

**REQUEST FOR PROPOSALS**  
**RESIDENTIAL SOLID WASTE COLLECTION FOR THE**  
**CITY OF EUPORA, MISSISSIPPI**

Pursuant to an order of the City of Eupora Board of Aldermen, adopted on **March 20, 2023**, notice is hereby given that sealed proposals concerning the specifications for such services will be received by the City of Eupora at City Hall until **2:00 p.m.** on **Friday, August 18, 2023**, for **RESIDENTIAL SOLID WASTE COLLECTION FOR THE CITY OF EUPORA, MISSISSIPPI**. Proposals must be filed on or before said time with the City Clerk, and at said time and place. Proposals will be opened at the recessed meeting of the Mayor and Board of Aldermen at **6:00p.m.** on **Monday, August 21, 2023**, and read aloud. 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 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 based on price, technology, and other relevant factors and from such proposals, but not limited to the terms thereof, negotiate and enter into contracts with one or more of the persons or firms submitting proposals. If the governing authority or agency deems none of the proposals to be qualified or otherwise acceptable, the request for proposals process may be reinitiated. Proposers may obtain the detailed Request for Proposals by contacting Gail Newton, City Clerk of the City of Eupora at 662-258-2291.

The City of Eupora reserves the right to reject any and all proposals, and waive minor informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the CITY. Proposals will be reviewed and may be taken under advisement for board consideration. The selected Contractor will be awarded the contract through an action of the Board of Aldermen of the City of Eupora, approving, and adopting the contract documents, providing for its enforcement and penalties as provided by law.

It is the intent of this document to describe certain traits and characteristics conducive to the effective, efficient, safe, sanitary, and economical operation of a solid waste program for optimum serviceability and satisfaction in the City of Eupora. It is the intent of the CITY to accept proposals from professional solid waste companies with a proven track record of residential solid waste collection services.

Envelopes containing proposals, guarantee, etc. must be sealed, marked, and addressed as follows:

## **INSTRUCTIONS TO PROPOSERS**

### **PREPARATION OF PROPOSALS**

Please use the Price Proposal Form included herein. Each proposal shall be legibly written or printed in ink. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under which the laws of the corporation is chartered and the names, titles, and business addresses of the President, Secretary, and Treasurer. Failure to properly sign proposal may disqualify the same.

All proposals shall be submitted to the **City Clerk** at City Hall, 390 Clark Ave., Eupora, MS 39744, or mailed to the **City Clerk**, 390 Clark Ave, Eupora, MS 39744. The outside envelope shall be identified with the words **“Proposal for Residential Solid Waste Collection for City of Eupora, Mississippi” the proposer’s name, and the proposer’s address, opening date and time to “THE CITY OF EUPORA, MS.”**

Proposers should familiarize themselves with the work herein contemplated by personally visiting the location of the work.

### **REJECTION OF PROPOSAL**

Any proposal may be rejected in the case of any omission, alteration of form, additions or conditions not called for, unauthorized alternate proposals, incomplete proposals, erasures, or irregularities of any kind.

### **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful proposer, upon his/her failure or refusal to execute and deliver the contract and bonds required within thirty (30) days after he/she has received notice of the acceptance of his/her proposal, shall forfeit to the CITY, as liquidated damages for such failure or refusal, the security deposited with his/her proposal.

## COMPETENCY OF PROPOSER

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

The CITY requires submission with the proposal certified supporting data regarding the qualifications of the proposer 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 CITY that proposer has been in existence as a going concern for more than five (5) years and has actual operating experience as a going concern in 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 CITY, 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 CITY 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 organization.

## **DISQUALIFICATIONS OF PROPOSERS**

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

- (a) Evidence of collusion among proposers.
- (b) Lack of competency as revealed by either 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 workmanship as submitted.
- (j) Default on a previous contract for failure to perform.
- (k) Failure to meet the requirements set forth in this document.

## **SERVICE AREAS**

The service area includes residential units within the incorporated limits of The City of Eupora. It is estimated that solid waste collection service is provided to approximately 950 total residential customers. This information is furnished for the convenience of prospective proposer(s) and is to be considered as an approximate number only. These estimates are not guaranteed to be accurate and are furnished without any liability on the part of City of Eupora.

## **SCOPE OF SERVICE – RESIDENTIAL**

The City of Eupora would like to consider multiple options for service. Please provide proposals for the following options:

**Option #1** - The services to be provided by the Company in the City limits (incorporated area) shall be for the **twice per week** curbside collection of all household garbage generated by the Residential Units in the City limits. The Company shall provide backdoor service to Residential Units where a physician has certified that all the residents in that unit are physically incapable of delivering the container to the curb. Residents **WILL BE provided with one cart or receptacle** by the Company and may order additional carts for an additional charge up to a maximum of three (3) carts.

**Option #2** - The services to be provided by the Company in the City limits (incorporated area) shall be for the **twice per week** curbside collection of all household garbage generated by the Residential Units in the City limits. The Company shall provide backdoor service to Residential Units where a physician has certified that all the residents in that unit are physically incapable of delivering the container to the curb. Residents **WILL NOT** be provided with a cart or receptacle by the Company.

**Option #3** - The services to be provided by the Company in the City limits (incorporated area) shall be for the **once per week** curbside collection of all household garbage generated by the Residential Units in the City limits. The Company shall provide backdoor service to Residential Units where a physician has certified that all the residents in that unit are physically incapable of delivering the container to the curb. Residents **WILL BE provided with one cart or receptacle** by the Company and may order additional carts for an additional charge up to a maximum of three (3) carts.

**Option #4** - The services to be provided by the Company in the City limits (incorporated area) shall be for the **once per week** curbside collection of all household garbage generated by the Residential Units in the City limits. The Company shall provide backdoor service to Residential Units where a physician has certified that all the residents in that unit are physically incapable of delivering the container to the curb. Residents and **WILL NOT BE provided with one cart or receptacle** by the Company.

#### **SCOPE OF SERVICE – COMMERCIAL (FEL)**

Commercial Entities in the City limits shall be responsible for their own services.

#### **VEHICLE AND EQUIPMENT SCHEDULE**

The Proposer shall prepare and submit, on the forms 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 packer body and chassis will be provided. The schedule shall be subject to approval by the City of Eupora, 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 City of Eupora. The CITY requires that all vehicles provided for use on this contract be viable and reliable at the start of the start of the contract.

**SCHEDULE OF OPERATIONS**

The proposer(s) shall prepare and submit to the City of Eupora upon request an operations schedule describing how the contractor intends to accomplish the requirements of the RFP. The schedule shall also provide the number of employees to be used by the company for this project.

The schedule will be subject to the approval of the City of Eupora 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 the conditions dictate, subject to approval by the City of Eupora.

**COLLECTION TIMES / HOLIDAYS**

Collection of refuse shall not begin before 6:00a.m. each day. Garbage and trash collection will be allowed on all weekdays and Saturdays. In special cases where the company needs to work on Sunday, it shall first obtain written permission from the CITY.

The following holidays may be observed by the Company:

- |                         |                                    |
|-------------------------|------------------------------------|
| New Years Day           | Dr. Martin Luther King Jr. Holiday |
| Memorial Day            | Juneteenth                         |
| Independence Day        | Labor Day                          |
| Indigenous People’s Day | Veterans Day                       |
| Thanksgiving Day        | Christmas Day                      |

The Company may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday. The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspapers serving the affected area.

**LOCAL OPERATIONS**

A physical presence within the route system and personal interaction with customers as well as the Contractor personnel is believed to be essential to effective route management and client satisfaction.

**The Contractor shall maintain an office and a base of operations which houses and maintains trucks and equipment within 45 miles of the City of Eupora** through which it can be contacted. Contractors must provide customers with either a local, no fee, telephone number or a toll-free telephone number.

## **APPROVED CONTAINERS**

Should the CITY select an option where carts or receptacles are provided by the COMPANY the garbage placed for collection shall be stored in Approved Containers, as described herein. Ninety-five (95) gallon roll-out containers shall be provided by the CONTRACTOR at each Residential Unit. All Contractors will provide service using the CONTRACTOR owned and provided carts. The CONTRACTOR supplied Cart shall remain the property of the CONTRACTOR and each Residential Unit will be responsible for the care and custody. THE CONTRACTOR will be responsible for repair or replacement of carts.

## **LOCATION OF COLLECTION**

The residential units will be required by the CITY to place garbage and trash in a location that is readily accessible to the Company and its equipment, not more than five (5) feet from curb or edge of traveled portion of public road. CITY will aid the company in resolving problems of garbage and trash location. In rural areas, pickups will be limited to mailbox locations or edge of driveway where mailbox is located across from the residence.

## **SERVICE INQUIRIES**

All complaints shall be made directly to the Company. The company shall give all complaints prompt and courteous attention. In the case of the alleged missed collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

## **BILLING SERVICES**

The City of Eupora shall provide billing services for all customers in the Service Area, including all Residential Properties. The City shall:

- (i) bill all customers in the Service Area, including all Residential, at the rates permitted in this Agreement;
- (ii) maintain accurate billing and payment records; and
- (iii) bill customers on the following schedule or as otherwise approved by The City of Eupora:
  - a. Each Residential customer shall be billed no less frequently than monthly, in advance.

Service Recipients' bills shall be itemized showing the charges for each classification of services.

The CITY may bill to customers a late payment fee, interest, NSF check charges, as well

as all costs associated with bad debt collection. The CITY may request the suspension or termination of service to accounts that become more than sixty days past due. If such service is reactivated, the CITY may charge a reactivation fee and/or may require a deposit from the customer.

#### **NOTIFICATION OF CUSTOMERS**

The CITY shall notify all customers about service inquiry procedures, regulations, and day(s) of collection.

#### **COMPANY'S PERSONNEL**

The Company shall assign a qualified person or people to oversee the performance of this contract. The Company's collection employees shall wear a uniform or shirt bearing the Company's name. Each employee shall always, carry a valid driver's license for the type of vehicle he or she is driving. The Company shall provide operating and safety training for all personnel. No person shall be denied employment by the company for reasons of age, race, sex, creed, religion, sexual orientation, gender identity, or national origin.

#### **ACCEPTANCE AND REJECTION OF PROPOSALS**

The City of Eupora 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 City of Eupora reserves the right to reject any and all proposals and waive minor informalities which do not detract from the best interest of the City of Eupora.

#### **AWARD OF CONTRACT**

The City of Eupora may award a contract(s), as soon as practicable after tabulation of said proposals. In no case will the award be made until all necessary investigations are completed concerning the qualifications of the proposer(s) whose proposal is considered to be in the best interest of the CITY.

The City of Eupora reserves the right to reject any and all proposals, and waive minor informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the CITY.



**COMPENSATION**

The Contract will be based upon the agreed upon number of residential homes serviced in City of Eupora multiplied by the cost per home proposed. Payments to the COMPANY 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 the CITY take on additional homes or previously not serviced area during the term of the proposed contract. Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for All Urban Customers – Water, Sewer & Trash Collection Service, Not Seasonally Adjusted, All Areas, published by the Bureau of Labor Statistics, U. S. Department of Labor.

**LOCAL CONDITIONS AFFECTING WORK**

Each proposer shall visit the contract area and shall completely inform himself relative to traffic congestion, type of housing, population density, collection procedures required, labor, and all other conditions and factors, local and otherwise, which would affect execution and completion of the work at the prices proposed. Such considerations shall include the arrangement and condition of existing structures and facilities, the availability and cost of labor, and facilities for transportation, handling and storage of materials and equipment. Normal development and/or redevelopment in the CITY must also be considered. All such factors shall be properly investigated and considered in the preparation of the proposal. There shall be no subsequent financial adjustment for lack of such prior information.

**INSURANCE AND OTHER REQUIREMENTS**

During the term of this contract, Company shall maintain in full force and effect the following insurance:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workmen’s Compensation	Statutory
Employer’s Liability	\$500,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$500,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Auto Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

## **PERMITS, LICENSES AND TAXES**

The Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The company shall promptly pay all taxes required by local, state, and federal laws.

## **EXCLUSIVE CONTRACT**

The Company shall have the sole and exclusive franchise license and privilege to provide residential solid waste collection and removal services for and on behalf of the City of Eupora. This agreement shall not constitute a franchisee or exclusive right to collect solid waste from institutional and industrial units in the City of Eupora.

## **TERM**

This Contract shall be for an initial term of six (6) years effective September 1, 2023. The initial term of this Contract shall be automatically extended without any further action by the parties for up to four (4) additional one (1) year terms upon the same terms and conditions unless the City of Eupora or Contractor elects to terminate this Contract effective upon the expiration of the initial six (6) year term by giving the other party at least ninety (90) days prior written notice of termination by certified mail, return receipt requested.

The Contractor is advised that section 17-17-5 of the Mississippi Code of 1972, Annotated, allows the City of Eupora to enter into contracts for the collection and disposal of garbage and rubbish for a term up to six (6) years, and that HB40, enacted July 1, 2019, allows municipalities to enter into these contracts for an initial term of six (6) years and four (4) additional one-year terms for a total of ten (10) years.

## **PROPOSAL SECURITY**

Each proposal must be accompanied by a certified check of the proposer, negotiable; legally approved government bonds (at par value) or a proposal bond, duly executed by the proposer as principal and having the surety hereon a surety company approved by the owner, in an amount of Twenty-Five Thousand Dollars (\$25,000.00). Such checks, or proposal bonds will be returned after the CITY and the accepted proposer have executed the contract, or, if no award has been made within 90 days after the date of the opening of proposals, upon demand of the proposer at any time thereafter, so long as he/she has not been notified of the acceptance of his/her proposal.

## **PERFORMANCE BOND**

The successful proposer(s) shall furnish within ten (10) days after notice of award a fully executed contract and a performance bond in the estimated annual fee for the proposals awarded on forms approved by the City of Eupora. The Performance Bond shall serve as security for the faithful performance of this contract. Such bond will not be acceptable unless the surety is a reputable surety company, authorized to do business in the State of Mississippi and satisfactory to the City of Eupora. The bond must be signed or countersigned by a Mississippi Resident Agent who has filed with the Mississippi Attorney General's office such papers as are necessary to show that the agent is qualified to execute said instruments.

## **EXPLANATIONS**

Questions regarding the RFP may be submitted to the City Clerk at [euporacityclerk@gmail.com](mailto:euporacityclerk@gmail.com) 662-258-2291.

## **GENERAL INFORMATION**

Proposers shall inform themselves and comply with all pertinent regulations and ordinances. State and Federal laws, licenses, and tax liability which may in any manner affect their proposal and prosecutions of the work.

**PRICE PROPOSAL FORM**

Date: \_\_\_\_\_

PROPOSAL OF: \_\_\_\_\_  
(hereinafter called the "Proposer")

organized and existing under the laws of the State of \_\_\_\_\_ doing business as:

\_\_\_\_\_  
(Insert Corporation/Partnership/Individual)

TO THE CITY OF EUPORA, MISSISSIPPI (hereinafter called "Owner")

The Proposer, in compliance with the request for proposals for **RESIDENTIAL SOLID WASTE COLLECTION FOR CITY OF EUPORA, MISSISSIPPI**, and having examined the specifications herein, hereby proposes to furnish all labor, materials, and supplies, and to perform the work in accordance with this Request for Proposals, at the price stated below. This price is to cover all expenses incurred in performing the work required.

**PRICE PROPOSAL:** The Proposer agrees to provide residential household garbage collection and disposal twice per week, cart contents only, for the sum of:

**OPTION #1: PICKUP TWICE PER WEEK – CART/RECEPTACLE PROVIDED BY COMPANY**

**RESIDENTIAL**

\_\_\_\_\_ \$ \_\_\_\_\_ per first cart per  
RESIDENCE  
(Written)

\_\_\_\_\_ \$ \_\_\_\_\_ per additional cart per  
RESIDENCE  
(Written)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**OPTION #2: PICKUP TWICE PER WEEK – NO CART/RECEPTACLE WILL BE PROVIDED BY THE COMPANY.**

**RESIDENTIAL**

\_\_\_\_\_ \$ \_\_\_\_\_ per RESIDENCE  
(Written)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**OPTION #3: PICKUP ONCE PER WEEK – CART/RECEPTACLE PROVIDED BY THE COMPANY.**

**RESIDENTIAL**

\_\_\_\_\_ \$ \_\_\_\_\_ per first cart per  
RESIDENCE  
(Written)

\_\_\_\_\_ \$ \_\_\_\_\_ per additional cart per  
RESIDENCE  
(Written)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**OPTION #4: PICKUP ONCE PER WEEK – NO CART/RECEPTACLE WILL BE PROVIDED BY THE COMPANY.**

**RESIDENTIAL**

\_\_\_\_\_ \$ \_\_\_\_\_ per RESIDENCE  
(Written)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

RESPECTFULLY SUBMITTED BY:

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Name / Title

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Signature

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Date

ATTEST BY:

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Name / Title

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Signature

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Date