

**Lauderdale County Board of Supervisors  
410 Constitution Ave, 11<sup>th</sup> Floor  
Meridian, Mississippi 39301  
601-482-9746 Main  
601-482-9744 Fax**

**RFP NO. #104-2022: LAUDERDALE COUNTY SOLID WASTE DISPOSAL  
(DOOR TO DOOR)**

**PACKET INCLUDES THE FOLLOWING:**

- Legal Advertisement
- Instructions to Contractors
- General Specifications (1.0 – 18.0)
- Definitions (1.01 – 18.0)
- Proposal Form A: Price Proposal
- Proposal Form B: Equipment List
- Vendor Data Sheet
- Conflict of Interest Statement
- Non-Collusion Affidavit of Bidder
- Professional Reference Sheet

**BID PROPOSALS DUE DATE: WEDNESDAY, APRIL 20, 2022, NOT LATER THAN 10:00 A.M.**

**NO LATE BID PROPOSALS WILL BE ACCEPTED**

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Firm Name

**LEGAL NOTICE**  
**ADVERTISEMENT FOR PROPOSALS**

**NOTICE** is hereby given that the Board of Supervisors of Lauderdale County, Mississippi, will receive sealed proposals until **10:00 a.m. on April 20, 2022**, for the following:

**PROPOSAL FOR RESIDENTIAL GARBAGE COLLECTION AND CONTRACTOR PROVIDED CARTS IN LAUDERDALE COUNTY OUTSIDE THE MUNICIPALITIES OF MERIDIAN AND MARION.**

The above shall be proposed per detailed specification on file in the Office of the Purchase Clerk, 410 Constitution Ave, 11<sup>th</sup> Floor, Meridian, MS 39301, (601) 482-9747, which may be obtained upon request or by visiting either the website of Lauderdale County Board of Supervisors at [www.lauderdalecounty.org](http://www.lauderdalecounty.org) or Central Bidding at [www.centralbidding.com](http://www.centralbidding.com).

**Electronic Bids/Proposals** can be submitted via Central Bidding at [www.centralbidding.com](http://www.centralbidding.com).

**Sealed Bids/Proposals** can be submitted by mail via USPS, by courier service i.e., FedEx or by hand to the Lauderdale County Purchasing Department, 410 Constitution Ave, 11<sup>th</sup> Floor, Meridian, MS 39301, Monday thru Friday between the hours of 8:00 a.m. to 5:00 p.m. Envelopes must be received by the acceptance date and time listed above.

Each proposal must be received in a sealed envelope which is marked in the lower left-hand corner with the words "PROPOSAL FOR RESIDENTIAL GARBAGE COLLECTION AND PROVIDING CARTS IN LAUDERDALE COUNTY OUTSIDE OF MUNICIPALITIES", "RFP #104-2022", and the "DATE OF THE PROPOSAL OPENING". Adherence to the proposal specifications is strongly recommended, as alternate proposals will not be considered.

From the proposals submitted, the Board of Supervisors shall select the most qualified based on price, technology, and other relevant factors, negotiate and enter into a contract, all pursuant to Section 31-7-13, Mississippi Code of 1972, as amended. All proposals offered will be read aloud. All proposals will be accepted and evaluated by the Lauderdale County staff.

The board reserves the right to reject any and all proposals received and to waive informalities.

By: Jonathan Wells, Board President

**SUBMITTED:**

**MERIDIAN STAR:  
PUBLISHED THE ABOVE LEGAL  
ADVERTISEMENT ON March 24<sup>th</sup>, 2022 & March 29<sup>th</sup>, 2022 and March 31<sup>st</sup>, 2022**

**PROOF OF PUBLICATION TO:**

Stephanie Jackson  
Lauderdale County Board of Supervisors  
410 Constitution Ave, 11<sup>th</sup> Floor  
Meridian, MS 39301  
Phone: 601-482-9735

## INSTRUCTIONS TO CONTRACTORS'

### RESIDENTIAL GARBAGE COLLECTION & DISPOSAL

1. RECEIPT AND OPENING OF PROPOSAL:

Lauderdale County, Mississippi, (the "County") hereby invites and will receive proposals on the forms attached hereto. Proposals will be received at Raymond P. Davis Courthouse Annex Building at 410 Constitution Avenue, 11<sup>th</sup> Floor in Meridian, Mississippi, until **10:00 a.m. on Wednesday, April 20, 2022**. Each proposal will be publicly opened, read aloud on the aforesaid date and taken under advisement for evaluation. The envelopes containing the proposals must be sealed and plainly marked "Proposal for Residential Garbage Collection and Providing Carts in Lauderdale County Outside of Municipalities".

2. PREPARATION OF THE PROPOSAL:

All proposals shall be made on the County furnished proposal form attached hereto and shall give the amount of the proposals for work and must be signed by the contractor.

Lauderdale County will not consider any proposal not prepared and submitted in accordance with the provisions hereof and Lauderdale County reserves the right to reject any and all proposals.

Any proposals may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof.

Any proposal received after the time and date specified shall not be considered.

3. PROPOSAL SECURITY:

Each proposal must be accompanied by a certified check of the proposer or a proposal bond in an amount of Twenty-Five Thousand Dollars (\$25,000.00). Such checks, or proposal bonds will be returned after the County and the accepted proposer have executed the contract.

The successful proposer, upon his/her failure or refusal to execute and deliver the contract and bonds required within fifteen (15) days after he/she has received notice of the acceptance of his/her proposal, shall forfeit to the County, as liquidated damages for such failure or refusal, the security deposited with his/her proposal.

4. EVIDENCE OF INSURANCE:

Each proposal must be accompanied by a certificate of insurance evidencing the coverages set forth in Section 11.00 of the General Specifications or be accompanied by a letter from an insurance company satisfactory to the County stating that the said insurance coverages will be furnished by it to the one submitting the proposal in the event it is the successful contractor.

5. ACCEPTANCE AND REJECTION OF PROPOSALS:

The Lauderdale County Board of Supervisors will consider such factors as uniform collection services, proposal price, experience, financial responsibility, reference checks, the vehicle and equipment schedule, the schedule of operations, local presence, and other relevant factors determining which proposal it deems best.

The Lauderdale County Board of Supervisors reserves the right to reject any and all proposals, and waive minor informalities which do not detract from the best interest of the Lauderdale County Board of Supervisors.

6. AWARD OF CONTRACT:

The Lauderdale County Board of Supervisors may award a contract, as soon as practicable after tabulation of said proposals. In no case will award be made until all necessary investigations are completed concerning the qualifications of the proposer whose proposal is considered to be in the best interest of the County.

The contract shall be deemed as having been awarded when the County shall have mailed formal notice of award to the contractor by certified mail, return receipt requested.

The contractor to whom the contract shall have been awarded will be required to execute a contract with the County in such form as may be mutually agreed upon and to furnish insurance certificates and either a performance bond or an irrevocable bank letter of credit in the amount of the annual revenue which must be provided within ten (10) days of the contract signing.

7. CONDITIONS:

Each contractor shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the work under the contract and be thoroughly familiar with the specifications.

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

8. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR:

The proposal must be properly signed in ink and the address of the contractor given. The legal status of the contractor, whether a corporation, a partnership, or an 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 contractor shall give full names of all partners. Partnership and individual contractors will be required to state in the proposal the names of all persons with an interest therein.

The place of residence of each contractor, or the office address in the case of a firm or company, with county, state and telephone number must be given after his signature. The contractor must maintain an office located in Lauderdale County. The contractor will purchase licenses in Lauderdale County. Preference will be given to contractors who strive to employ residents of Lauderdale County.

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

9. COMPETENCY OF CONTRACTOR:

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

The County requires submission with the proposal certified supporting data regarding the qualifications of the proposer in order to determine whether he/she is a qualified, responsible proposer. The proposer is required to furnish all of the following information: [such information shall be certified as true and correct by the proposer.]

- a. Vehicle and Equipment Schedule
- b. Schedule of Operations
- c. Details of the staging location or base of operations where vehicles and equipment will be housed during the term of the Contract
- d. A copy of the latest available financial statement of the proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a Certified Public Accountant.
- e. Evidence that the proposer is in good standing in the State of Mississippi, and, in the case of corporation organized under the laws of any other State, evidence that the proposer is licensed to do business in the State of Mississippi or take all necessary action to become so licensed if its proposal is accepted.
- f. Evidence that the proposer meets the insurance requirements of the Contract Documents.
- g. Evidence, in form and substance satisfactory to the County that proposer has been in existence as a going concern for in excess of five (5) years and has actual operating experience as a going concern in residential refuse collection and disposal in the State of Mississippi for in excess of five (5) years.
- h. Evidence, in form and substance satisfactory to the County, that proposer possesses as a going concern the managerial and financial capabilities to perform all phases of the work called for in the Contract Documents.

- i. Such additional information as will satisfy the County that the proposer is adequately prepared to fulfill the Contract. The proposer may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

10. DISQUALIFICATION OF CONTRACTORS:

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a contractor and the rejection of its proposal:

- a. Evidence of collusion among contractors.
- b. Lack of competency as revealed by financial statements, experience, or equipment statements as submitted, or other factors.
- c. Lack of responsibility as shown by past work, judged from the standpoint of work history as submitted.
- d. Default on a previous contract.
- e. Contact with any Lauderdale County Board Member about the RFP at any time between the date the RFP is published and the selection of the best overall Proposal.

11. VEHICLE AND EQUIPMENT SCHEDULE:

Proposer shall prepare and submit, on the form (attachment B) supplied with these instructions, a vehicle and equipment schedule. The schedule shall describe all equipment to be utilized by the contractor to fulfill the responsibilities of this work. For each item, the year, model, make, quantity and description of the collection vehicle will be provided. The schedule shall be subject to approval by the Lauderdale County Board of Supervisors, shall be a part of the final evaluation of proposals, and shall be strictly adhered to by the contractor if the proposal is accepted. The contractor may revise the equipment schedule as conditions merit, subject to approval by the County Board of Supervisors.

The County requires that all vehicles provided for use on this contract be new at the start of the Contract. Pre-owned vehicles may be utilized on a temporary basis for up to 60 days to allow time for new vehicles to be supplied. Vehicles must be twenty-five (25) cubic yards in size or smaller. A minimum of six (6) rear load collection vehicles shall be dedicated to collecting solid waste exclusively from customers in Lauderdale County. Additional spare vehicles shall be available for immediate use in Lauderdale County.

12. SCHEDULE OF OPERATIONS:

The proposer(s) shall prepare and submit with its' proposal an operations schedule that describes the methodology to be used in collection of residential solid waste. The operation plan should incorporate maps of the areas collected and days collected in those areas.

The schedule of operations shall also include a staffing plan that identifies the number of employees to be used by the company for this project, and whether these employees are residents of Lauderdale County. The County shall require that the contractor provide a non-driving local project manager who shall be dedicated to overseeing the Lauderdale County contract. The local project manager must be on-call and available for contact by the Lauderdale County Board of Supervisors 24/7.

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

13. QUANTITIES:

The County estimates that the number of residential units in Lauderdale County is approximately 14,300. The County makes no representation as to the reliability of its estimate for residential units. The proposal shall be based upon all residential units within the boundaries of Lauderdale County, Mississippi excluding municipalities.

14. DISPOSAL SITE:

All waste shall be hauled to and disposed of at an MDEQ approved site designated by the Board of Supervisors and located in Lauderdale County; the site may be either a Subtitle D Landfill or a transfer station. The disposal cost shall be paid by the County and should not be included in the proposed rate for collection services.

# RESIDENTIAL GARBAGE COLLECTION, BILLING & DISPOSAL

## GENERAL SPECIFICATIONS

### 1.0 Definitions

- 1.01 Bags
- 1.02 Bulky Waste
- 1.03 Bundle
- 1.04 County
- 1.05 Construction Debris
- 1.06 Cart
- 1.07 Contract Documents
- 1.08 Contractor
- 1.09 Dead Animals
- 1.10 Disposal Site
- 1.11 Garbage
- 1.12 Hazardous Waste
- 1.13 Produce
- 1.14 Refuse
- 1.15 Residential Refuse
- 1.16 Residential Unit
- 1.17 Rubbish
- 1.18 Stable Matter

### 2.0 Scope of Work

### 3.0 Type of Collection

- 3.01 Service Provided
- 3.02 Location of Carts, Bags and Bundles for Collection

### 4.0 Operation

- 4.01 Hours of Operation
- 4.02 Routes of Collection
- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Office
- 4.07 Hauling
- 4.08 Disposal



- 4.09 Notification
- 4.10 Point of Contact
- 4.11 Billing
- 5.0 Compliance with Laws
- 6.0 Effective Date
- 7.0 Nondiscrimination
- 8.0 Indemnity
- 9.0 License and Taxes
- 10.0 Term
- 11.0 Insurance
- 12.0 Basis And Method Of Payment
  - 12.01 Rates
  - 12.02 Modification of Rates
- 13.0 Transferability of Contract
- 14.0 Termination of Contract
- 15.0 Ownership
- 16.0 Disposal
- 17.0 Performance Bond
- 18.0 Force Majeure

1.0 Definitions

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for carts.
- 1.03 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 pounds in weight.
- 1.04 County – Lauderdale County, Mississippi.
- 1.05 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.06 Cart – A receptacle with a capacity of 95 gallons or more constructed of plastic and having a tight-fitting lid capable of preventing entrance into the cart. The cart shall be on wheels and capable of rolling to mechanical attachment for dumping into the garbage truck. The weight of a cart shall not exceed 60 pounds when empty. All carts shall blue in color and be numbered for identification purposes.
- 1.07 Contract Documents – The Request for Proposals, Instructions to Contractors, Contractor’s Proposal, General Specifications, and any addenda or changes to the foregoing documents agreed to by the County and the contractor.
- 1.08 Contractor – The person, corporation, or partnership performing refuse collection and disposal under contract with the County.
- 1.09 Dead Animals – 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 use or consumption.
- 1.10 Disposal Site – A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse and dead animals for processing or final disposal. The disposal site to be used for this contract shall be designated by the County.
- 1.11 Garbage – Any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; every accumulation of waste

(animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food carts; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

- 1.12 Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State Law; or waste, in any amount, which is regulated under Federal or State law. For purposes of this contract, the term hazardous waste shall also include motor oil, gasoline and paint.
- 1.13 Producer – An occupant of a residential unit who generates refuse and residential refuse.
- 1.14 Refuse – This term shall refer to residential refuse and bulky waste, construction debris and stable matter generated at a residential unit unless the context otherwise requires.
- 1.15 Residential Refuse – All garbage generated by a producer at a residential unit.
- 1.16 Residential Unit – A dwelling within the limits of the County occupied by a person or group of persons comprised of not more than two families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling within any such residential unit shall be billed separately as a residential unit. Multi-housing units such as apartments and mobile home parks consisting of more than four housing units shall not be included under this contract unless the owner of the property elects for each unit to be billed separately. However, if the property owner does not provide for commercial collection and disposal of garbage generated at the multi-housing units, then each unit shall constitute a residential unit.
- 1.17 Rubbish – All waste wood, wood products, tree trimmings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

- 1.18 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

## 2.0 Scope of Work

The work under this contract shall consist of the items contained in the proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the contract documents. The work under this contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different acts of God over which the contractor has no control. In the event of such a flood, hurricane or other acts of God, the contractor and the County will negotiate the payment to be made to the contractor, if the contractor and the County agree that such increased volume is to be handled by the contractor. Further, if the County and the contractor reach such agreement, then the County shall grant the contractor variances in rules and schedules as deemed necessary by the contractor.

## 3.0 Type of Collection

### 3.01 Service Provided

3.01.1 The contractor shall provide curbside collection service for the collection of residential refuse to each residential unit one (1) time per week. Carts shall be placed at curbside by 6:00 a.m. on the designated collection day. Any additional bagged garbage placed adjacent to the cart shall be collected by the contractor.

3.01.2 The contractor shall not provide for the special collection from residential units of bulky waste, construction debris, stable matter, dead animals, hazardous waste, or rubbish.

3.01.3 The Contractor shall be responsible for delivering carts to new customers and removing carts from delinquent customers within 5 days of request by the County.

3.02 Location of Carts – Each cart shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways (including alleys). Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, carts shall be placed as close as practicable to an access point for the collection vehicle.

## 4.0 Operation

4.01 Hours of Operation – Collection of refuse shall not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the County and the contractor.

4.02 Routes of Collection – Collection routes shall be established by the contractor. The contractor shall submit a map designating the collection routes to the County for approval, which approval shall not be unreasonably withheld. The contractor may from time to time propose to the County for approval of changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the County’s approval of proposed changes, the contractor shall promptly give written or published notice to the affected residential units.

4.03 Holidays – The following may be holidays for the purpose of this contract:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Customers whose normal collection day falls on a holiday will be served on the next available working day. The contractor will be allowed to work any of the above Holidays. Lauderdale County will be notified verbally of any and all changes in the schedule as well as advertisement in the local newspaper.

4.04 Complaints – All complaints shall be made directly to the contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the contractor shall investigate, and if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.

4.05 Collection Equipment – The contractor shall provide a minimum of six rear load vehicles for regular collection services. All vehicles shall be new at contract startup, and shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the vehicle number along with the identity and telephone number of the contractor.

4.06 Office – The contractor shall maintain an office in Lauderdale County through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The contractor shall also provide a local phone number where the contractor may be contacted at all times. Local phone numbers provided for emergency calls on the weekends can be a cell phone.

4.07 Hauling – All refuse hauled by the contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

4.08 Disposal – All refuse hauled by the contractor shall be hauled to the disposal site designated by the County.

4.09 Notification – The County shall notify all residents about complaint procedures, rates, regulations and day(s) for scheduled refuse collection.

4.10 Point of Contact – All communications, contracts, etc., between the contractor and the County shall be directed to the following contractor’s representative:

. (Title of Position or Office)

4.11 Billing – Lauderdale County will be responsible for billing each resident in the County and Lauderdale County will provide a list to the contractor of all addresses to be serviced.

5.0 Compliance with Laws

The contractor shall conduct operations under this contract in compliance with all applicable laws.

6.0 Effective Date

This contract shall be effective upon the execution of the contract and performance of such contract shall begin on May 1<sup>st</sup> 2022.

7.0 Nondiscrimination

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

8.0 Indemnity

The contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys’ fees to the extent resulting from a willful or negligent act or omission of the contractor, its officers, agents, servants and employees in the performance of this contract.

9.0 License and Taxes

The contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required.

10.0 Term

The contract shall be for a five (5) year period beginning upon the commencement date of this contract and ending April 30, 2027. The contract can be extended for five (5) additional one (1) year periods with mutual agreement of both parties. In no case the contract will be longer than the ten (10) years allowed by the Mississippi State Statute before requesting proposals.

11.0 Insurance

The contractor shall at all times during the contract maintain in full force and effect, Employer’s Liability, Workman’s Compensation, Public Liability and Property Damages Insurance, including contractual liability coverage for the provisions of Section 8.0. All insurance shall be by insurers and for policy limits acceptable to the County, and before commencement of work hereunder the contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”

For the purpose of the contract, the contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workman’s Compensation	Statutory
Employer’s Liability	\$ 500,000/\$ 500,000/\$ 500,000
Bodily Injury Liability Except Automobile	\$ 1,000,000.00 each occurrence \$ 2,000,000.00 aggregate
Property Damage Liability Except Automobile	\$ 1,000,000.00 each occurrence \$ 2,000,000.00 aggregate
Automobile Bodily Injury & Property Damage (CSL)	\$ 1,000,000.00 aggregate (limit)
Excess Umbrella	\$ 5,000,000.00

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The contractor’s parent corporation may provide the coverages.

12.0 Basis And Method of Payment

12.01 Rates

For collection services required to be performed pursuant to Section 3.01.1, the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with Section 12.02.

## 12.02 Modification of Rates

The fees payable by Lauderdale County to the contractor shall be annually adjusted by the same percentage as the Consumer Price Index for all Urban Consumers, Garbage and Trash Collection, Not Seasonably Adjusted, Base Period December 1983 = 100, as published by the U. S. Department of Labor, Bureau of Labor Statistics, the CPI shall have increased during the preceding twelve (12) months. In the event the U. S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary of the commencement of services hereunder, and rate adjustments for succeeding agreement years shall take effect on the successive anniversary dates of the commencement of services during each succeeding year throughout the term hereof and all extensions and/or renewals. Monthly payments due from Lauderdale County to the contractor shall be adjusted to compensate for such annual rate increases.

## 12.03 Method of Payment

The Contract will be based upon the agreed upon number of residential homes serviced in Lauderdale County multiplied by the cost per home proposed. Payments to the contractor will be made monthly in arrears. The monthly service fee will be considered as a guide for amending the contract should a service area become annexed or should Lauderdale County take on additional homes as a service to a city or previously un-serviced area during the term of the proposed contract.

## 13.0 Transferability of Contract

Other than by operation of law, no assignment of the contract or any right accruing under this contract shall be made in whole or in part by the contractor without the express written consent of the County which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the contractor.

## 14.0 Termination of Contract

Except as otherwise provided herein, if the Contractor breaches these Contract Documents in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the County has given the Contractor written notice, by United States Certified Mail, Return Receipt Requested, postage prepaid, of such breach or default, unless a longer period of time is required to cure such breach or default and the Contractor shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the County may: **a)** terminate this Contract as of the date which the County may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; **b)** cure the breach or default at the expense of the Contractor and its bonding agency or bank as described in Section 17; or **c)** have recourse to any other



right or remedy to which it may be entitled by law, including, but not limited to, the right for all damages or loss suffered as a result of such termination. In the event the County waves default by the Contractor, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

15.0 Ownership

Title to refuse that the contractor has agreed to accept shall pass to the contractor when placed in the contractor's possession from a cart or removed by the contractor from the residential unit, whichever last occurs.

16.0 Disposal

All refuse shall be deposited at a facility designated by the County. The County shall pay the disposal cost. At no time shall the contractor combine waste from any other waste stream with that of Lauderdale County.

17.0 Performance Bond

- (1) The contractor shall enter into an annual revenue performance bond or provide an irrevocable bank letter of credit, renewable each contract year, with a surety company or bank qualified to do business in the State of Mississippi upon execution of a contract, with Lauderdale County as the obligee and conditioned upon contractor faithfully performing all the terms and conditions of the agreement.
- (2) Said bond must be in the amount of the Contract for one year's services and shall be renewed and adjusted each year to the amount of the Contract.
- (3) The premium for the bonds(s)/irrevocable bank letter of credit(s) described above shall be paid by the contractor. A certificate from the surety showing that the bond premiums are paid in full or the funds are pledged on behalf of letter of credit shall accompany the bond or irrevocable bank letter of credit.
- (4) The surety on the bond or the bank providing the irrevocable bank letter shall be a duly authorized corporate surety company or bank authorized to do business in the State of Mississippi.
  - a) Power of Attorney – Attorneys-in-fact who sign the performance bonds or irrevocable bank letter of credit must file with each bond or letter of credit a certified and effectively dated copy of their power of attorney.
  - b) Sole Remedy – Notice/Remedy or Default. The contractor shall have at least ten (10) days in which to remedy any breach or default by the contractor under this agreement, prior to Lauderdale County taking any action based on default. The time period for remedying the default shall run from the time of receipt by the contractor of written notice of default.

18.0 Force Majeure:

From and after the date of this agreement, the contractor'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 cause or causes beyond the reasonable control of the contractor. Such causes may include by way of example and not limitations, acts of God, acts of war, riot, fire, explosions, judicial administration or government laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any government body to issue/grant the suspension, revocation or modification of any license, permit or other authorization necessary for the services envisioned by this agreement; national defense requirements, labor strike, lockout or injunction.

**THIS SPACE WAS LEFT BLANK INTENTIONALLY**

**PROPOSAL FORM A: PRICE PROPOSAL**

**CONTRACTOR'S PROPOSAL FOR RESIDENTIAL GARBAGE COLLECTION**

**TO THE BOARD OF SUPERVISORS OF LAUDERDALE COUNTY, MISSISSIPPI**

Proposal of \_\_\_\_\_,  
an (individual) (partnership) (corporation) organized under the laws of the State of \_\_\_\_\_.

The undersigned, having carefully read and considered the terms and conditions of both the Instructions to Contractors and General Specifications for Residential Garbage Collection does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

For residential solid waste collection using semi-automated cart system in  
Lauderdale County located outside of the municipalities of Meridian and Marion.

All proposals should follow the format below for submitting pricing for residential household waste. Each price should be inclusive of the contractor's cost for that service. **No alternative proposals will be allowed.**

**MONTHLY PRICE PER RESIDENTIAL UNIT: \$ \_\_\_\_\_**

**CART PROVIDED BY CONTRACTOR INCLUDING MAINTENANCE OF CART**

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## PROPOSAL FORM B: EQUIPMENT LIST

Please complete this form in its entirety. Proposers may attach additional information (brochures, specifications, etc.) regarding the equipment to be used for this project.

### VEHICLES

Please list all vehicles that will be dedicated to providing solid waste collection service in Lauderdale County. All primary collection vehicles provided for this contract shall be new (2022 model or newer) at contract startup, and shall not exceed 25 cubic yards in size. A minimum of 6 primary collection vehicles shall be provided for use under this contract. List any additional spare vehicles that will be available locally. Contractors may be permitted to utilize pre-owned equipment for up to 60 days to allow for manufacturer and delivery of new vehicles.

<i><b>QTY</b></i>	<i><b>YEAR</b></i>	<i><b>CHASSIS MFG</b></i>	<i><b>BODY TYPE</b></i>	<i><b>BODY MFG</b></i>
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### RESIDENTIAL ROLL-OUT CONTAINERS

Please describe the containers to be utilized in this contract including the manufacture name and model. All solid waste containers must be injection molded and a minimum 95 gallons in size.  
Containers must be in place at each residential unit prior to beginning service.

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**VENDOR DATA FORM**

*I, the undersigned, do hereby acknowledge I have read all the requests listed herein and have submitted my bid and all documentation required accordingly.*

NAME OF COMPANY: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_ (Attach Form W-9)

***I hereby certify that I am authorized to sign this proposal for/or on behalf of the company.***

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

***(Authorized Principal)***

DIRECT PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

PRINTED NAME & OFFICIAL TITLE: \_\_\_\_\_

**\*\*\*\*\*PLEASE PROVIDE ADDITIONAL INFORMATION BELOW IF APPLICABLE\*\*\*\*\***

**AUTHORIZED PERSON IN CHARGE OF PROJECT AT THIS LOCATION:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DIRECT PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

CELL: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

LOCATION ADDRESS *(if different from above)*: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

***(Authorized Person in Charge of Project)***

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## BIDDER CONFLICT OF INTEREST STATEMENT

STATE OF MISSISSIPPI, \_\_\_\_\_  
Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn  
deposes and states:

1. I am the \_\_\_\_\_ of \_\_\_\_\_, with a local  
office in \_\_\_\_\_ and principal office in \_\_\_\_\_.  
(City & State) (City & State)
2. The above-named entity is submitting a Proposal for Lauderdale County described as Request for  
Proposal Solid Waste Disposal (Door to Door).
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit  
based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the  
above-named entity has no financial interest in other entities submitting proposals for the same  
project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any  
agreement, participated in any collusion, or otherwise taken any action in restraints of free  
competitive pricing in connection with the entity's submittal for the above proposal. This  
statement restricts the discussion of pricing data until the completion of negotiations if necessary  
and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or  
otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of  
interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an  
employee position or actively seeking an elected position with Lauderdale County.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest  
in any aspect of Lauderdale County.
10. In the event a conflict of interest is identified in the provision of services, I, on behalf of the  
above-named entity, will immediately notify Lauderdale County.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_

Identification type: \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

Printed, typed, or stamped commissioned name of notary public.

My commission expires: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**NON-COLLUSION AFFIDAVIT OF BIDDER**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that:

1. He/or She is \_\_\_\_\_ of \_\_\_\_\_ the bidder  
Title Company Name  
that has submitted the attached proposal.

2. He/or She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

3. Such Bid is genuine and is not a collusive or sham bid.

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against Lauderdale County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public, State of Mississippi. My Commission Expires: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**VENDOR PROFESSIONAL REFERENCE SHEET**

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the Lauderdale County Board of Supervisors.

Indicate the length of time you have been in business as a company providing the type of service(s) required for this agreement. Year(s) \_\_\_\_\_ Month(s) \_\_\_\_\_

Please provide a minimum of three (3) references, which may substantiate past work performance and experience in the type/or scope of work/service, or equipment/product required for this contract. This should include the following: Business Name, Address, Contact Person, Length of Time of Service, Phone Number, and their email address.

1. Business Name: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_ Length of Time of Service: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

2. Business Name: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_ Length of Time of Service: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

3. Business Name: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_ Length of Time of Service: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Company Name of Bidder/Vendor

\_\_\_\_\_  
Signature of Person Completing

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**