



WEST RANKIN UTILITY AUTHORITY
CONTRACT FOR SOLID WASTE SERVICES

EFFECTIVE MAY 1, 2021

WEST RANKIN UTILITY AUTHORITY
520 OLD HIGHWAY 49
RICHLAND, MS 39218
Telephone: (601) 939-5620

TABLE OF CONTENTS

- Section 1. Advertisement for Requests for Proposals
- Section 2. Background and Objectives
- Section 3. Instructions to Proposers
- Section 4. Price Proposal Forms
- Section 5. Bid Bond
- Section 6. Statement of Qualifications
- Section 7. Payment Bond
- Section 8. Performance Bond
- Section 9. Notice of Award
- Section 10. Notice to Proceed
- Section 11. Terms and Conditions of Agreement
- Section 12. Contract Forms

SECTION 1

ADVERTISEMENT

REQUEST FOR PROPOSALS (“RFP”)

WEST RANKIN UTILITY AUTHORITY

CONTRACT FOR SOLID WASTE SERVICES

The West Rankin Utility Authority (the “Authority”) is soliciting sealed written proposals, pursuant to Miss. Code Ann. §17-17-5(1) and §31-7-13(r) (the “Act”) to furnish all labor, materials, equipment, and work services for the collection and disposal of residential and municipal solid waste, and the collection and disposal of residential yard waste within the corporate limits of the cities of Brandon, Flowood, Pearl, and Richland, Mississippi as described in the RFP documents.

Sealed Price Proposals and Statements of Qualifications will be received by the Authority until 10:00 AM, local time, Thursday, March 18, 2021 in the administrative office of the Authority located at 520 Old Highway 49, Richland, MS 39218 and then at said office opened and read aloud. Proposals must be delivered in sealed packages and plainly marked “Proposal for Solid Waste Services.”

RFP documents and proposal forms are on file and available for public inspection in the administrative office of the Authority located at 520 Old Highway 49, Richland, MS 39218 during normal business hours. One copy of the RFP documents and proposal forms may be procured at no charge. Contact Mr. Bruce Stephens at telephone 601-939-5620 or by email to bstephens@westrankin.com to procure a copy of the documents.

The Authority reserves the right to reject any-and-all proposals, and to waive informalities in proposals, and to select the proposal that, in the opinion of the Authority shall be the most qualified proposal based on price, financial responsibility, technology, legal responsibilities, and other relevant factors. After selection of the most qualified proposal, the Authority may negotiate and execute one or more contracts with one or more persons or firms submitting proposals, such contracts may not necessarily be limited to the terms of the proposals submitted. If the Authority deems none of the proposals to be qualified or otherwise acceptable, the request for proposals may be re-initiated.

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

Bid security shall be furnished in accordance with the RFP documents.

Should any Proposer find any discrepancies, or omissions from, the RFP documents or in any other proposed contract documents, or should the Proposer be in doubt as to their meaning, Proposer should at once notify and obtain an interpretation or clarification from the Authority. Every request for an interpretation and/or clarification, whether relating to RFP documents or requirements, shall be made in writing and addressed to the Authority's Executive Director. Written questions may be submitted by facsimile or electronic mail. The deadline for asking for interpretations, clarifications or questions is 5:00 P.M. local time on Friday, March 5, 2021. All responses by the Authority to such requests will be given to the Proposers in writing no later than 5:00 PM local time on Thursday, March 11, 2021. Any interpretation or clarification given in accordance with such requests and pursuant to this provision shall be made only by the Authority's Executive Director, and shall be provided in writing, with copies

forwarded to all parties requesting RFP documents. No oral interpretation, instruction or information given by any employee or agent of the Authority shall be binding. Such modifications shall be made only by written addendum furnished by the Authority's Executive Director, an acknowledgement of which must be submitted with the Respondent's proposal.

Additional information and assistance regarding this proposal opportunity are available at the Mississippi Procurement Technical Assistance Program (MPTAP). Local contract procurement center information may be found at <http://www.mspsc.com>.

The Authority's Executive Director may be contacted as follows:

Mr. Bruce Stephens
Executive Director
West Rankin Utility Authority
Post Office Box 180807
520 Old Highway 49
Richland, MS 39218-0807
Telephone: (601) 939-5620
Facsimile: (601) 939-5621
eMail: bstephens@westrankin.com

The Authority reserves the right to cancel this RFP after issuance.

Publish: February 17, 2021
February 24, 2021

SECTION 2

BACKGROUND AND OBJECTIVES

The West Rankin Utility Authority (the “Authority”) is issuing this Request for Proposals (“RFP”) to solicit statements of qualifications and price proposals from firms capable of providing solid waste collection and disposal services for its member cities including Brandon, Flowood, Pearl, and Richland, Mississippi.

This RFP issued in accordance with the provisions of Miss. Code Ann. §17-17-5(1) and §31-7-13(r) (the “Act”) invites qualified firms to submit price proposals and statements of qualifications describing their technical and financial qualifications to provide the services described.

The initial contract term under consideration is for six (6) years. The term may be extended, if mutually agreed, beyond the initial term for up to four (4) one-year renewals under the same terms as the original contract.

The Authority is currently under a contract for solid waste services that will expire on April 30, 2021. It is the objective of the Authority to procure a new agreement for solid waste services under this RFP that will commence on May 1, 2021 so that there will be no interruption of solid waste services to the users. The Authority will procure these services following policies and procedures previously established by the Authority and as described in this RFP.

SECTION 3

INSTRUCTIONS TO PROPOSERS

3.1 General

Sealed price proposals and statements of qualifications will be received by the Authority in accordance with the RFP advertisement and as follows:

RFP OPENING: 10:00AM MARCH 18, 2021

DEADLINE FOR REQUESTS FOR CLARIFICATIONS: 5:00PM MARCH 5, 2021

RECOMMENDATION OF AWARD (TO WRUA Board): MARCH 30, 2021

Statement of Qualifications documents (SOQ) and Price Proposals will be accepted until 10:00AM local time on Thursday March 18, 2021. No facsimile copies will be accepted. SOQ and Price Proposal shall be submitted in sealed package. The package should be clearly labeled "Statement of Qualifications and Price Proposal for Contract for Solid Waste Services." Proposers shall submit one original and 5 copies of the SOQ with their proposal. Proposers shall submit one original of the Price Proposal in sealed package. Price Proposals shall be typewritten or printed in ink and only on the proposal forms included in this RFP. All corrections or erasures shall be initialed by the person signing the proposal. Each person or entity submitting a proposal pursuant to this RFP shall be referred to as a "Proposer" or "Contractor." A proposal may not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date and time designated for receipt of proposals.

Proposers are hereby notified that the Authority will not be responsible for delayed delivery of documents caused by the US Postal Service or commercial delivery service providers.

Respondents should submit SOQ's and Price Proposals to:

Executive Director
West Rankin Utility Authority
Post Office Box 180807
520 Old Highway 49
Richland, Mississippi 39218-0807

3.2 Requirements for Statement of Qualifications (SOQ)

SOQ's shall include the following information at a minimum:

- Cover Letter
- Description of Solid Waste Services Experience in Mississippi
- Qualifications
- Vehicle and Equipment Schedule
- Schedule of Operations
- Description of Green Service Practices
- Financial Information

Narrative pages are to be 8½x11 inches and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

3.2.1 Cover Letter: The SOQ must include a letter of transmittal attesting to its accuracy. The cover letter should provide the name, address and telephone and facsimile numbers of the Contractor along with the name, title, address and telephone and facsimile numbers of the executive that has the authority to contract with the Authority.

3.2.2 Description of Solid Waste Services Experience in Mississippi: Proposer's must:

- Have principal(s) or key managers with at least 20-years of experience in the curbside collection and disposal of Municipal Solid Waste ("MSW") in Mississippi.
- Have fully equipped collection/transfer operations and administrative facilities located within 50 miles from the West Rankin Administrative Offices.
- Have a strong record of health, safety, and environmental compliance. Provide the Contractor's current OSHA recordable rate and EMR and information about any health, safety, or environmental violations within the last five years. Describe the Contractor's approach to safety for its employees and the public.
- Be able to furnish liability and property damage insurance of not less than \$5,000,000 combined single limits for bodily and/or property damage. Submit evidence of the ability to provide coverage in this amount.
- Be able to secure a performance bond from a surety licensed in the State of Mississippi in an amount equal to the total annual contract value.

3.2.3 Qualifications

Proposers shall demonstrate their ability to undertake the Authority's service requirements by providing the technical qualifications of the Proposer, individual team members and principal subcontractors, if applicable. The Authority reserves the right to conduct an independent investigation of the Proposer's technical qualifications by contacting references, accessing public information, inspecting facilities, or contacting independent parties. Additional information may be requested during the evaluations of technical qualifications. The Proposer shall provide the following information to demonstrate its technical qualifications:

3.2.3.1 Corporate Profile

Include the full name, tax identification number, main office address and telephone and facsimile numbers of the Proposer and the principal contact person. This shall include a description of the firm or organization (corporation, partnership, joint venture, etc.) that will serve as the contracting party. An organization chart clearly delineating the lines of authority within the organization is required. The history, ownership, organization, and background of the Proposer including the experience resumes of the key personnel shall also be provided.

If the Proposer is a joint venture, the required information shall be submitted for each member of the joint venture firm. The Proposer shall describe the history of the relationships among the members, including a description of past working relationships.

Identify when the Proposer was organized and, if a corporation, where incorporated and how many years engaged in providing contract operations, maintenance, and management services under that name.

3.2.3.2 Identification of Enforcement Actions

Identify all environmental enforcement actions taken against the Proposer and/or its principals/key managers within the past 5 years by any federal, state, local government or federal or state agency, and include documentation of the resolutions of such actions.

3.2.3.3 Permits and Approvals

Include copies of all applicable permits, licenses and approvals required from federal and state agencies for the collection and disposal of residential and municipal solid waste described in this RFP (include permits for the selected landfill).

3.2.3.4 Environmental Effects Program

Identify all programs, actions, and management methods to be utilized to reduce the environmental effects of the collection and disposal activities.

3.2.4 Vehicle and Equipment Schedule

Submit a schedule of the vehicles and equipment the Proposer intends to utilize to fulfil the responsibilities related to the services described in this RFP. The schedule shall describe all equipment to be utilized including the year, model, and fuel type. The Proposer may revise this schedule as conditions dictate during the performance of the services, subject to the approval of the Authority. Trucks used for collection purposes shall be limited to 60,000 pounds gross weight and shall have tandem axles.

3.2.5 Schedule of Operations

Submit a schedule of operations including daily work start and finish times and assurance of twice weekly curbside pickup.

3.2.6 Green Service Practices

Submit information regarding the Proposer's commitment to energy conservation and the use of alternative energy sources. Describe all such energy saving strategies proposed for the services included in this RFP.

3.2.7 Financial Information

Submit information demonstrating the financial strength of the Proposer. This information shall be handled pursuant to Miss. Code Ann. § 25-61-9.

3.3 Price Proposals

Price Proposals shall be submitted in sealed packages on forms included in this RFP. Only price proposals submitted using these forms will be accepted. Forms must be completed entirely and signed by a person authorized by the Proposer. Proposals that are not signed or completed entirely shall be considered non-responsive and will not be considered.

3.4 Proposal Security

All Proposals must be accompanied by a Proposal Bond in accordance with Section 5 of this RFP.

3.5 Failure to Enter into Contract

The Contract shall be deemed as having been awarded when formal written Notice of Award has been issued by the Authority and acknowledged by the person identified by the Proposer in its proposal submission.

The Proposer to whom any Contract shall have been awarded will be required to execute multiple copies of a Contract substantially in a form as reflected in that attached hereto and to furnish insurance certificates as called for therein. In case of the Proposer's refusal or failure to do so within ten (10) days after receipt of a Notice of Award, Proposer will be considered to have abandoned all rights and interests in the award and the award may then, at the option of the Authority, be made to the next best qualified Proposer or the work re-advertised for Proposals as the Authority may elect.

3.6 Security for Performance and Insurance

The Authority's requirements as to performance and payment bonds and insurance are set forth in Section 11 of this RFP. When the successful Proposer delivers the Agreement (executed by the Successful Proposer) to the Authority, it shall be accompanied by the required bonds and insurance documents.

3.7 Scope of Work

The scope of work shall consist of the items contained in the RFP documents, including all incidentals necessary to fully complete the work in accordance with the Contract Documents.

The Authority is interested in obtaining proposals for the curbside collection of residential solid waste within the corporate limits of the cities of Brandon, Flowood, Pearl, and Richland, Mississippi and including disposal of wastes collected. Residential units require pickup twice per week. Services shall also be provided for the municipal and school locations as indicated in the Proposal Forms.

The Proposer shall be responsible for hauling all collected solid waste to a landfill disposal facility licensed by the State in which the facility is located. The disposal facility shall be identified by the Proposer using the Proposal Forms. A copy of the applicable permits and/or certificates for the operation of the disposal facility issued by the State shall also be submitted with the proposal.

3.8 Site Conditions

Each Proposer shall fully acquaint itself with the conditions relating to the scope of the restrictions attending to the execution of the work under the Contract. Proposers shall obtain information of the conditions at the locations that may affect the work.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document, or to acquaint itself with existing conditions, shall in no way relieve the Proposer of any obligations with respect to his Proposal or to the Contract.

The Proposer shall make its own determination as to the conditions and shall assume all risk and responsibility and shall complete the work in conditions it may encounter or create, with no additional cost to the Authority.

The Proposer's attention is directed to the fact that all applicable Federal and State laws, city ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout and will be deemed to be included in the Contract as though written out in full in the Contract.

3.9 Addenda and Explanations

Explanations desired by a prospective Proposer shall be requested from the Authority in writing either through the U.S. Mail, or through hand delivery of same, or via electronic mail, or via facsimile. If explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proposer via US Mail or electronic mail. Every request for such explanation shall be in writing and addressed to Mr. Bruce Stephens, Executive Director, West Rankin Utility Authority, 520 Old Highway 49, Richland, Mississippi 39218, or by electronic mail to bstephens@westrankin.com. Any verbal statements regarding same by any person prior to the award shall be considered non-authorized and not binding on the Authority.

Addenda issued to Proposers prior to the date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

Inquiries received after 5:00PM on March 5, 2021 will not be given consideration.

Any- and-all interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be sent by US Mail or electronic mail to all prospective Proposers not later than five (5) business days prior to the date fixed for the opening of Proposals.

3.10 Name, Address, and Legal Status of Proposer

The Price Proposal must be properly signed in ink and the address of the Proposer given. The legal status of the Proposer whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Proposer shall give full names and addresses of all partners. Partnership and individual Proposers will be required to state in the Proposal the names of all persons, firms or corporations having an interest in any contract that would ultimately result from a successful proposal.

The place of residence of each Proposer, or the office address in the case of a firm or company, with Authority and state and telephone number, must be given after the authorized signature.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

3.11 Quantities

The Authority estimates that the number of Residential Units to be initially served under this Contract is 22,052 units. The initial quantities of Municipal Units to be served under this Contract are shown in the Service Details for each City which are included in Exhibit A to the Terms and Conditions section of this RFP. This estimate is based on billing information provided by the Cities. The Authority makes no representation as to the reliability of its estimates.

3.12 Evaluation Process

Submissions received in response to the RFP will be evaluated based on the Proposer's price and qualifications. The president of the Authority will appoint a committee to evaluate the responses using the following criteria:

Price Proposal	30%
Experience	30%
Qualifications	20%
Green Services Practices	5%
Financial Strength	5%
Record of Environmental Actions	10%
TOTAL: 100%	

Each proposal will be reviewed against the terms of this RFP to determine if the submittal is complete and responsive and how well the Proposer satisfies the evaluation criteria. The Authority may reject any submittal found to be incomplete, unresponsive, or not in compliance with the format requirements set forth in this RFP. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the Authority.

The Authority reserves the right to reject any all responses to the RFP and is under no obligation to award a contract.

SECTION 4

PRICE PROPOSAL FORM

CONTRACT FOR SOLID WASTE SERVICES

NAME AND ADDRESS OF PROPOSER:

Waste Management of Mississippi, Inc.

1450 Country Club Drive

Jackson, MS 39209

For the following Solid Waste Collection and Disposal Services:

- (1) Supplying labor and equipment for collection, transportation, and for the disposal of solid waste collected under this Contract at a state approved landfill site as defined in the Contract Documents.

The specifications and contract documents on which this Proposal is based are those contained in the bound contract documents of which this proposal is a part, specifically the Advertisement, Instructions to Proposers, Price Proposal Form, the provisions of the Terms and Conditions of the Contract for Solid Waste Services, and documents submitted therewith, and any addenda and required attachments thereto. All unit prices are for monthly rates for the described service and frequency of pick-ups and shall include disposal (tipping) costs except for roll-off pricing. Roll-off prices shall be based on the price per Haul including pick-up and re-delivery of roll-off container. Disposal (Tipping) costs for roll-off containers shall be based on the net weight of waste for each haul. An all-inclusive delivery/removal fee shall be paid for each temporary roll-off container provided under this Contract. All prices shall apply to all cities served under this Contract.

To: West Rankin Utility Authority
P.O. Box 180807
Richland, MS 39218-0807

The following proposal is made on behalf of the undersigned Proposer and no others. Evidence of our authority 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 ninety (90) days.

We, the undersigned proposer(s), certify that we, have carefully examined all contract documents and any-and-all addenda thereto.

13

We further certify that we have inspected the Cities and contract areas and have completely informed ourselves of the type of housing, population, density, traffic congestion, collection procedures required, labor required, City ordinances, and all other factors, local and otherwise, which would affect prosecution and completion of the work covered by this Proposal.

The following is our proposal for the solid waste services listed above. We understand that the Contract will be subject to liquidated damages according to the General Provisions found herein.

The attached BID SECURITY (Bond) in the sum of twenty-five thousand DOLLARS (\$25,000.00) is to become the property of the West Rankin Utility Authority in the event the Contract and Contract Bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the West Rankin Utility Authority.

In accordance with the requirements of these Contract Documents, we propose to furnish all necessary equipment, labor, tools, and other means and will do all work called for by the Contract Documents for the unit pricing on the following Schedule of Prices:

SCHEDULE OF PRICES

RESIDENTIAL UNIT PRICE PER EACH
INCLUDING TWICE WEEKLY CURBSIDE
COLLECTION, TRANSPORTATION, AND
DISPOSAL INCLUDING TIPPING FEES (FOR ALL
RESIDENTIAL UNITS FOR ALL CITIES): \$ \$15.68

CONTAINER UNIT PRICING FOR ALL MUNICIPAL SERVICE LOCATIONS:

1/EACH CART RATE TWICE WEEKLY SERVICE: \$ \$19.91
2/EACH CART RATE TWICE WEEKLY SERVICE: \$ \$22.91
3/EACH CART RATE TWICE WEEKLY SERVICE: \$ \$25.91
4/EACH CART RATE TWICE WEEKLY SERVICE: \$ \$28.91
20 CY ROLL-OFF PRICE PER HAUL: \$ \$224.13
30 CY ROLL-OFF PRICE PER HAUL: \$ \$224.13
40 CY ROLL-OFF PRICE PER HAUL: \$ \$224.13
DISPOSAL FEE FOR ROLL-OFF PER TON: \$ \$37.00
DELIVERY/REMOVAL FEE FOR ROLL-OFF: \$ \$185.00

15

2 CY FEL 1 x PER WEEK PRICE:	\$ <u>771.00</u>
2 CY FEL 2 x PER WEEK PRICE:	\$ <u>141.97</u>
2 CY FEL 3 x PER WEEK PRICE:	\$ <u>212.97</u>
2 CY FEL 4 x PER WEEK PRICE:	\$ <u>283.97</u>
2 CY FEL 5 x PER WEEK PRICE:	\$ <u>354.97</u>
2 CY FEL 6 x PER WEEK PRICE:	\$ <u>425.97</u>
2 CY FEL 7 x PER WEEK PRICE:	\$ <u>496.97</u>
4 CY FEL 1 x PER WEEK PRICE:	\$ <u>87.00</u>
4 CY FEL 2 x PER WEEK PRICE:	\$ <u>173.97</u>
4 CY FEL 3 x PER WEEK PRICE:	\$ <u>260.97</u>
4 CY FEL 4 x PER WEEK PRICE:	\$ <u>347.97</u>
4 CY FEL 5 x PER WEEK PRICE:	\$ <u>434.97</u>
4 CY FEL 6 x PER WEEK PRICE:	\$ <u>521.97</u>
4 CY FEL 7 x PER WEEK PRICE:	\$ <u>608.97</u>

6 CY FEL 1 x PER WEEK PRICE:	\$ <u>102.00</u>
6 CY FEL 2 x PER WEEK PRICE:	\$ <u>203.97</u>
6 CY FEL 3 x PER WEEK PRICE:	\$ <u>305.97</u>
6 CY FEL 4 x PER WEEK PRICE:	\$ <u>407.97</u>
6 CY FEL 5 x PER WEEK PRICE:	\$ <u>509.97</u>
6 CY FEL 6 x PER WEEK PRICE:	\$ <u>611.97</u>
6 CY FEL 7 x PER WEEK PRICE:	\$ <u>713.97</u>
8 CY FEL 1 x PER WEEK PRICE:	\$ <u>118.00</u>
8 CY FEL 2 x PER WEEK PRICE:	\$ <u>235.97</u>
8 CY FEL 3 x PER WEEK PRICE:	\$ <u>353.97</u>
8 CY FEL 4 x PER WEEK PRICE:	\$ <u>471.97</u>
8 CY FEL 5 x PER WEEK PRICE:	\$ <u>589.97</u>
8 CY FEL 6 x PER WEEK PRICE:	\$ <u>707.97</u>
8 CY FEL 7 x PER WEEK PRICE:	\$ <u>825.97</u>

EMERGENCY SERVICES RATES:

REAR LOADER W/3-MAN CREW

RATE PER HOUR: \$ \$250.00

SHUTTLE/ROLL-OFF W/CONTAINER: \$ \$195.00

ATTACHMENTS:

In accordance with the Contract Documents, attached is our Vehicle and Equipment Schedule, our Schedule of Operations, our Proposal Security, and copy of the permit or license for the Disposal Facility.

The required information is provided within this Waste Management response.

We have not made any exceptions or changes to the Contract Documents and have no exceptions other than those listed as follows *[if there are no exceptions, write "None"]*:

Please refer to the Exceptions section within this Waste Management response.

We further propose to execute the Contractor Agreement as shown in these Contract Documents within ten (10) days after the work is awarded to us.

We also propose to execute a performance bond in the amount set forth in the Contract Documents. This bond shall serve to guarantee adequate and satisfactory performance on our part of the Services contemplated by the contract to be awarded.

Prospective Contractor acknowledges the receipt of the following addenda:

Addendum 1 WRUA Solid Waste RFP 2021

Prospective Contractor declares the following SWMF landfill for disposal of all solid waste collected under this Contract (attach permit or license for facility):

Clearview Landfill

2253 Mundine Road, Lake, MS 39092

Permit : SW060201A0417

Respectfully submitted,

Contractor Waste Management of Mississippi, Inc.

By: Domenica Farmer

Title: Domenica Farmer, President

Address: 1450 Country Club Drive

Jackson, MS 39209

Contractor's Corporate Declaration

CONTRACTOR'S CORPORATE DECLARATION

(To be Filled in if Prospective Contractor is a Corporation)

DATE: March 18, 2021

Our Corporation is charted under the laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

Domenica Farmer

President

108 Hill Avenue

Fort Walton Beach, FL 32548

Address

Ronnie Griffing

Secretary

382 Galleria Pkwy., Suite 107

Madison, MI 39110

Address

Mark Lockett

Treasurer

1021 Main St.

Houston, TX 77002

Address

20

SECTION 5

BID BOND

ALL MEN BY THESE PRESENTS, that we, undersigned, Waste Management of Mississippi, Inc.
_____ as Principal, and _____
Western Surety Company as Surety, are hereby held and firmly bound unto WEST
RANKIN UTILITY AUTHORITY as OWNER, in the penal sum of TWENTY-FIVE THOUSAND
Dollars, (\$25,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, successors and assigns.

Signed, this 18th day of March, 2021.

THE CONDITION OF this obligation is such that whereas the Principal has submitted to the OWNER a
certain Proposal, attached hereto and hereby made part hereof to enter into a contract in writing, for the

Solid Waste Services

NOW, THEREFORE,

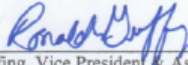
(a) If said Proposal shall be rejected, or

(b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form
of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a
BOND for his faithful performance of said contract, and for the payment of all persons performing
labor or furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the
same shall remain in force and effect; it being expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as
herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time within which

the OWNER may accept such Proposal; and said Surety does hereby waive notice of any such extension.

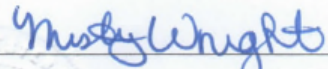
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seal, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

Waste Management of Mississippi, Inc.

 (L.S.)
Ronald Griffing, Vice President & Assistant Secretary
Principal

Western Surety Company

Surety

By: 
Attorney-in-Fact and Mississippi Resident Agent

Misty Wright

MS License#: 10588268
(Typed Name and Address)

5555 San Felipe St., Suite 1500

Houston, TX 77056

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Michael J Herrod, Terri L Morrison, Gina A Rodriguez, Andrea M Penaloza, Donna L Williams, Melissa L Fortier, Vanessa Dominguez, Misty Wright, Amanda George, Erin M Dennison, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of October, 2020.



WESTERN SURETY COMPANY

Paul T. Bruffat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 13th day of October, 2020, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



March 18, 2021

WEST RANKIN UTILITY AUTHORITY
520 Old Highway 49
Richland, MS, 39218

Principal: WASTE MANAGEMENT OF MISSISSIPPI, INC.
Bid Date: March 18, 2021
Description: Solid Waste Services

Dear Sir/Madam:

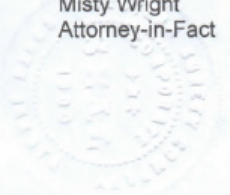
We, WESTERN SURETY COMPANY hereby agree that in the event an award is made to WASTE MANAGEMENT OF MISSISSIPPI, INC. on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment Bonds that may be required.

Sincerely,

WESTERN SURETY COMPANY

A handwritten signature in blue ink that reads "Misty Wright".

Misty Wright
Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Michael J Herrod, Terri L Morrison, Gina A Rodriguez, Andrea M Penaloza, Donna L Williams, Melissa L Fortier, Vanessa Dominguez, Misty Wright, Amanda George, Erin M Dennison, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of October, 2020.



WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of October, 2020, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2021.



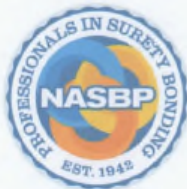
WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS

7735 Old Georgetown Road, Suite 900

Bethesda, MD 20814

Tel: 240.200.1270

Fax: 240.200.1295

www.nasbp.org

NASBP White Paper: Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States or have been repealed by state legislatures, because such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the *resident agent* countersignature requirement that violates the law.

The National Association of Surety Bond Producers (NASBP) is aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP receives dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known and widely quoted cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between Florida licensed resident agents and Florida licensed non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Agency officials may want to have the agency's bond forms reviewed to ensure that its bonds do not contain an illegal resident agent signature or countersignature requirement. The bonds should contain a licensed (resident OR non-resident) agent requirement.

October 2018

SECTION 6

STATEMENT OF QUALITIFCATIONS

(THE STATEMENT OF QUALIFICATIONS OF THE SELECTED PROPOSER WILL BE INSERTED
INTO THE CONTRACT DOCUMENTS FOLLOWING THIS PAGE)

NOTICE OF AWARD

Date of Issuance: March 23, 2021

Owner: West Rankin Utility Authority

Owner's Contract No.:

Engineer: None

Engineer's Project No.:

Project: Solid Waste Collection and Disposal

Contract Name: Solid Waste Services

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated MARCH 18, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

SOLID WASTE SERVICES

The Contract Price of the awarded Contract is: \$ 15.68 *per residential customer*.

[2] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

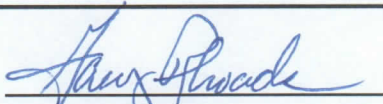
You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (NONE):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:


Authorized Signature

By: Gary Rhoads

Title: President

SECTION 10

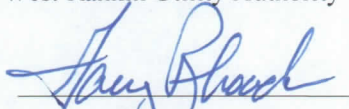
NOTICE TO PROCEED

Owner:	West Rankin Utility Authority	Owner's Contract No.:	N/A
Contractor:	WASTE MANAGEMENT OF MISSISSIPPI, INC.	Contractor's Project No.:	
Engineer:	None	Engineer's Project No.:	N/A
Project:	Solid Waste Collection & Disposal	Contract Name:	Solid Waste Services
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on MAY 1, 2021. On that date, Contractor shall start performing its obligations under the Contract Documents.

OWNER: West Rankin Utility Authority


Authorized Signature

By: Gary Rhoads

Title: President

Date Issued: APRIL 12, 2021

SECTION 11

TERMS AND CONDITIONS

WEST RANKIN UTILITY AUTHORITY CONTRACT FOR SOLID WASTE SERVICES

PP 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. § 17-17-5(1) and § 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 Residential or Municipal User.

“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 such as wood, metal, brick, mortar, concrete, stone, boxes, glass, but excluding liquids, Hazardous Wastes, paints, and solvents.

"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.

“Dispute” means any controversy between the parties that does not constitute a breach of the Contract.

“Effective Date” means the date this Contract is executed by both parties.

“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 Conservation and Recovery Act (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. This term does not include mining waste or oil and gas waste or Rubbish.

"Infectious Medical Waste" means solid or liquid wastes as defined under RCRA §502(20), 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 USEPA Method 9095 (Paint Filter Liquids Test) as described in "Test Methods for Evaluating Solid Wastes. Physical/Chemical Methods" (EPA publication number SW-846).

"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 as defined in Miss. Code Ann. § 17-17-3(w) (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.

"Unit Prices" means those prices set forth in the Schedule of Prices as a part of this Contract.

"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. Contractor shall collect up to five Bags or Containers of MSW and up to two cubic yards of Yard Waste from each Residential Unit on each collection day. The house count of Residential Units at the commencement of this Contract are as follows:

City of Brandon:	8,425 Residential Units	City of Brandon House Count = 8,550 as reported 4-14-2021. RBS
City of Flowood:	2,631 Residential Units	
City of Pearl:	8,882 Residential Units	
City of Richland:	2,259 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. Contractor shall notify the Authority in writing of any change in disposal site at any time during the term of the Contract.

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 and shall retain all records of complaints for a period of one year following the date of the complaint:

- 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 AM. 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 October 1, 2022, and on each October 1st 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 US Department of Labor CPI Index ID CUSR0000SEHG for Water, Sewer and Trash Collection Services shall be the basis for all price adjustments during the term of the Contract. The prices shall be adjusted annually by the net changes in the CPI for the preceding twelve months, not to exceed a 4.0% increase regardless of the actual CPI.

The index for the 12-month period beginning the month of September 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 September 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 October 1st 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 September 30th of each year that the Contract permits a CPI adjustment. If either party fails to give written notice of price adjustment by September 30th, 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.

In addition, upon written documented request by Contractor, prices shall be adjusted to account for (1) material changes in Contractor's revenues or expenses resulting from a Force Majeure event and/or (2) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Contract.

(b) Fuel Cost Adjustment. From and after October 1, 2021, the parties shall meet on each October 1

and April 1 following to determine whether a fuel cost adjustment may be made, as a result of changes in diesel fuel prices for the period ending for the immediately preceding six-month period. A fuel adjustment shall be made when diesel fuel costs have exceeded 120% of the Base Fuel Rate of \$2.934 (U.S. EIA Gulf Coast [PADD3] U. S. On-Highway Diesel Fuel Prices [dollars per gallon] reported 04/05/21) when compared to the average of diesel fuel prices reported in the Gulf Coast Regional Index for the same six-month period. The adjustment shall be calculated using the average diesel fuel price in excess of 120% of the Base Fuel Rate times the number of gallons used to transport solid waste from the transfer station to the landfill. The adjustment of the applicable rate charged shall reflect a material change in Base Fuel Rate, which shall be defined as a twenty percent (20%) or greater increase or decrease in the average cost of diesel fuel from the preceding six-month period. Such adjustment shall be handled as follows:

- i. In the event that Contractor has received a fuel adjustment in one six month period and in the subsequent six month period the Contractor's actual average fuel costs decreased by 20% or greater, an adjustment shall be made to reflect the amount by which Contractor's average actual diesel fuel costs for the applicable six month period decreased, provided that no such adjustment shall be made that would result in average actual fuel costs per gallon lower than the Base Fuel Rate of \$2.934.
- ii. For any six month period for which a fuel cost adjustment is made, the Contractor also shall provide documentation satisfactory to the Authority of the material change in diesel fuel cost resulting in such fuel cost adjustment and all of its calculations of any fuel cost adjustment.

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 for up to 90 days.

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 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) Liquidated Damages for Failure to Enter into Contract

The Contract shall be deemed as having been awarded when formal written notice of award has been issued by the Authority and acknowledged by the person identified by the Proposer in its proposal submission.

The Proposer to whom any Contract shall have been awarded will be required to execute multiple copies of a Contract substantially in a form as reflected in that attached hereto and to furnish insurance certificates as called for therein. In case of the Proposer's refusal or failure to do so within ten (10) days after receipt of a notice of award, Proposer will be considered to have abandoned all rights and interests in the award, and Proposer's proposal security shall be declared forfeited to the Authority as liquidated damages and the award may then, at the option of the Authority, be made to the next best qualified Proposer or the work re-advertised for Proposals as the Authority may elect.

(4) 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 ensure 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 and a payment bond in an amount equal to the total annual Contract value. 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 and the payment bond shall be provided to the Authority prior to the renewal date.

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 15th 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, 2021 and shall end on April 30, 2027. The term may be extended for up to four (4) additional one (1) year terms upon mutual written agreement of the parties executed not less than ninety (90) days prior to the end of the then current term or other such mutually agreed upon date.. In no event will the term of the Contract be greater than ten (10) years.

TERMINATION.

The failure of either party to comply with the terms of this Contract shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination.

Any notice shall clearly specify the nature of the default and provide the defaulting party sixty (60) days to cure the default. If the default is capable of being cured within sixty (60) days but is not cured within sixty (60) days, the Contract shall terminate at midnight on the sixtieth day following receipt of the Notice of Termination. In the case of default that cannot be cured within sixty (60) days, this Contract shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure shall be provided from the party determined to be in default to the satisfaction of the other party.

In the event of termination of this Contract under the above paragraph, the Authority shall pay Contractor for the Services provided and invoiced by Contractor up to the effective date of termination with the exception of any disputed amounts.

DISPUTES.

To affect a timely and efficient resolution of Disputes that may arise during the term of this Contract, the parties hereto agree that all Disputes, shall be resolved pursuant to this Section.

The parties shall use good faith efforts to resolve any Disputes hereunder. In the event of a Dispute hereunder that cannot be resolved by mutual discussions between the Authority and the Contractor, the disputing party shall provide written notice to the other party outlining in detail the basis for the Dispute. The other party shall respond in writing within thirty (30) days, or such longer period as may be mutually agreed. Any Dispute not resolved within ninety (90) days following the issuance of written notice shall be referred to non-binding mediation. If within ninety (90) days after such Dispute is referred to mediation, no resolution has been reached, either party may pursue its remedies in the courts. Jurisdiction and venue for all Disputes hereunder shall be proper in the federal and state courts having competent jurisdiction in Rankin County, Mississippi.

FORCE MAJEURE.

From and after the Effective Date of this Contract, either party's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a natural disaster, pandemic, extreme weather, or other unforeseen events or cause or causes beyond the reasonable control of that party. Such causes may include, by way of example and not limitations, acts of God, epidemics, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Contract; national defense requirements; labor strike, lockout or injunction. The party unable to perform shall be required to resume performance of its obligations under the Contract upon termination of the event or cause which excused performance hereunder.

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/or to the public property 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 the 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 1st through April 30th. 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.

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.

(b) 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.

(c) *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 Miss. 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.

SECTION 12

CONTRACT FORMS

WEST RANKIN UTILITY AUTHORITY SOLID WASTE SERVICES CONTRACT

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 Authority desire to award contracts for some or all of the waste services covered by the RFP, the Contract, while similar, will be modified accordingly.

WEST RANKIN UTILITY AUTHORITY
SOLID WASTE SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between WASTE MANAGEMENT OF MISS. INC. a Miss. corporation (hereinafter referred to as "Contractor") and the West Rankin Utility Authority (hereinafter referred to as "Authority").

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 Instructions to Proposers, the Contractor's proposal, the Terms and Conditions, changes and addenda covering the work to be done, the performance bond, the payment bond, the Vehicle and Equipment Schedule and Schedule of Operations attached hereto, 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 Terms and Conditions.
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 Solid Waste from all Residential Units within the geographical limits of the corporate limits of the Cities and the removal, transportation, and delivery of the same to a State Approved Sanitary Landfill and the regularly scheduled collection of Solid Waste from Municipal Units within the Cities, and the removal, transportation, and delivery of the same to a State Approved Sanitary Landfill.
3. The Contractor agrees to furnish all lands, buildings, labor, mechanics, tolls, tools, equipment, and materials necessary for the adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the Executive Director or his authorized representative, and in accordance with the laws of the State of Mississippi, and the ordinances of the Authority. For these Services, the Authority agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligations hereunder, as well as all loss or damage, if any, arising out of the nature of the work, or the action of weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in this Contract, the monthly payment charges and fees, less any charges in the Liquidated Damages provisions of the General Provisions, to the Contractor as set forth in the Terms and Conditions. The amounts paid on the Commencement Date of this Agreement for each portion of the services is outlined in Exhibit "A" attached hereto.
4. The contract period shall commence May 1, 2021 and end April 30, 2027. The term may be extended for up to four (4) additional one (1) year terms upon mutual written agreement of the parties executed not less than ninety (90) days prior to the end of the then current term or other such mutually agreed upon date ending April 30, 2031. After October 2022, the contract price shall be reviewed by September 30 of each contract year in accordance with the price adjustment escalator clause of the Contract Documents, and the contract price shall be established for the next year beginning on October 1st. Should the parties agree to extend the contract period, the contract price shall be reviewed by September 30 prior to said extension of each contract year thereafter, and the contract price shall be adjusted for the next succeeding year beginning on October 1. The basis for adjustment in

contract price shall be in accordance with the Contract Documents. The Authority shall notify the Contractor regarding the extension of the contract period no later than ninety (90) days prior to the expiration of the then current contract period.

5. The Contractor agrees to comply with all applicable state, federal and local laws, rules, and regulations, including but not limited to 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.

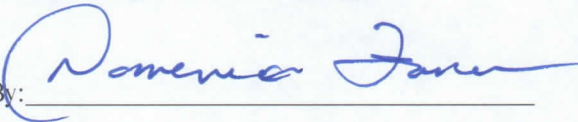
6. The Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights or obligations hereunder, to any person or entity without the prior written consent of the Authority.

7. Attached hereto and made a part of this Contract is a performance bond and payment bond executed by a surety company doing business in the State of Mississippi in the sum of \$ 4,322,225.00.

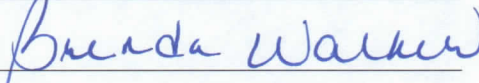
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this 30th day of April, 2021.

CONTRACTOR:

Waste Management of Mississippi, Inc.

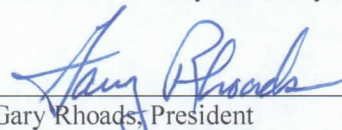
By: 

Title: Vice President

Attest: 

AUTHORITY:

West Rankin Utility Authority

By: 
Gary Rhoads, President

Attest: 
Secretary

EXHIBIT “A”
SERVICE DETAIL

SERVICE DETAIL
Solid Waste Collection and Disposal
RATES

Unit Description-Frequency of Pick-Up		Bid Price Mar 18, 2021
Monthly Residential Rate:	Twice Weekly	\$ 15.68
1/Each Cart Rate:	Twice Weekly	\$ 19.91
2/Each Cart Rate:	Twice Weekly	\$ 22.91
3/Each Cart Rate:	Twice Weekly	\$ 25.91
4/Each Cart Rate:	Twice Weekly	\$ 28.91
20 CY Roll-Off	Price per Haul	\$ 224.13
30 CY Roll-Off	Price per Haul	\$ 224.13
40 CY Roll-Off	Price per Haul	\$ 224.13
2 CY FEL	1x per week	\$ 71.00
2 CY FEL	2x per Week	\$ 141.97
2 CY FEL	3x per Week	\$ 212.97
2 CY FEL	4x per Week	\$ 283.97
2 CY FEL	5x per Week	\$ 354.97
2 CY FEL	6x per Week	\$ 425.97
2 CY FEL	7x per Week	\$ 496.97
2 CY FEL	XPU	-
4 CY FEL	1x per week	\$ 87.00
4 CY FEL	2x per Week	\$ 173.97
4 CY FEL	3x per Week	\$ 260.97
4 CY FEL	4x per Week	\$ 347.97
4 CY FEL	5x per Week	\$ 434.97
4 CY FEL	6x per Week	\$ 521.97
4 CY FEL	7x per Week	\$ 608.97
4 CY FEL	XPU	-
6 CY FEL	1x per week	\$ 102.00
6 CY FEL	2x per Week	\$ 203.97
6 CY FEL	3x per Week	\$ 305.97
6 CY FEL	4x per Week	\$ 407.97
6 CY FEL	5x per Week	\$ 509.97
6 CY FEL	6x per Week	\$ 611.97
6 CY FEL	7x per Week	\$ 713.97
6 CY FEL	XPU	-
8 CY FEL	1x per week	\$ 118.00
8 CY FEL	2x per Week	\$ 235.97
8 CY FEL	3x per Week	\$ 353.97
8 CY FEL	4x per Week	\$ 471.97
8 CY FEL	5x per Week	\$ 589.97
8 CY FEL	6x per Week	\$ 707.97
8 CY FEL	7x per Week	\$ 825.97
8 CY FEL	XPU	-
Emergency Rear Load w/3-Man Crew	Rate per Hour	\$ 250.00
Emergency Shuttle / Roll-Off with Container	Rate per Hour	\$ 195.00
Disposal Fee - Delivered to Trans. Sta.	Rate per Ton	\$ 37.00
Disposal Fee - Delivered to Landfill	Rate per Ton	N/A

BID PRICES 3-18-2021
WASTE MANAGEMENT

Monthly Service Detail
City of Richland

						Effective May 2021	
Description	Type of Service	Quantity	Size of Container	Size Units	Collection Frequency (Weekly)	Rates	Ext. Amount
Residences	Containerized	2259	-		2	\$ 15.68	\$ 35,421.12
Fire Station No.1	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91
Fire Station No.2	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91
Community Center	FEL	1	8	CY	2	\$ 235.97	\$ 235.97
Westside City Park	FEL	1	4	CY	1	\$ 87.00	\$ 87.00
Westside City Park	FEL	1	6	CY	1	\$ 102.00	\$ 102.00
Public Works (City Barn)	Roll-Off	3	30	CY	1	\$ 224.13	
WRUA 109 Interstate Dr.	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91
WRUA 520 Old Hwy 49	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91

Sub Total of Non-Residential: \$ 504.61

Total of All Services: \$ 35,925.73

BID PRICES 3-18-2021
WASTE MANAGEMENT

Monthly Service Detail
City of Flowood

						Effective May 2021	
Description	Type of Service	Quantity	Size of Container	Size Units	Collection Frequency (Weekly)	Rate	Ext. Amount
Residences	Containerized	2631	-		2	\$ 15.68	\$ 41,254.08
Fire Station No.1	FEL	1	2	CY	2	\$ 141.97	\$ 141.97
Fire Station No.2	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91
Fire Station No.3	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91
Fire Station No.3	RO RY	1	30	CY	Will-Call	\$ 224.13	
Fire Station No.4	FEL	1	8	CY	1	\$ 118.00	\$ 118.00
City Hall - Police Station	FEL	1	4	CY	2	\$ 173.97	\$ 173.97
Public Works Dept.	FEL	1	4	CY	2	\$ 173.97	\$ 173.97
Public Works Dept.	FEL	1	8	CY	2	\$ 235.97	\$ 235.97
City Pavillion Underwood Dr	FEL	1	4	CY	1	\$ 87.00	\$ 87.00
Liberty Park	FEL	2	8	CY	2	\$ 235.97	\$ 471.94
Winners Circle Park	FEL	1	8	CY	2	\$ 235.97	\$ 235.97
Refuge Golf Course	FEL	1	4	CY	2	\$ 173.97	\$ 173.97
Refuge Golf Course***	FEL	0	8	CY	2	\$ 235.97	\$ -
Chastain Flynt Library	FEL	1	4	CY	2	\$ 173.97	\$ 173.97
****Parks Maint. River Pine Cove	FEL	0	8	CY	2	\$ 235.97	\$ -
*R C Park 202 River Pines Cove	FEL	1	6	CY	1	\$ 102.00	\$ 102.00
**Nature Park 4077 Flowood Dr.	FEL	1	6	CY	2	\$ 203.97	\$ 203.97
Future							

\$ 2,332.52

* Added 11-18-2016

\$ 43,586.60

** Added to master service detail 8/28/2017 as authorized by Greg.

***Deleted 8-CY FEL at Refuge on 8-29-2017 as authoirized by Greg.

**BID PRICES 3-18-2021
WASTE MANAGEMENT**

Monthly Service Detail
City of Pearl

						Effective May 2021		
Description	Type of Service	Quantity	Size of Container	Size Units	Frequency (Weekly)	Rate	Ext. Amount	
Residences	Containerized	8882	-		2	\$ 15.68	\$ 139,269.76	House count updated 4/202
Fire Station No.1	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91	
Fire Station No.2	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91	
Fire Station No.3	Cart	1	90	Gallon	2	\$ 19.91	\$ 19.91	
Pearl Golf Course	FEL	1	8	CY	2	\$ 235.97	\$ 235.97	
City Hall	FEL	1	8	CY	1	\$ 118.00	\$ 118.00	
						\$ 235.97	\$ -	
City Maint. Shop McKay Cir	FEL	1	8	CY	2	\$ 235.97	\$ 235.97	
City Park Old Brandon Rd	FEL	1	8	CY	1	\$ 118.00	\$ 118.00	
Pearl Public Library	FEL	1	8	CY	2	\$ 235.97	\$ 235.97	
201 Compactor Road	Roll Off	0	40	CY	Will-Call	\$ 224.13	\$ -	Added by Teresa & Bill Public
***Parks & Recreation	FEL	0	6	CY	1	\$ 102.00	\$ -	
800 Center City Drive	FEL		4	CY	0.5	\$ 87.00	\$ -	**Cancelled by Aletha White
City of Pearl Non-Residential Sub-Total:							\$ 1,003.64	
Pearl Jr. High School	FEL	1	8	CY	5	\$ 589.97	\$ 589.97	
Pearl Jr. High School	FEL	1	6	CY	5	\$ 509.97	\$ 509.97	
Pearl Upper Elementary	FEL	2	8	CY	5	\$ 589.97	\$ 1,179.94	
Pearl Lower Elementary	FEL	2	8	CY	5	\$ 589.97	\$ 1,179.94	
Northside School	FEL	2	8	CY	5	\$ 589.97	\$ 1,179.94	Added 2nd FEL per Brenda I
Pearl High School	FEL	2	8	CY	5	\$ 589.97	\$ 1,179.94	
**Pearl High School	FEL	1	6	CY	5	\$ 509.97	\$ 509.97	
PPS District Bldg-Hwy 80	FEL	1	2	CY	1	\$ 71.00	\$ 71.00	
School Bus Shop	FEL	1	4	CY	1	\$ 87.00	\$ 87.00	
* Early Childhood Center	FEL	1	6	CY	5	\$ 509.97	\$ 509.97	*****
PPSD Maint. Shop Hwy 80	FEL	1	8	CY	2	\$ 235.97	\$ 235.97	
						\$ 235.97	\$ -	
Pearl Public School Sub-Total:							\$ 7,233.61	
TOTAL:							\$ 147,507.01	*****

City of Pearl Municipal + Pearl Public Schools TOTAL: \$ 8,237.25

*** Parks & Recreation service at 320 Center City Dr. requested by Stacey 7/30/2018 and approved by Mayor's office .

** 6-CY FEL at Pearl High School inadvertently omitted from detail for contract beginning 5/1/2016.

* Note: Early Childhood Dev. Center Changed from 1/week to 2/week pick-up per Brenda Myers on 9/30/2016.

****PPS schools suspended at specified locations per email from Brenda Myers 3/31/2020.

***** PPS Schedule effective 8/1/2020 thru 5/31/2021 per email from Brenda Myers 7/17/2020

***** Increase to 6CY @ 5/week frequency per email from Brenda Myers 9/20/2020.

Bid Prices
WASTE MANAGEMENT
3-18-2021

Monthly Service Detail
City of Brandon

						Effective May 2021	
Description	Type of Service	Quantity	Size of Container	Size Units	Collection Frequency (Weekly)	Rates	Ext. Amount
Residences	Containerized	8550	-		2	\$ 15.68	\$ 134,064.00
Fire Station No.1	Cart	2	90	Gallon	2	\$ 22.91	\$ 22.91
Fire Station No.2	Cart	2	90	Gallon	2	\$ 22.91	\$ 22.91
Fire Station No.3	Cart	2	90	Gallon	1	\$ 22.91	\$ 22.91
City Hall	FEL	1	8	CY	2	\$ 235.97	\$ 235.97
Maint. Bldg (North St.)	FEL	0	8	CY	1	\$ 118.00	\$ -
Maint. Bldg (North St.)	Roll Off	1	30	CY	Will-Call	\$ 224.13	
Amphitheater	Compactor	1	-	TON	Will-Call	\$ -	\$ -
Shiloh Park	FEL	2	8	CY	2	\$ 235.97	\$ 471.94
Shiloh Park (Seasonal)	FEL	2	8	CY	2	\$ 235.97	\$ 471.94
City Park	Cart	1	90	Gallon	1	\$ 19.91	\$ 19.91
Park 105 Kennedy Pkwy	Roll-Off	1	30	CY	-	\$ 224.13	\$ 448.26
Brandon Public Library	Cart	2	90	Gallon	2	\$ 22.91	\$ 22.91
Police Station	FEL	1	4	CY	1	\$ 87.00	\$ 87.00
Fire Station No. 4	Cart	2	90	Gallon	2	\$ 22.91	\$ 22.91
Fire Station No. 5	Cart	2	90	Gallon	2	\$ 22.91	\$ 22.91
Fire Station No. 6	Cart	2	90	Gallon	2	\$ 22.91	\$ 22.91

House Count updated 4/2021

** Added by Brandon/W-M Agreement 3-13-2018-billed separately

* Added 4/26/2016 - 6577 Grants Ferry Road

* Added 4/26/2017 - 1058 Starr Road

* Added 6/24/2016 - 147 Kennedy Farms Road

City of Brandon Non-Residential: **\$ 1,895.39**

City of Brandon TOTAL: **\$ 135,959.39**