

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

Pursuant to an order of the City of Columbus City Council, adopted on **January 17, 2023**, notice is hereby given that sealed proposals concerning the specifications for such services will be received by the City of Columbus at City Hall until **10:00 a.m.** on **Tuesday, February 14, 2023** for **RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION FOR CITY OF COLUMBUS, 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 **10:30 a.m.** 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 on the basis of price, technology and other relevant factors and from such proposals, but not limited to the terms thereof, negotiate and enter into contracts with one or more of the persons or firms submitting proposals. If the governing authority or agency deems none of the proposals to be qualified or otherwise acceptable, the request for proposals process may be reinitiated. Proposers may obtain the detailed Request for Proposals by contacting James Brigham, Secretary Treasurer of the City at 662-329-5120.

The City of Columbus 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 CITY, 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 Columbus. 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 **City Clerk** at City Hall, 523 Main Street, Columbus, MS 39701, or mailed to **City Clerk**, 523 Main Street, Columbus, MS 39701. The outside envelope shall be identified with the words **“Proposal for Residential and Commercial Solid Waste Collection for City of Columbus, Mississippi” the proposer’s name, and the proposer’s address, opening date and time to “THE CITY OF COLUMBUS, MS.”**

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

REJECTION OF 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 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 CITY 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 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.

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 Columbus. It is estimated that solid waste collection service is provided to approximately 9,600 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 Columbus.

SCOPE OF SERVICE – RESIDENTIAL

The services to be provided by Company in the City limits (incorporated area) shall be for the **twice per week** curbside collection of all household garbage, cart contents only, generated by the Residential Units and Light Commercial Entities 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 Light Commercial Entities will be provided one cart by Company and may order additional carts for an additional charge up to a maximum of three (3) carts.

SCOPE OF SERVICE – COMMERCIAL (FEL)

The exclusive services to be provided by Company in the City limits (incorporated area) shall be for the collection and disposal of all garbage placed inside contractor provided front-end load (FEL) containers (dumpsters), generated by the Commercial Entities in the City limits. The approximate number of customers based on the size of container and frequency of service is provided in the matrix below:

Commercial Matrix Quantities – Number of current customers for each size and frequency

	Service Days per Week					
Size / Freq	1	2	3	4	5	6
2	0	0	0	0	0	0
4	0	0	0	0	0	0
6	0	0	0	0	0	0
8	0	0	0	0	0	0

VEHICLE AND EQUIPMENT SCHEDULE

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 Columbus, 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 Columbus. 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 Columbus 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 Columbus, 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 City of Columbus.

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 by the CITY.

The following holidays may be observed by the Company:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence 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 Columbus 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

Garbage placed for collection shall be stored in Approved Containers, as described herein. Ninety-five (95) gallon roll-out container 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 and Commercial Unit will be responsible for the care and custody. CONTRACTOR will be responsible for repair or replacement of carts.

LOCATION OF COLLECTION

The residential units and Light Commercial Entities 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. Private roads will not be traveled.

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 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.

NOTIFICATION OF CUSTOMERS

The Company 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 persons to be in charge of its performance of this contract. The Company's collection employees shall wear a uniform or shirt bearing the Company's name. Each employee shall, at all times, carry a valid driver's license for the type of vehicle he 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, or religion or national origin.

ACCEPTANCE AND REJECTION OF PROPOSALS

The City of Columbus 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 Columbus 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 Columbus.

AWARD OF CONTRACT

The City of Columbus may award a contract(s), 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(s) whose proposal is considered to be in the best interest of the CITY.

The City of Columbus 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 Columbus 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 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 and commercial solid waste collection and removal services for and on behalf of the CITY. This agreement shall not constitute a franchisee or exclusive right to collect solid waste from institutional and industrial units in the CITY.

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 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 Columbus 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 Columbus. 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 Columbus. 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 james.brigham@columbusms.org 662-329-5120.

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 COLUMBUS, MISSISSIPPI (hereinafter called "Owner")

The Proposer, in compliance with the request for proposals for **RESIDENTIAL SOLID WASTE COLLECTION FOR CITY OF COLUMBUS, 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:

RESIDENTIAL

_____ \$ _____ per first cart
(Written)

_____ \$ _____ per additional cart
(Written)

LIGHT COMMERCIAL ENTITIES

_____ \$ _____ per first cart
(Written)

_____ \$ _____ per additional cart
(Written)

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

COMMERCIAL FEL SERVICES

See pricing matrix on following page.

Commercial Matrix Rates

	Service Days per Week					
Size / Feq	1	2	3	4	5	6
2	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$

RESPECTFULLY SUBMITTED BY:

Name / Title

Signature

Date

ATTEST BY:

Name / Title

Signature

Date