

# City of Jackson Request for Proposals

## Municipal Solid Waste Disposal Services City of Jackson, Mississippi

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**August 2025**



City of Jackson  
Department of Public Works

John Horhn, Mayor

**Due Date:** September 30, 2025  
**Due Time:** 3:00 PM Local Time  
**Location:** Office of the Municipal Clerk  
219 S. President Street  
Jackson, Mississippi 39201

## **1. INTRODUCTION**

### **1.1. Purpose of the Request for Proposals**

The City of Jackson (City) is requesting proposals from qualified Service Providers for the purpose of establishing a contract through competitive negotiation for the disposal of municipal solid waste, yard waste, and special waste as specified herein.

### **1.2. Legal Authority for Request for Proposals**

This Request for Proposals is issued to fulfill the City's obligations under Section 17-17-5 (1) of the Mississippi Code of 1972, as amended. That section provides in pertinent part:

After December 31, 1992, the board of supervisors and/or municipal governing body shall provide for the collection and disposal of garbage and the disposal of rubbish. The board of supervisors and/or municipal governing body may provide such collection or disposal services by contract with private or other controlling agencies, and the service may include house-to-house service or the placement of regularly serviced and controlled bulk refuse receptacles within reasonable distance from the farthest affected household, and the wastes disposed of in a manner acceptable to the department and within the meaning of this chapter. The board of supervisors and/or municipal governing body shall have the power to and are hereby authorized to enter into contracts related in any manner to the collection and transportation of solid wastes for a term of up to six (6) years and to enter into contracts related in any manner to the generation and sale of energy generated from solid waste, and contracts for treatment, processing, distribution, recycling, elimination or disposal of solid wastes for a term of up to thirty (30) years. The municipal governing body of any municipality is authorized to regulate the disposal of garbage and rubbish in sanitary landfills, as provided in Section 21-19-1, Mississippi Code of 1972.

The procurement of these Municipal Solid Waste Disposal Services is being procured consistent with Section 31-7-13 (2) of the Mississippi Code of 1972, as amended, which states the following:

### **1.3. Background**

The current agreement for Municipal Solid Waste (MSW) disposal is with Waste Management of Mississippi. The agreement with Waste Manage will expire on October 31, 2025. A copy of that agreement is included as Appendix A to this Request for Proposals. This agreement is provided for information purposes only. Proposers are encouraged present proposals that are innovative and reflect the strengths of their enterprise.

The following table shows Municipal Solid Waste Tonnages for 2020 through 2024.

**City of Jackson Municipal Solid Waste (“MSW”)  
Waste Disposal  
(tons)**

	2020	2021	2022	2023	2024
<b>MONTHS</b>					MSW
January	3666	3544	3560	5394	4634.5
February	3120	2985	2750	4482	4631
March	4251	4188	3614	5415	4933
April	4362	4167	5289	4580	5261
May	4022	4184	5387	5211	5204.5
June	4300	3908	5278	5269	4785
July	3833	4184	5053	4949	5103.5
August	3735	3625	5414	4558	4529
September	3335	3959	4726	4292	4409
October	3872	3478	4556.5	4388	4361.75
November	4124.5	3829	5223	4664	4590
December	3998	4446.5	5393	4670	5000
<b>MONTHLY TOTAL</b>	46,618.5	46,497.5	56,243.5	57,872	57,442.25

#### 1.4. Definitions

Unless the context clearly indicates that another meaning is intended, the following terms, when used in this solicitation, have the meaning ascribed to them in this section:

- **Acceptable Waste** - Waste that the Proposer/Service Provider is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal or processing Facility.
- **Affiliate** - Any individual or entity that controls, is controlled by, or is under common control with a party to the Contract, or in the case of a sole proprietor, any blood relative or employee of the Service Provider, as designated by the Contract.
- **Bulk Waste (White Goods)** - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.
- **City** -The City of Jackson, Mississippi
- **City Employee**- An employee of the City subject to its personnel policies
- **Commercial Waste** - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.
- **Construction and Demolition Waste(C&D)** –Construction and demolition of materials (C&D) consists of debris generated during the construction, renovation, and demolition of buildings, roads, bridges, and other structures, including, but not limited to, wood,

plaster, metals, glass, gypsum, asphaltic substances, bricks, concrete, salvaged building components (doors, windows, plumbing fixture), trees, stumps, earth and rocks.

- **Agreement or Contract-** The Municipal Waste Disposal Service Contract between the City and the Service Provider.
- **Disposal Site-** A refuse depository, including but not limited to, sanitary landfills, transfer stations and waste processing/separation centers licensed, permitted, or approved, by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals, to receive refuse for processing or final disposal.
- **Domestic or Residential Waste** - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.
- **Garbage** - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.
- **Hauler and Waste Collector** - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.
- **Hazardous Waste** - A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.
- **Industrial Waste** - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.
- **Institutional Waste** - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.
- **Landfill** - means a disposal site for disposing of municipal solid waste
- **Mississippi DEQ** – Mississippi Department of Environmental Quality (MDEQ) a state agency of Mississippi that oversees environmental quality of the air, land, and water in the state.
- **Municipality** - Any city, borough, incorporated town, township or county, or any municipal authority created by any of the foregoing.
- **Solid Waste(s)-** Means any garbage, or refuse, sludge from a wastewater plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).
- **Operator** - Any person or municipality that operates a municipal solid waste processing or disposal facility.
- **Owner** - The entity who is the owner of record of a solid waste processing or disposal facility.
- **Permit** - A permit issued by the MDEQ to operate a municipal waste disposal, processing, or transfer station facility.

- **Permit Area** - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the MDEQ, or equivalent regulatory agency in the state in which the facility is located.
- **Person** - Any individual, trust, firm, joint-stock company, public or private corporation (including a government corporation), partnership, association, state, or any agency or institution thereof, municipality, commission, political subdivision of a state or any interstate body, and includes any officer or governing or managing body of any municipality, political subdivision, or the United States or any officer or employee thereof.
- **Proposal** - Complete response to the August 2025 Request for Proposals for Municipal Solid Waste Disposal Services that was submitted by Service Provider to the City.
- **Recycling** - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.
- **Refuse** - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.
- **Remaining Permitted Capacity** - At any time the remaining weight or volume of solid waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the MDEQ (or the equivalent regulatory agency in state which the facility is located) has issued a permit.
- **Rubbish** - Nonputrescible solid wastes (excluding ashes) consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves and similar materials. Noncombustible rubbish includes glass, crockery, metal cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (not less than 1600 degrees F).
- **Service Provider** – Any person submitting a response to this Request for Proposals
- **Special waste (solids)**—Special Waste is any Waste Material generated within the geographical boundaries of the City which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, trained people, and/or special disposal methods, including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment.
- **Tipping Fee** - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.
- **Unacceptable Waste** - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at a permitted landfill pursuant to the provisions of the Mississippi Code Title 17 or other applicable Federal, State or local law; or any other material that the Service Provider concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Service Provider is unable to accept according to the terms of its operating permit.
- **Waste Material**- Any Solid Waste generated within the geographic boundaries of the City and delivered by City or its contracted haulers to the Landfill for disposal that is one or more of the following: solid waste, construction and demolition materials (C&D), and special waste.

- **Yard Waste** - Leaves, garden residues, shrubbery and tree trimmings, and similar material.

### **1.5. USE OF SUBCONTRACTORS**

It is understood that the primary Service Provider responding to this request for proposals may not have the capacity to undertake all the requirements of this request for proposals. The Service Provider may use a subcontractor, if needed. The successful candidate may develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City. If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The Contract will provide that the City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. The use of a subcontractor will, under no circumstances, relieve the Service Provider of its liability and obligation under any resulting contract. Subcontractors are subject to the same contractual conditions as the Service Provider, including all federal, state, and local regulations and ordinances.

### **1.6. DISCLAIMER**

The City has, to the best of its knowledge, represented information and data that are current and applicable to the response to this request for proposals. The City is providing the information contained herein as a courtesy to Service Providers. The City neither guarantees nor warrants that the information contained in this request for proposals or referenced documents is accurate and complete. The City is not, and will not be, liable for omissions or errors contained in this request for proposals. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

## 2. PROPOSAL INSTRUCTIONS

### 2.1. GENERAL

**One (1) bound original and five (5) bound copies of the proposal, labeled accordingly,** shall be submitted in a sealed envelope or box marked “**Proposal for Municipal Solid Waste Disposal Services**”. The original and copies of the proposal shall be indexed with tabs as requested in **Section 2.6 Proposal Contents**.

All proposals must be received no later than **3:00 p.m. Local Time, on September 30, 2025** to the Office of the Municipal Clerk. All documents should be to the attention of:

Municipal Clerk's Office  
Attn: Lakesha Weathers, Solid Waste Manager  
City of Jackson  
219 South President Street  
Jackson, MS 39201

You may also obtain a copy of the RFP and submit your proposals electronically through Central Bidding.

For electronic submissions, proposals may be submitted through Central Bidding: <https://www.centralauctionhouse.com>. Electronic submissions shall be the complete original (non-redacted) version of the proposal including all attachments in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF®), and labeled accordingly.

### 2.2 QUALIFICATIONS WITHDRAWAL PROCEDURE

Proposals may be withdrawn up until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the Service Provider's proposal or until one of the proposals has been accepted and a contract has been executed between the City and the successful Service Provider.

### 2.3 RESERVATION OF CITY RIGHTS

**A. Award of a contract for this project is subject to the availability of funding.**

B. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more Service Providers.

C. The City reserves the right to negotiate the Agreement/Contract for the project with the next most qualified Service Provider, if the Service Provider adjudged the most qualified Service Provider does not agree to the terms of an Agreement/Contract after submission of an Agreement to such Service Provider. The City reserves the right to negotiate all elements of work that comprise the selected proposal.

- D. The City reserves the right, after opening the proposals, or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the City's sole judgment, is in its best interest.
- E. The City reserves the right to terminate the Agreement/Contract if the Service Provider fails to begin to perform the work described herein upon the City giving the Service Provider a written notice to proceed.

## **2.4 REQUESTS FOR INFORMATION**

The City specifically requests that any contact concerning this RFP be made exclusively with the **City's Solid Waste Manager, Lakesha Weathers** at [lweathers@jacksonms.gov](mailto:lweathers@jacksonms.gov). Failure to honor this request will be negatively viewed in the selection process. Any questions related to this solicitation are to be submitted in writing by September 21, 2025 at 4:00 PM, Local Time, to receive a response by 5:00 pm, September 24, 2025. Responses to all questions received will be issued in the form of an Addendum to this RFP, which will be posted on Central Bidding and the City of Jackson website.

## **2.5 PROPOSAL CONTENTS**

The Service Provider shall provide detailed information so as to demonstrate its understanding of the services requested. Proposals should be prepared simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements set forth in this RFP. All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal. The proposal should be organized as follows:

### **2.5.1 Cover Letter**

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

### **2.5.2 Executive Summary**

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Project, give the responsibilities of the project team, and a



summary of the proposed Services. This section should highlight aspects of the Company's Proposal, which make it superior or unique in addressing the needs of the City. A list of the cities and/or municipalities currently contracting with the facility for disposal capacity shall be included. A list of the municipalities with which the facility has secured host agreements shall be included. Experience in the successful operation of disposal facilities shall be documented.

## **2.5.3 Approach**

### **2.5.3.1 Methodology**

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services as described in the Scope of Services Section of this RFP.

### **2.5.3.2 Transition**

The Service Provider shall provide a plan for the seamless transition of services from the previous Service Provider.

### **2.5.3.3 Equipment**

Provide the City with a comprehensive list of all equipment, including equipment identification numbers.

### **2.5.3.4 Facilities and Operation Hours**

The Service Provider shall further describe, in this section, the disposal facility it intends to utilize in response to this RFP. Design drawings are not required in the proposal, but the City reserves the right to request such information during the review and/or selection process. Responses should be comprehensive and informative without being encyclopedic.

All facilities must include in their descriptions the name and location of the facility (including the names of the municipalities in which it is physically located), an outline of its operating plan for the life of the facility, including post-closure care, a description of the daily record keeping procedures and measurement of waste, its waste acceptance and monitoring program, and, also, its environmental emergency response plan. In addition, a landfill shall submit a brief description of its liner system and method of leachate control, monitoring, and treatment.

Other types of disposal facilities shall include a detailed description of the technology and equipment used to process municipal waste, the by-products of the process, and methods of handling the by-products.

The hours that the facility is permitted to accept waste shall be listed. The organization submitting the proposal shall also outline the preferred procedures for accepting an excessive amount of waste resulting from a natural disaster or other emergency in the City at the facility it intends to utilize in response to this RFP.

In addition, a contingency plan for accepting waste outside of the normal operating hours or during emergency or temporary closure of the disposal facility shall be included. The method by which uninterrupted disposal service will be

provided to City of Jackson in the event that an emergency or other uncontrollable circumstance precludes the use of the facility shall be included.

#### **2.5.4 Compliance History**

The Service Provider shall provide a compliance history for the organization submitting the proposal, which covers the most recent ten-year period, or if in operation less than ten years, for the length of its operating term. The history must include any citations or notices of non-compliance for federal, state and local environmental protection laws and regulations including, but not limited to, those concerning solid waste management, air quality, water quality, water supply, surface mining, oil and gas management, dam safety and encroachment, conservation, and reclamation.

The compliance history must list any permit or license denial, suspensions, or revocations; any notices of violations; any administrative orders, consent agreements or adjudications issued or civil penalties assessed by federal, state, or local regulatory agencies. The dates and resolutions for each item listed must be included. The organization submitting the proposal must describe any summary, misdemeanor, or felony convictions and pleas of guilty and no contest obtained against the organization both within the State of Mississippi and outside of its borders. The description shall include the date, location, nature, and disposition of each stated action.

#### **2.5.5 Permitted Volumes**

The Service Provider will submit in its proposal the current permitted average and maximum daily, yearly, and life-of-permit tonnage limits for the organization's disposal facility utilized in response to this RFP.

#### **2.5.6 Available and Reserve Capacity (Airspace)**

The Service Provider proposing to accept waste must prove and document both its most current annual and also its most current quarterly airspace usage and available capacity based on its existing permitted status. For facilities located in Mississippi, a copy of the most recent MDEQ annual report will suffice in this regard. Should the facility's current available permitted capacity be less than ten years, the organization submitting the proposal shall include a narrative detailing the provisions for providing disposal capacity beyond the fixed terms of the permit. Options for expanding capacity shall be consistent with the current federal, state and local laws and regulations.

The Service Provider shall submit information about the reserve capacity. The capacity reserved shall be specified in tons and percentage of capacity on an annual basis and by tons on a daily basis. The number of operating days each year the facility is available to accept waste must be specified.

#### **2.5.7 Company Experience/Capabilities**

##### **2.5.7.1 Experience**

The Service Provider shall provide, in this section of the proposal, a detailed description of similar services or contracts in which the Service Provider is presently involved or has completed during the past two (2) years.

#### **2.5.7.2 Capabilities**

The Service Provider shall identify all the types of waste streams it accepts at its facilities. The Service Provider shall provide, in this section of the proposal, a description of the firm's capabilities. Any limitations on operations of the Service Provider's facility, including, but not limited to, staff, personnel, and ongoing projects/contracts, shall be identified.

#### **2.5.7.3 Customer Service**

Describe the following items in your Proposal:

1. The Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
2. Service Provider's approach to total quality management, and how your current customers benefit from your service improvements.
3. The Service Provider's complaint resolution procedures.
4. The emergency plan in place that the Service Provider will take to deal with emergency situations such as snow/ice, fire, or natural disaster which may require a deviation from the normal operating procedures.

#### **2.5.7.4 References**

The Service Provider must list local government client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three years with a contact person, telephone number and explanation for the discontinuation.

### **2.5.8 Company Organization**

#### **2.5.8.1 Primary Business**

Provide, in this section, your Company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

#### **2.5.8.2 Records Management**

Describe your Company's record keeping procedures in detail.

#### **2.5.8.3 Company History**

Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

### **3. SCOPE OF SERVICES**

#### **3.1 GENERAL INFORMATION**

The Service Provider agrees to accept and (process/dispose) specified quantities and types of Municipal Solid Waste and Special Waste originating from sources located in the City of Jackson, in accordance with all applicable Federal, state and local regulations. Nothing herein

shall prohibit any Service Provider from entering into any separate Contract with another person or municipality to provide such waste disposal services.

### **3.2 PAYMENT TO SERVICE PROVIDER**

The City shall be responsible for the direct payment of any tipping fees to the Service Provider under the Contract. All tipping fees shall be paid directly by the City. The Service Provider shall be responsible for the billing and collection of all tipping fees from the City. The method of billing and collection arrangements between the City and the Service Provider shall comply with all applicable Federal and State laws governing such commerce and business activities. The Service Provider will be required to register with the City's vendor self-service portal and will be expected to upload invoices for payment through this portal. The Service Provider shall not charge a tipping fee for any waste hauler authorized by the City of Jackson to dispose of municipal solid waste collected on behalf or for the benefit of the City of Jackson.

### **3.3 FORCE MAJEURE**

Except for the City's obligation to pay for disposal services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, acts of terrorism, fire, acts of God, compliance with any law, regulation, or lawful order of any governmental body or any instrumentality thereof, whether now existing or hereafter created. Inability to hire sufficient labor to perform the work is not a force majeure condition. Revocation, suspension, denial, or modification of any permit, license or approval regarding the Company is not a force majeure condition.

### **3.4 PERSONNEL**

The Service Provider will assign a qualified person or persons to be in charge of its operations within the City and will provide the name(s), address(es), and telephone number(s) of such person or persons to the City. The person in charge of the Service Provider's operations with the City shall not be changed without the written approval of the City's Contract Technical Representative, whose approval will not be unreasonably withheld. In any event, the City retains the right to approve or disapprove of any replacement manager(s).

### **3.5 REQUIRED SERVICES**

The Service Provider will be required to have and properly maintain a scale to weigh all incoming waste to the Service Provider's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the processing or disposal facility designated by the transfer station.

#### **3.5.1 Reporting**

The City of Jackson requires that tonnage and/or volumes of municipal waste and special waste be reported quarterly. Please explain how your company will track, record, and submit these data. The Service Provider shall maintain an operational log for each day that municipal waste

is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- a. The total weight of each type of Municipal Waste received at the facility from all sources;
- b. The City from which the Waste Material originated, or if the waste originated from outside the state, the state from which the waste originated; and
- c. The names of the waste haulers or transporters.

#### **3.5.1.1 Quarterly Reports**

The Service Provider shall prepare and submit on forms provided by the City a quarterly operation report. The quarterly operation reports shall be submitted to the City on or before the 15th day of January, April, July, and October. At a minimum, the following information shall be included in each quarterly operation report:

- a. The total weight of each type of Municipal Waste received from all sources within the City during each of the preceding three months, such that the January quarterly report will cover the months of October 1 through December 31, the April quarterly report will cover the months of January 1 through March 30, the July quarterly report will cover the months of April 1 through June 30, and the October quarterly report will cover the months of July 1 through September 30;
- b. Copies of all notices of violation, civil penalty assessments and or administrative orders issued by federal, state, or county regulatory authorities to the owner and/or operator of the facility during the quarter.

#### **3.5.1.2 Special Reporting Requirements**

The Service Provider shall provide written notification to the City of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the MDEQ (or equivalent regulatory agency in the state in which the facility is located):

- a. Changes in the permitted site volume or capacity;
- b. Changes in the permitted average and/or maximum daily waste volume or loading rates;
- c. Changes in the permitted acreage, and
- d. Changes in ownership.

#### **3.5.2 Administrative Inspections**

Upon reasonable notice, and during regular business hours, the City and its authorized representatives shall have access to Service Provider's logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### **3.5.3 Permits**

The Service Provider shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of contract that will result in termination if not resolved.

#### **3.5.4 RATE ADJUSTMENTS**

On July 1, 2026, and annually thereafter, the parties shall determine the increase in the monthly compensation based upon a pricing index over the previous 12-month period based on the Annual CPI for All Urban Consumers for the South Region. The annual amount of such increase shall not exceed 5%. The effective date of the increase shall be on October 1, 2026 and annually thereafter.

#### **3.6 INSURANCE**

City shall ensure that all its contracted haulers maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

<u>Types of Coverage</u>	<u>Minimum Amounts of Insurance</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
General Commercial Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in Mississippi. Prior to City or any contracted haulers of Waste Material being allowed on the Landfill premises, City shall provide the Service Provider with certificates of insurance or other satisfactory evidence that all such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the City. City warrants that it will secure the above minimums of insurance from all contracted haulers of Waste Material to the Landfill and will provide Company with certificates of insurance or other satisfactory evidence that all such insurance has been procured by contracted haulers of Waste Material and is in force.

#### **3.7 TERMS AND CONDITIONS**

The Service Provider shall accept delivery of municipal solid waste from 6:00 am to 7:00 pm, Monday through Friday and from 6:00 am to 4:00 pm on Saturdays, excluding generally recognized business holidays, including without limitation (Independence Day, Thanksgiving, Christmas and New Year's Day). In the event of any lengthy travel time from sources in the City to an out-of-city disposal facility, the Service Provider will be required to exhibit flexibility in the operating hours for accepting wastes from the City of Jackson. The Service Provider shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

The City shall have a license for its contractor to enter the Disposal Site for the limited purpose of, and only to the extent necessary for, off-loading Waste Material at the Disposal Site in the manner directed by the Service Provider. After off-loading the Waste Material, City's contractor shall promptly leave the Disposal Site. The Service Provider reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Disposal Site, the conduct of drivers driver and other persons on the Disposal Site premises, quantities and sources of Waste Material, and other matters necessary or desirable for the safe, legal and efficient operation of the Disposal Site, including, but not limited to, speed limits on haul roads imposed by the Service Provider, and wearing of hard hats and other personal protective equipment by all individuals allowed on the Disposal Site premises. City and its contractors agree to conform to such rules and regulations as they may be established and amended from time to time by the Service Provider.

Except in the case where any Hazardous Waste is delivered to the Service Provider's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Service Provider upon delivery of the waste to the Service Provider's facility and acceptance of the waste by the Service Provider.

The City shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the Solid Waste to the Service Provider's facility.

The Service Provider shall have the right and discretion to inspect and reject any such Hazardous Waste delivered to the facility by the City's contractor. The City agrees that its contractor shall be responsible for the prompt removal and disposal of any such Hazardous Waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous Waste.

The Service Provider shall receive and respond to all complaints from waste transporters regarding the acceptance of waste materials at its facility. Any complaints received by the City will be directed to the Service Provider. In the event the Service Provider cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the City shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions of the agreement.

The Service Provider shall assign qualified, competent, and skilled personnel, who will serve as project manager(s) to oversee this contract. The City shall be notified in advance of any changes with the key personnel.

At no time shall the Service Provider's personnel solicit, request, or receive gratuities of any kind. The City may request the reassignment of any personnel of the Service Provider who violates the provisions of this Contract, or who is determined to be wantonly negligent or discourteous in the performance of his or her duties while working for the Service Provider.

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

### **3.8 LENGTH OF AGREEMENT**

The effective date of the Agreement will be the date stated in the Agreement. The Service Provider shall begin providing Municipal Solid Waste and Special Waste (processing/disposal), service for the City under the terms and conditions of this Contract on November 1, 2025, unless the City agrees to a later date. The Agreement must be accepted by the City Council before it is effective.

The initial term of the Contract shall begin from the date that the Service Provider begins providing processing/disposal services for the City and shall end five (5) years thereafter unless renewed. The City may exercise its right to renew the Contract for up to five (5) additional five (5)-year periods. Service Provider shall advise the City within ninety (90) days of the date the Agreement is scheduled to terminate whether the Service Provider desires to exercise its option to extend the term of the Agreement. Should Service Provider fail to provide notice within ninety (90) days of the termination date of the Agreement, the City shall choose, in its sole discretion, whether to renew the Agreement and the Service Provider shall be bound by the City's choice.

### **3.9 Other Agreement Provisions**

#### **3.9.1 NON-DISCRIMINATION**

The Contractor shall comply with the applicable non-discrimination provisions of the laws of the United States of America, the State of Mississippi, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to, termination of Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

#### **3.9.2 EQUAL EMPLOYMENT PRACTICES**

- A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or



because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the governing authorities, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the governing authorities for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the governing authorities, on the basis of its own investigation or that of the Department Director. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the governing authorities, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the governing authorities or the Department Director that the said Contractor is a non-responsible bidder or proposer. In the event of such a

determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. By affixing its signature on an Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
  - 1. hiring practices;
  - 2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 3. training and promotional opportunities; and
  - 4. reasonable accommodations for persons with disabilities.
- K. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

### **3.9.3 OSHA COMPLIANCE**

The Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued there under and certifies that all services under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and + purchaser from all damages assessed against the City as a result of

the Contractor's failure to comply with the acts and standards thereunder and for the failure of the services furnished under this Agreement to so comply.

#### **3.9.4 MISSISSIPPI EMPLOYMENT PROTECTION ACT**

Contractor shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

#### **3.9.5 Indemnity**

Contractor shall indemnify and save harmless the City, its officers , agents , servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City , its officers, agents, servants and employees.

#### **3.9.6 ASSIGNMENT; SUBCONTRACTING; DELEGATION OF DUTIES**

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Agreement without the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract. In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

#### **3.9.7 AUDIT**

The Contractor shall maintain in its office in the City of Jackson full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Contractor's work on this Agreement. The City may require an audit of such books and records at any reasonable time . Such audit will be conducted

by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Contractor shall permit the City to inspect and audit all pertinent books and records of the Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to this Agreement, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Contractor shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

### **3.9.8 Contract Rights**

Rights under this Agreement are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

### **3.9.9 LAW; VENUE**

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction and effect of this Agreement, without regard to conflicts of law principles. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

### **3.9.10 TERMINATION**

**Termination for Cause:** Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon a material default under or breach of this Agreement by the other party, provided the defaulting party has been provided written notice of the default, and has been afforded a thirty (30)-day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the other party.

**Termination for Convenience:** Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement for convenience upon the giving of one hundred and twenty (120) days' written notice to the other party of the intention to terminate for convenience. City shall not be liable for any additional payment to

Contractor upon terminating the Agreement for convenience, other than payment for the services rendered under the Agreement. Contractor shall not be liable for any payment to City upon terminating the Agreement for convenience unless the City is unable to secure a reasonable substitute Agreement prior to the expiration of the 120-day notice period. Under such circumstances, Contractor shall continue to provide services under the terms of this contract until such time as City is able to obtain a substitute Agreement.

**Termination for Failure of City to Budget for Agreement:** In the event that the governing authorities do not provide funding for this Agreement during any fiscal year after Fiscal Year 2026, which began on October 1, 2025, this Agreement shall immediately terminate on the later of September 30 of the end of the fiscal year in which funds are not budgeted or thirty (30) days after the City provides written notice to the Contractor of its intent not to provide further funding of the Agreement.

### **3.9.11 Reservation of Right to Negotiate Other or Additional Contractual Terms**

The City reserves the right to negotiate such other or additional contractual terms with the selected Service Provider.

## **4. PROPOSAL EVALUATION**

### **4.1 REVIEW COMMITTEE**

A review committee consisting of individuals selected by the Mayor will receive and review all compliant proposals submitted.

### **4.2 EVALUATION SCHEDULE**

<b>RFP Released for Advertisement</b>	August 28, 2025
<b>Proposals Due</b>	September 30, 2025
<b>Oral Presentations</b>	October 9-10, 2025 (If necessary)
<b>Final Selection</b>	October 13, 2025

### **4.3 PROPOSAL EVALUATION FACTORS**

It is the City's intent to evaluate the proposals based on technical merit and price and to select the best qualified proposer. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City opinion, such rejection is in the best interests of the City.

#### **4.3.1 Selection Criteria**

Selection of a Service Provider for contract/agreement negotiation will be based on an objective evaluation of the following criteria:

- A.** Service Provider's innovative approach to encourage and maintain a sustainable solid waste system **(10%)**
- B.** Service Provider's experience, qualifications and references, including compliance history and ability to fulfill legal responsibilities in providing the services **(25%)**
- C.** Expertise of key personnel to be assigned to the contract **(10%)**
- D.** Service Provider's financial responsibility and capability to provide the requested services **(20%)**
- E.** Cost proposal **(35%)**

#### **4.3.2 Oral Presentations**

Following the evaluation of the proposals, the City's Evaluation Team may request the top ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested Service Providers will be contacted with a time on October 9 or 10 for their oral presentation.

#### **4.3.3 Negotiations**

Following any presentations, the finalist(s) shall be re-evaluated based on the same criteria. The Mayor or his designated representative(s) shall negotiate with the Service

Provider whose proposal is determined to be most qualified based on the evaluation criteria. If negotiations with the initially selected Service Provider fail, negotiations may be initiated with another qualified Service Provider at the discretion of the Mayor, and so on, until an agreement is reached. The City reserves the right to reject all offers and end the process at any point in the process without executing a contract.

#### **4.3.4 City Council Approval Required**

At the conclusion of successful negotiations, the Mayor will present the negotiated contract to the City Council for its approval. The City reserves the right to further negotiate with the successful Service Provider based on comments received from the City Council. The Mayor reserves the right to reject any and all proposals at any time prior to approval by the City Council.