

**SPECIFICATIONS
FOR GARBAGE PICKUP AND DISPOSAL SERVICE**

CITY OF LUCEDALE, MISSISSIPPI

The Mayor and Board of Alderman of the City of Lucedale, Mississippi is soliciting sealed written proposals, from qualified individuals, firms, and corporations for garbage pickup and disposal service in the City of Lucedale, Mississippi.

Each offeror must agree to and be prepared to execute a contract with the City of Lucedale, according to the terms as set forth in the alternate accepted by the City. A copy of the base contract is attached hereto as **Exhibit A**.

Each offeror must also provide the following:

- A. Name, address, and telephone number of offeror.
- B. State offer for the monthly charge for garbage pickup and disposal according to the alternates which you bid.
- C. A Proposal/Bid Security made payable to the City in the amount of \$25,000.00 with the proposal. Such Proposal/Bid Bond may be in the form of a certified or cashier's check drawn on a national or Mississippi bank or in the form of a bid bond by a corporate surety licensed to do business in Mississippi to the City. All Proposal/Bid Bonds shall be returned to the Proposers after the City either has a fully executed contract with a selected Proposer or the City ends this RFP process.

For any and all of the following alternates:

Alternate NO. 1: Base contract; Four year term.
Section 2.02 shall read: Such contract shall terminate on January 31, 2022.

Section 2.03 shall read: Contractor shall pickup and dispose of all municipal solid waste deposited at curbside from within the city limits of the City of Lucedale twice a week, which pickup shall be at least three (3) days apart. Contractor shall supply the employees for each pickup day per truck who will be responsible for actually picking up garbage and putting it in truck. These people are known as hoppers. The City will supply no employees for the service. The Contractor shall be responsible for these people, including but not limited to, scheduling, health, hospitalization, safety, actions of, and conduct of these people.

Alternate NO. 2: Base contract; Four year term
Section 2.02 shall read: Such contract shall terminate on January 31, 2022.

Section 2.03 shall read: Contractor shall pickup and dispose of all municipal solid waste deposited at curbside by automated garbage pickup service with contractor providing carts from within the city limits of the City of Lucedale twice a week, which pickup shall be at least three (3) days apart. Contractor shall supply the employees and equipment, and the City will supply no employees for the service. The Contractor shall be responsible for these people, including but not limited to, scheduling, health, hospitalization, safety, actions of, and conduct of these people.

Each offeror must understand the following:

1. That the city of Lucedale does not operate a landfill during the term of this contract.
2. That George County does not have a landfill at this time.
3. That the offeror shall be required to haul the garbage out of George County, Mississippi, and dispose of same. Therefore, any offer should take this fact into consideration.

A prospective offeror may make an offer on any or of the alternates, but each offeror is encouraged to make an offer on all alternates.

In addition to the alternates requested, an offeror may also make suggested changes in the proposed contract, because these offers are being solicited as proposals only, and the City will choose the lowest and best proposal.

(BASE CONTRACT)

COUNTY OF GEORGE

CONTRACT FOR GARBAGE
PICKUP AND DISPOSAL SERVICE

THIS AGREEMENT was made and entered into this the ____ day of _____, A.D. 2013,
by and between the City of Lucedale, Mississippi, (hereinafter call CITY) and

(hereinafter called Contractor).

WITNESSETH:

ARTICLE I. DEFINITIONS

SECTION 1.01 The terms of this contract shall be DEFINED as follows:

SECTION 1.02 Garbage. Every waste accumulation and animal and vegetable matter which attends the preparation, use, cooking, processing, handling, or storage of meats, fish, fowl, fruits, vegetables, or other matter which is subject to decomposition.

SECTION 1.03 Area A. Area "A" is the corporate limits of the City of Lucedale, Mississippi, as they exist as of the date hereof.

ARTICLE II. TERMS OF AGREEMENT.

SECTION 2.01 Contractor shall commence operation in area "A" on February 1, 2013.

SECTION 2.02 This contract shall terminate on _____.

SECTION 2.03 Contractor shall pickup and dispose all municipal waste deposited at curbside from within area "A" twice a week, which pickup shall be at least three (3) days apart. ACCORDING TO ALTERNATE ACCEPTED THE REMAINDER OF THIS SECTION WILL SPECIFY THE SYSTEM AND EQUIPMENT PROVIDED.

ARTICLE III. SCOPE OF SERVICE

SECTION 3.01. Residential Service: Contractor shall pickup and dispose of all garbage, deposited at the curbside from single or multi-family residences within Area “A” twice a week, which pickup shall be at least three (3) days apart.

SECTION 3.02 Commercial Service. Commercial accounts that generate six 35 pound containers or less per pickup shall be picked up and disposed of on the same type schedule and in the same manner as residential service. Commercial accounts that generate more than six 35 pound containers per pickup will be responsible to contract their required services independent of this agreement.

SECTION 3.03. Holiday pickup service. If a regular scheduled garbage pickup day falls on an observed holiday, which is defined as: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the Contractor shall not pickup on these days but shall have all garbage created on these days picked up within two (2) working days.

SECTION 3.04 Materials for which Contractor is not responsible. Contractors shall not be responsible for pickup and disposal of furniture, building materials, white goods, or waste created by tree surgeons.

SECTION 3.05 Customer’s/Contractor’s Responsibility. DEPENDING ON ALTERNATE CHOSEN THIS SECTION SHALL SPECIFY WHO WILL PROVIDE CONTAINERS AND THE SIZE NECESSARY FOR SAME.

SECTION 3.06 Contractor’s Responsibility. Contractor shall pickup and dispose of garbage and trash with a minimum of noise and disturbance to customer. Containers shall be handled carefully by contractor and shall be thoroughly emptied and

left where they are found. Any garbage material spilled by Contractor shall be picked up immediately. Contractor will begin garbage collection in area “A” at 7:00 A. M. each scheduled pickup day.

ARTICLE IV. CHARGES PAID CONTRACTOR

Section 4.01 Charges-dump Fee. For the service described in Sections 3.01, 3.02, and 3.03 of the Contract, Contractor agrees to pay all dumping fees, tipping fees, etc. with these fees to be included in Contractor’s monthly bill to City.

Section 4.02 Monthly Payment. Contractor shall invoice the City for each month’s service, and City agrees to pay Contractor on or before the 20th day of each month for such service.

ARTICLE V. INSURANCE

Section 5.01 Type of Insurance. Contractor shall at all times while this Contract shall be in force, secure and maintain insurance for Employer’s Liability, Worker’s compensation, Public Liability and Property Damage, Automobile Bodily Injury and Property Damage, and Contractual Liability Coverage for Indemnity provided in Section 6.01. Contractor shall furnish City certificates or other evidence satisfactory to City that such insurance is in force. All of such insurance shall name the City as an additional insured at no cost to City.

Section 5.02 Limits of Insurance. Such policies shall have not less than the following limits:

COVERAGE:	LIMITS OF LIABILITY:
Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000.00

Bodily Injury Liability Except automobile	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Property Damage Liability Except automobile	\$6,500,000.00 each person \$1,500,000.00 aggregate
Automobile Bodily Injury Liability	\$3,000,000.00 each occurrence
Excess Umbrella Liability	\$1,500,000.00 each occurrence

Section 5.03 Cancellation. No policy of insurance is acceptable to the City which can be cancelled by the insurer in less than ten (10) days after the insured has received written notice of such cancellation.

Section 5.04 City's Rights to Pay Premium. Should Contractor fail to provide or maintain any of the above policies of insurance, the City may secure the same and deduct such premiums from any sums due Contractor.

ARTICLE VI. PERFORMANCE BOND.

Section 6.01. Contractor shall post a performance bond with a good and sufficient surety authorized to do business in the State of Mississippi in the sum of \$_____ (12 times contractor's monthly charge for services under this contract) in order to insure the performance of this contract.

ARTICLE VII. INDEMNITY.

Section 7.01 Contactor will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contactor, its officers, agents, servants, and employees, and subcontractors: provided, however, that the Contractor shall not be liable for any

suits, actions, legal proceedings, claims, demands, damages or negligent act or omission of the City, it's officers, agents, servants and employees.

ARTICLE VIII. OWNERSHIP AND DISPOSAL OF GARBAGE AND TRASH.

Section 8.01 Ownership of garbage and trash. Title to garbage and trash collected by the Contractor shall pass to the Contractor when placed in its collection vehicle, removed from a container, or removed by the Contractor from the owner's premises, whichever occurs earlier.

Section 8.02 Disposal of garbage and trash. All garbage and trash shall be deposited in, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing centers licensed, permitted or approved by the State of Mississippi, it is understood that the city will not provide a landfill for the contractor.

ARTICLE IX. RELATIONSHIP OF CONTRACTOR TO CITY.

Section 9.01 Contractor is Independent Contractor. Notwithstanding any provisions of this Contract to the contrary, during all times Contractor renders the services provided herein, Contractor shall be, and it is, an Independent Contractor, and except for the service agreed to be performed, shall not be under the direction, supervision, or control of the City.

Section 9.02. Complaints All complaints of service shall be directed to the Contractor, and , if Contractor shall fail to rectify any legitimate complaint and persists in such failure, the City may, after notice to Contractor and hearing before the Mayor and Board of Aldermen, and upon good cause shown, terminate this Contract and call upon Contractor's surety to complete same. Such remedy shall not be exclusive, but is

in addition to any and all remedies to which City may be entitled for breach of this contract.

It is further agreed that Contractor will maintain a toll-free number for customers to call to make complaints concerning service by Contractor under this contract. This toll-free number shall be answered between the hours of 8:00 a.m. through 5:00 p.m. on Monday through Friday.

ARTICLE X. CHANGES IN COMMERCIAL SERVICE.

Section 10.01 The City, by and through the City Clerk, shall have the right to notify the Contractor to drop or add a commercial account that generates six (6) 35 pound containers or less per pickup from the pickup and disposal service rendered by the Contractor. The dropping or adding of any such commercial account shall not be grounds to increase or decrease the charges paid to the contractor under Article IV, and the monthly payment provided in Article IV shall remain constant regardless of whether commercial accounts are dropped or added.

ARTICLE XI. FORCE MAJEURE

Section 11.01 Description of Force Majeure. Contractor shall not be liable for performance of this contract if prevented from doing so by a condition or conditions beyond its control, including, without limitations, acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State, or any of their departments, agencies or officials, or any civil or military authority; insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornados, storms, floods, washouts, and droughts.

Section 11.02 Suspension of Contract. During any delay occasioned by Force

Majeure as defined in Section 9.01, Contractor shall not be paid for services, but such contract shall be suspended and extended by that period of that which has occasioned such delay, during such suspension of services. The City of Lucedale shall have the right to dispose of its garbage itself until such time as Contractor shall be able to resume performance under this contract, at which time the agreed fee for services rendered by Contractor shall be reinstated.

ARTICLE XII. NOTICES

Where notices are required by this contract, such notice shall be given in writing by registered or certified mail, return receipt requested, and directed to:

THE CITY: Mayor and Board of Aldermen
City Hall
5126 Main Street
Lucedale, MS 39452

THE CONTRACTOR: _____

ARTICLE XIII. RENEWAL

Section 13.01 At the end of this contract, the parties hereto may renew the contract for an additional two year term under the same or amended conditions by executing in writing a mutual agreement to renew the contract according to the same terms or, as amended, with the amendments to be stated specifically in the written agreement to renew the contract.

THIS CONTRACT was entered into, in triplicate original counterparts, on this the
_____ day of _____, _____.

CITY OF LUCEDALE, MISSISSIPPI

BY: _____
MAYOR

ATTEST:
(SEAL)

CITY CLERK

CONTRACTOR