



**CITY OF RIDGELAND MISSISSIPPI
REQUEST FOR PROPOSALS
CONTRACT FOR WASTE HAULER SERVICES
COLLECTION TRANSPORTATION AND DISPOSAL OF
RESIDENTIAL AND LIGHT COMMERCIAL SOLID WASTE
RESIDENTIAL YARD WASTE
BULK WASTE
WHITE GOODS
BRUSH AND LIMB DEBRIS**

ISSUE DATE: October 6, 2026

PUBLICATION DATES: October 15, 2026 and October 22, 2026

OPTIONAL PRE PROPOSAL MEETING: Tuesday, October 20, 2026, at 10:00 a.m.

DEADLINE FOR QUESTIONS: Friday, October 23, 2026, at 5:00 p.m.

FINAL RESPONSES AND ADDENDA: Wednesday, October 28, 2026, at 5:00 p.m.

PROPOSALS DUE: Friday, November 6, 2026, at 10:00 a.m. local time

PAPER PROPOSALS SHALL BE DELIVERED TO:

Director of Public Works
City of Ridgeland
100 W. School Street
Ridgeland, Mississippi 39157

ELECTRONIC PROPOSALS

Electronic proposals shall be submitted through Central Bidding at
www.centralbidding.com

PROCUREMENT CONTACT

Alan Hart
Director of Public Works
601-853-2027
alan.hart@ridgelandms.org

Proposers are responsible for reviewing the complete Request for Proposals, Contract Documents, and all issued addenda before submitting a proposal.

SECTION 1 - ADVERTISEMENT

REQUEST FOR PROPOSALS
CITY OF RIDGELAND MISSISSIPPI
CONTRACT FOR WASTE HAULER SERVICES
COLLECTION TRANSPORTATION AND DISPOSAL SERVICES
RESIDENTIAL AND LIGHT COMMERCIAL SOLID WASTE,
YARD WASTE, BULK WASTE, WHITE GOODS, BRUSH AND LIMBS

The Mayor and Board of Aldermen of the City of Ridgeland, Mississippi (the "City"), will receive sealed written proposals and electronic proposals from qualified firms pursuant to applicable Mississippi law, including Miss. Code Ann. § 31-7-13(r), for residential and light commercial solid waste collection, transportation, and lawful disposal; residential yard waste collection; bulk waste collection; white goods collection; brush and limb collection; cart services where applicable; customer service; public education; reporting; and all related labor, supervision, personnel, equipment, vehicles, materials, facilities, supplies, and administrative services required by the Request for Proposals and Contract Documents.

The City is requesting proposals for multiple collection methodologies and service alternatives. Proposers may submit pricing for any or all collection alternatives and service categories identified in the Proposal Forms, including Manual Rear-Load collection, Automated Side Load collection, and once-monthly or twice-monthly brush and limb collection. Proposers are not required to submit pricing for every alternative or service category.

Proposal deadline. Proposals must be received no later than 10:00 a.m., local time, on Friday, November 6, 2026. Responsibility for timely delivery rests solely with the Proposer. A proposal received after the deadline will not be opened or considered and may be returned unopened.

Paper proposals. (Preferred) Paper proposals shall be enclosed in a sealed envelope clearly marked "Waste Disposal Services Proposal" and delivered to the Director of Public Works, City of Ridgeland, 100 W. School Street, Ridgeland, Mississippi 39157. Each paper proposal shall include one original bearing original signatures, six complete paper copies, and one searchable electronic copy on a USB drive or other media approved by the City.

Electronic proposals. Electronic proposals shall be submitted only through Central Bidding at www.centralbidding.com and shall comply with the electronic submission requirements in the RFP. No telephonic, oral, telegraphic, facsimile, or email proposal will be accepted.

RFP documents. The RFP, proposal forms, specifications, maps, and other Contract Documents are available for public inspection at the City of Ridgeland Public Works Department, 100 W. School Street, Ridgeland, Mississippi 39157, and may be obtained electronically through Central Bidding at www.centralbidding.com or by contacting the Public Works Department.

Optional pre-proposal meeting. An optional pre-proposal meeting will be held at 10:00 a.m., local time, on Tuesday, October 20, 2026, in the City Hall Boardroom, 100 W. School Street, Ridgeland, Mississippi 39157.

Questions and addenda. Written questions and requests for interpretation or clarification must be received by 5:00 p.m., local time, on Friday, October 23, 2026. Questions shall be submitted by email to Alan Hart, Director of Public Works, at alan.hart@ridgelandms.org. The City intends to issue any final written responses or addenda no later than 5:00 p.m., local time, on Wednesday, October 28, 2026. Only written addenda issued by the City are binding. Each Proposer is responsible for obtaining and acknowledging all addenda.

Evaluation factors. The City will evaluate proposals using the following factors and weights:

1. Qualifications and Ability to Perform, including experience, financial responsibility, legal and regulatory compliance, equipment, facilities, organizational capacity, references, and prior performance, 15%.
2. Collection Operations and Service Reliability, including collection methods, proposed technology, routing, schedules, staffing, vehicles, equipment, maintenance, backup resources, safety, quality control, service recovery, and contingency planning, 15%.

3. Customer Service and Complaint Resolution, including communication methods, staffing, hours, response standards, complaint tracking, escalation, missed-collection resolution, documentation, reporting, and coordination with the City, 15%.

4. Public Education Communication and Outreach, including public notices, service information, educational materials, digital communication tools, mobile-accessible resources, community outreach, and service-change communications, 15%.

5. Implementation and Contract Management, including startup, transition, mobilization, staffing, equipment deployment, cart distribution, public notification, reporting, performance monitoring, quality assurance, and contract administration, 15%.

6. Cost and Overall Value, including proposed prices, alternate and optional-service pricing, completeness, assumptions, supporting cost information, total cost, and overall value to the City, 25%.

After evaluating the proposals, the City may select the most qualified proposal or proposals and may negotiate and enter into one or more contracts with one or more Proposers as permitted by law. The City may accept a proposal other than the lowest-priced proposal and may award one overall Contract or separate Contracts for individual services, alternatives, or collection methodologies.

Bid security. Each proposal shall be accompanied by a certified check or Bid Bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00), payable to the City of Ridgeland, Mississippi. A Bid Bond shall be issued by a corporate surety licensed and authorized to do business in Mississippi, acceptable to the City, and otherwise compliant with the RFP and applicable law. The Bid Bond shall be accompanied by appropriate evidence that the individual executing the bond on behalf of the surety is authorized to bind the surety as of the date of execution.

Public records. Proposals and information submitted in response to this RFP are subject to the Mississippi Public Records Act and other applicable law. Proposers shall clearly identify any information they contend is exempt from disclosure and state the legal basis for the claimed exemption. The City does not represent that information marked confidential will be exempt from disclosure.

Before submitting a proposal, each Proposer should inspect the Service Area and arrive at a clear understanding of the conditions under which the Services will be performed. Estimated quantities in the RFP are provided for comparison and evaluation and do not guarantee the amount of work to be ordered.

City rights. The City reserves the right to reject any or all proposals; waive informalities, technicalities, and minor irregularities; determine whether a proposal is responsive and a Proposer is responsible; request clarification or supplemental information; conduct interviews, presentations, site visits, demonstrations, or discussions; negotiate with one or more Proposers; accept or reject any service, alternate, option, or collection methodology; modify, suspend, cancel, or reissue the procurement; and take any other action permitted by applicable law. The City is not obligated to award a Contract or reimburse any proposal expense.

THIS, the 6th day of October, 2026.

CITY OF RIDGELAND, MISSISSIPPI

By: /s/ Angela Richburg

City Clerk

Publish: Thursday, October 15, 2026, and Thursday, October 22, 2026.

SECTION 2 - INSTRUCTIONS TO PROPOSERS

The Mayor and Board of Aldermen of the City of Ridgeland, Mississippi (the "City"), will receive sealed written proposals from qualified firms pursuant to applicable Mississippi law, including MISS. CODE ANN. § 31-7-13(r), for the furnishing of all labor, supervision, personnel, equipment, vehicles, materials, supplies, transportation, disposal services, facilities, work, and all other items necessary to provide residential and light commercial solid waste collection, transportation, and lawful disposal services within the current corporate limits of the City, or as such limits may hereafter be expanded, in accordance with this Request for Proposals ("RFP").

The services to be provided under the proposed Contract, cumulatively referred to as the "Contract Waste Hauler Services" or the "Services," may include, but are not limited to:

Collection, transportation, and lawful disposal of residential municipal solid waste;

Collection, transportation, and lawful disposal of light commercial municipal solid waste;

Collection and lawful disposal of residential yard waste;

Collection and lawful disposal of brush and limbs;

Collection and lawful disposal of white goods;

Collection and lawful disposal of bulk waste;

Customer service;

Public education;

Recordkeeping and reporting;

Provision, ownership, maintenance, repair, and replacement of carts, where required by the Specifications;

All equipment, vehicles, personnel, facilities, supplies, and administrative services necessary for complete performance; and

All other services described in the Contract Documents.

The City is soliciting proposals for multiple collection methodologies in order to evaluate the operational, technical, and economic benefits of each system. Proposers may submit pricing for any or all collection alternatives identified in the Proposal Forms, including Manual Rear-Load collection, Automated Side Load ("ASL") collection, and any base, alternate, optional, or supplemental services included in the RFP. Proposers are not required to submit pricing for every collection alternative or service category in order for their proposals to be considered.

If bidding the Brush and Limb Collection Service portion of the RFP, the following paragraph applies:

The service alternatives listed on the Proposal Pricing Form are separate pricing alternatives. The City may select either the Once-Monthly Service Alternative or the Twice-Monthly Service Alternative or neither. The prices for the two alternatives shall not be added together. Each annual service price shall include collection, transportation, processing, disposal, labor, equipment, and all other costs necessary to provide the applicable service, up to the maximum annual cubic yardage included in the Contract Documents. The Proposer shall provide a separate per-cubic yard price for material collected in excess of the maximum annual cubic yardage applicable to each service alternative.

-End of Brush and Limb Collection specific bid instruction-

The anticipated Contract shall have an initial term of six (6) years, beginning on the commencement date established by the City and ending six (6) years thereafter, unless earlier terminated in accordance with the Contract Documents. At the mutual option of the City and the Contractor, the Contract may be renewed for up to four (4) additional one-year terms under the same general terms and conditions, subject to any adjustments expressly authorized by the Contract Documents. In no event shall the total Contract term exceed ten (10) years.

The City shall provide written notice of its election to exercise a renewal option no later than the date established in the Contract and it shall be mutually agreed upon by City and Contractor before contract is extended. Failure of the City to exercise any renewal option shall not entitle the Contractor to compensation, damages, or reimbursement of any kind.

Proposal packages may be obtained from the City at the location identified below or by any electronic means designated by the City.

Completed proposals shall be submitted in sealed envelopes clearly marked:

“Waste Disposal Services Proposal”

Proposals shall be delivered to:

Director of Public Works
City of Ridgeland
100 W. School Street
Ridgeland, Mississippi 39157

Proposals must be received no later than: **Friday, November 6, 2026 at 10:00 a.m.**

Responsibility for timely delivery rests solely with the Proposer. Proposals received after the established deadline shall not be opened or considered and may be returned unopened to the Proposer.

No telephonic, oral, telegraphic, or facsimile proposal will be accepted. Electronic submission shall not be permitted except through submission to Central Bidding.

The City reserves the right, in its sole discretion, to:

- Reject any or all proposals;
- Waive informalities, technicalities, and minor irregularities;
- Determine whether any proposal is responsive and whether any Proposer is responsible;
- Request clarification, verification, or supplemental information;
- Conduct interviews, presentations, site visits, demonstrations, or discussions;
- Negotiate with one or more Proposers;
- Accept a proposal other than the lowest-priced proposal;
- Accept or reject any individual service, alternate, option, or collection methodology;
- Award one overall Contract;
- Award separate Contracts for individual services or collection methodologies;
- Modify, suspend, cancel, or reissue the procurement;
- Negotiate terms that are not necessarily limited to the terms initially proposed;
- Determine the proposal or combination of proposals that provides the greatest overall value and is in the best interest of the City; and
- Take any other action permitted by applicable law.

Nothing contained in this RFP shall obligate the City to award a Contract, reimburse proposal expenses, or incur liability to any Proposer.

No work shall commence, no Services shall be performed, and no payment shall be due or made unless and until the successful Proposer has:

- Executed a written Contract with the City;
- Furnished all required bonds;
- Furnished all required certificates and policies of insurance;
- Submitted all required licenses, permits, schedules, certifications, and other documents;
- Received written authorization to proceed from the City; and
- Satisfied all other conditions precedent established by the Contract Documents.

All proposals and information submitted in response to this RFP shall be subject to the Mississippi Public Records Act and other applicable law. Proposers shall clearly identify any information they contend is exempt from public disclosure and shall state the legal basis for the claimed exemption. The City makes no representation that information identified as confidential will be automatically exempt from disclosure and reserves the right to

disclose any information when required by law. The City will make reasonable effort to notify the Proposer, but it is not obligated to do so.

2.1 Purpose

The purpose of this RFP is to obtain complete proposals from qualified, experienced, financially responsible firms capable of providing comprehensive residential and light commercial municipal solid waste collection, transportation, and lawful disposal services in strict accordance with the Contract Documents.

The City intends to evaluate multiple collection methodologies, including Manual Rear-Load and ASL collection systems, and brush and limb collection in order to determine the collection program or combination of programs that provides the greatest overall value to the City.

Each Proposer shall submit all information and pricing necessary for the City to fully evaluate the Proposer's proposal.

2.2 Procurement Method

This procurement is being conducted as a Request for Proposals under applicable Mississippi law.

The City may evaluate proposals based on any factors it determines relevant, including:

- Price;
- Technical merit;
- Proposed collection methodology;
- Operational capability;
- Equipment and vehicle availability;
- Staffing and supervision;
- Experience and past performance;
- Responsiveness to the RFP;
- Financial capability;
- Disposal arrangements;
- Customer service capabilities;
- Technology;
- Legal and regulatory compliance;
- Sustainability and alternative-fuel capabilities;
- Transition and implementation planning;
- Exceptions or qualifications taken by the Proposer;
- References;
- Ability to meet the required schedule; and
- Any other factor determined by the City to be relevant.

The City shall not be required to award the Contract to the Proposer submitting the lowest price. The City may select the proposal, combination of proposals, service alternative, or collection methodology determined to provide the greatest overall value and to be in the best interest of the City.

2.3 PROPOSAL ORGANIZATION AND CONTENT REQUIREMENTS

Each Proposer shall organize its Proposal in the order set forth below. The Proposal shall clearly address each evaluation category and shall include all information, documentation, certifications, forms, pricing, and other materials required by the Instructions to Proposers and every other applicable provision of this Request for Proposals.

Any forms included with the RFP should be filled out to the maximum of Proposer's ability. Items that do not apply or Proposer is not intending to propose on should be clearly marked "NO PRICE" or "NO BID" or "N/A". If the intent is to provide a service, but to incorporate that cost of that service in another price provided, the Proposer should mark \$0.00 in that blank.

The organizational requirements of this Section do not replace, limit, or modify any other submission requirement contained in the RFP. Each Proposer is responsible for reviewing the entire RFP and submitting a complete and responsive Proposal. Information required elsewhere in the RFP shall be included under the most applicable category below or incorporated by a clear and specific cross-reference to its location in the Proposal.

Proposal Section	Evaluation Category	Weight
1	Qualifications and Ability to Perform	15%
2	Collection Operations and Service Reliability	15%
3	Customer Service and Complaint Resolution	15%
4	Public Education, Communication, and Outreach	15%
5	Implementation and Contract Management	15%
6	Cost and Overall Value	25%
	Total	100%

1. Qualifications and Ability to Perform

The Proposer shall provide all information necessary to demonstrate its qualifications and ability to perform the Contract, including applicable experience, organizational structure, key personnel, financial capacity, licenses, permits, regulatory compliance, equipment, facilities, references, prior performance, and any other qualifications required by the RFP.

2. Collection Operations and Service Reliability

The Proposer shall describe its proposed approach to performing the collection services, including collection methods, routing, schedules, staffing, vehicles, equipment, maintenance, backup resources, safety procedures, quality-control measures, missed-collection prevention, service recovery, contingency planning, and its ability to provide consistent, responsive, and effective collection.

3. Customer Service and Complaint Resolution

The Proposer shall describe its customer service and complaint-resolution program, including available methods of communication, staffing, hours of operation, response standards, complaint tracking, escalation procedures, missed-collection resolution, documentation, reporting, and coordination with the City.

4. Public Education, Communication, and Outreach

The Proposer shall describe its plan for public education, communication, and outreach to residents, customers, and the City. The response shall address public notices, service information, educational materials, digital communication tools, mobile-accessible resources, community outreach, service-change communications, and ongoing coordination with the City.

5. Implementation and Contract Management

The Proposer shall provide its proposed implementation, transition, and contract-management plan, including the startup schedule, mobilization, staffing, equipment deployment, cart distribution or transition, public notification, coordination with the City, reporting procedures, performance monitoring, quality assurance, and ongoing administration of the Contract.

6. Cost and Overall Value

The Proposer shall include all required proposal forms, pricing schedules, alternate pricing, optional-service pricing, supporting cost information, assumptions, exceptions, and other financial information required by the RFP. Pricing shall be complete, clear, and sufficient for the City to determine the total cost and overall value of the Proposal.

Additional Required Materials

All additional materials required by the RFP shall be included after the six sections above unless the RFP expressly requires a different location.

Failure to organize the Proposal substantially in accordance with this Section, provide the required information, or clearly identify the location of required materials may be considered by the City in determining whether the Proposal is complete and responsive.

2.4 Examination of the RFP and Local Conditions

Each Proposer shall carefully examine the entire RFP, including all Specifications, Proposal Forms, Contract Documents, exhibits, attachments, and addenda.

Before submitting a proposal, each Proposer shall independently inspect and investigate the proposed service area and shall become fully informed regarding all conditions affecting the Services, including:

- Traffic congestion and roadway conditions;
- Street widths, turning conditions, and access limitations;
- Housing types and development patterns;
- Population density;
- Existing collection practices;
- Residential and light commercial service requirements;
- Labor availability and labor costs;
- Equipment, vehicle, fuel, and maintenance requirements;
- Disposal and transfer facility availability;
- Transportation distances;
- Facilities for handling, maintaining, fueling, and storing vehicles and equipment;
- Existing structures and physical conditions;
- Seasonal variations;
- Applicable federal, state, and local laws and regulations; and
- All other conditions that may affect performance or cost.

Submission of a proposal shall constitute the Proposer's acknowledgement and certification that it:

- Has examined all Contract Documents;
- Has investigated all conditions affecting the work;
- Is satisfied as to the nature and extent of the Services;
- Has obtained all information necessary to prepare its proposal;
- Has included all costs necessary to fully perform the Services; and

- Will not seek additional compensation based on conditions that were known or reasonably discoverable before submission.

Failure to inspect the service area, examine the RFP, or obtain relevant information shall not relieve the successful Proposer from any obligation under the Contract and shall not constitute grounds for additional compensation, an extension of time, or modification of the Contract.

2.5 Estimated Service Units

For proposal preparation purposes, the City shall provide estimated numbers of residential units, light commercial units, second carts, and any other service categories identified in the Proposal Forms or Specifications.

The current (June 2026) estimated service statistics are:

- Residential Units: 6,979;
- Light Commercial Units: 183;
- Municipal Solid Waste 2025 Tonnage: 7,983;
- Brush and Limb Collection Annual Cubic Yardage: 5,000 - 7,000;

All service counts are estimates furnished solely for the convenience of Proposers. The City makes no representation, warranty, or guarantee concerning the accuracy or continued validity of any estimate.

A map of the city containing parcels and point addresses may be found online at:

<https://ridgeland.maps.arcgis.com/apps/webappviewer/index.html?id=9fc11fdeb8ef48aaa815902af0a12b6c>

Actual service counts may increase or decrease during the Contract term due to annexation, development, redevelopment, vacancy, demolition, occupancy changes, account changes, or other circumstances. Changes in estimated service counts shall not invalidate a proposal or the resulting Contract and shall not entitle the Contractor to compensation except as expressly provided by the unit prices and adjustment mechanisms contained in the Contract Documents.

The City shall report updated house counts and counts of additional carts subject to a monthly charge in accordance with the reporting and billing provisions of the Contract.

2.6 Addenda

The City reserves the right to issue written addenda modifying, supplementing, interpreting, correcting, or clarifying this RFP.

Only written addenda issued by the authorized City representative shall be binding and shall become part of the Contract Documents.

Each Proposer shall be responsible for determining whether any addenda have been issued and shall acknowledge receipt of every addendum in the Proposal Forms. Failure to acknowledge an addendum may result in rejection of the proposal.

The City may modify, postpone, suspend, or cancel this procurement by written addendum at any time before execution of the Contract.

2.7 Questions and Interpretations

Questions, requests for interpretation, requests for approved equals, and requests for clarification shall be submitted in writing via email to:

Alan Hart, Director of Public Works, City of Ridgeland
Email: alan.hart@ridgelandms.org

Questions must be received no later than the deadline established in the Procurement Schedule.

The City may decline to answer questions received after the deadline.

Responses that the City determines materially affect the procurement shall be issued by written addendum to all known recipients of the RFP.

No oral interpretation, instruction, statement, representation, or information given by any City official, employee, consultant, agent, or representative shall be binding upon the City. Proposers shall rely solely on the written Contract Documents and written addenda.

2.8 Number and Form of Proposal Copies

Each Proposer shall submit:

- One (1) original proposal bearing original signatures;
- Six (6) complete paper copies;
- One (1) searchable electronic copy on a USB drive or other media approved by the City; and
- Any additional copies required by addendum.

The original shall be clearly marked "ORIGINAL." Each copy shall be complete and identical to the original, except for original signatures.

In the event of a discrepancy, the signed original shall control unless otherwise determined by the City.

The City may modify the required number or format of copies by written addendum.

2.9 Proposal Validity and Withdrawal

A proposal may be withdrawn before the proposal deadline only by written notice signed by an authorized representative of the Proposer and received by the City before the deadline.

After the proposal deadline, no proposal may be modified, withdrawn, canceled, or revoked for a period of ninety (90) calendar days, or for any longer period expressly stated in the Procurement Schedule or agreed to in writing by the Proposer.

The City may request an extension of the proposal validity period. A Proposer may agree to such extension in writing without modifying its proposal.

2.10 Procurement Schedule

Advertisement Date: Thursday, October 8, 2026 and Thursday, October 15, 2026

Optional Pre-Proposal Meeting Date: Tuesday, October 20, 2026 at 10:00 am

Deadline to Submit Questions: Friday, October 23, 2026 by 5 pm

Responses to Questions: Wednesday, October 28, 2026 by 5:00 pm

Proposals Due Date: Friday, November 6, 2026 at 10:00 am

Notice of Award: Expected by Tuesday, December 1, 2026

2.11 Proposal Costs

All costs incurred in connection with the preparation, submission, clarification, presentation, demonstration, negotiation, or revision of a proposal shall be borne solely by the Proposer.

The City shall have no obligation to reimburse any Proposer for any cost or expense associated with this procurement, regardless of whether a Contract is awarded.

2.12 Bid Bond

Each proposal shall be accompanied by a certified check or bid bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00), payable to the City.

The bid bond shall be issued by a corporate surety:

- a. Licensed and authorized to do business in Mississippi;
- b. Acceptable to the City;

- c. Listed in the current version of the United States Department of the Treasury's Circular 570, if required by the City; and
- d. Otherwise meeting all requirements of applicable law and the Contract Documents.

The bid bond shall be accompanied by appropriate evidence that the individual executing the bond on behalf of the surety is authorized to bind the surety as of the date of execution.

Failure to submit the required bid security may result in rejection of the proposal.

The bid security may be forfeited to the City if the selected Proposer:

- Withdraws or modifies its proposal during the proposal validity period;
- Refuses to execute the Contract;
- Fails to furnish required bonds or insurance;
- Fails to satisfy conditions precedent to award; or
- Otherwise fails to proceed in accordance with its proposal and the RFP.

2.13 Performance Bond and Other Security

Within ten (10) calendar days after notice of award, or within such shorter period stated by the City, the successful Proposer shall furnish a Performance Bond in an amount equal to the estimated annual Contract compensation for the Services awarded, unless a greater amount is required elsewhere in the Contract Documents.

The successful Proposer shall also furnish a Payment Bond in an amount equal to the total value of all subcontracted services and all contracts or purchase commitments for materials, equipment, or supplies to be furnished in connection with the Contract Work. The successful Proposer shall submit supporting documentation identifying and substantiating the subcontracted services and contracted materials, equipment, or supplies upon which the amount of the Payment Bond is based. The Payment Bond shall secure the prompt and full payment of all persons and entities furnishing such labor, materials, equipment, supplies, or services in connection with the Contract Work.

All bonds shall:

- Be issued by a surety authorized to do business in Mississippi;
- Be in a form acceptable to the City;
- Remain continuously in effect for the required period;
- Be renewed or replaced before expiration;
- Provide that cancellation or material modification shall not be effective without thirty (30) days' advance written notice to the City;
- Secure complete and faithful performance of the Contract and, in the case of the Payment Bond, payment of all persons and entities furnishing labor, materials, equipment, supplies, or services in connection with the Contract Work; and
- Include all riders, powers of attorney, and certifications required by the City.

Failure to timely furnish or maintain the required Performance Bond, Payment Bond, or other security shall constitute a breach of contract and be subject to liquidated damages.

2.14 Insurance and Conditions Precedent

The successful Proposer shall furnish all insurance required by the Contract Documents before commencing any work.

Insurance shall be issued by insurers authorized to do business in Mississippi and acceptable to the City.

The Contractor shall not commence Services until the City has received and approved:

- The executed Contract;

- Performance and other required bonds;
- Certificates and endorsements evidencing required insurance;
- Approved vehicle and equipment schedules;
- Approved operations schedule;
- Approved disposal sites;
- Required licenses and permits;
- Required cart, staffing, transition, and customer-service plans;
- Communications plan;
- Any required background, safety, or training certifications; and
- Written notice to proceed.

Approval by the City shall not waive any requirement or relieve the Contractor of any obligation.

2.15 Nondiscrimination

The Proposer and Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or any other classification protected by applicable law.

2.16 Reservation of Rights

In addition to all other rights stated in this RFP, the City expressly reserves the right, in its sole discretion, to:

- Reject any or all proposals;
- Reject any portion of a proposal;
- Waive informalities, minor irregularities, and technical defects;
- Determine whether a proposal is responsive;
- Determine whether a Proposer is responsible;
- Request clarification, verification, or additional information;
- Correct obvious clerical or mathematical errors with the concurrence of the Proposer;
- Conduct interviews, discussions, presentations, demonstrations, and site visits;
- Contact references and investigate qualifications;
- Require financial or operational information;
- Negotiate with one or more Proposers;
- Negotiate price, scope, service levels, methodology, schedules, and Contract terms;
- Accept a proposal other than the lowest-priced proposal;
- Accept or reject any alternate or optional service;
- Award all or part of the Services;
- Make separate, multiple, or phased awards;
- Award to one or more Proposers;
- Modify the anticipated Contract term or commencement date;
- Cancel, suspend, postpone, or reissue the procurement;
- Decline to award a Contract;
- Require a best and final offer;
- Require additional security or assurances;
- Negotiate a Contract not necessarily limited to the precise terms of the selected proposal;
- Resolve ambiguities or inconsistencies in the procurement documents;

- Disqualify any Proposer for misrepresentation, collusion, nonresponsiveness, lack of responsibility, or other lawful cause; and
- Take any action determined to be in the best interest of the City and permitted by law.

Exercise of any reserved right shall not create liability to any Proposer.

2.17 AWARD AND FINALIZATION OF CONTRACT

2.17.1 Selection of Preferred Proposer

After the City has completed its evaluation and determined the Proposal that represents the best proposal and is in the best interests of the City, the City may designate that Proposer as the preferred Proposer and proceed with contract negotiations.

Designation as the preferred Proposer shall not constitute a final award, acceptance of the Proposal, or creation of a binding contractual obligation.

2.17.2 Contract Negotiations

The City may negotiate with the preferred Proposer concerning the final Scope of Services, pricing, service alternatives, implementation requirements, performance standards, allocation of risk, contractual terms, and any other matter the City determines appropriate.

The City may require the preferred Proposer to provide clarifications, revised pricing, supporting documentation, certifications, assurances, or other information necessary to complete negotiations and prepare the final Contract.

Negotiations shall not deviate substantially from contents in the Proposer's response to the RFP.

2.17.3 Failure to Reach Agreement

If the City and the preferred Proposer are unable to reach an agreement within a period acceptable to the City, or if the City determines that continued negotiations are not in its best interests, the City may discontinue negotiations without liability.

- The City may thereafter:
- negotiate with the next-ranked Proposer;
- reopen negotiations with another qualified Proposer;
- request revised proposals or additional information;
- modify and reissue the RFP;
- cancel the procurement; or
- provide all or any portion of the Services through City employees or by any other lawful means.

2.18 Contract Documents

The successful Proposer shall execute the Contract in the form approved by the City and shall furnish all required bonds, insurance, schedules, certifications, permits, and other documents.

Upon execution, the Contract Documents shall include:

- The executed Agreement;
- All amendments and modifications;
- This RFP;
- The Specifications;
- The General Conditions and Special Conditions;
- All issued addenda;
- The Contractor's proposal;
- The Contractor's approved vehicle and equipment schedule;

- The Contractor's approved operations schedule;
- The Contractor's approved disposal-site information;
- All negotiated modifications accepted in writing by the City;
- The notice of award;
- The notice to proceed;
- Required bonds and insurance documents; and
- Any other document expressly incorporated into the Contract.

Any order of precedence among the Contract Documents shall be established in the Agreement. In the absence of an express order of precedence, the interpretation imposing the higher standard of performance, greater Contractor obligation, or greater protection for the City shall control, to the extent permitted by law.

No term contained in the Contractor's proposal shall modify, qualify, or supersede a requirement of the RFP unless the modification is expressly accepted in a written Contract document executed by the City.

2.19 Absorbed Costs

Certain requirements of the Contract Documents are specifically identified as **Absorbed Costs**. Proposers shall include the cost of performing all such requirements within the applicable prices submitted in the Proposal.

No separate line-item price shall be submitted for an Absorbed Cost unless the Proposal Forms expressly request such pricing. A Proposer's failure to separately identify, estimate, or account for an Absorbed Cost shall not relieve the Contractor of the obligation to perform the applicable requirement following award.

Proposers are responsible for reviewing the Contract Documents and incorporating all identified Absorbed Costs into their proposed pricing.

Except where the Proposal Forms expressly provide a separate line item or other means of compensation, all costs necessary to perform the Services and satisfy the requirements of the Contract Documents shall be included in the prices submitted by the Proposer and shall constitute an Absorbed Cost, whether or not the applicable requirement is specifically identified elsewhere in the Contract Documents as an "Absorbed Cost."

The absence of a separate pricing line on the Proposal Forms shall mean that the applicable service, obligation, labor, equipment, material, transportation, disposal, administration, or other required cost is included within the Proposer's applicable prices and is not separately compensable.

Nothing in this provision shall apply to additional services, changes in scope, or other work for which the Contract Documents expressly provide for separate or additional compensation.

2.20 Definitions

General Rule. For purposes of the Contract Documents, the following terms shall have the meanings stated below unless the context clearly requires otherwise. A definition in this Section does not enlarge a Service, create a new payment obligation, or override a more specific requirement elsewhere in the Contract Documents. If a term is defined more specifically elsewhere in the Contract Documents, the more specific provision controls.

Absorbed Cost. A cost, expense, obligation, service, item, material, equipment, labor, administrative effort, or other requirement identified in the Contract Documents as an "Absorbed Cost" and for which the Contractor shall receive no separate, additional, or supplemental payment. All Absorbed Costs shall be included by the Proposer in the applicable prices submitted in its Proposal and, following award, shall be deemed fully compensated through the Contract prices. An Absorbed Cost shall not constitute an extra service, change in the Work, or basis for additional compensation merely because the Contractor incurs a cost in performing the applicable requirement.

Additional Cart. A cart provided in addition to the initial or base cart assigned to an eligible Residential Unit or Light Commercial Unit. Additional carts require City approval and may be subject to the recurring or one-time charges stated in the accepted Proposal Pricing Form.

Addendum / Addenda. A written instrument issued by the City's authorized representative that modifies, supplements, interprets, corrects, or clarifies the RFP. Each issued addendum becomes part of the Contract Documents.

Agreement. The written agreement executed by the City and the successful Proposer for performance of the Services. The Agreement is a Contract Document and may establish the order of precedence among the Contract Documents.

Automated Side-Load (ASL). A collection methodology using automated side-load collection equipment and compatible carts that are gripped, lifted, and emptied by the collection vehicle. The RFP includes ASL service alternatives with cart sizes and collection frequencies stated in the Proposal Pricing Forms.

Base Index. The index number for the month of May of the calendar year preceding the then-current calendar year, as used in the annual price-adjustment procedure in the Contract Documents.

Brush and Limb / Brush and Limbs. Eligible woody vegetative material generated at an eligible residential premises and collected under the Brush and Limb Collection Service, subject to the preparation, placement, source, quantity, and service limitations stated in the Contract Documents.

Brush and Limb Collection Service. The separately priced collection, transportation, and lawful disposal or processing service described in Section 4.5 and the applicable Proposal Pricing Form. The service applies only if the City accepts the applicable Brush and Limb Collection Service pricing alternative.

Bulk Waste. Large or bulky residential waste that is eligible for collection under Section 4.7 and that can be safely and lawfully handled using the equipment assigned to the service. The term excludes White Goods and the excluded or prohibited materials identified in the Contract Documents.

Business Day. Monday through Friday, excluding the recognized holidays identified in the Contract Documents.

Cart. A Contractor-owned wheeled container with an attached lid used for residential or light commercial collection under an ASL service alternative. Carts must meet the size, condition, identification, compatibility, maintenance, and other requirements of the Contract Documents.

City. The City of Ridgeland, Mississippi, acting through its Mayor and Board of Aldermen and its authorized officials, employees, representatives, or Contract Administrator, as the context requires.

City Facilities / Municipal Facilities / Municipal Locations. City-owned or City-operated premises designated by the City for solid waste or dumpster service, including the locations identified in the Proposal Pricing Forms and any locations later added, removed, or modified in accordance with the Contract.

Collection Charge / Collection Cost. The applicable rate, unit price, or charge payable for collection Services under the Contract and subject to any adjustment expressly authorized by the Contract Documents. The terms are used in the annual price-adjustment provisions and should be read consistently with the awarded pricing.

Collection Point. The location at an eligible premises where a customer is required to place carts, Yard Waste, Brush and Limbs, White Goods, Bulk Waste, or other eligible material for collection in accordance with City-approved instructions and the Contract Documents.

Commencement Date. The date established by the City for the Contractor to begin performance of the Services under the Contract.

Contract. The binding contractual arrangement between the City and the successful Proposer, consisting of the executed Agreement together with the Contract Documents incorporated into it.

Contract Administrator. The City representative authorized to administer the Contract, issue reasonable administrative directions, approve forms and schedules, verify performance, and communicate assessments or other Contract administration matters.

Contract Documents. Collectively, the executed Agreement; amendments and modifications; the RFP; Specifications; General Conditions and Special Conditions; issued addenda; the Contractor's Proposal; approved vehicle and equipment schedules; approved operations schedule; approved disposal-site information; negotiated modifications accepted in writing by the City; the Notice of Award; the Notice to Proceed; required bonds and insurance documents; and any other document expressly incorporated into the Contract.

Contract Price. The compensation payable under the Contract for the awarded Services, including the rates, unit prices, annual lump-sum prices, and other charges expressly accepted by the City.

Contract Waste Hauler Services / Services. The collection, transportation, lawful disposal, customer service, public education, recordkeeping, reporting, cart-related obligations where applicable, and all other services, labor, equipment, facilities, supplies, administration, and performance required by the Contract Documents.

Contract Work / Work. All labor, supervision, personnel, vehicles, equipment, carts, containers, materials, supplies, transportation, disposal, administration, and other performance required to furnish the Services and satisfy the Contractor's obligations under the Contract Documents.

Contract Year. A twelve-month period used to administer annual service quantities and other annual obligations under the Contract. The specific beginning and ending dates shall be governed by the Agreement and other applicable Contract Documents.

Contractor. The successful Proposer that executes the Contract with the City and is responsible for complete performance of the Services.

CPI. The specific index and price-adjustment methodology identified and applied by the Contract Documents for purposes of the annual price adjustment. "CPI" means the annual change in the "US City Average for Water, Sewer, and Trash" unadjusted seasonally portion of the U.S. Consumer Price Index (CPI) that is published on the Internet by the Bureau of Labor Statistics. CPI can be found at www.bls.gov > Subjects Tab > select "Consumer Price Index". Under the "CPI Data" Tab, select "Databases". Select "One Screen" for "All Urban Consumers (Current Series)". 1 Select Area = U.S. City Average; 2 Select one or more items = "Water and sewer and trash collection services"; 3 uncheck "Seasonally Adjusted". Select "Get Data".

Current Index. The index number for the month of May of the current calendar year, as used in the annual price-adjustment procedure in the Contract Documents.

Cubic Yard (CY). A unit of volume used in the Contract Documents to describe or price certain quantities of Brush and Limb material and container capacity.

Customer. A Residential Unit, Light Commercial Unit, or other eligible service recipient receiving a Service under the Contract, as the context requires.

Digital Platform. The Contractor's mobile application or mobile-friendly website required by the Contract Documents for customer access to collection schedules, service information, alerts, complaints, missed-collection reporting, service requests, tracking, status information, and related customer-service functions.

Disaster Debris. Debris resulting from a declared emergency or disaster, widespread storm damage, or another extraordinary event that exceeds the scope and capacity of routine collection Services. Disaster Debris may be assigned by the City to a separate disaster-debris contractor or another provider.

Force Majeure. An event beyond the reasonable control of the affected party that could not have been prevented or overcome through commercially reasonable planning and diligence, including the events identified in Section 3.13. Force Majeure excludes ordinary or reasonably foreseeable weather, equipment or vehicle failure, labor shortage, employee absenteeism, subcontractor failure, increased operating costs, fuel price changes, lack of financing, and events caused by the affected party's negligence or failure to maintain adequate resources and contingency plans.

Hazardous Waste. Waste that is hazardous, toxic, flammable, explosive, corrosive, radioactive, biological, infectious, or otherwise regulated or prohibited from ordinary collection under applicable law or the Contract Documents. Hazardous Waste is not transferred to the Contractor when the Contractor lawfully refuses or does not collect it.

Household Hazardous Waste Day / City-Wide Cleanup. The annual special cleanup event described in Section 4.2.8 for which the Contractor must provide four 40-yard dumpsters with liners and lawfully dispose of the deposited contents, for a City-designated event lasting no more than one week.

Light Commercial Unit / Light Commercial Premises. A premises designated by the City as eligible for light commercial collection and capable of being adequately and safely served through carts or another residential-style collection method approved by the City. Premises requiring front-load containers, compactors, roll-off

containers, specialized collection equipment, or service beyond the capacity of the municipal program are excluded unless expressly approved by the City.

Manual Rear-Load. The manual rear-load collection methodology offered as a service alternative in the RFP and Proposal Pricing Forms, using rear-load collection equipment and the collection frequency stated in the applicable awarded alternative.

Missed Collection. An occurrence in which properly prepared and properly placed material required to be collected under the Contract is not collected on the scheduled service day, excluding conditions caused solely by the customer, an inaccessible or unsafe location, prohibited material, a City-directed suspension, or Force Majeure.

Mobile Application / Mobile-Friendly Website. The customer-facing digital system required by the Contract Documents that must function on commonly used smartphones, tablets, and desktop devices and provide the core functions specified in Section 3.11.9. If the Contractor provides a mobile application, equivalent core functionality must remain available through a mobile-friendly website.

Monthly Service Fees. The applicable monthly rates established in the Contract for Services provided on a per-unit or other monthly basis, including Services provided to units in future annexed areas unless an authorized adjustment applies.

Municipal Solid Waste. Solid Waste generated by and collected from Residential Units, Light Commercial Units, and other locations included in the municipal collection program, subject to the eligibility, preparation, exclusion, and service requirements of the Contract Documents.

Notice of Award. The City's written notice identifying the selected or awarded Proposer or Services, after which the successful Proposer must satisfy the Contract's post-award requirements before beginning work.

Notice to Proceed. The City's written authorization permitting the Contractor to commence the Services after the required Contract, bonds, insurance, schedules, licenses, permits, plans, and other conditions precedent have been satisfied.

Payment Bond. The bond required from the successful Proposer in an amount based on subcontracted services and purchase commitments for materials, equipment, or supplies, securing prompt and full payment of persons and entities furnishing labor, materials, equipment, supplies, or services in connection with the Contract Work.

Performance Bond. The bond required from the successful Proposer, generally in an amount equal to the estimated annual Contract compensation for the awarded Services unless a greater amount is required, securing complete and faithful performance of the Contract.

Preferred Proposer. A Proposer designated by the City after evaluation as the Proposer with which the City may proceed to Contract negotiations. Designation as Preferred Proposer is not a final award, acceptance of the Proposal, or creation of a binding contractual obligation.

Proposal. The complete response submitted by a Proposer to the RFP, including required qualifications, technical and operational information, plans, forms, pricing, certifications, exceptions, supporting materials, and other requested information.

Proposal Forms / Proposal Pricing Forms. The forms issued as part of the RFP on which a Proposer provides required information and prices for the collection alternatives, optional services, supplemental services, or other items identified by the City.

Proposer. A qualified firm submitting a Proposal in response to the RFP. After award and execution of the Contract, the successful Proposer becomes the Contractor.

Public Works Director. The City of Ridgeland Director of Public Works or the person acting in that authorized capacity under the Contract Documents.

Recognized Holidays. New Year's Day, Thanksgiving Day, and Christmas Day, unless the City approves a different holiday schedule in writing.

Residential Unit / Residential Premises. A residential dwelling unit or premises designated by the City as eligible for residential collection service within the Service Area. Premises requiring dumpsters, compactors, roll-off containers, or other commercial collection equipment are excluded unless expressly approved by the City.

RFP / Request for Proposals. The City's solicitation for the Services, including the Instructions to Proposers, Specifications, General Conditions, Proposal Forms, exhibits, attachments, issued addenda, and other materials incorporated into the procurement and Contract Documents.

Service Address. The address associated with a Residential Unit, Light Commercial Unit, cart assignment, service request, complaint, or other Service record maintained under the Contract.

Service Area. The area within which the Contractor must provide the awarded Services, consisting of the City's current corporate limits and any areas added or expanded in accordance with the Contract Documents.

Solid Waste. The municipal solid waste and other eligible waste materials required to be collected, transported, processed, or disposed of under the Contract. The term is subject to the specific service categories, exclusions, preparation requirements, and lawful refusal provisions contained in the Contract Documents.

Subcontractor. A person or entity engaged by the Contractor to perform a portion of the Services or Contract Work. Subcontracts relating to the Services require the City's written consent, and the Contractor remains responsible for subcontractor acts, omissions, insurance, and performance.

Surety. The corporate surety issuing a bid bond, Performance Bond, Payment Bond, or other required security under the Contract Documents.

Ton / Tonnage. A weight-based quantity used in the Contract Documents for reporting or pricing certain collected materials and supported by certified scale records where required. The Contract Documents control the method used to measure and verify any tonnage for payment or annual quantity limits.

Unacceptable Waste. Material that is not eligible or required to be collected under the Contract because it is prohibited, excluded, unsafe, unlawfully placed, improperly prepared, hazardous, regulated, or otherwise lawfully refused by the Contractor. Title to and responsibility for Unacceptable Waste that is lawfully refused or not collected remains with the person or entity that placed or generated it.

White Goods. Large household appliances eligible for residential collection under Section 4.6, including refrigerators, freezers, air-conditioning units, and other appliances subject to the preparation, refrigerant, regulated-component, size, weight, and service limitations of the Contract Documents.

Yard Waste. Vegetative material generated through normal landscaping and yard-maintenance activities at eligible residential premises, including leaves, grass clippings, garden waste, shrub trimmings, small limbs, and similar material, when prepared and placed in accordance with Section 4.4.

Yard Waste Collection. The collection, transportation, and lawful disposal or processing of eligible Yard Waste from residential premises. The cost of this service is included in the residential monthly price and may not be separately charged when performed in accordance with the Contract Documents.

SECTION 3 - GENERAL CONDITIONS

3.1 APPLICABILITY AND GENERAL STANDARD

The provisions of this Section apply to all services performed under the Contract. The Contractor shall furnish all labor, supervision, vehicles, equipment, containers, materials, communications, records, and other resources necessary to perform the Services continuously, safely, courteously, and in full compliance with the Contract Documents and applicable law. Unless otherwise expressly approved in writing by the City, no interruption, reduction, or material change in service is permitted.

3.2 SUBCONTRACTS

The Contractor shall not enter into any subcontracts, leases or agreements pertaining to the provision of the Services without the written consent of the City. The Contract may not be assigned, in whole or in part, in any way without the prior written consent of the City.

3.3 VEHICLES, EQUIPMENT, AND OPERATING FACILITIES – Absorbed Cost

The Contractor shall provide and maintain adequate garages, shops, yards, and other operating facilities sufficient to support safe, sanitary, and reliable year-round performance of the Services in all reasonably anticipated weather conditions. Such facilities shall be appropriately equipped for the storage, cleaning, inspection, repair, and maintenance of vehicles, carts, containers, and equipment used in performing the Contract.

All vehicles, equipment, carts, containers, and facilities used in connection with the Services shall be maintained in a clean and sanitary condition, in good working order and repair, and in compliance with all applicable laws, regulations, permits, and safety requirements. The City may inspect such vehicles, equipment, carts, containers, and facilities at any reasonable time for safety, sanitation, condition, maintenance, appearance, and conformity with the Contract. The City may reject or require the removal from service of any item that does not comply with the Contract.

Any inspection, approval, rejection, or failure to inspect by the City shall not relieve the Contractor of responsibility for the condition, safety, operation, or legal compliance of its vehicles, equipment, carts, containers, or facilities. No such action by the City shall create any duty, liability, or right in favor of any third party.

All persons operating Contractor vehicles shall possess a valid driver's license issued by the State of Mississippi and any commercial driver's license or other qualification required by applicable federal or state law.

The Contractor shall not display the City's name, seal, logo, or other wording or markings implying City ownership of the Contractor's vehicles, equipment, facilities, stationery, or other property.

All vehicles and equipment used to collect or transport Solid Waste within the City shall be of sufficient size, capacity, condition, and number to perform the Services safely, efficiently, and in accordance with the required collection schedules. Each vehicle used for the collection of Solid Waste shall have a fully enclosed, leak-resistant body equipped with an appropriate compaction system. Each such vehicle shall have tandem axles and shall not exceed a gross vehicle weight of sixty thousand (60,000) pounds.

The Contractor shall maintain sufficient reserve vehicles and equipment to prevent service interruptions resulting from routine maintenance, breakdowns, accidents, or other reasonably foreseeable circumstances.

When the Public Works Director determines that the Contractor's vehicles or equipment are insufficient to complete routes as scheduled, the Director may provide written notice identifying the service deficiency. The Contractor shall promptly investigate the deficiency and implement corrective measures it considers appropriate.

If the identified deficiency continues for thirty (30) calendar days after the Contractor's receipt of the notice, the Public Works Director may issue a written directive requiring the Contractor to place additional vehicles or equipment into service. The Contractor shall comply with the directive within ten (10) calendar days after receipt, unless the City approves a different compliance period in writing.

Failure to timely comply with such a directive shall constitute a breach of the Contract and shall subject the Contractor to the applicable liquidated damages identified in the Table of Liquidated Damages, in addition to any other rights or remedies available to the City. The City may deduct assessed liquidated damages from amounts otherwise due to the Contractor.

3.4 COLLECTION HOURS

The Contractor shall not commence collection within residential areas of the City before 7:00 A.M., and all regularly scheduled collection shall be completed no later than 7:00 P.M. The Contractor shall conduct collection operations as quietly as reasonably practicable and shall not use unnecessarily noisy, defective, or improperly maintained vehicles or equipment.

The Public Works Director may approve temporary changes to the permitted collection hours when reasonably necessary due to an emergency, severe weather, equipment failure, unusually high waste volumes, cleanup campaigns, special events, holidays, road closures, or other conditions affecting the safe and timely performance of the Work.

3.5 HOLIDAY COLLECTION SCHEDULE

- A. Recognized Holidays. The Contractor may suspend regularly scheduled collection only on New Year's Day, Thanksgiving Day, and Christmas Day, unless the City approves a different holiday schedule in writing. Collection shall not be suspended for any other holiday without the City's prior written approval.
- B. Recovery Schedule. When a recognized holiday falls on a regularly scheduled collection day, the Contractor shall complete the affected collection no later than the next calendar day, and all remaining routes for that week may be shifted by no more than one day. All routes shall return to the regular schedule at the beginning of the following week unless otherwise directed by the City.
- C. Notice. At least thirty (30) days before each recognized holiday, the Contractor shall provide the City with the proposed holiday collection schedule and public notice materials. The Contractor shall publish in the Madison County Journal and distribute the approved notice through its website, customer service channels, social media, route notices, mobile application/website, and any other means reasonably requested by the City. Holiday notices shall clearly state the affected service days and revised collection dates.
- D. No Additional Charge. Holiday schedule adjustments, recovery collection, overtime, communications, and related costs are included in the Contract Price and shall not be separately charged to the City or customers.

3.6 MISSED COLLECTIONS AND CORRECTIVE SERVICE – Absorbed Cost

- A. Missed Collection. A "Missed Collection" occurs when properly prepared and properly placed Solid Waste, Yard Waste, Bulk Waste, White Goods, or other material required to be collected under the Contract is not collected on the scheduled service day, excluding conditions caused solely by the customer, an inaccessible or unsafe location, prohibited material, a City-directed suspension, or an event of Force Majeure.
- B. Reporting and Cure. The Contractor shall maintain a system for receiving service complaints by telephone and mobile application/mobile-friendly website. A Missed Collection reported to the Contractor or City by 12:00 noon on the next Business Day shall be corrected no later than 7:00 p.m. that same day. A report received after 12:00 noon shall be corrected no later than 12:00 noon on the following Business Day. The Contractor shall document the time received, cause, corrective action, and time completed.
- C. Verification. The City may verify a Missed Collection by customer report, photograph, time-stamped communication, route record, vehicle location data, field observation, or other reasonably reliable evidence. The Contractor may submit contrary documentation within two (2) Business Days after notice from the City.
- D. Missed Collection Service Credit. For each verified Missed Collection not corrected within the time required above, the City may assess a service credit as listed in Liquidated Damages section. Multiple uncollected service categories at the same service address on the same day may be treated as separate occurrences when separate collection services were required. The service credit is intended to reimburse the City for administrative and customer-service impacts and is separate from any liquidated damages applicable to a broader route failure or pattern of nonperformance.
- E. Chronic Misses. Three (3) or more verified Missed Collections at the same service address within any sixty (60)-day period, or a recurring pattern of missed service on a route, constitutes chronic nonperformance. The City may require a written corrective action plan, additional supervision, route modifications, or other reasonable remedial measures at no additional cost.

3.7 LIQUIDATED DAMAGES

- A. Purpose. The parties acknowledge that certain failures by the Contractor will cause the City administrative expense, customer-service disruption, operational harm, and loss of public confidence that are difficult to calculate precisely. The amounts below represent a reasonable estimate of anticipated damages and are not penalties. The City may deduct assessed liquidated damages from amounts otherwise due, draw upon other security available under the Contract, or require direct payment.

- B. Notice and Response. Before final assessment, the City shall provide written notice describing the alleged failure and proposed amount. The Contractor may submit supporting information within five (5) Business Days. The City's Contract Administrator shall determine the final assessment after considering the available information. Repeated failures may be assessed separately for each day or occurrence.

Nonperformance Event	Liquidated Damages	Measurement
Failure to complete an entire scheduled route by the required time, without approved cause	\$1,000	Per route, per day
Failure to provide required holiday or service-change notice in accordance with General Conditions	\$500	Per event
Failure to timely correct a verified Missed Collection within the required response time	\$50	Per occurrence, in addition to any applicable route failure
Failure to submit a required report, certification, or data file by the due date	\$250	Per report, plus \$100 per day after written notice
Failure to maintain required customer service availability or emergency contact coverage	\$250	Per day or documented event
Collection or transport resulting in material spillage, leakage, or litter not cleaned within the required response time	\$250	Per location or event
Failure to clean vehicles, containers, docks, yards, shops, and other equipment pursuant to terms of the Contract	\$50	Per occurrence
Use of an unapproved disposal, processing, transfer, or delivery facility	\$2,500	Per load
Failure to maintain required insurance, bond, license, or permit	\$1,000	Per day after notice, subject to immediate suspension rights
Failure to provide requested route, GPS, weight, disposal, or complaint records within the required time	\$250	Per request, plus \$100 per day thereafter
Unauthorized interruption or reduction of required service	\$2,500	Per day

- C. Other Remedies. Liquidated damages do not excuse performance and do not limit the City's right to require corrective action, recover direct damages not covered by a listed liquidated-damages item, exercise indemnity rights, suspend work, terminate for default, or pursue other remedies available under the Contract. The City shall not recover both liquidated damages and duplicative actual damages for the same specific harm.

3.8 TITLE TO AND RESPONSIBILITY FOR WASTE

Title to and responsibility for Solid Waste shall transfer to the Contractor when the material is collected and loaded into the Contractor's vehicle. From that point forward, the Contractor shall be solely responsible for the lawful transportation, handling, processing, recovery, recycling, reuse, and disposal of the collected material.

Title to and responsibility for any Solid Waste, Hazardous Waste, Unacceptable Waste, or other material that the Contractor lawfully refuses or does not collect shall remain with the Residential Unit, Light Commercial Unit, Municipal Facility, or other person or entity that placed or generated the material.

3.9 LICENSES, PERMITS, AND REGULATORY APPROVALS

The Contractor shall, at its sole cost, obtain and continuously maintain all licenses, permits, registrations, certificates, approvals, identification numbers, and other governmental authorizations required for the performance of the Services under applicable federal, state, and local laws, regulations, ordinances, and administrative requirements.

Before commencing the Services, the Contractor shall provide evidence satisfactory to the City that it is duly organized, authorized, and in good standing to conduct business in the State of Mississippi and that it has

obtained all required City privilege licenses, commercial waste-hauler permits or authorizations, and other local approvals applicable to its operations within the City.

The Contractor shall obtain and maintain all permits, registrations, and approvals required by the Mississippi Department of Environmental Quality or any other regulatory agency for the particular activities performed or waste streams handled under the Contract, including, when applicable, transfer stations, processing facilities, or other regulated materials or operations.

The Contractor shall use only disposal, transfer, processing, and other waste-management facilities that are lawfully authorized and appropriately permitted to receive the applicable materials.

The Contractor shall provide copies of all required licenses, permits, registrations, certificates, and approvals to the City upon request. The Contractor shall notify the City promptly in writing of any expiration, suspension, revocation, restriction, notice of violation, enforcement action, or other material change affecting any authorization required to perform the Services.

Failure to obtain or continuously maintain any required license, permit, registration, approval, or authorization shall constitute a material breach of the Contract.

3.10 DISPOSAL REQUIREMENTS – Absorbed Cost

All Solid Waste collected under the Contract shall be transported to and disposed of at a lawfully operating landfill, transfer station, recycling facility, processing facility, composting facility, or other facility that is appropriately permitted and authorized to receive and manage the applicable waste stream. The Contractor shall be solely responsible for ensuring that all collection, transportation, processing, recovery, recycling, reuse, and disposal activities comply with applicable federal, state, and local laws, regulations, permits, and approvals.

The Contractor may segregate any collected waste stream for recycling, reuse, recovery, processing, composting, beneficial use, or other lawful management, provided that such activity does not interfere with collection services, create an additional charge to the City unless expressly approved in writing, or result in the unlawful disposal, abandonment, or handling of any material. Any material that is not lawfully diverted or recovered shall be disposed of at an appropriately permitted facility.

Upon request, the Contractor shall provide the City with weight tickets, disposal receipts, recycling or processing records, manifests, facility information, and other documentation reasonably necessary to verify the quantities and lawful management of collected materials.

The City may terminate the Contract upon not less than ninety (90) days' prior written notice if the Contractor fails or refuses to comply with a lawful written directive from the City concerning the destination or management of collected Solid Waste.

3.11 PUBLIC EDUCATION, CUSTOMER COMMUNICATIONS, AND OUTREACH – Absorbed Cost

3.11.1 PUBLIC EDUCATION, CUSTOMER COMMUNICATIONS, AND DIGITAL SERVICE SYSTEM

3.11.2 General Responsibility

The Contractor shall develop, operate, staff, maintain, and continuously improve a comprehensive public education and customer communication program initially and throughout the Contract term.

The Contractor shall have primary responsibility for informing customers about the Services and for receiving, documenting, investigating, responding to, resolving, and closing customer inquiries, complaints, missed-collection reports, and service requests.

The Contractor shall communicate directly with customers and shall not rely upon the City to serve as the routine intermediary between the Contractor and its customers. The Contractor shall not direct customers to contact the City regarding matters that are the Contractor's responsibility under the Contract.

All personnel, technology, communications systems, materials, software, equipment, hosting, maintenance, and other resources necessary to satisfy this Section shall be provided by the Contractor.

3.11.3 Public Education Program

As part of initial startup, the Contractor shall prepare and submit a public education and customer communication plan for the City's review and approval.

The plan shall identify:

- Key messages and educational topics;
- Communication methods;
- Responsible personnel;
- Proposed materials and outreach activities;
- Procedures for holiday, weather, emergency, and service-change communications;
- Procedures for handling customer inquiries and complaints; and
- Methods for measuring program effectiveness.

The initial public education program shall include, at a minimum:

- One citywide direct-mail communication;
- Collection schedules or calendars;
- Initial Cart size selection process;
- Additional Cart selection process;
- Customer instructions regarding preparation, placement, prohibited materials, carts, and applicable collection services;
- Social media and website content;
- Frequently asked questions;
- Digital materials suitable for publication by the City;
- Other reasonable outreach activities required by the City.

Initial public education shall commence following the Notice of Award but prior to Contract commencement date on a mutually agreed upon schedule. Ongoing public education shall continue throughout the Contract term and shall address holiday schedules, severe-weather changes, service delays, route changes, preparation requirements, recurring customer errors, and other matters affecting the Services.

3.11.4 Required Customer Access Channels

The Contractor shall provide and maintain at a minimum the following three customer access channels:

1. A dedicated local or toll-free customer service telephone number;
2. A monitored customer service email address or online contact form; and
3. A mobile application or mobile-friendly website.

Customers shall be permitted to use any of the three channels and shall not be required to use a particular method to obtain assistance.

Each channel shall be prominently identified in public education materials, collection calendars, customer notices, the Contractor's website, on each cart distributed in this Contract, and other communications.

3.11.5 Integrated Customer Service System

All customer inquiries, complaints, and service requests received through any required channel shall be entered into a single integrated tracking system.

The system shall:

- Assign a unique tracking number;
- Record the customer's service address and contact information;
- Record the date, time, source, and nature of the request;
- Identify the applicable service;
- Assign the matter to responsible Contractor personnel;
- Record communications, investigative findings, and corrective actions;

- Track required response and resolution deadlines;
- Identify overdue or escalated matters;
- Provide status information to the customer; and
- Document the final disposition.

The Contractor shall retain responsibility for each matter from initial receipt through final resolution. A matter shall not be considered resolved merely because it has been transferred to another employee, department, subcontractor, call center, or service provider.

When the City refers a customer matter to the Contractor, the Contractor shall promptly contact the customer, investigate the issue, complete required corrective action, and communicate the final resolution. The City shall not be required to repeatedly relay messages or administer the Contractor's customer service obligations.

3.11.6 Telephone Service

The Contractor shall maintain an adequately staffed local or toll-free customer service telephone number.

Live telephone service shall be available, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding recognized holidays. The telephone system shall provide voicemail or automated intake when live representatives are unavailable. Automated systems may assist with call routing but shall not prevent a customer from reaching a qualified representative during required operating hours.

Customer service representatives shall have access to current collection schedules, route information, customer records, and open service requests.

3.11.7 Email and Contact Form

The Contractor shall maintain a dedicated customer service email address, online contact form, or both.

The email address or contact form shall be actively monitored during customer service hours. Each submission shall be acknowledged, entered into the tracking system, assigned, investigated, and responded to.

Electronic submissions shall provide:

- Confirmation of receipt;
- A tracking number;
- The ability to describe the issue and provide contact information;
- The ability to attach photographs or documents when practicable;
- Status and resolution communications; and
- Reasonable protection of customer information.

A generic or unmonitored email inbox shall not satisfy this requirement.

3.11.8 Local Office

The Contractor shall maintain a physical, staffed office at a location approved by the City. The office shall be located within Hinds, Rankin, or Madison County.

The local office shall not be merely a mailing address, registered office, virtual office, or nominal business location. It shall be actively and materially involved in the day-to-day administration and supervision of the services provided under this Contract within the City of Ridgeland.

Personnel assigned to the local office shall have sufficient authority and responsibility to address service issues, coordinate field operations, respond to the City, and take timely corrective action. The City may inspect the office or require reasonable documentation demonstrating compliance with this requirement.

3.11.9 Mobile Application or Mobile-Friendly Website

The Contractor shall provide and maintain either a mobile application or a mobile-friendly website that functions on commonly used smartphones, tablets, and desktop devices.

The digital platform shall allow customers to:

- View regular and holiday collection schedules;
- Review service, preparation, placement, and prohibited-material requirements;
- Receive information regarding delays, severe weather, emergencies, and route changes;
- Report missed collections;
- Submit complaints and service requests;
- Request eligible cart or special collection services;
- Submit photographs or supporting information;
- Receive a tracking number;
- Review the status of an open request;
- Receive confirmation of corrective action or final resolution;
- Access frequently asked questions; and
- Access the Contractor's telephone number and email or contact form.

To the extent practicable, the platform shall provide address-specific collection schedules, service alerts, and service-request information.

If the Contractor offers a mobile application, equivalent core functionality shall remain available through a mobile-friendly website. Customers shall not be required to download an application to obtain information or request service.

3.11.10 Cart-Based Digital Access

Each cart distributed, delivered, replaced, or placed into service by the Contractor shall bear a durable, City-approved sticker, label, decal, plate, molded marking, or similar identification that directs customers to the Contractor's digital platform.

The marking shall include:

- A scannable quick-response code directing the customer to the mobile-friendly website or to a landing page containing application download links;
- A plainly printed website address; and
- A brief statement explaining that the customer may obtain collection information, report service issues, submit requests, and review request status through the digital platform.
- Prohibited item and cart placement standards.

The marking shall be conspicuous, weather-resistant, ultraviolet-resistant, water-resistant, legible, and suitable for the expected outdoor service life of the cart.

The Contractor shall inspect the markings as part of ordinary cart maintenance and shall promptly replace any marking that is missing, damaged, illegible, obsolete, or nonfunctional.

The Contractor shall maintain all quick-response codes, website addresses, landing pages, redirects, and application links in working order throughout the Contract term. A change in software, website address, or application provider shall not render existing cart markings unusable. The Contractor shall maintain a functional redirect or replace affected markings at its expense.

3.11.11 Response and Resolution

Electronic submissions shall receive an immediate automated acknowledgment. Telephone messages and electronic requests shall be reviewed no later than the next Business Day.

The Contractor shall provide a substantive response no later than the next Business Day unless a more stringent requirement applies elsewhere in the Contract.

Routine matters shall be resolved within the applicable service standard. When resolution is delayed, the Contractor shall notify the customer, explain the reason, identify the corrective action, provide an anticipated resolution date, and continue providing status updates until the matter is resolved.

An automated acknowledgment alone shall not constitute a substantive response or resolution.

3.11.12 Missed Collections and Rejected Materials Communications

The Contractor shall investigate missed collections and disputed service using reasonably available route records, vehicle location data, photographs, videos, driver notes, supervisor records, and other operational information.

When service was not completed because materials were improperly prepared, prohibited, inaccessible, excessive, unsafe, or otherwise noncompliant, the Contractor shall inform the customer:

- Why the material was not collected;
- The applicable preparation or service requirement;
- The corrective action required; and
- When the material may be collected after correction.

The Contractor shall document the communication through a cart tag, door hanger, photograph, electronic notice, or other appropriate method.

3.11.13 Holiday, Weather, and Service-Change Communications

The Contractor shall prepare and distribute timely communications regarding holidays, severe weather, emergencies, service delays, route changes, and other operational conditions affecting customers.

For each holiday affecting service, the Contractor shall provide the City with the proposed schedule and a social-media-ready graphic for review and approval. Holiday communications shall identify affected collection days, revised collection days, and impacts to each applicable service category.

Service alerts shall identify the affected area, affected service, customer instructions, anticipated corrective action, and expected return to normal operations.

The Contractor shall update or correct public information promptly when conditions change.

3.11.14 City Access and Reporting

The City shall have reasonable access to reports, dashboards, or data exports showing:

- Open and closed service requests;
- Request type and source;
- Current status;
- Response and resolution times;
- Overdue matters;
- Repeat complaints;
- Geographic or service-related complaint trends;
- Corrective actions; and
- Final dispositions.

The Contractor shall report customer service and communication performance in the format and frequency required by the City.

Performance measures may include call volume, answer time, abandoned calls, electronic submissions, digital platform usage, response time, resolution time, overdue requests, repeat complaints, reopened requests, and system availability.

City access to the system shall not make the City responsible for operating the Contractor's customer service program.

3.11.15 System Availability, Privacy, and Continuity

The Contractor shall maintain the telephone, email, contact-form, and digital systems throughout the Contract term.

The mobile application or mobile-friendly website shall remain continuously available except during reasonable scheduled maintenance or events beyond the Contractor's control. Material outages shall be promptly corrected, and alternative methods for submitting requests shall remain available.

The Contractor shall protect customer information and shall not sell, commercially exploit, or use such information for purposes unrelated to the Contract. Contractor shall share the customer's contact information with the City of Ridgeland upon request.

Customer service records shall be maintained in a form that can be reviewed and exported by the City. Upon request or at the end of the Contract, the Contractor shall provide the City with relevant records in a commonly usable electronic format.

Changes in personnel, software, vendors, telephone providers, websites, or applications shall not interrupt customer access or result in the loss of customer service records.

3.11.16 Corrective Action

If the City determines that the Contractor's public education, customer communication, or digital service system is inaccurate, untimely, difficult to use, inadequately staffed, unreliable, or otherwise deficient, the City may require the Contractor to submit and implement a corrective action plan.

The corrective action plan shall identify the deficiency, its cause, responsible personnel, corrective measures, implementation deadlines, and methods for verifying improvement.

The Contractor shall implement required corrective measures at no additional cost to the City.

3.11.17 Compensation

All costs associated with public education, telephone service, email or contact-form service, the mobile application or mobile-friendly website, the integrated tracking system, cart markings, customer notifications, maintenance, staffing, reporting, accessibility, cybersecurity, and related requirements shall be included in the Contractor's proposed rates as shown in the Proposal Pricing Form.

3.12 REPORTING, RECORDS, AND AUDIT

Upon reasonable notice, the City and its authorized representatives may inspect and audit records relevant to the Contract. Records shall be made available during normal business hours at a location reasonably acceptable to the City or electronically. Contractor shall provide the City with monthly disposal amounts of solid waste collections, bulk items, white goods, and brush and limb collection as appropriate.

3.13 FORCE MAJEURE

A. Definition. "Force Majeure" means an event beyond the reasonable control of the affected party that could not have been prevented or overcome through commercially reasonable planning and diligence, including a declared natural disaster, extraordinary flood, tornado, hurricane, widespread fire, war, terrorism, civil disorder, epidemic-related government shutdown, or government order that directly prevents performance. Force Majeure does not include ordinary or reasonably foreseeable weather, equipment failure, vehicle breakdown, labor shortage, employee absenteeism, subcontractor failure, increased operating cost, fuel price changes, lack of financing, or events caused by the affected party's negligence or failure to maintain adequate resources and contingency plans.

B. Notice and Mitigation. The Contractor shall notify the City as soon as practicable, and in no event later than four (4) hours after becoming aware that a Force Majeure event may materially affect service. The notice shall describe the event, affected services and areas, anticipated duration, mitigation measures, available alternate resources, and proposed recovery schedule. The Contractor shall use diligent efforts to continue essential service, protect public health and safety, minimize disruption, and restore full performance.

C. Limited Relief. The Contractor is excused only from the specific performance directly prevented by the Force Majeure event and only for the period of actual prevention. No additional compensation is due unless authorized by a written Contract amendment. The City may direct temporary service priorities, alternate schedules,

emergency collection methods, or use of alternate facilities. When the event ends, the Contractor shall promptly complete all deferred collection and restore the regular schedule at no additional cost unless otherwise agreed in writing.

D. Extended Event. If a Force Majeure event materially prevents performance for more than seven (7) consecutive days, the City may obtain substitute services, negotiate alternative service arrangements with Contractor, suspend affected portions of the Contract, or terminate the affected services upon written notice without termination liability, except for payment for conforming Services previously performed.

3.14 ANNUAL PRICE ADJUSTMENT

Adjustment of Collection Cost. Beginning on October 1st after one full year past the Commencement Date, and on each October 1st thereafter, the Contractor may adjust the Collection Cost based upon any increase or decrease in the costs of living as provided below. The Collection Charge shall be adjusted annually by the net changes in the CPI issued most recent to the year of the request and the prior year's CPI. Adjustments to the Collection Cost will only be made in units of hundredths of a dollar; fractions of a cent will not be considered in making adjustments.

The index for the month of May of the calendar year preceding the then current calendar year shall be the base number (the "Base Index") and the corresponding index number for the month of May for the current calendar year shall be the current number (the "Current Index"). Any increase or decrease in the Current Index over the Base Index shall be multiplied by any unit price found in the Contract for the immediately preceding contract year. The product shall be the amount of increase or decrease for the new contract year. The recalculated price shall be effective as of the anniversary of the next period after written notice of the recalculation is received by the City. A change may be made only once in any twelve-month period. The City may give notice of a decrease in the same manner as the Contractor may give notice of an increase. No mid-year adjustments will be made except to correct errors. If an error is found, the price adjustments will be effective from the date when the adjustment is agreed upon by both parties.

General Procedures for Price Increases. The Collection Cost payable by the City to the Contractor may be adjusted not more frequently than annually on the anniversary date of the Contract. A written accounting on which describes the increased or decreased expenses must be submitted by the Contractor to the Public Works Director for approval by July 1st of any contract year. No adjustment to the compensation payable to the Contractor shall become effective without the approval of the City and such approval shall not be withheld or delayed unreasonably or contrary to the terms of the Contract. The initial rate shall take effect on the Commencement Date and rate adjustments for succeeding years shall take effect on each successive October 1st. The initial adjustments shall pick up the changes after the first year of the Contract and each May thereafter. Unit costs due by the City to the Contractor shall be adjusted to compensate for such rate increases or decreases.

3.15 INSURANCE REQUIREMENTS

Insurance coverage specified herein shall be the minimum requirements. These requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at its sole cost and expense, any additional types and limits of insurance coverage as the Contractor may, in its sole judgment, deem necessary or proper.

In all insurance policies, the City shall be named as an additional insured, at no cost to the City. The insurance will also contain cancellation provisions requiring that a minimum of thirty (30) days prior written notice be given to the City before any cancellation. Standard form ACORD language stating that the insurer "will endeavor to give..." such notice is not acceptable. The ACORD certificate must require the insurer to give the City at least thirty (30) days prior written notice prior to any cancellation or alteration. The Contractor must deliver certificates of insurance to the City prior to commencing any work under the Contract. The Contractor shall provide to the City annually updated certificates of insurance evidencing the coverages required by this Contract. All policies of insurance must be issued by companies satisfactory to the City and must be fully licensed to provide insurance in the State of Mississippi.

The Contractor shall secure and maintain throughout the term of the Contract the following coverages:

- Comprehensive Public Liability and Property Damage Insurance covering all of the Contractor's operation in connection with the performance of this Contract in amounts for comprehensive general liability including bodily injury and property damage with limits of not less \$1,000,000 per occurrence with an aggregate limit of \$3,000,000 for all damages arising during the policy year.
- Automobile public liability insurance in the amount of not less than \$3,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$1,500,000 for one accident for

claims arising from the use of (i) the Contractor's own automobiles and trucks; (ii) hired automobiles and trucks; and (iii) automobiles and trucks owned by subcontractors.

- Employer's Liability Insurance in the amount of not less than \$1,000,000.
- Worker's compensation insurance for all employees in accordance with the laws of the State of Mississippi.
- Excess umbrella liability insurance in the amount of \$5,000,000 per occurrence.

To the extent permitted by law and commercially available, policies shall include a waiver of subrogation in favor of the City and the other additional insureds. Workers' compensation coverage shall include the applicable waiver endorsement.

The Contractor shall require each subcontractor to maintain insurance appropriate to its work and shall remain fully responsible for subcontractor acts and omissions. The City may require evidence of subcontractor coverage.

Failure to maintain required insurance is a material breach. The City may suspend performance, procure coverage and deduct the cost where legally permissible, assess applicable liquidated damages, or terminate the Contract. The City's review or acceptance of insurance does not waive any requirement or limit the Contractor's liability or indemnity obligations.

3.16 CITY ADMINISTRATION; NO WAIVER

The City's Contract Administrator may issue reasonable administrative directions, approve forms and schedules, verify performance, and communicate assessments under this Section. No inspection, approval, payment, failure to assess damages, or temporary acceptance of nonconforming performance constitutes a waiver of any Contract requirement. Remedies are cumulative except to the extent the Contract expressly provides otherwise.

3.17 COMPENSATION, INVOICING, AND UNIT COUNTS

3.17.1 Compensation and Monthly Payment

In consideration of the Contractor's complete and satisfactory performance of the Contract Work, the City shall pay the Contractor in accordance with the rates and prices set forth in the Contract.

The Contractor shall submit an itemized monthly invoice for Services performed during the preceding month. Subject to verification, approval, and any lawful withholding or adjustment, the City shall pay each properly submitted invoice in accordance with the payment requirements established by applicable law and the Contract.

For Services awarded on a per-unit monthly basis, payment shall be calculated by multiplying the applicable Contract rate by the number of billable units reported by the City for that billing period. For Services awarded on an annual lump-sum basis, the monthly payment shall equal one-twelfth of the applicable annual Contract amount, unless otherwise provided in the Contract.

No payment shall constitute acceptance of defective, incomplete, or nonconforming Services or waive any right or remedy available to the City.

3.17.2 Monthly Unit Counts and Billing Cycle

During the first seven (7) calendar days of each month, the City shall provide the Contractor with a count of:

- Residential Units receiving Service;
- Light Commercial Units receiving Service, if included in the awarded Services; and
- additional or second carts for which a separate monthly charge is authorized under the Contract.

The count provided by the City shall establish the units and additional carts to be billed for Services performed during that calendar month. The Contractor shall invoice the City for those Services during the subsequent month in accordance with the Contract's invoicing requirements.

For example, the count provided by the City during the first seven (7) calendar days of March 2027 shall be used to calculate compensation for Services performed during March 2027. The Contractor shall include those charges on its invoice submitted in April 2027 for the prior month's service.

The City may base its monthly count on water-service records, utility-account records, cart-assignment records, field verification, or any other information reasonably determined by the City to identify active and billable units.

Any new Residential Unit, Light Commercial Unit, or additional/second cart added during a month shall not be billed in that same month. Instead, such additions shall be included in the City's next monthly count and shall be billed beginning with the following billing cycle.

The Contractor shall not independently add units, additional carts, or other recurring charges to an invoice unless the addition has been reported or approved by the City. The Contractor shall apply all deletions, credits, and other billing adjustments reported or approved by the City.

3.17.3 Review and Reconciliation of Counts

The Contractor shall review each monthly count promptly and shall notify the City in writing of any claimed discrepancy within seven (7) days after receiving the count. The notice shall identify each disputed unit and provide documentation supporting the requested correction.

The City may investigate the claimed discrepancy and may require field verification or other supporting information. Any adjustment shall become effective only after approval by the City. The City's determination shall control for invoicing purposes unless the parties otherwise agree in writing.

The City and Contractor may conduct a joint count or reconciliation when reasonably necessary. A joint count shall not prevent the City from making subsequent additions, deletions, or corrections based on changes in active service.

3.17.4 Additions, Deletions, and Billing Adjustments

Monthly compensation may be adjusted to reflect net additions or deletions in Residential Units, Light Commercial Units, or separately billable additional carts reported by the City.

The Contractor shall invoice additions and apply deletions using the applicable Contract rates and the effective date established by the City. The City shall not be responsible for retroactive charges that were omitted from an invoice for more than ninety (90) days, unless the omission resulted from incorrect information supplied by the City or the City otherwise approves the adjustment in writing.

Overpayments, duplicate charges, charges for inactive units, and other billing errors may be deducted from a current or future payment or recovered by the City through any other remedy available under the Contract or applicable law.

3.17.5 Invoice Documentation

Each invoice shall be in a form acceptable to the City and shall separately identify:

- the billing period;
- each awarded Service;
- the applicable Contract rate;
- the number of billable units or carts;
- annual lump-sum Services billed at one-twelfth of the awarded annual amount;
- approved additions, deductions, credits, penalties, or adjustments; and
- the total amount requested.

The Contractor shall provide supporting records upon request. The City may withhold payment of any disputed or insufficiently documented amount while paying the undisputed portion of an invoice.

3.18 SUSPENSION OF SERVICES AND TERMINATION

3.18.1 City May Terminate for Cause

3.18.1.A. Events of Default

The City may terminate the Contract, in whole or in part, upon the occurrence of any one or more of the following events:

- The Contractor is adjudged bankrupt or insolvent;
- The Contractor makes a general assignment for the benefit of creditors;
- A trustee, receiver, or similar representative is appointed for the Contractor or a material portion of the Contractor's property or operations;
- The Contractor files a petition for bankruptcy, reorganization, protection from creditors, or similar relief;
- The Contractor fails to provide sufficient qualified personnel, vehicles, carts, containers, equipment, facilities, disposal capacity, or other resources necessary to perform the Services;
- The Contractor fails to make prompt payment to Subcontractors, disposal facilities, suppliers, employees, or other persons furnishing labor, materials, equipment, or services for the Contract Work;
- The Contractor fails to maintain any required license, permit, insurance policy, Performance Bond, Payment Bond, governmental authorization, or regulatory approval;
- The Contractor violates or disregards any applicable law, ordinance, rule, regulation, permit condition, or lawful order of a governmental authority;
- The Contractor fails to comply with a lawful direction of the City or the City's authorized representative;
- The Contractor abandons the Services or materially reduces, interrupts, or discontinues the Services without authorization from the City;
- The Contractor repeatedly fails to complete scheduled collections, correct missed collections, respond to complaints, maintain required service levels, or satisfy other performance requirements;
- The Contractor delivers Solid Waste to an unauthorized facility or unlawfully handles, transports, processes, or disposes of Solid Waste;
- The Contractor submits a materially false or misleading Proposal, certification, report, invoice, unit count, record, or other document;
- The Contractor fails to timely correct a deficiency, default, or nonconforming Service identified by the City; or
- The Contractor otherwise materially breaches any provision of the Contract Documents.

3.18.1.B. Notice and Opportunity to Cure

Except as provided below, the City may terminate the Contract for cause after providing the Contractor and its Surety with seven (7) calendar days' written notice identifying the default and the proposed effective date of termination.

The City may allow the Contractor an opportunity to cure the default within the seven-day notice period or within another period stated in the notice. Allowing an opportunity to cure shall not waive the default or limit any right or remedy of the City.

The City may terminate the Contract immediately, without an opportunity to cure, when the default:

- creates or threatens an immediate danger to public health, safety, property, or the environment;
- materially interrupts an essential collection or disposal Service;
- involves fraud, criminal conduct, intentional misconduct, or unlawful disposal;
- results in the loss of required insurance, bonding, licenses, permits, or lawful disposal capacity;
- constitutes abandonment of the Services; or
- is not reasonably capable of cure.

3.18.1.C. City's Rights Following Termination for Cause

Upon termination for cause, the City may:

- exclude the Contractor from City facilities and other locations controlled by the City;

- direct the Contractor to discontinue all or any portion of the Services;
- require the Contractor to continue designated Services for a limited transition period when necessary to protect public health and avoid interruption of essential Services;
- take possession of City-owned property, records, data, documents, keys, access credentials, containers, carts, materials, and equipment in the Contractor's possession or control;
- require the Contractor to provide route information, customer records, service histories, complaint records, cart inventories, disposal records, billing records, and all other information necessary to continue the Services;
- obtain temporary or replacement Services through another contractor, City personnel, mutual-aid arrangements, or any other lawful means;
- exercise its rights under the Performance Bond, Payment Bond, insurance policies, letters of credit, retainage, or other security;
- withhold or set off amounts otherwise payable to the Contractor; and
- pursue any other remedy available under the Contract, at law, or in equity.

The City shall not take possession of Contractor-owned vehicles, machinery, tools, facilities, carts, containers, or equipment unless the Contract expressly grants the City such right or the Contractor separately agrees in writing. Nothing in this provision shall prevent the City from taking possession of property owned by the City or property for which title has otherwise passed to the City.

The Contractor shall not be entitled to further payment until all amounts owed to the City, including costs resulting from the default, have been determined. If the unpaid amount otherwise due to the Contractor exceeds the City's reasonable direct and indirect costs arising from the default and completion or replacement of the Services, the City shall pay the remaining balance to the Contractor. If such costs exceed the unpaid amount, the Contractor shall pay the difference to the City.

The City shall not be required to obtain the lowest available price when securing emergency, temporary, transition, or replacement Services.

3.18.1.D. Preservation of Rights

Termination shall not affect any right, claim, obligation, or remedy of the City existing at the effective date of termination or arising thereafter from events occurring before termination.

The retention or payment of money otherwise due to the Contractor shall not release the Contractor or its Surety from liability. Termination shall not relieve the Contractor of obligations that expressly or by their nature survive termination.

3.18.2 City Option to Discontinue Brush and Limb Service

The Brush and Limb Collection Service shall not be subject to termination for convenience during the first three (3) years following the Contract Start Date.

After completion of the first three (3) years of the Contract, the City may elect to discontinue the Brush and Limb Collection Service, in whole but not in part, effective on an anniversary of the Contract Start Date, by providing the Contractor not less than one hundred eighty (180) calendar days' prior written notice.

The Contractor shall continue to provide the Brush and Limb Collection Service in accordance with the Contract through the effective date of discontinuation and shall be paid the applicable Contract price for Services properly performed through that date.

Upon discontinuation pursuant to this Section, the Contractor shall not be entitled to compensation for Services not performed, anticipated profits, lost revenues, unabsorbed overhead, or consequential, incidental, or special damages.

Nothing in this Section shall limit the City's rights to suspend or terminate the Contractor for default, failure to perform, or other cause as provided elsewhere in the Contract.

If the City elects to materially reduce or modify the scope, frequency, or manner of Brush and Limb Collection Service rather than discontinue the Service in its entirety, any corresponding adjustment to the Contract price shall be addressed in accordance with the provisions of the Contract governing Changes in the Services (Section 3.22).

The Contractor shall not be entitled to payment for:

- Services not performed;

- anticipated profits or revenue;
- lost business opportunities;
- consequential, incidental, or special damages;
- unabsorbed overhead; or
- costs that could reasonably have been avoided or mitigated.

A termination for cause that is subsequently determined not to have been justified may be treated as a termination for convenience, and the Contractor's recovery shall be limited accordingly.

3.18.3 Contractor May Suspend Services or Terminate

The Contractor may not suspend, reduce, or discontinue any essential collection, transportation, or disposal Service because of a dispute, disputed invoice, pending claim, request for adjustment, or disagreement with the City.

If, through no act or fault of the Contractor:

- the City fails to pay an undisputed amount finally determined to be due under the Contract within sixty (60) calendar days after receiving written notice from the Contractor identifying the overdue amount; or
- a court or governmental authority having jurisdiction orders the suspension of all Services for more than ninety (90) consecutive days for reasons not attributable to the Contractor,

The Contractor may provide written notice to the City stating the basis for the proposed suspension or termination.

The notice shall provide the City at least sixty (60) calendar days to cure the stated condition. If the condition remains uncured at the expiration of that period, the Contractor may terminate the Contract, subject to the Contractor's transition obligations.

The Contractor may not suspend essential Services without the City's prior written authorization. Nothing in this Section authorizes the Contractor to discontinue Services in a manner that would threaten public health, safety, property, or the environment.

The Contractor's remedy for disputed amounts shall be limited to the dispute-resolution procedures and other remedies provided by the Contract and applicable law. The Contractor shall continue performing the Services during the resolution of any dispute.

3.18.4 Duties Upon Termination

Upon receiving notice of termination, the Contractor shall:

- discontinue the affected Services on the date and to the extent directed by the City;
- continue all Services not terminated;
- protect and preserve all City property, records, data, carts, containers, materials, and other assets in its possession or control;
- provide all reports, route data, service records, cart inventories, complaint histories, billing information, disposal records, and other documents requested by the City;
- cooperate fully with the City and any successor or temporary service provider;
- transfer City telephone numbers, websites, digital service portals, customer information, and other City-owned or City-funded communication resources as directed by the City;
- remove Contractor-owned property as directed, without disrupting continued Services;
- submit a complete and itemized final invoice within thirty (30) calendar days after the effective date of termination; and
- take all reasonable actions necessary to minimize costs and prevent an interruption of essential Services.

The Contractor shall not destroy, delete, alter, conceal, withhold, or render unusable any record, data, account, credential, or information required by the City for continued performance of the Services.

3.18.5 Cumulative Remedies and Survival

The rights and remedies provided in this Article are cumulative and shall not limit any other right or remedy available to the City under the Contract, the Performance Bond, the Payment Bond, applicable law, or equity.

Provisions relating to payment, audits, records, indemnification, insurance, damages, confidentiality, ownership and return of property, transition assistance, dispute resolution, and other obligations that by their nature should survive shall remain effective after suspension, expiration, or termination of the Contract.

3.19 HOLD HARMLESS AGREEMENT.

The Contractor shall indemnify and agree to hold the City, its Public Works Director, employees and elected officials, harmless from and against all claims, damages, losses and expenses, including attorneys' fees, to the extent such claims arise out of or result from the Contractor's negligent action or inaction, or Contractor's willful misconduct in the performance of the Contract and the delivery of the Services.

In any and all claims against the City, its Public Works Director, employees, or elected officials, by any employee of the Contractor, any Subcontractor of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor of the Contractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts or other types of insurance or compensation coverage.

This indemnity includes, without limitation, reimbursement to the City of all fees and expenses, including attorneys' fees, for responding to and/or defending any claim.

3.20 TAXES, PERMITS, FEES, ETC.

All state, federal and local taxes due or payable during the life of this Contract on materials, services, equipment, supplies or labor used in the Contract shall be paid by the Contractor to the properly authorized person or persons to accept such payments. Permits and licenses necessary to perform the Contract Work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the Contract.

3.21 ORAL AGREEMENTS.

Oral agreements or conversations with any officer, Public Works Director, or employee of the City either before or after execution of this Contract shall not affect or modify any of the terms or obligations in any of the documents comprising said Contract.

3.22 CHANGES IN THE SERVICES

Collection, transportation, and disposal Services provided to Residential Units and Light Commercial Units located within any future contiguous area annexed by the City shall be compensated at the applicable Monthly Service Fees established in the Contract.

3.22.1 Ordinary Changes

Ordinary increases or decreases in the number of units served, including changes resulting from annexation, development, occupancy, vacancy, or changes in utility accounts, shall be addressed through the monthly unit-count and billing procedures established in the Contract and shall not, by themselves, entitle either party to an adjustment in the Contract rates. No change order will be required for ordinary changes in collection units.

3.22.2 Significant Changes

If an annexation or other City-directed change in the Services materially alters the nature, scope, routing, frequency, equipment requirements, disposal requirements, or cost of performance beyond what could reasonably have been anticipated at the time of Contract execution, either party may submit a written request for an equitable adjustment.

The requesting party shall provide sufficient documentation demonstrating:

- the specific change in the Services;
- the direct effect of the change on the cost or time required for performance;
- the amount and basis of the requested adjustment; and
- the measures taken to avoid or minimize additional costs.

No adjustment shall be effective unless approved in writing by the City and incorporated into the Contract by amendment or Change Order. Until such written approval is issued, the Contractor shall continue to perform the Services at the existing Contract rates and under the existing Contract terms.

An equitable adjustment shall be limited to the reasonable and documented effect of the material change and shall not include anticipated profits, consequential damages, or costs attributable to the Contractor's inefficiency, failure to mitigate, or failure to account for reasonably foreseeable growth.

3.23 CONFIDENTIALITY

Confidentiality of any proprietary material contained in proposals which may be disclosed during negotiations will be maintained, to the extent and manner provided by Mississippi law, if so indicated by the Proposer to the City. The City will use all reasonable means to protect the confidentiality of any information submitted, subject to the provisions of the Mississippi Public Records Law.

3.24 SITUS

Any contract executed following negotiations will be interpreted and enforced only under the laws of the State of Mississippi.

SECTION 4 - SPECIFICATIONS AND DEFINITIONS

4.1 Residential Collection Services

4.1.1 General Requirements

The Contractor shall provide residential solid waste collection, transportation, and lawful disposal services to all eligible residential premises designated by the City within the service area.

The Contractor shall furnish all labor, supervision, personnel, vehicles, equipment, carts, fuel, materials, supplies, transportation, disposal services, and other resources necessary to perform the work.

Residential collection shall be performed using the collection method or methods awarded by the City, which may include Manual Rear-Load collection, Automated Side-Load collection, or another method accepted by the City.

Proposers may submit pricing for one or more collection alternatives identified in the Proposal Forms and shall not be required to propose every alternative unless expressly required by the RFP. The City may award an alternative separately or in combination with other services.

4.1.2 Service Eligibility

The City defines which premises are eligible for residential collection service in the Definitions section. The Contractor shall not add, remove, reclassify, suspend, or refuse service to any premises without prior City authorization, except when collection would violate applicable law or create an immediate safety hazard.

Premises requiring dumpsters, compactors, roll-off containers, or other commercial collection equipment shall not be included unless expressly approved by the City.

4.1.3 Customer Counts and Compensation

The City shall provide the Contractor with a monthly count of residential dwelling units receiving service and a monthly count of additional carts subject to a recurring charge. Compensation shall be based on the applicable unit prices in the accepted Proposal and the service counts reported by the City, subject to the invoicing and verification requirements of the Contract. The Contractor shall promptly notify the City of any apparent discrepancy and shall maintain route, cart, and service records sufficient to support invoice review.

4.1.4 Collection Frequency and Schedule

Residential collection shall occur at the frequency and on the schedule established in the Proposal and subsequently the Contract. The Contractor shall maintain reliable and consistent routes and collection days. Approved routes and schedules shall not be materially changed without prior written approval from the City. The Contractor shall provide route maps, collection schedules, and related information requested by the City. Permanent route or schedule changes shall be communicated sufficiently in advance to permit customer notification.

4.1.5 Collection Point and Cart Handling

Collection shall occur from each residential premises.

The Contractor shall return each cart upright and reasonably near the location from which it was collected. Carts shall not be left in the roadway, placed where they block driveways or sidewalks, or positioned so as to create a hazard or unreasonable obstruction.

The Contractor shall exercise reasonable care to avoid damage to carts, mailboxes, vehicles, landscaping, pavement, utilities, and other public or private property.

4.1.6 Collection Limitations

The Contractor shall collect materials properly prepared and placed in carts (maximum limit as established in Pricing Proposal Form) in accordance with the RFP, City requirements, and approved public-education materials.

The Contractor shall not be required to collect prohibited materials, improperly prepared materials, materials exceeding applicable limits, or materials that cannot be safely or lawfully collected, transported, or disposed of using the assigned equipment.

The Contractor shall not refuse collection merely because a cart is full, provided the contents comply with the RFP, the cart is not overloaded, and the lid can substantially close.

When collection is refused, the Contractor shall document the reason and provide notice in a form approved by the City.

4.1.7 Performance Standards

The Contractor shall perform residential collection in a safe, sanitary, orderly, and professional manner. Waste spilled, dropped, or scattered by the Contractor shall be removed immediately. The Contractor shall minimize litter, noise, traffic disruption, and inconvenience to residents. Collection vehicles shall be maintained and operated so that waste, fluids, leachate, and debris are not discharged onto streets or property.

4.1.8 Collection Accommodations

The Contractor shall provide collection accommodations when directed by the City for customers approved under a City disability or hardship program. The program is intended only for those unable to reasonably place carts in accordance with the requirements otherwise listed in this RFP. Currently, to qualify for special service, a resident must provide medical documentation to the City stating such a condition exists. As of the date of this RFP drafting, there are six (6) residents who qualify for this service. This number is subject to change.

4.1.9 Changes in Collection

The Contractor shall cooperate with the City in addressing annexations, new developments, changes in occupancy, road closures, emergencies, and other conditions affecting service.

4.1.10 Disaster Debris Collection

Services required because of a declared emergency or disaster, widespread storm damage, or an extraordinary accumulation of debris exceeding the scope and capacity of routine collection services shall not be included in the residential unit price.

The City maintains a separate pre-positioned contractual arrangement for disaster debris removal and may assign all or any portion of storm-related or disaster-related debris collection, hauling, reduction, or disposal services to that contractor or to another provider selected by the City. The Contractor shall have no exclusive right to perform such services and shall not be entitled to compensation for work assigned to others.

The Contractor shall continue performing routine residential collection services to the extent safely and lawfully possible. Any disaster-related or extraordinary services requested from the Contractor shall be performed only upon written authorization from the City and shall be governed by the emergency and disaster-response provisions of the Contract, including applicable pricing, documentation, invoicing, and reimbursement requirements.

Normal seasonal fluctuations, isolated storm debris, and ordinary increases in residential waste volume shall remain included in the residential unit price.

4.2 Light Commercial Collection Services

4.2.1 General Requirements

The Contractor shall provide light commercial collection, transportation, and lawful disposal services to premises designated by the City. Light commercial premises shall be served through carts or another residential-style collection method approved by the City.

The City shall have final authority to determine eligibility for light commercial service.

4.2.2 Service Eligibility

A premises may be included in light commercial service when it can be adequately and safely served using the collection method, carts, and frequency authorized by the City. Premises requiring front-load containers, compactors, roll-off containers, specialized collection equipment, or service beyond the capacity of the municipal program are excluded and required to obtain separate commercial service.

The Contractor shall not add, remove, or reclassify a light commercial premises without City authorization.

4.2.3 Collection Method and Frequency

Light commercial collection shall be performed using the method and frequency established by the City and the Contract. A premises requiring more frequent collection or greater capacity than the municipal program provides may be required by the City to obtain additional carts or separate commercial service. The Contractor shall not impose separate charges, service terms, or collection limitations unless authorized by the Contract and approved by the City.

4.2.4 Cart Allocation

The City shall determine the number and size of carts assigned to each light commercial premises, up to the limit established in this RFP. Additional carts may be provided only through a City-approved process and shall

be charged at the applicable price contained in the accepted Proposal. The Contractor shall not independently deliver additional carts, substitute cart sizes, or change a premises' cart allocation.

4.2.5 Collection Limitations

Light commercial waste shall be placed in approved carts (maximum limit 4) and shall comply with all preparation, weight, volume, and material restrictions established by the RFP and the City. The Contractor shall not be required to collect prohibited materials, materials placed outside approved carts unless expressly authorized, or quantities that exceed the service level approved by the City. When collection is refused, the Contractor shall document the reason and provide notice in a form approved by the City.

4.2.6 Reclassification or Removal from Service

When the Contractor believes a premises no longer qualifies for light commercial service, it shall submit written documentation to the City identifying the premises and the basis for the requested change. The Contractor shall continue service until the City issues a determination, unless continued collection would violate applicable law or create an immediate safety hazard. The City may require additional carts, changes in waste-management practices, or transition to separate commercial collection.

4.2.7 City Facilities – Partially Absorbed Cost excluding dumpsters

The Contractor shall provide service to City-owned or City-operated facilities designated by the City in the Pricing Proposal Forms. The City may add, remove, or modify service at such facilities during the Contract term. Any adjustment in compensation shall be based on the applicable prices in the accepted Proposal unless the service is included in the base Contract price.

The Fire Stations and City Hall solid waste collection services shall be an absorbed cost. The cart quantity for each facility shall be as follows:

Location	Rear-load twice weekly	ASL twice weekly	ASL once weekly
City Hall	4	4	6
Fire Station 1	2	2	3
Fire Station 2	1	1	2
Fire Station 3	1	1	2
Fire Station 4	1	1	2
Fire Station 5	1	1	2

4.2.8 City-Wide Cleanup/Household Hazardous Waste Day – Absorbed Cost

The Contractor shall participate in a special city-wide clean up once each year at no additional compensation by providing (4) 40-yard dumpsters with liners and properly disposing of all deposited contents. The Contractor shall be given advance notice of the date and duration of the city-wide cleanup, which will have a maximum duration of not more than one (1) week.

4.3 Cart Program – Applies Only to ASL Option if Selected

4.3.1 Contractor Ownership and Responsibility – Absorbed Cost

The Contractor shall furnish, own, assemble, deliver, distribute, maintain, repair, replace, track, and remove all carts required for residential and light commercial service throughout the Contract term.

All carts shall remain the property of the Contractor.

Except for charges expressly authorized by the Contract, the Contractor shall bear all costs associated with the cart program.

4.3.2 Cart Requirements – Absorbed Cost

Carts shall be new or in like-new condition at the commencement of initial or new service or any replacement, and carts shall be compatible with the Contractor's collection equipment.

Each cart shall:

- Be designed for the applicable municipal collection method;
- Be constructed of durable, weather-resistant material;
- Include an attached lid and functional wheels;
- Be stable, leak-resistant, and suitable for ordinary use;

- Display a unique asset identifier;
- Display Contractor customer-service information approved by the City;
- Comply with applicable manufacturer and industry standards; and
- Be of a color, design, and appearance approved by the City.

The Contractor shall provide to the City product specifications, manufacturer information, warranty information, expected useful life, and equipment-compatibility information for each proposed cart.

4.3.3 Cart Sizes – Absorbed Cost

The Contractor shall provide the cart size or sizes selected by the City. This is anticipated to be 65-gallon for twice-weekly ASL and 96-gallon for once-weekly ASL service, with the option for any Residential customer to change carts out to a 35-gallon cart.

For Automated Side-Load collection, all approved carts shall be compatible with the vehicle's gripping and lifting system. The Contractor shall operate and adjust its equipment to avoid unreasonable cart damage.

4.3.4 Initial Distribution – Absorbed Cost

At least 90 days before service begins, the Contractor shall provide a 60-day minimum window for customers to request a 35-gallon cart, or additional carts. Once the window has closed, the default cart size should be as specified on the Proposal Pricing Form. Customers shall be eligible to exchange a cart size once during the first year of the contract without incurring a fee.

Before service begins, the Contractor shall deliver the required carts to all premises identified by the City. The Contractor shall coordinate distribution with the City and provide sufficient personnel, vehicles, equipment, and tracking resources to complete delivery before the service commencement date.

Initial distribution shall include:

- Assembly of carts;
- Delivery to the correct address;
- Recording the cart identifier, size, and service address;
- Delivery of City-approved customer instructions;
- Correction of omitted, duplicate, or misassigned carts; and
- Removal of packaging and distribution debris.
- Pickup, removal, and disposal of any cart(s) that residential or light commercial customers wish to dispose of in the event that an ASL option is chosen.

The Contractor shall provide the City with an electronic cart inventory in a City-approved format.

4.3.5 Additional Carts

Additional carts may be provided upon City approval and shall be billed by the City. The City shall report monthly counts of additional carts subject to recurring charges. The Contractor shall maintain records sufficient to reconcile its cart inventory with the counts reported by the City. Unless otherwise stated in the Proposal Forms, the recurring charge for an additional cart shall include ordinary delivery, maintenance, repair, replacement, and removal costs.

4.3.6 Cart Size Exchanges

A customer may request an exchange between cart sizes approved by the City.

One cart-size exchange per eligible service address shall be provided without charge when requested during the first year after the commencement of service.

After the first year, the Contractor may charge only the exchange fee stated in the accepted Proposal Pricing Form and authorized by the City.

No exchange fee shall apply when:

- The wrong cart was delivered;
- The cart is defective;
- The cart is incompatible with the Contractor's equipment;
- The exchange is required because of a change in the Contractor's collection method.

- Other fault of the Contractor.

The Contractor shall complete approved exchanges within the required response period.

4.3.7 Maintenance, Repair, and Replacement

The Contractor shall keep all carts safe, sanitary, serviceable, and functional. Carts with damaged lids, wheels, axles, handles, lifting components, bodies, or other parts that impair normal use shall be promptly repaired or replaced. Ordinary wear, manufacturing defects, weather damage, and damage caused by the Contractor or its equipment shall be corrected without charge to the City or customer. Temporary repairs shall not be used when they create a safety hazard, cause leakage, materially reduce capacity, or impair normal collection.

4.3.8 Cart Cleaning

Customers shall be responsible for ordinary cart cleaning. The Contractor shall clean, sanitize, repair, or replace a cart when an unsanitary condition results from a structural defect, leakage, contamination caused by the Contractor, or another condition attributable to the Contractor.

4.3.9 Customer-Caused Damage

When the Contractor believes damage resulted from customer abuse, misuse, fire, unauthorized alteration, overloading, or placement of prohibited materials, it shall document the condition and obtain City approval before assessing any charge for a new cart.

The Contractor shall not suspend service solely because a cart requires repair or replacement unless continued use presents an immediate safety hazard.

Any charge for customer-caused damage shall be limited to the amount authorized by the Contract as reflected in the Proposal Pricing Form and shall be collected by the City of Ridgeland and remitted to the Contractor as part of normal billing.

4.3.10 Lost, Stolen, or Missing Carts

The Contractor shall maintain a City-approved process for reporting and investigating lost, stolen, or missing carts.

Replacement shall be completed within the required response period.

Customer shall be responsible for the charge to replace a lost, stolen, or missing cart, billed by the City of Ridgeland. Any replacement charge shall be limited to the amount stated in the accepted Proposal and shall require City authorization.

No charge shall apply when the cart was removed, damaged, misplaced, or improperly recorded by the Contractor, or when the City otherwise determines that no charge is warranted. Appropriate charges shall be collected by the City of Ridgeland and remitted to the Contractor as part of normal billing.

4.3.11 Cart Inventory and Records

The Contractor shall maintain a complete and current electronic cart inventory that includes:

- Cart identifier;
- Cart size;
- Service address;
- Customer classification;
- Delivery date;
- Exchange history;
- Repair and replacement history;
- Additional-cart status; and
- Removal date.

The Contractor shall provide the inventory to the City upon request and at any reporting interval established by the City. The records shall be maintained in a format that can be reconciled with the City's monthly residential and additional-cart counts.

4.3.12 Response Times

The Contractor shall complete cart deliveries, exchanges, repairs, and replacements within the response times established by the Contract or the City.

Response Times are as follows:

- Initial ASL Cart Delivery – five business days prior to agreed contract start date
- Cart Damage Replacement (Contractor responsibility) – two business days
- Cart Damage/Lost/Stolen (Customer responsibility) – three business days
- Additional Cart Delivery - five business days
- Cart Size Exchange – five business days

Requests involving an immediate safety concern shall receive priority. The Contractor shall maintain sufficient carts, parts, personnel, and equipment to meet all response requirements.

4.3.13 Customer Instructions – Absorbed Cost

The Contractor shall provide City-approved instructions adhered to the cart addressing:

- Permitted and prohibited materials;
- Cart loading requirements;
- Cart placement and orientation;
- Clearance from vehicles and other obstructions;
- Contact information for Contractor regarding all requests
- Link to required communications platform

The Contractor shall not distribute cart instructions or related educational materials without prior City approval.

4.3.14 Changes in Service – Absorbed Cost

The Contractor shall deliver, relocate, exchange, or remove carts as directed by the City when premises are added, removed, reclassified, or otherwise changed. The Contractor shall not remove a cart from an occupied premises or discontinue service without City authorization, except when necessary to address an immediate safety hazard.

4.3.15 End-of-Contract Removal – Absorbed Cost

Upon expiration or termination of the Contract, the Contractor shall remove all Contractor-owned carts in coordination with the City and any successor provider. Carts shall not be removed before the date authorized by the City. The Contractor shall bear all costs associated with removal and shall remove carts, cart parts, labels, packaging, and related materials within the period established by the City. The City shall have no obligation to purchase, store, return, or dispose of Contractor-owned carts.

4.4 Yard Waste Collection- Absorbed Cost

4.4.1 General Requirements

The Contractor shall absorb all costs to provide Yard Waste Collection in any residential monthly cost proposed. No separate charge shall be assessed to the City or any residential customer for Yard Waste Collection performed in accordance with this Section.

The Contractor shall provide collection, transportation, and lawful disposal or processing of Yard Waste from all eligible residential premises within the Service Area.

Yard Waste Collection shall be available only to residential customers. Yard Waste generated at commercial, institutional, industrial, or other nonresidential premises shall not be included in this service.

The Contractor shall furnish all labor, supervision, vehicles, equipment, materials, transportation, disposal or processing services, and other resources necessary to provide Yard Waste Collection at the frequency and on the schedule established in the Contract.

Yard Waste Collection Service shall be provided to every residential customer once weekly.

4.4.2 Eligible Yard Waste

The Contractor shall collect eligible Yard Waste generated through normal landscaping and yard-maintenance activities at residential premises, whether those activities are performed by:

- The property owner, tenant, or occupant;
- A landscaping or lawn-care company;
- Another hired or compensated individual, excluding tree service contractors.

Eligible Yard Waste may include leaves, grass clippings, garden waste, shrub trimmings, small limbs, and similar vegetative material generated through normal residential landscaping and yard-maintenance activities, provided the material is prepared and placed in accordance with this Section.

4.4.3 Preparation Requirements

Leaves, grass clippings, garden waste, loose trimmings, and similar materials shall be securely placed in bags approved or permitted by the City.

No bag or bundle of Yard Waste shall exceed forty pounds in total weight.

Limbs and similar woody material shall:

- Be no more than four feet in length;
- Be securely bundled;
- Be capable of being safely handled by the Contractor's collection personnel and equipment; and
- Comply with any additional placement or preparation requirements approved by the City.

Loose limbs shall not be eligible for collection under this Section unless otherwise expressly authorized by the City.

4.4.4 Placement Requirements

Eligible Yard Waste shall be placed at the designated collection point in accordance with City-approved instructions.

Yard Waste shall be placed so that it does not:

- Obstruct streets, sidewalks, driveways, drainage facilities, fire hydrants, mailboxes, or utilities;
- Create a traffic, pedestrian, or public-safety hazard;
- Interfere with access to adjoining property;
- Become entangled with fences, utility lines, or other structures; or
- Prevent safe access by the Contractor's collection equipment.

Yard Waste shall be kept separate from household Solid Waste, Bulk Waste, White Goods, construction debris, and prohibited materials.

4.4.5 Service Limitations

The Contractor shall collect ordinary quantities of eligible Yard Waste generated through normal landscaping and maintenance of residential premises.

Normal seasonal increases, including leaf fall and routine spring and summer landscaping activity, shall remain included in the residential monthly cost when the material is properly prepared and otherwise complies with this Section.

The Contractor shall not be required to collect:

- Yard Waste generated at commercial or other nonresidential premises;
- Bags exceeding forty pounds;
- Limbs exceeding four feet in length;
- Limbs or woody material that are not securely bundled;
- Tree trunks, stumps, root balls, logs, or similar oversized material;
- Land-clearing debris;
- Debris resulting from construction, demolition, grading, development, or substantial property clearing;
- Soil, rocks, concrete, lumber, fencing, or nonvegetative material;
- Material originating from another premises;
- Material mixed with household solid waste or prohibited materials;
- Material exceeding any applicable volume or preparation limits established by the City; or
- Material that cannot be safely or lawfully collected, transported, processed, or disposed of using the equipment assigned to the service.

Materials that meet the requirements of Section 4.5, Brush and Limb Collection, shall be handled under that Section unless they are prepared for collection in accordance with the bagging and bundling requirements of this Section.

4.4.6 Refused Collection

When Yard Waste is not collected because it is improperly prepared, exceeds applicable limits, contains excluded materials, or is otherwise ineligible, the Contractor shall document the reason and provide notice in a form approved by the City.

The notice shall identify the condition preventing collection and, when reasonably possible, the corrective action required for the material to become eligible. The City shall have final authority to determine whether material qualifies for collection under this Section.

4.4.7 Spillage and Cleanup – Absorbed Cost

The Contractor shall promptly remove any Yard Waste spilled, dropped, or scattered by its personnel or equipment during collection.

The Contractor shall leave the collection area in a reasonably clean and orderly condition.

4.5 Brush and Limb Collection

4.5.1 General Requirements

These specifications in section 4.5 shall apply only in the event that the section of the Proposal Pricing Form entitled “Brush and Limb Collection Service” is accepted. The Contractor shall provide collection, transportation, and lawful disposal or processing of Brush and Limbs generated at eligible residential premises. The anticipated quantity is between 5,000 and 7,000 cubic yards (CY) of debris annually. Brush and Limb collection shall be performed at the frequency established in the Proposal Pricing Form.

The Contractor shall furnish equipment appropriate for the safe and efficient collection of the materials authorized under this Section.

4.5.2 Preparation and Placement

Customers shall place Brush and Limbs at the collection point in accordance with City-approved instructions.

The City may establish requirements regarding maximum length, diameter, weight, bundle size, pile size, placement, and separation from other materials based on contractor's capabilities. These parameters should be proposed by the contractor in the proposal.

Brush and Limbs shall be placed so that they do not:

- Obstruct streets, sidewalks, driveways, drainage facilities, fire hydrants, mailboxes, or utilities;
- Create a traffic or pedestrian hazard;
- Become entangled with fences, utility lines, or other structures; or
- Prevent safe access by collection equipment.

4.5.3 Verification and Tracking of Brush and Limb Quantities

The Contractor shall accurately measure, document, and report all Brush and Limb material collected under this Contract. The maximum quantity included within the Contractor's proposed price shall be **7,000 CY during each Contract Year**, unless otherwise stated in the Proposal Forms.

All Brush and Limb quantities shall be determined by measurement. Contractor will need to produce a unique photo of each load to be dumped. The photo will need to be taken from a vantage point sufficient to verify the load. Each load shall be measured at the disposal, processing, transfer, or other facility approved by the City. The Contractor shall provide ticket for each load showing, at a minimum:

- The date and time of delivery;
- The name and location of the receiving facility;
- The vehicle or unit identification number;
- The Cubic Yards of the Brush and Limb material;
- The origin or collection area of the material;
- The name or identification of the driver; and
- The unique ticket number.

The Contractor shall maintain a separate accounting of Brush and Limb material collected for the City. Material collected from other jurisdictions, private customers, commercial customers, contractors, or other sources shall not be combined with or charged against the City's totals. When a vehicle contains material from more than one source, the Contractor shall separate the City's material or use another allocation method approved in writing by the City before the material is counted.

The Contractor shall submit a monthly Cubic Yardage report to the City no later than the **tenth (10th) day of the following month**. Each report shall include:

- Each individual load and corresponding scale-ticket number;
- The net CY attributable to each load;
- The total CY collected during the reporting month;
- The cumulative CY collected during the applicable Contract Year;
- The remaining CY available under the 7,000 CY maximum; and
- Copies of all supporting scale tickets and disposal or processing records.

The Contractor shall notify the City in writing when cumulative Brush and Limb quantities reach **75 percent, 90 percent, and 100 percent** of the annual maximum. Reaching or exceeding the maximum shall not authorize the Contractor to suspend collection, reduce service, incur additional charges, or dispose of material through an alternative facility without the City's prior written direction. No additional payment for additional cubic yardage shall be paid unless all cubic yardage for the contract year has been properly documented and verified. Any claimed yardage not properly documented shall not count toward the 7,000 cubic yard contract lump sum limit.

The City may inspect and audit the Contractor's dump tickets, facility records, vehicle records, route records, invoices, GPS information, and other documentation reasonably necessary to verify reported quantities. The Contractor shall retain all supporting records for at least **five years after the expiration or termination of the Contract** and shall make them available to the City upon request.

Any quantity that is unsupported by a valid ticket, cannot be reconciled to the Contractor's collection and disposal records, includes material not generated within the City, or otherwise cannot be verified to the City's

reasonable satisfaction shall not be counted toward the 7,000-CY maximum and shall not be eligible for additional compensation.

4.5.4 Service Limitations

Routine service shall be limited to ordinary quantities generated through normal residential trimming and maintenance.

Unless expressly authorized by the City, the Contractor shall not be required to collect:

- Volumes above 7,000 cubic yards annually without compensation as defined in the Proposal Pricing Form.
- Land-clearing debris;
- Tree trunks, stumps, root balls, or logs exceeding applicable limits;
- Material generated by a commercial landscaper, arborist, tree service, contractor, or paid service provider;
- Debris resulting from construction, demolition, grading, or development activity;
- Material placed on vacant property or originating from another premises;
- Material mixed with household solid waste, bulk waste, soil, rocks, concrete, or prohibited materials; or
- Material that cannot be safely collected using the assigned equipment.

4.5.5 Storm and Disaster Debris

The Contractor shall continue routine Brush and Limb collection following ordinary weather events to the extent conditions permit. The City maintains a separate pre-positioned contractual arrangement for disaster debris removal and may assign all or any portion of debris resulting from a major storm, declared emergency, or disaster to that contractor or to another provider selected by the City. The Contractor shall have no exclusive right to collect storm-related or disaster-related debris and shall not be entitled to compensation for work assigned to another provider.

Any extraordinary Brush and Limb collection requested from the Contractor shall be performed only upon written authorization from the City and shall be compensated only as expressly provided in the Contract or the written authorization.

4.5.6 Refused Collection

When Brush and Limbs are not collected because they were improperly prepared, exceeded applicable limits, or contained excluded materials, the Contractor shall document the reason and provide notice in a form approved by the City.

4.5.7 Brush and Limb Collection Cleanup Requirements – Absorbed Cost

The Contractor shall perform Brush and Limb collection in a reasonably neat and workmanlike manner and shall leave the collection area in a condition that is generally comparable to its condition before the material was placed for collection.

The Contractor shall make reasonable efforts to collect loose Brush and Limb material associated with the pile and to remove material spilled or scattered by the Contractor's equipment or operations. Minor twigs, leaves, bark, wood chips, or other incidental vegetative residue that cannot reasonably be collected through normal mechanical or manual collection methods may remain and shall not constitute a service deficiency.

The Contractor shall not be responsible for removing soil, grass clippings, gravel, litter, leaves, or other material that was present before collection and was not part of the eligible Brush and Limb material. The Contractor shall also not be required to rake, sweep, blow, or hand-pick the collection area unless reasonably necessary to remove material spilled or materially scattered by the Contractor during collection.

The Contractor shall operate its equipment with reasonable care to avoid unnecessary damage to streets, curbs, sidewalks, driveways, lawns, drainage facilities, landscaping, utilities, and other public or private property. Any material damage caused by the Contractor's negligence shall be promptly reported and corrected in accordance with the Contract.

A collection location shall be considered satisfactorily serviced when the substantial portion of the eligible Brush and Limb material has been removed, no significant amount of material has been left in the street or drainage system, and the remaining incidental debris does not create a traffic, pedestrian, drainage, or safety concern.

If the City determines that a collection area was not left in a reasonably acceptable condition, the City may direct the Contractor to return and perform additional cleanup. Such corrective cleanup shall be completed within a reasonable time, taking into account the nature and severity of the condition, and without additional charge to the City.

4.6 White Goods Collection – Absorbed Cost

4.6.1 General Requirements

The Contractor shall absorb all costs to provide White Goods Collection in any residential monthly cost proposed. No separate charge shall be assessed to the City or any residential customer for White Goods Collection performed in accordance with this Section.

The Contractor shall provide collection, transportation, and lawful disposal, recycling, or processing of White Goods generated at eligible residential premises.

White Goods collection shall be provided once weekly for every eligible residential customer. Commercial customers are not eligible for this service.

The Contractor shall comply with all laws, regulations, disposal-facility requirements, and industry requirements applicable to appliances containing refrigerants, oils, mercury switches, electronic components, or other regulated materials.

4.6.2 Scheduling and Placement

Contractor is required to coordinate all pickup requests directly with the customer via telephone or via required mobile application/website.

Customers shall place approved items at the designated collection point no earlier than the time established by the Contractor.

The Contractor shall collect scheduled items within the response period established in the Contract.

4.6.3 Preparation Requirements

Customers shall prepare White Goods in accordance with City-approved instructions as proposed by Contractor. The Contractor may require doors to be removed or secured, contents to be emptied, or loose parts to be secured.

4.6.4 Refrigerant and Regulated Components

The Contractor shall collect and remove White Goods from Residential Units in accordance with the collection procedures established under this Contract. The Residential Unit shall be responsible for contacting the Contractor and arranging for collection.

Refrigerators, freezers, air-conditioning units, and other White Goods containing refrigerants shall not be collected unless the refrigerant has been properly recovered and removed by a certified technician and a tag evidencing such removal has been securely placed on the item.

The Contractor shall ensure that all White Goods and any regulated components are transported, processed, recycled, or disposed of by properly qualified personnel in accordance with applicable law. The Contractor shall not release refrigerants or other regulated substances into the environment. Documentation of lawful processing or disposal shall be provided to the City upon request.

4.6.5 Service Limitations

The Contractor shall not be required to collect:

- Commercial or industrial appliances;
- Appliances containing food, waste, liquids, or other contents;
- Items still connected to utilities;
- Items containing hazardous or prohibited materials not customarily associated with the appliance;
- Equipment exceeding applicable size or weight limits;
- Appliances generated by a business, contractor, property manager, or commercial operation, unless expressly authorized by the City; or
- Items that cannot be safely collected using the assigned equipment.

4.6.6 Refused Collection

When a White Good is not collected because it was not scheduled, was improperly prepared, or was otherwise ineligible, the Contractor shall document the reason and provide notice in a form approved by the City.

The Contractor shall promptly notify the resident and the City of any item presenting an apparent environmental or public-safety hazard.

4.6.7 Property Protection and Cleanup

The Contractor shall exercise reasonable care to prevent damage to streets, sidewalks, driveways, lawns, utilities, and other property while collecting White Goods. Any fluids, debris, or materials released as a result of the Contractor's handling shall be promptly contained and removed by the Contractor.

4.7 Bulk Waste Collection – Absorbed Cost

4.7.1 General Requirements

The Contractor shall absorb all costs to provide Bulk Waste Collection in any residential monthly cost proposed. No separate charge shall be assessed to the City or any residential customer for Bulk Waste Collection performed in accordance with this Section.

The Contractor shall provide collection, transportation, and lawful disposal or processing of Bulk Waste generated at eligible residential premises. Bulk Waste collection shall be provided once weekly for every eligible residential customer. Commercial customers are not eligible for this service.

For an Automated Side-Load service alternative, the applicable price shall include the Bulk Waste collection service required by the Contract, even when Bulk Waste is collected on a different day from cart collection.

4.7.2 Collection Frequency and Schedule

Bulk Waste shall be collected once weekly. Contractor is required to coordinate all pickup requests directly with the customer via telephone or via required mobile application/website.

The Contractor shall coordinate Bulk Waste routes with residential collection operations to provide consistent service and minimize extended curbside placement.

4.7.3 Preparation and Placement

Customers shall place Bulk Waste at the designated collection point in accordance with City-approved instructions.

Items shall be placed in a manner that does not obstruct streets, sidewalks, driveways, drainage facilities, fire hydrants, mailboxes, utilities, or safe access by collection equipment.

The City may establish limits on the number of items, dimensions, weight, volume, frequency, and length of time materials may be placed at the collection point.

4.7.4 Acceptable Service Conditions

The Contractor shall collect properly prepared Bulk Waste that can be safely handled using the equipment assigned to the service.

Materials shall be collected, transported, recycled, processed, or disposed of in a manner that prevents litter and unlawful disposal.

4.7.5 Excluded Materials

Unless expressly authorized by the City, Bulk Waste collection shall not include:

- Hazardous, toxic, flammable, explosive, corrosive, radioactive, biological, or regulated waste;
- Construction and demolition debris generated by a contractor or commercial activity;
- Roofing materials, concrete, bricks, soil, rocks, asphalt, or similar dense materials;
- Automotive bodies, engines, transmissions, tires, batteries, or major vehicle parts;
- Liquid waste, paint, chemicals, pesticides, fuels, oils, or solvents;
- Medical or infectious waste;
- Commercial, industrial, or manufacturing waste;

- Materials generated through eviction, foreclosure, estate cleanout, major remodeling, or whole-house cleanout when the volume exceeds ordinary residential service limits;
- Materials originating from another premises;
- Items exceeding applicable size, weight, or volume limits; or
- Materials that cannot be safely or lawfully collected, transported, processed, or disposed of using the assigned equipment.

White Goods shall be handled in accordance with Section 4.6.

4.7.6 Contractor-Generated and Commercially Generated Waste

The Contractor shall not be required to collect Bulk Waste generated by builders, remodelers, landlords, property-maintenance companies, commercial haulers, or other paid service providers.

4.7.7 Refused Collection

When Bulk Waste is not collected because it was improperly prepared, exceeded applicable limits, or contained excluded materials, the Contractor shall document the reason and provide notice in a form approved by the City.

The notice shall identify the corrective action necessary for collection when correction is reasonably possible.

4.7.8 Storm and Disaster Conditions

Routine Bulk Waste collection shall continue following ordinary weather events to the extent safely and lawfully possible. Debris generated by a major storm, declared emergency, or disaster may be assigned by the City to its separately contracted disaster debris removal contractor or to another provider. The Contractor shall have no exclusive right to such work and shall not be entitled to additional compensation unless the City provides written authorization for specific extraordinary services.

4.7.9 Spillage and Cleanup – Absorbed Cost

The Contractor shall remove all Bulk Waste and debris spilled, dropped, or scattered by its personnel or equipment during collection.

The collection point shall be left in a reasonably clean and orderly condition.

SECTION 5 - PROPOSAL FORM

CITY OF RIDGELAND, MISSISSIPPI SOLID WASTE COLLECTION AND DISPOSAL SERVICES

PROPOSER INFORMATION

Proposer Name: _____

Legal Business Name, if different: _____

Business Address: _____

City, State, ZIP: _____

Telephone: _____

Email: _____

Primary Contact Person: _____

Title: _____

PROPOSAL

The undersigned Proposer hereby submits this Proposal to provide the Solid Waste Collection and Disposal Services described in the Contract Documents.

The Proposer acknowledges that it has reviewed the Contract Documents and proposes to furnish all labor, supervision, personnel, vehicles, equipment, carts, materials, supplies, transportation, disposal services, insurance, permits, and all other items necessary to perform the Services for the prices stated in the applicable **Proposal Pricing Forms** submitted with this Proposal.

The Proposer may submit pricing for any or all service alternatives, options, or supplemental services for which Proposal Pricing Forms are provided. The City shall not be obligated to award every service, alternative, or option for which the Proposer submits pricing.

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges receipt of the following Addenda, if any:

Addendum No. Date

_____	_____
_____	_____
_____	_____
_____	_____

PROPOSAL VALIDITY

The Proposer agrees that this Proposal shall remain valid and may not be withdrawn for the period required by the Instructions to Proposers.

PROPOSER CERTIFICATION

By signing below, the Proposer certifies that:

1. the information contained in this Proposal is true and complete to the best of its knowledge;
2. the person signing this Proposal is authorized to bind the Proposer;
3. the Proposer has reviewed and accepts the requirements of the Contract Documents, except for any exceptions expressly identified in the Proposal as permitted by the Contract Documents;
4. the prices stated in the Proposal Pricing Forms include all costs necessary to perform the Services except where the Contract Documents expressly provide otherwise; and
5. submission of this Proposal constitutes an offer to enter into a Contract with the City upon award and execution of the Contract Documents.

PROPOSER: _____

By: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

CORPORATE CERTIFICATE

(To be executed if Proposer is a Corporation)

STATE OF _____

COUNTY OF _____

I, _____ certify that I am the Secretary of _____ the corporation named as Proposer in the foregoing Proposal; that _____ who signed said Proposal on behalf of the corporation, was then the _____ of said corporation; that said Proposal was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Name: _____

Title: _____

Signature: _____

Date: _____

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To be executed if Proposer is a Partnership)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____,
who, being first duly sworn, stated that he/she is a general partner and authorized representative of:

Partnership Name: _____

and that he/she is duly authorized to execute the foregoing Proposal and related documents for and on behalf of said partnership.

The undersigned further stated that the partnership consists of the following general partners:

Signature of General Partner: _____

Printed Name: _____

(SEAL)

Sworn before me this _____ day of _____, 20__.

_____, Notary Public

My commission expires _____

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if Proposer is a Limited Liability Company)

STATE OF _____

COUNTY OF _____

I, the undersigned _____, hereby certify that I am the Manager of
_____ (the "Company") or if the Company does not have a Manager, a
Member of the Company with full power and authority to bind the Company; that
_____ who executed the Proposal on behalf of the Company is
_____ of the Company with full power and authority to execute same on behalf of
the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and
authority of the Company.

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

(SEAL)

Sworn before me this _____ day of _____, 20__.

_____, Notary Public

My commission expires _____

NONRESIDENT PROPOSER CERTIFICATE

(To be executed if Proposer is a Nonresident)

I, _____, hereby certify that the CONTRACTOR, _____,
is domiciled in the State of _____ and (check and complete one of the following):

(____) attached is a copy of the State of _____ 's current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph ____, page ____ of said law grants resident CONTRACTORS a _____ percent preference over nonresident CONTRACTORS for similar services.

FAILURE TO ATTACH SAID LAW WILL DISQUALIFY THE BID.

(____) the State of _____ has no current law pertaining to the treatment of nonresident CONTRACTORS.

(____) I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

(SEAL)

Sworn before me this _____ day of _____, 20__.

_____, Notary Public

My commission expires _____

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF _____

COUNTY OF _____

I, _____
(name of person signing affidavit)

individually, and in my capacity as _____
(title)

of _____
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That _____, Proposer of the **CONTRACT WASTE HAULER SERVICES, for the City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

(SEAL)

Sworn before me this _____ day of _____, 20__.

_____, Notary Public

My commission expires _____

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF _____

COUNTY OF _____

I, _____
(name of person signing affidavit)

individually, and in my capacity as _____
(title)

of _____
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That _____, Proposer of the **CONTRACT WASTE HAULER SERVICES, for the City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

(SEAL)

Sworn before me this _____ day of _____, 20__.

_____, Notary Public

My commission expires _____

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

PROPOSAL PRICING FORM - ALTERNATE 1
Manual Rear-Load Solid Waste Collection - Twice Weekly

Proposer Name: _____

Residential Service

Bid Item	Cost
Monthly charge per residential unit for twice-weekly manual rear-load solid waste collection	\$ _____ per unit per month

Light-Commercial Service

Bid Item	Cost
Monthly charge per light-commercial unit for twice-weekly manual rear-load solid waste collection	\$ _____ per unit per month

Municipal-Location Dumpster Service

Municipal Location	Service Requirement	Monthly Cost
Street Department Shop	1 time per week; one 8-cubic-yard dumpster	\$ _____
Wolcott Park	3 times per week; one 8-cubic-yard dumpster	\$ _____
Freedom Ridge Park	3 times per week; two 8-cubic-yard dumpsters	\$ _____
Public Works Shop	1 time per week; one 8-cubic-yard dumpster	\$ _____
Ridgeland Library/Police Station	1 time per week; one 8-cubic-yard dumpster	\$ _____

PROPOSER CERTIFICATION

The undersigned certifies that the prices stated in the Proposal include all costs necessary to perform the Services and satisfy the requirements of the Contract Documents, including all Absorbed Costs, whether or not specifically identified as such, except where the Contract Documents expressly provide for separate or additional compensation. The Proposer acknowledges that any required service, obligation, or cost for which the Proposal Forms do not provide a separate pricing item shall be deemed included in the applicable proposed prices and shall not be separately compensable.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

PROPOSAL PRICING FORM - ALTERNATE 2

Automated Side-Load Solid Waste Collection - Twice Weekly - 65 gallon cart(s)

Proposer Name: _____

Residential Service

Bid Item	Cost
Monthly charge per residential unit for twice-weekly automated side-load solid waste collection	\$_____ per unit per month
Monthly charge per additional residential cart, max 3 total carts	\$_____ per cart per month
One-time delivery charge per additional residential cart (after the first year of the contract)	\$_____ per cart
Residential cart size exchange fee (after the first year of the contract)	\$_____ per cart
Residential cart replacement fee (damage, loss, theft, or other cause not attributable to Contractor)	\$_____ per cart

Light-Commercial Service

Bid Item	Cost
Monthly charge per light-commercial unit for twice-weekly automated side-load solid waste collection	\$_____ per unit per month
Monthly charge per additional light-commercial cart, max 4 total carts	\$_____ per cart per month
One-time delivery charge per additional light-commercial cart (after the first year of the contract)	\$_____ per cart
Light-commercial cart size exchange fee (after the first year of the contract)	\$_____ per cart
Light-commercial cart replacement fee (damage, loss, theft, or other cause not attributable to Contractor)	\$_____ per cart

Municipal-Location Dumpster Service

Municipal Location	Service Requirement	Monthly Cost
Street Department Shop	1 time per week; one 8-cubic-yard dumpster	\$_____
Wolcott Park	3 times per week; one 8-cubic-yard dumpster	\$_____
Freedom Ridge Park	3 times per week; two 8-cubic-yard dumpsters	\$_____
Public Works Shop	1 time per week; one 8-cubic-yard dumpster	\$_____
Ridgeland Library/Police Station	1 time per week; one 8-cubic-yard dumpster	\$_____

PROPOSER CERTIFICATION

The undersigned certifies that the prices stated in the Proposal include all costs necessary to perform the Services and satisfy the requirements of the Contract Documents, including all Absorbed Costs, whether or not specifically identified as such, except where the Contract Documents expressly provide for separate or additional compensation. The Proposer acknowledges that any required service, obligation, or cost for which the Proposal Forms do not provide a separate pricing item shall be deemed included in the applicable proposed prices and shall not be separately compensable.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

PROPOSAL PRICING FORM - ALTERNATE 3

Automated Side-Load Solid Waste Collection - Once Weekly - 96 gallon cart(s)

Proposer Name: _____

Residential Service

Bid Item	Cost
Monthly charge per residential unit for once-weekly automated side-load solid waste collection	\$ _____ per unit per month
Monthly charge per additional residential cart, max 2 total carts	\$ _____ per cart per month
One-time delivery charge per additional residential cart (after the first year of the contract)	\$ _____ per cart
Residential cart size exchange fee (after the first year of the contract)	\$ _____ per cart
Residential cart replacement fee (damage, loss, theft, or other cause not attributable to Contractor)	\$ _____ per cart

Light-Commercial Service

Bid Item	Cost
Monthly charge per light-commercial unit for twice-weekly automated side-load solid waste collection	\$ _____ per unit per month
Monthly charge per additional light-commercial cart, max 4 total carts	\$ _____ per cart per month
One-time delivery charge per additional light-commercial cart (after the first year of the contract)	\$ _____ per cart
Light-commercial cart size exchange fee (after the first year of the contract)	\$ _____ per cart
Light-commercial cart replacement fee (damage, loss, theft, or other cause not attributable to Contractor)	\$ _____ per cart

Municipal-Location Dumpster Service

Municipal Location	Service Requirement	Monthly Cost
Street Department Shop	1 time per week; one 8-cubic-yard dumpster	\$ _____
Wolcott Park	3 times per week; one 8-cubic-yard dumpster	\$ _____
Freedom Ridge Park	3 times per week; two 8-cubic-yard dumpsters	\$ _____
Public Works Shop	1 time per week; one 8-cubic-yard dumpster	\$ _____
Ridgeland Library/Police Station	1 time per week; one 8-cubic-yard dumpster	\$ _____

PROPOSER CERTIFICATION

The undersigned certifies that the prices stated in the Proposal include all costs necessary to perform the Services and satisfy the requirements of the Contract Documents, including all Absorbed Costs, whether or not specifically identified as such, except where the Contract Documents expressly provide for separate or additional compensation. The Proposer acknowledges that any required service, obligation, or cost for which the Proposal Forms do not provide a separate pricing item shall be deemed included in the applicable proposed prices and shall not be separately compensable.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

PROPOSAL PRICING FORM – ALTERNATE 4

Brush and Limb Collection Service

Proposer Name: _____

The Proposer proposes to provide brush and limb collection service in accordance with the Contract Documents.

ALTERNATE 4a - ONCE-MONTHLY COLLECTION SERVICE

Bid Item	Cost
Total annual cost to provide once-monthly Brush and Limb Collection Service	\$_____ per year
Collection and disposal cost for each cubic yard of eligible Brush and Limb material collected in excess of the maximum 7,000 annual cubic yardage for the once-monthly service alternative	\$_____ per cubic yard

ALTERNATE 4b - TWICE-MONTHLY COLLECTION SERVICE

Bid Item	Cost
Total annual cost to provide twice-monthly Brush and Limb Collection Service	\$_____ per year
Collection and disposal cost for each cubic yard of eligible Brush and Limb material collected in excess of the maximum 7,000 annual cubic yardage for the twice-monthly service alternative	\$_____ per cubic yard

PROPOSER CERTIFICATION

The undersigned certifies that the prices stated in the Proposal include all costs necessary to perform the Services and satisfy the requirements of the Contract Documents, including all Absorbed Costs, whether or not specifically identified as such, except where the Contract Documents expressly provide for separate or additional compensation. The Proposer acknowledges that any required service, obligation, or cost for which the Proposal Forms do not provide a separate pricing item shall be deemed included in the applicable proposed prices and shall not be separately compensable.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

APPROVED DISPOSAL SITE FORM

(Complete a separate form for each Disposal Site to be used)

Proposer Name: _____

The Proposer shall identify each disposal or transfer facility proposed for use in performing the Services.
Complete a separate form for each facility.

1. FACILITY INFORMATION

Facility Name:

Facility Type:

- ☐ Municipal Solid Waste Landfill
- ☐ Transfer Station
- ☐ Construction / Demolition Disposal Facility
- ☐ Composting / Processing Facility
- ☐ Other: _____

Facility Address:

City / State / ZIP:

Facility Owner:

Facility Operator, if different:

2. REGULATORY APPROVAL

Permitting / Regulatory Agency:

Permit Number:

Permit Expiration Date, if applicable:

Is the facility currently authorized to accept the waste proposed to be delivered under this Contract?

- ☐ Yes
- ☐ No

3. WASTE TYPES

Check all waste types proposed to be delivered to this facility:

- ☐ Residential Municipal Solid Waste
- ☐ Light Commercial Municipal Solid Waste
- ☐ Bulky Waste
- ☐ Yard Waste
- ☐ Brush and Limbs
- ☐ White Goods
- ☐ Other: _____

4. DISPOSAL AND TRANSPORTATION

Approximate one-way distance from the City to the facility:
_____ miles

Will collection vehicles deliver directly to this facility?

- ☐ Yes
- ☐ No

If no, identify the transfer facility or intermediate location to be used:

5. FACILITY AVAILABILITY

Normal Days and Hours of Operation:

Is the facility expected to have sufficient capacity and availability to receive the City's waste throughout the proposed Contract term?

- ☐ Yes
- ☐ No

6. BACKUP DISPOSAL SITE

Is this facility proposed as:

- ☐ Primary Disposal Site
- ☐ Backup Disposal Site
- ☐ Both

If this is the primary disposal site, identify the proposed backup disposal facility:

7. CERTIFICATION

The Proposer certifies that the facility identified above is legally authorized to receive the waste proposed to be delivered under the Contract and that, to the best of the Proposer's knowledge, the facility will be available for use during the proposed Contract term.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

VEHICLE AND EQUIPMENT SCHEDULE (COLLECTION VEHICLES)

(Complete a separate form for each Collection Vehicle type to be used)

Proposer Name: _____

The Proposer shall provide the following information for each type of collection vehicle proposed for use in providing the Services. Complete a separate form for each vehicle type or configuration.

1. SERVICE(S) FOR WHICH VEHICLE WILL BE USED

Check all that apply:

- ☐ Residential Cart Collection
- ☐ Light Commercial Collection
- ☐ Bulky Waste Collection
- ☐ Brush and Limb Collection
- ☐ Yard Waste Collection
- ☐ Other: _____

2. VEHICLE INFORMATION

Item	Information
Vehicle Type	_____
Chassis Manufacturer / Make	_____
Chassis Model	_____
Collection Body Manufacturer	_____
Collection Body Model	_____
Model Year	_____
Collection Capacity	_____
Number of Primary Vehicles Proposed	_____
Number of Backup Vehicles Proposed	_____
Vehicle Status	☐ Existing ☐ On Order ☐ To Be Acquired

3. FUEL / POWER SOURCE

Check one:

- ☐ Compressed Natural Gas (CNG)
- ☐ Renewable Natural Gas (RNG)
- ☐ Diesel
- ☐ Gasoline
- ☐ Battery Electric
- ☐ Hybrid
- ☐ Propane / LPG
- ☐ Other: _____

Engine / Powertrain Manufacturer:

Engine / Powertrain Model:

4. SAFETY FEATURES

Check all that apply:

- ☐ Backup Camera
- ☐ 360-Degree Camera System
- ☐ Backup Alarm
- ☐ Blind-Spot Detection
- ☐ Proximity / Collision Detection
- ☐ Automatic Emergency Braking
- ☐ Pedestrian / Cyclist Detection
- ☐ Side Guards
- ☐ Fire Detection / Suppression System
- ☐ Other: _____

5. COLLECTION AND SERVICE TECHNOLOGY

Check all that apply:

- ☐ GPS / Real-Time Vehicle Tracking
- ☐ Route Management / Navigation
- ☐ Electronic Service Verification
- ☐ Time-Stamped Service Records
- ☐ Geotagged Service Records
- ☐ Still-Image Documentation
- ☐ Video Documentation
- ☐ Onboard Diagnostics / Telematics
- ☐ Fuel / Idle Monitoring
- ☐ Other: _____

Technology Platform / Provider, if applicable:

6. VEHICLE AGE

Anticipated age of vehicle(s) at Contract commencement:
_____ years

7. ADDITIONAL INFORMATION

Identify any other collection vehicle feature that materially improves safety, reliability, efficiency, or service verification:

Signature: _____

Authorized Representative: _____

Title: _____

Date: _____

PROPOSER SCHEDULING FORM – REAR LOAD

Proposer Name: _____

The Proposer shall provide a complete proposed schedule for implementation of the Services and for routine collection after commencement of the Contract. The schedule shall demonstrate the Proposer's ability to fully mobilize and begin all required Services on the Contract Start Date.

1. IMPLEMENTATION AND MOBILIZATION SCHEDULE

For each applicable activity, identify the number of calendar days before the Contract Start Date by which the activity will be completed. The Proposer may add additional implementation activities as necessary to describe its proposed transition and mobilization plan.

Implementation Activity	Completion Deadline — Calendar Days Before Contract Start Date	Notes / Explanation
Contract execution and initial coordination	_____ days	
Designation of project manager and key personnel	_____ days	
Establishment of local operational facilities, if applicable	_____ days	
Acquisition or assignment of collection vehicles	_____ days	
Delivery and readiness of collection vehicles	_____ days	
Acquisition or assignment of other required equipment	_____ days	
Recruitment and assignment of drivers and collection personnel	_____ days	
Employee training and route familiarization	_____ days	
Finalization of collection routes	_____ days	
Customer service telephone system operational	_____ days	
Customer service email/contact system operational	_____ days	
Mobile-friendly website and/or mobile application operational	_____ days	
Public information and customer notification materials submitted to City	_____ days	
Customer notification of collection days	_____ days	

2. PROPOSED ROUTINE COLLECTION SCHEDULE

The Proposer shall identify its proposed collection schedule following implementation. The proposed schedule shall address the entire City and shall clearly indicate whether each service will be provided citywide on the same day or days or whether the City will be divided into separate collection areas or routes with different collection days.

A. Citywide Collection Approach

Check the proposed approach:

- ☐ **Citywide Same-Day Collection:** All applicable customers throughout the City will receive the applicable collection service on the same day or days.
- ☐ **Geographic Collection Areas:** The City will be divided into geographic collection areas, routes, zones, or districts that will receive collection on different days.
- ☐ **Combination:** Certain services will be provided citywide on the same day, while other services will be provided by geographic collection area.

B. Proposed Weekly Collection Days

Identify all days on which the following services are proposed to occur.

Service	Mon day	Tues day	Wednes day	Thurs day	Fri da y	Frequency / Notes
Residenti al Solid Waste	☐	☐	☐	☐	☐	_____
Light Commerci al Solid Waste	☐	☐	☐	☐	☐	_____
Bulky Waste	☐	☐	☐	☐	☐	_____
Yard Waste	☐	☐	☐	☐	☐	_____
Brush and Limb Collection, if applicable	☐	☐	☐	☐	☐	_____
Other:	☐	☐	☐	☐	☐	_____

3. COLLECTION AREAS / ROUTES

Complete this section if collection days will vary by geographic area.

The Proposer shall identify each proposed collection area and its regular collection day or days. Areas shall be described sufficiently for the City to understand the proposed geographic division of service.

Area / Route	Geographic Description	Solid Waste Collection Day(s)	Bulky / Yard Waste Day(s), if Different	Other Service Day(s)
Area 1	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 2	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 3	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 4	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 5	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 6	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Additional	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

If the Proposer proposes geographic collection areas, the Proposer shall attach a **map or other clear graphic depiction** showing the boundaries of each proposed collection area and identifying the corresponding collection day or days.

4. SERVICE-DAY COORDINATION

Answer the following:

Will solid waste and **bulky waste** be collected from a customer on the same day?

- ☐ Yes
☐ No
☐ Varies by area or service

Explanation: _____

Will solid waste and **yard waste** be collected from a customer on the same day?

- ☐ Yes
☐ No
☐ Varies by area or service

Explanation: _____

Will collection routes generally remain the same throughout the Contract Term?

- ☐ Yes
☐ No

If no, explain the anticipated circumstances under which routes or collection days may change:

(attach narrative if more space is needed)

5. COLLECTION HOURS

Proposed normal collection start time: _____

Proposed normal completion time: _____

Describe any anticipated variation in collection hours by service, route, season, or day:

(attach narrative if more space is needed)

6. HOLIDAY AND MAKE-UP SCHEDULE

Describe the Proposer's proposed method for adjusting collection schedules when a recognized holiday affects a regular collection day, including how affected customers will be notified.

(attach narrative if more space is needed)

7. SCHEDULE COMMUNICATION

Describe how customers will be informed of their initial collection day or days and how subsequent schedule changes will be communicated.

(attach narrative if more space is needed)

8. PROPOSER CERTIFICATION

The undersigned certifies that the schedules stated or attached to this form represent the Proposer's proposed implementation and collection plan and that the Proposer has considered the personnel, vehicles, equipment, facilities, cart distribution, customer communication, disposal arrangements, and other resources necessary to perform the Services according to the proposed schedule.

Authorized Representative: _____

Title: _____

Signature: _____ Date: _____

PROPOSER SCHEDULING FORM – ASL TWICE WEEKLY

Proposer Name: _____

The Proposer shall provide a complete proposed schedule for implementation of the Services and for routine collection after commencement of the Contract. The schedule shall demonstrate the Proposer's ability to fully mobilize and begin all required Services on the Contract Start Date.

1. IMPLEMENTATION AND MOBILIZATION SCHEDULE

For each applicable activity, identify the number of calendar days before the Contract Start Date by which the activity will be completed. The Proposer may add additional implementation activities as necessary to describe its proposed transition and mobilization plan.

Implementation Activity	Completion Deadline — Calendar Days Before Contract Start Date	Notes / Explanation
Contract execution and initial coordination	_____ days	
Designation of project manager and key personnel	_____ days	
Establishment of local operational facilities, if applicable	_____ days	
Acquisition or assignment of collection vehicles	_____ days	
Delivery and readiness of collection vehicles	_____ days	
Acquisition or assignment of other required equipment	_____ days	
Recruitment and assignment of drivers and collection personnel	_____ days	
Employee training and route familiarization	_____ days	
Finalization of collection routes	_____ days	
Cart procurement, if applicable	_____ days	
Cart assembly, labeling, or preparation	_____ days	
Commencement of cart distribution	_____ days	
Completion of initial cart distribution	_____ days	
Customer service telephone system operational	_____ days	
Customer service email/contact system operational	_____ days	
Mobile-friendly website and/or mobile application operational	_____ days	
Public information and customer notification materials submitted to City	_____ days	

2. PROPOSED ROUTINE COLLECTION SCHEDULE

The Proposer shall identify its proposed collection schedule following implementation. The proposed schedule shall address the entire City and shall clearly indicate whether each service will be provided citywide on the same day or days or whether the City will be divided into separate collection areas or routes with different collection days.

A. Citywide Collection Approach

Check the proposed approach:

- ☐ **Citywide Same-Day Collection:** All applicable customers throughout the City will receive the applicable collection service on the same day or days.
- ☐ **Geographic Collection Areas:** The City will be divided into geographic collection areas, routes, zones, or districts that will receive collection on different days.
- ☐ **Combination:** Certain services will be provided citywide on the same day, while other services will be provided by geographic collection area.

B. Proposed Weekly Collection Days

Identify all days on which the following services are proposed to occur.

Service	Mon day	Tues day	Wednes day	Thurs day	Fri da y	Frequency / Notes
Residenti al Solid Waste	☐	☐	☐	☐	☐	_____
Light Commerci al Solid Waste	☐	☐	☐	☐	☐	_____
Bulk Waste	☐	☐	☐	☐	☐	_____
Yard Waste	☐	☐	☐	☐	☐	_____
Brush and Limb Collection, if applicable	☐	☐	☐	☐	☐	_____
Other: _____ _____ _____	☐	☐	☐	☐	☐	_____

3. COLLECTION AREAS / ROUTES

Complete this section if collection days will vary by geographic area.

The Proposer shall identify each proposed collection area and its regular collection day or days. Areas shall be described sufficiently for the City to understand the proposed geographic division of service.

Area / Route	Geographic Description	Solid Waste Collection Day(s)	Bulky / Yard Waste Day(s), if Different	Other Service Day(s)
Area 1	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 2	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 3	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 4	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 5	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 6	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Additional	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

If the Proposer proposes geographic collection areas, the Proposer shall attach a **map or other clear graphic depiction** showing the boundaries of each proposed collection area and identifying the corresponding collection day or days.

4. SERVICE-DAY COORDINATION

Answer the following:

Will solid waste and **bulky waste** be collected from a customer on the same day?

- ☐ Yes
☐ No
☐ Varies by area or service

Explanation: _____

Will solid waste and **yard waste** be collected from a customer on the same day?

- ☐ Yes
☐ No
☐ Varies by area or service

Explanation: _____

Will collection routes generally remain the same throughout the Contract Term?

- ☐ Yes
☐ No

If no, explain the anticipated circumstances under which routes or collection days may change:

(attach narrative if more space is needed)

5. COLLECTION HOURS

Proposed normal collection start time: _____

Proposed normal completion time: _____

Describe any anticipated variation in collection hours by service, route, season, or day:

(attach narrative if more space is needed)

6. HOLIDAY AND MAKE-UP SCHEDULE

Describe the Proposer's proposed method for adjusting collection schedules when a recognized holiday affects a regular collection day, including how affected customers will be notified.

(attach narrative if more space is needed)

7. SCHEDULE COMMUNICATION

Describe how customers will be informed of their initial collection day or days and how subsequent schedule changes will be communicated.

(attach narrative if more space is needed)

8. PROPOSER CERTIFICATION

The undersigned certifies that the schedules stated or attached to this form represent the Proposer's proposed implementation and collection plan and that the Proposer has considered the personnel, vehicles, equipment, facilities, cart distribution, customer communication, disposal arrangements, and other resources necessary to perform the Services according to the proposed schedule.

Authorized Representative: _____

Title: _____

Signature: _____ **Date:** _____

PROPOSER SCHEDULING FORM – ASL ONCE WEEKLY

Proposer Name: _____

The Proposer shall provide a complete proposed schedule for implementation of the Services and for routine collection after commencement of the Contract. The schedule shall demonstrate the Proposer's ability to fully mobilize and begin all required Services on the Contract Start Date.

1. IMPLEMENTATION AND MOBILIZATION SCHEDULE

For each applicable activity, identify the number of calendar days before the Contract Start Date by which the activity will be completed. The Proposer may add additional implementation activities as necessary to describe its proposed transition and mobilization plan.

Implementation Activity	Completion Deadline — Calendar Days Before Contract Start Date	Notes / Explanation
Contract execution and initial coordination	_____ days	
Designation of project manager and key personnel	_____ days	
Establishment of local operational facilities, if applicable	_____ days	
Acquisition or assignment of collection vehicles	_____ days	
Delivery and readiness of collection vehicles	_____ days	
Acquisition or assignment of other required equipment	_____ days	
Recruitment and assignment of drivers and collection personnel	_____ days	
Employee training and route familiarization	_____ days	
Finalization of collection routes	_____ days	
Cart procurement, if applicable	_____ days	
Cart assembly, labeling, or preparation	_____ days	
Commencement of cart distribution	_____ days	
Completion of initial cart distribution	_____ days	
Customer service telephone system operational	_____ days	
Customer service email/contact system operational	_____ days	
Mobile-friendly website and/or mobile application operational	_____ days	
Public information and customer notification materials submitted to City	_____ days	

2. PROPOSED ROUTINE COLLECTION SCHEDULE

The Proposer shall identify its proposed collection schedule following implementation. The proposed schedule shall address the entire City and shall clearly indicate whether each service will be provided citywide on the same day or days or whether the City will be divided into separate collection areas or routes with different collection days.

A. Citywide Collection Approach

Check the proposed approach:

- ☐ **Citywide Same-Day Collection:** All applicable customers throughout the City will receive the applicable collection service on the same day or days.
- ☐ **Geographic Collection Areas:** The City will be divided into geographic collection areas, routes, zones, or districts that will receive collection on different days.
- ☐ **Combination:** Certain services will be provided citywide on the same day, while other services will be provided by geographic collection area.

B. Proposed Weekly Collection Days

Identify all days on which the following services are proposed to occur.

Service	Mon day	Tues day	Wednes day	Thurs day	Fri da y	Frequency / Notes
Residenti al Solid Waste	☐	☐	☐	☐	☐	_____
Light Commerci al Solid Waste	☐	☐	☐	☐	☐	_____
Bulky Waste	☐	☐	☐	☐	☐	_____
Yard Waste	☐	☐	☐	☐	☐	_____
Brush and Limb Collection, if applicable	☐	☐	☐	☐	☐	_____
Other:	☐	☐	☐	☐	☐	_____

3. COLLECTION AREAS / ROUTES

Complete this section if collection days will vary by geographic area.

The Proposer shall identify each proposed collection area and its regular collection day or days. Areas shall be described sufficiently for the City to understand the proposed geographic division of service.

Area / Route	Geographic Description	Solid Waste Collection Day(s)	Bulky / Yard Waste Day(s), if Different	Other Service Day(s)
Area 1	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 2	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 3	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 4	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 5	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Area 6	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Additional	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

If the Proposer proposes geographic collection areas, the Proposer shall attach a **map or other clear graphic depiction** showing the boundaries of each proposed collection area and identifying the corresponding collection day or days.

4. SERVICE-DAY COORDINATION

Answer the following:

Will solid waste and **bulky waste** be collected from a customer on the same day?

- ☐ Yes
☐ No
☐ Varies by area or service

Explanation: _____

Will solid waste and **yard waste** be collected from a customer on the same day?

- ☐ Yes
☐ No
☐ Varies by area or service

Explanation: _____

Will collection routes generally remain the same throughout the Contract Term?

- ☐ Yes
☐ No

If no, explain the anticipated circumstances under which routes or collection days may change:

(attach narrative if more space is needed)

5. COLLECTION HOURS

Proposed normal collection start time: _____

Proposed normal completion time: _____

Describe any anticipated variation in collection hours by service, route, season, or day:

(attach narrative if more space is needed)

6. HOLIDAY AND MAKE-UP SCHEDULE

Describe the Proposer's proposed method for adjusting collection schedules when a recognized holiday affects a regular collection day, including how affected customers will be notified.

(attach narrative if more space is needed)

7. SCHEDULE COMMUNICATION

Describe how customers will be informed of their initial collection day or days and how subsequent schedule changes will be communicated.

(attach narrative if more space is needed)

8. PROPOSER CERTIFICATION

The undersigned certifies that the schedules stated or attached to this form represent the Proposer's proposed implementation and collection plan and that the Proposer has considered the personnel, vehicles, equipment, facilities, cart distribution, customer communication, disposal arrangements, and other resources necessary to perform the Services according to the proposed schedule.

Authorized Representative: _____

Title: _____

Signature: _____ **Date:** _____

PROPOSER SCHEDULING FORM – BRUSH AND LIMB SERVICE

Proposer Name: _____

The Proposer shall provide a complete proposed schedule for implementation of the Services and for routine collection after commencement of the Contract. The schedule shall demonstrate the Proposer's ability to fully mobilize and begin all required Services on the Contract Start Date.

1. IMPLEMENTATION AND MOBILIZATION SCHEDULE

For each applicable activity, identify the number of calendar days before the Contract Start Date by which the activity will be completed. The Proposer may add additional implementation activities as necessary to describe its proposed transition and mobilization plan.

Implementation Activity	Completion Deadline — Calendar Days Before Contract Start Date	Notes / Explanation
Contract execution and initial coordination	_____ days	
Designation of project manager and key personnel	_____ days	
Establishment of local operational facilities, if applicable	_____ days	
Acquisition or assignment of collection vehicles	_____ days	
Delivery and readiness of collection vehicles	_____ days	
Acquisition or assignment of other required equipment	_____ days	
Recruitment and assignment of drivers and collection personnel	_____ days	
Employee training and route familiarization	_____ days	
Finalization of collection routes	_____ days	
Customer service telephone system operational	_____ days	
Customer service email/contact system operational	_____ days	
Mobile-friendly website and/or mobile application operational	_____ days	
Public information and customer notification materials submitted to City	_____ days	
Customer notification of collection days	_____ days	
Disposal facility arrangements finalized	_____ days	
Backup vehicles and contingency resources available	_____ days	

2. PROPOSED ROUTINE COLLECTION SCHEDULE

The Proposer shall identify its proposed collection schedule following implementation. The proposed schedule shall address the entire City and shall clearly indicate whether each service will be provided citywide on the same day or days or whether the City will be divided into separate collection areas or routes with different collection days.

A. Citywide Collection Approach

Check the proposed approach:

- ☐ **Citywide Same-Day Collection:** All applicable customers throughout the City will receive the applicable collection service on the same day or days.
- ☐ **Geographic Collection Areas:** The City will be divided into geographic collection areas, routes, zones, or districts that will receive collection on different days.

B. Proposed Weekly Collection Days

Identify all days on which the following services are proposed to occur.

Service	Monday	Tuesday	Wednesday	Thursday	Friday	Frequency / Notes
Brush and Limb Collection, if applicable	☐	☐	☐	☐	☐	_____
Other: _____	☐	☐	☐	☐	☐	_____

3. COLLECTION AREAS / ROUTES

Complete this section if collection days will vary by geographic area.

The Proposer shall identify each proposed collection area and its regular collection day or days. Areas shall be described sufficiently for the City to understand the proposed geographic division of service.

Area / Route	Geographic Description	Brush and Limb Collection Day(s)
Area 1	_____	_____
	_____	_____
Area 2	_____	_____
	_____	_____
Area 3	_____	_____
	_____	_____
Area 4	_____	_____
	_____	_____
Area 5	_____	_____
	_____	_____
Area 6	_____	_____
	_____	_____
Additional	_____	_____
	_____	_____

If the Proposer proposes geographic collection areas, the Proposer shall attach a **map or other clear graphic depiction** showing the boundaries of each proposed collection area and identifying the corresponding collection day or days.

4. SERVICE-DAY COORDINATION

Answer the following:

Will solid waste and **bulky waste** be collected from a customer on the same day?

- ☐ Yes
- ☐ No
- ☐ Varies by area or service

Explanation: _____

Will solid waste and **yard waste** be collected from a customer on the same day?

- ☐ Yes
- ☐ No
- ☐ Varies by area or service

Explanation: _____

Will collection routes generally remain the same throughout the Contract Term?

- ☐ Yes
- ☐ No

If no, explain the anticipated circumstances under which routes or collection days may change:

(attach narrative if more space is needed)

5. COLLECTION HOURS

Proposed normal collection start time: _____

Proposed normal completion time: _____

Describe any anticipated variation in collection hours by service, route, season, or day:

(attach narrative if more space is needed)

6. HOLIDAY AND MAKE-UP SCHEDULE

Describe the Proposer's proposed method for adjusting collection schedules when a recognized holiday affects a regular collection day, including how affected customers will be notified.

(attach narrative if more space is needed)

7. SCHEDULE COMMUNICATION

Describe how customers will be informed of their initial collection day or days and how subsequent schedule changes will be communicated.

(attach narrative if more space is needed)

8. PROPOSER CERTIFICATION

The undersigned certifies that the schedules stated or attached to this form represent the Proposer’s proposed implementation and collection plan and that the Proposer has considered the personnel, vehicles, equipment, facilities, cart distribution, customer communication, disposal arrangements, and other resources necessary to perform the Services according to the proposed schedule.

Authorized Representative: _____

Title: _____

Signature: _____ **Date:** _____

SECTION 6 - SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made and entered into effective as of _____, 20____, by and between the **City of Ridgeland, Mississippi**, a Mississippi municipal corporation ("City"), and _____, a _____ ("Contractor").

The City and Contractor may individually be referred to as a "Party" and collectively as the "Parties."

1. CONTRACT DOCUMENTS

The following documents are incorporated into and made a part of this Agreement and are collectively referred to as the "Contract Documents":

1. this Agreement and any amendments executed after award;
2. all addenda issued by the City before receipt of proposals;
3. the City's Request for Proposals for Solid Waste Services, including the Instructions to Proposers, General Conditions, Specifications, Proposal Forms, maps, schedules, exhibits, attachments, and other documents included with or incorporated into the Request for Proposals;
4. the Contractor's completed Proposal Forms and pricing submitted in response to the Request for Proposals, but only to the extent accepted by the City;
5. the Contractor's other proposal materials, representations, schedules, and commitments relied upon by the City in making the award, but only to the extent they do not conflict with the other Contract Documents;
6. the final Vehicle and Equipment Schedule;
7. the final Schedule of Operations or Implementation Schedule;
8. the Approved Disposal Site Form;
9. the Performance Bond, Payment Bond, and Insurance; and
10. any other document expressly incorporated into the Contract by written agreement of the Parties.

Capitalized terms not separately defined in this Agreement shall have the meanings assigned to them in the Contract Documents.

2. ORDER OF PRECEDENCE

The Contract Documents are intended to be complementary and shall be interpreted together.

In the event of an irreconcilable conflict or inconsistency, the following order of precedence shall apply:

1. amendments executed after the date of this Agreement;
2. this Agreement;
3. addenda issued by the City;
4. the General Conditions and Specifications;
5. the Instructions to Proposers and other requirements of the Request for Proposals;
6. the Proposal Forms and pricing accepted by the City; and
7. other materials submitted by the Contractor.

Nothing contained in the Contractor's proposal shall modify, qualify, condition, limit, or take exception to a requirement of the City's Contract Documents unless the City expressly accepts that modification or exception in this Agreement or in a subsequent written amendment executed by the City.

The City's acceptance of the Contractor's proposal shall not, by itself, constitute acceptance of any proposed exception, qualification, limitation, assumption, exclusion, or alternate contractual term contained in the Contractor's proposal.

3. SERVICES

The Contractor shall furnish all labor, supervision, personnel, vehicles, equipment, carts, facilities, materials, supplies, transportation, disposal services, customer service, technology, permits, licenses, and all other items necessary to fully perform the Services awarded by the City in accordance with the Contract Documents.

Only those Services, alternatives, options, or supplemental services expressly identified by the City as awarded are included in the Contract.

The Services awarded under this Agreement are identified in **Exhibit A – Awarded Services and Contract Pricing**, attached hereto and incorporated herein.

The Contractor shall perform all Services in a complete, timely, safe, lawful, professional, and workmanlike manner and in accordance with the service levels, schedules, performance requirements, and other requirements established by the Contract Documents.

4. CONTRACT PRICE AND PAYMENT

In consideration for complete performance of the Services, the City shall pay the Contractor according to the rates, unit prices, monthly service fees, annual amounts, and other compensation expressly identified in Exhibit A and the accepted Proposal Pricing Forms.

The Contract Price shall be adjusted only as expressly authorized by the Contract Documents, including any applicable annual price adjustment provisions.

Unless a component of the Services is expressly identified in the applicable Proposal Pricing Form or Contract Documents as a separately payable item, all costs necessary to perform that component of the Services shall be included in the applicable Contract Price and shall constitute an **Absorbed Cost** for which no separate or additional payment shall be due.

Payment shall be based upon the applicable service quantities, account counts, unit counts, or other payment methodology established by the Contract Documents. The City shall provide or verify applicable customer and cart counts as provided in the Contract Documents.

Invoices, payment procedures, disputed charges, deductions, and any amounts assessed for failure to meet contractual service requirements shall be governed by the Contract Documents.

No payment by the City shall constitute acceptance of defective or incomplete Services or waive any right or remedy available to the City under the Contract Documents.

5. CONTRACT TERM

The initial Contract Term shall commence on _____ and shall continue through _____, unless earlier terminated in accordance with the Contract Documents.

Any renewal or extension of the Contract shall be governed exclusively by the renewal and extension provisions contained in the Contract Documents.

The Contractor acknowledges that continued performance during any renewal or extension period is subject to all applicable terms of the Contract Documents, including any authorized adjustment to the Contract Price.

6. CONTRACTOR RESPONSIBILITY

The Contractor is an independent contractor and shall have complete responsibility for the means, methods, personnel, supervision, vehicles, equipment, facilities, and resources necessary to perform the Services, except for obligations expressly assigned to the City by the Contract Documents.

The Contractor shall obtain and maintain all licenses, registrations, certifications, approvals, and permits required for performance of the Services and shall comply with all applicable federal, state, and local laws, regulations, ordinances, orders, and lawful requirements.

The Contractor shall be responsible for its employees, agents, subcontractors, suppliers, and other persons or entities performing any portion of the Services on its behalf.

7. INDEMNIFICATION AND HOLD HARMLESS

The indemnification, defense, and hold harmless obligations of the Contractor set forth in Section 3.19 of the General Conditions are expressly incorporated into this Agreement and shall constitute continuing obligations of the Contractor throughout the Contract Term and thereafter to the extent applicable to claims, damages, losses, liabilities, or causes of action arising from the Contractor's performance of the Services.

For purposes of enforcement of those obligations, the provisions of Section 3.19 shall be considered provisions of this Agreement as fully as if set forth herein verbatim.

Nothing in this Section or elsewhere in the Contract Documents shall be construed as requiring the City to indemnify the Contractor or as a waiver by the City of any immunity, limitation of liability, defense, or other protection available to the City under Mississippi law.

8. PERFORMANCE BOND, PAYMENT BOND, AND INSURANCE

Before commencement of Services and throughout the period required by the Contract Documents, the Contractor shall provide and maintain the Performance Bond, Payment Bond, insurance coverage, endorsements, certificates, and other security required by the Contract Documents.

Failure to maintain any required bond or insurance shall constitute a breach of the Contract and shall entitle the City to exercise the remedies provided by the Contract Documents.

9. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign, transfer, delegate, or otherwise dispose of this Agreement, any substantial portion of its obligations under this Agreement, or any right to payment under this Agreement except as permitted by the Contract Documents or with the prior written approval of the City.

The use of an approved subcontractor shall not relieve the Contractor of any obligation or responsibility under the Contract. The Contractor shall remain fully responsible to the City for all Services performed by its subcontractors.

10. CHANGES TO THE SERVICES

Changes, additions, deletions, modifications, adjustments, and changes in quantities or service requirements shall be governed by the applicable provisions of the Contract Documents.

No oral statement, direction, course of dealing, or action by an employee or representative of the City shall modify the Contract Price or otherwise amend the Contract unless the modification is authorized in accordance with the Contract Documents.

11. DEFAULT, REMEDIES, SUSPENSION, AND TERMINATION

The rights and obligations of the Parties concerning deficient performance, service failures, corrective action, contractual deductions, damages, default, suspension, termination, and other remedies shall be governed by the Contract Documents.

The rights and remedies provided to the City by the Contract Documents are cumulative except where the Contract Documents expressly provide otherwise.

12. REPRESENTATIONS OF CONTRACTOR

By execution of this Agreement, the Contractor represents and warrants that:

- a. it has reviewed and understands the Contract Documents;
- b. it has had the opportunity to investigate the conditions affecting performance of the Services;
- c. it has the personnel, equipment, vehicles, facilities, financial capacity, technical capability, experience, and resources necessary to perform the Services;
- d. the individual executing this Agreement on behalf of the Contractor is authorized to bind the Contractor;
- e. the Contractor's pricing includes all costs required for complete performance except for amounts expressly identified by the Contract Documents as separately payable; and
- f. the Contractor will perform the Services in accordance with the Contract Documents for the compensation established therein.

13. NO WAIVER

The failure of either Party to enforce any provision of the Contract Documents on one or more occasions shall not constitute a waiver of that provision or of the right to enforce that provision on a later occasion.

A waiver shall be effective only if made in writing by a person authorized to bind the Party granting the waiver.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Nothing in the Contract Documents shall be construed as a waiver by the City of any defense, immunity, limitation of liability, or other protection available to the City under applicable law.

15. ENTIRE AGREEMENT; AMENDMENTS

The Contract Documents constitute the entire agreement between the City and Contractor concerning the Services and supersede prior negotiations, discussions, representations, and understandings concerning the subject matter of the Contract.

The Contract may be amended only in accordance with the Contract Documents and by a written instrument executed by persons authorized to bind the Parties.

16. AUTHORITY TO EXECUTE

Each person executing this Agreement represents that he or she has been duly authorized to execute the Agreement on behalf of the respective Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CONTRACTOR

Contractor Name

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF RIDGELAND, MISSISSIPPI

By: _____

Mayor Gene F. McGee

Date: _____

ATTEST:

By: _____

Angela Richburg, City Clerk

Date: _____

EXHIBIT A

AWARDED SERVICES AND CONTRACT PRICING

Contractor: _____

The following Services and pricing have been accepted and awarded by the City. Only Services expressly identified below as awarded are included in the Contract.

Service	Awarded	Contract Rate / Price
Residential Solid Waste Collection	☐ Yes ☐ No	_____
Light Commercial Solid Waste Collection	☐ Yes ☐ No	_____
Municipal Facility Collection	☐ Yes ☐ No	_____
Bulky Waste Collection	☐ Yes ☐ No	_____
Yard Waste Collection	☐ Yes ☐ No	_____
Brush and Limb Collection	☐ Yes ☐ No	_____
Cart Services	☐ Yes ☐ No	_____
Other: _____	☐ Yes ☐ No	_____
Other: _____	☐ Yes ☐ No	_____

The foregoing pricing is subject to the quantities, measurement provisions, absorbed-cost requirements, price-adjustment provisions, and other terms of the Contract Documents.

Additional Award Conditions, if any:

PERFORMANCE BOND

KNOW ALL MEN BY

THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a

hereinafter called "Principal", and

(Corporation, Partnership, Limited Liability Company or
Individual)

hereinafter called "Surety",

(Name of Surety)

are held and firmly bound unto the **CITY OF RIDGELAND MISSISSIPPI**, hereinafter called "**OWNER**" in the penal sum
of

Dollars

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the
OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof
for the performance of the following services:

CONTRACT FOR WASTE HAULER SERVICES

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties and all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof and any extensions thereof that may be granted by the OWNER, with or without notice to the Surety; if the Principal shall satisfy all claims and demands incurred under such Contract; if the Principal shall fully indemnify and hold harmless the OWNER from all costs and damages that the OWNER may suffer by reason of the Principal's failure to do so; and if the Principal shall reimburse and repay the OWNER for all outlays and expenses that the OWNER may incur in remedying any default, then this obligation shall be void; otherwise, it shall remain in full force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER,

that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in ONE (1) counterpart, this the _____ day of _____, 20____.

ATTEST:

(Principal)
(SEAL)

(Principal)
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

(SEAL)

(Surety)

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND **must not be** prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

INSTRUCTIONS FOR BONDS

GENERAL: The following instructions and requirements for Bonds shall apply to this Contract.

SURETY: The surety on each bond must be a responsible surety company, qualified to do business in Mississippi, and shall be satisfactory to the Owner.

NAME: The name, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the seal.

PARTNERSHIPS

- A. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm, naming it, and shall have all the partners of the firm execute the bond as individuals.
- B. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.

CORPORATIONS

- A. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
- B. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

LIMITED LIABILITY COMPANIES

- A. If the principal is a limited liability company, the name of the state under which the limited liability company is organized shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested.
- B. The bond shall be executed by a Manager of the limited liability company if managed by one or more Managers, or by a Member if managed by one or more Members. The bond shall disclose the capacity in which executed by the Member or Manager.

DATE: The date shown on these bonds must not be prior to the date of the Agreement in connection with which they are given.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a

hereinafter called "Principal", and

(Corporation, Partnership, Limited Liability Company or
Individual)

hereinafter called "Surety",

(Name of Surety)

are held and firmly bound unto the **CITY OF RIDGELAND MISSISSIPPI**, hereinafter called "**OWNER**" in the penal sum
of

Dollars

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the
OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof
for the performance of the following services:

CONTRACT FOR WASTE HAULER SERVICES

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the performance of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in ONE (1) counterpart, this the _____ day of _____, 20____.

ATTEST:

(Principal)
(SEAL)

(Principal)
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

(SEAL)

(Surety)

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND **must not be** prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

INSTRUCTIONS FOR BONDS

GENERAL: The following instructions and requirements for Bonds shall apply to this Contract.

SURETY: The surety on each bond must be a responsible surety company, qualified to do business in Mississippi, and shall be satisfactory to the Owner.

NAME: The name, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the seal.

PARTNERSHIPS

- C. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm, naming it, and shall have all the partners of the firm execute the bond as individuals.
- D. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.

CORPORATIONS

- C. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
- D. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

LIMITED LIABILITY COMPANIES

- C. If the principal is a limited liability company, the name of the state under which the limited liability company is organized shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested.
- D. The bond shall be executed by a Manager of the limited liability company if managed by one or more Managers, or by a Member if managed by one or more Members. The bond shall disclose the capacity in which executed by the Member or Manager.

DATE: The date shown on these bonds must not be prior to the date of the Agreement in connection with which they are given.