



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Wednesday, September 13, 2017

4:00 PM

*Gulfport City Hall
Council Chambers*

**4:00 P.M.
Special Called Meeting
City Hall
Council Chambers
2nd Floor**

1

Executive Session - Request by the Mayor regarding Harrison County Solid Waste Contract and litigation filed by Harrison County Utility Authority against the City of Gulfport.



OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

City Hall
2309 15th St.
Gulfport, MS 39501

September 13, 2017

Honorable F.B. "Rusty" Walker, IV
Honorable Kenneth Casey
Honorable Ron Roland
Honorable Ella Holmes-Hines
Honorable Myles Sharp
Honorable R.Lee Flowers
Honorable Cara Pucheu

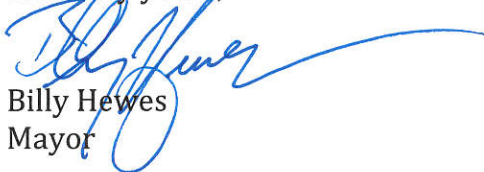
Dear Council Members,

Pursuant to Mississippi State Code Annotated Section 21-8-11 and City of Gulfport Code of Ordinances Section 1-41, subsection C, I am hereby calling a special meeting of the Gulfport City Council to be held today, Wednesday, September 13 at 4:00 pm in the Council Chambers. The purpose of this meeting is as follows:

1. Discussion regarding Harrison County Solid Waste Contract and litigation filed by HCUA against the City of Gulfport.

Thank you for adjusting your schedules to accommodate this meeting.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Billy Hewes".

Billy Hewes
Mayor

cc: Hugh Keating, City Attorney's Office
Ronda Cole, Council Clerk

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 13th day of September, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO RECOGNIZE
ADOPTION OF 2012 HARRISON COUNTY SOLID WASTE MANAGEMENT PLAN
AND TO RATIFY AND APPROVE AMENDMENT TO THE SAME, AND FOR
RELATED PURPOSES**

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport was a participating municipality in the original Harrison County Solid Waste Management Plan which was approved by the Mississippi Commission on Environmental Quality on November 1, 1993, as reflected in Commission Order No. 2674-93; and

WHEREAS, on August 7, 2012, the Gulfport City Council, by unanimous vote (6-0) concurred with and adopted the Harrison County 2012 Solid Waste Management Plan, subject to review by the Mississippi Department of Environmental Quality ("MDEQ") (See Exhibit "A"); and

WHEREAS, since 1993, the City of Gulfport has participated in the duly adopted Harrison County Solid Waste Management Plan and intends to remain a participant in that Plan, although it gave notice, on or about March 30, 2017, of its intent to terminate the 1991 Solid Waste Agreement for the purpose of providing solid waste collection, transport and disposal separate and independent from the Authority; and

WHEREAS, on August 2, 2017, the City, by and through its Mayor, Billy Hewes, submitted a proposed addendum to the Harrison County 2012 Solid Waste Management

Plan to the Mississippi Department of Environmental Quality for consideration and comment; and

WHEREAS, thereafter, having received no comments requiring changes to the proposed addendum, on September 12, 2017, the City, again by and through its Mayor, again submitted the proposed addendum to MDEQ and to the Harrison County Utility Authority (“the Authority”) with the request that the same be included as an amendment to the Harrison County 2012 Solid Waste Management Plan with respect to solid waste collection, transport and disposal for the City of Gulfport.

WHEREAS, the City prepared the addendum to the Harrison County 2012 Solid Waste Management Plan for submission to the Authority (concerning the change in service level for solid waste (specifically, recycling) collection, transport and disposal in the City of Gulfport) for inclusion in and with those amendments which may be required of the Harrison County Utility Authority (concerning the changes in vendor and service level for solid waste collection, transport and disposal within Harrison County (exclusive of the City of Gulfport)) and for ultimate submission to the Mississippi Department of Environmental Quality (See Exhibit “B”).

WHEREAS, the proposed Addendum submitted to Mississippi Department of Environmental Quality and Harrison County Utility Authority on September 12, 2017, is hereby found to be a minor modification to the Harrison County 2012 Solid Waste Management Plan as such does “not involve or result in a significant change in the manner of Solid Waste Management in the planning area”, as set forth in the Mississippi Department of Environmental Quality rules and regulations applicable to same.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO-WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby

adopted as the official findings of the Governing Authority.

Section 2. That the Governing Authority of the City of Gulfport hereby recognizes its August 7, 2012, approval of the Harrison County 2012 Solid Waste Management Plan (“Plan”) as the Solid Waste Management Plan covering the City of Gulfport.

Section 3. That the Governing Authority of the City of Gulfport hereby ratifies and approves that certain Addendum to the Harrison County 2012 Solid Waste Management Plan which is attached hereto as Exhibit “B” as such is a minor modification to said Plan and does not involve or result in a significant change in the manner of Solid Waste Management in the planning area, and the Governing Authority ratifies and concurs with its submission to the Harrison County Utility Authority for incorporation into those certain amendments to the Harrison County 2012 Solid Waste Management Plan which the Authority is required to submit due to vendor and service level changes.

Section 4. That the governing Authority of the City of Gulfport has authorized payment of the costs of the modifications to the Harrison County 2012 Solid Waste Management Plan which result from the termination of the 1991 Solid Waste Agreement by the City of Gulfport (all other costs associated with Plan amendments required by the Authority shall be paid for by the Authority).

Section 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be transmitted to the Harrison County Board of Supervisors and the Harrison County Utility Authority.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by Councilmember Sharp, seconded by Councilmember Casey, and was adopted by the following roll call vote:

AYES

Casey
Roland
Walker
Sharp
Flowers
Pucheu

NAYS

None

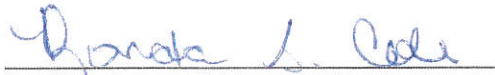
ABSENT

Holmes-Hines

WHEREUPON, the President declared the motion carried and the Resolution adopted
this the 13th day of September, 2017.

(SEAL)

ATTEST:



Ronda S. Cole, Clerk of Council

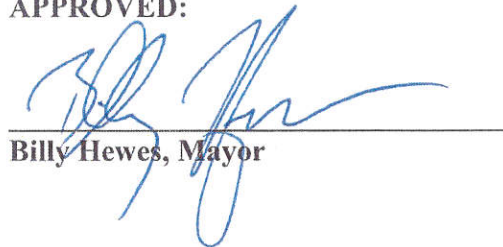
ADOPTED:



F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 13th day of September, 2017.

APPROVED:



Billy Hewes, Mayor

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 13th day of September, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO REAFFIRM THE CITY’S COMMITMENTS WITH REGARD TO CERTAIN PROVISIONS OF THE HARRISON COUNTY UTILITY AUTHORITY’S DISPOSAL AGREEMENTS WITH WASTE MANAGEMENT, INC., AND TEAM WASTE OF MISSISSIPPI, LLC, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, under the terms of Solid Waste Disposal contracts currently in effect between the Harrison County Utility Authority (“the Authority”) and Waste Management of Mississippi (Waste Management) and Team Waste of Mississippi, LLC (“Team Waste”), the Authority is obligated to deliver all solid wastes generated by the member agencies, including Gulfport, to such facilities; and

WHEREAS, in return, and as part of the consideration therefor, the Authority receives a payment of \$1.00 per house per annum from Waste Management for each house included in the Authority’s annual house count conducted pursuant to its contract with its solid waste collection contractor, and a \$0.25 payment from Team Waste for each such house per annum.

WHEREAS, the Authority has alleged that, as a result of Gulfport’s March 30, 2017, termination of the 1991 Solid Waste Agreement with the Authority (effective October 1, 2017) and the resulting reduced annual house count, it will sustain a loss of revenue (i.e., the \$1.00 and \$0.25 payments from Waste Management and Team Waste, respectively, referenced above) in each of the remaining years of the contracts with Waste Management of Mississippi and Team Waste of Mississippi, LLC; and

WHEREAS, on multiple occasions heretofore, the City has expressed its willingness and has committed to pay to the Authority a sum equal to the count of households located within the boundaries of the City of Gulfport performed annually under its solid waste collection contract on or before October 1 of each year, for the remaining existing term of and purposes as set forth in the agreement with Waste Management, but not including any extensions thereof; and

WHEREAS, the City acknowledges and makes reference to that certain Settlement Agreement dated August 3, 2017, between and among the City, the Authority and Team Waste styled *Team Waste of Mississippi, LLC v. City of Gulfport, Mississippi and Harrison County Utility Authority*, Civil Action No. A2401-17-162 in the Circuit Court of Harrison County, Mississippi; and

WHEREAS, under the terms of the aforementioned Settlement Agreement, Team Waste has agreed to amend its contract with the Authority and continue to pay the \$0.25 per household for all houses included in the annual house counts conducted under both the HCUA Solid Waste Collection contract house count and the City of Gulfport Solid Waste Collection Contract for the length of the original term of the Agreement with Team Waste, but not including any renewals; and

WHEREAS, so long as the Authority receives such payments for households in the City of Gulfport from Team Waste, Gulfport shall not be required to pay this sum to the Authority.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO-WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Governing Authority of the City of Gulfport hereby reaffirms the commitments and agreements set forth above and expressly states its intent to abide by the same

after its exit.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be transmitted to the Harrison County Utility Authority.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by Councilmember Sharp, seconded by Councilmember Casey, and was adopted by the following roll call vote:

AYES
Casey
Roland
Walker
Sharp
Flowers
Pucheu

NAYS
None

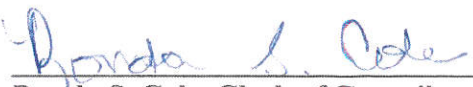
ABSENT
Holmes-Hines

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 13th day of September, 2017.

(SEAL)

ATTEST:

ADOPTED:



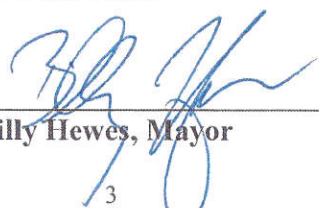
Ronda S. Cole, Clerk of Council



F.B. “Rusty” Walker, IV, President

The above and foregoing Resolution was submitted to and approved by the Mayor, this the 13th day of September, 2017.

APPROVED:



Billy Hewes, Mayor

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor George Schloegel

Dr. John Kelly, CAO

Mike Necaise, Finance

From: Kris Riemann, P.E. *KKR*

Date: 7/30/12

Re: Request to Adopt 2012 Solid Waste Management Plan of Harrison County

The Harrison County Utility Authority has requested each City within Harrison County formally adopt the updated 2012 Solid Waste Management Plan as required by the Mississippi Department of Environmental Quality. This plan was originally completed in 1993 and has been updated approximately 19 times. The plan is currently located in the Mayor's office for viewing. A summary of the updates are attached.

I recommend approval.

Please place this item on the August 7, 2012 Council Agenda.

This item has been approved by:

Mayor or CAO



Attachments:

1. Resolution
2. Comprehensive Plan Update Summary

DEPARTMENT OF ENGINEERING

1



RESOLUTION OF THE CITY OF GULFPORT
ADOPTING 2012 SOLID WASTE MANAGEMENT PLAN OF
HARRISON COUNTY

WHEREAS, the original Harrison County Solid Waste Management Plan was approved by the Mississippi Commission on Environmental Quality on November 1, 1993 as reflected in Commission Order No. 2674-93;

WHEREAS, the Harrison County Utility Authority (the "Authority") is duly authorized and has followed the appropriate legal and technical procedures in preparing a comprehensive update of the Solid Waste Management Plan (the "Plan") pursuant to the Nonhazardous Solid Waste Planning Act of 1991 (M.C.A. §17-17-201 to §17-17-235);

WHEREAS, the Plan includes plans and provisions describing the manner in which Harrison County and the municipalities of Biloxi, D'Iberville, Gulfport, Long Beach and Pass Christian intend to manage solid wastes generated within the County for a 20-year period;

WHEREAS, the Authority established a thirty (30) day public review and comment period from May 8, 2012 to June 7, 2012 to receive comments regarding the comprehensive update to the Plan from the public;

WHEREAS, the Authority conducted a public hearing on June 7, 2012 on the proposed Solid Waste Management Plan;

WHEREAS, the City of GULFPORT has determined the 2012 Solid Waste Management Plan should be adopted;

NOW, THEREFORE, BE IT RESOLVED that the City of GULFPORT hereby concurs and adopts the Harrison County 2012 Solid Waste Management Plan subject to review by the Mississippi Department of Environmental Quality.

The motion to approve the foregoing resolution was made by Puckett and seconded by Roland and the following vote was recorded:

Ayes: Roland, Holmes-Hines, Walker, Dombrowski, Flowers + Puckett

Nays: None

Absent: Casey (out of room)

RESOLVED, this the 7th day of August, 2012.

ATTEST:

Ronda S. Cole

BY: G. A. Schley

MES



City of Gulfport, Mississippi

2309 15th Street
Gulfport, Ms. 39501

Official Certification

I, Ronda S. Cole, duly appointed and qualified Deputy City Clerk of the City of Gulfport, MS;
do hereby certify that the foregoing is a true and correct copy of:

Adoption of the 2012 Solid Waste Management Plan of the Harrison County as approved
at a meeting of the Mayor and City Council held on the 7th day of August, 2012. As such is
under my custody and care.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the City
of Gulfport, Mississippi, this 9th day of October, 2012.



Ronda S. Cole

Ronda S. Cole
Deputy City Clerk

10/9/12

Date

ADDENDUM TO HARRISON COUNTY SOLID WASTE MANAGEMENT PLAN 2012

(Effective October 1, 2017)

Notwithstanding anything to the contrary contained herein, with respect to garbage and rubbish collection, transport and disposal in the City of Gulfport, the following shall be applicable:

Effective October 1, 2017, the 1991 Solid Waste Agreement between the City of Gulfport and the Harrison County Utility Authority was terminated. While remaining a participant in the Harrison County Solid Waste Management Plan 2012 (herein "2012 Plan"), the City undertook the collection, transport and disposal of garbage and rubbish via a contractor separate and apart from the contractor utilized by the Harrison County Utility Authority.

SOLID WASTE COLLECTION AND TRANSPORT. Commencing October 1, 2017, and continuing thru September 30, 2023 (six (6) year term), garbage and rubbish shall be collected, transported and disposed of by Waste Pro of Mississippi, Inc. (Waste Pro), pursuant to the contract attached hereto as Exhibit "A", (herein "Gulfport/Waste Pro Contract"). As set forth more fully in the Gulfport/Waste Pro Contract, each residence or light commercial entity (without a dumpster) in the City of Gulfport is provided twice (2) per week collection using 95/96 gallon carts supplied by Waste Pro (residents and business owners may also place personally purchased retail carts at curbside for pickup). The resident or business owner is responsible for containerizing the waste and ensuring that the containers are placed at curbside on the appropriate collection day. Unlimited trash/rubbish collection is provided for in the Gulfport/Waste Pro Contract. The Gulfport/Waste Pro Contract includes collection from single-family dwellings and multi-family dwellings (up to four (4) units). Light commercial businesses may elect to be included in Waste Pro services.

DISPOSAL. As set forth in the Gulfport/Waste Pro Contract, all solid waste collected by Waste Pro in the City of Gulfport is disposed of in the same manner as solid waste in the area served by the Harrison County Utility Authority. There are no changes in the existing and approved disposal sites. Specifically, Gulfport solid waste shall be disposed of as follows: garbage to Pecan Grove Landfill, 9685 Firetower Road, Pass Christian, MS 39571 and other rubbish and waste to Coastal Recyclers Landfill, 14339 Hudson Krohn Road, Biloxi, MS 39532 and Firetower Landfill, 8280 Firetower Road, Pass Christian, MS 39571.

RECYCLING AND WASTE REDUCTION. All residential and commercial units covered by the City's waste collection service are also included in a curbside recycling program. This program provides each collection unit with at least one (1) (additional available upon request) 18 gallon bin from which recycling materials are collected and sorted at the curb one (1) day every other week. Waste Pro may allow the use of other or additional recycle collection bins or carts

EXHIBIT

tabbies

B

to facilitate and encourage participation in the recycling program. Materials included in the curbside recycling program include newspapers, magazines, glass bottles and jars, metal cans, and plastic drink containers. The Gulfport/Waste Pro Contract provides for a \$25,000/year educational effort to encourage and promote recycling and other waste reduction practices in the City and Harrison County.

BILLING. City residents and commercial units covered by the City's waste collection service pay for solid waste collection and disposal services (including recycling) on their water/sewer utility bill. The number of "contractual units" for the first year of the Gulfport/Waste Pro contract is 24,533. The City shall pay Waste Pro directly for collection, transport and disposal of solid waste, as required by the terms of the contract.

BINDING EFFECT. The changes to the 2012 Plan set forth herein are not material changes. Except as set forth herein, the 2012 Plan shall remain in full force and effect.

**RESIDENTIAL AND LIGHT COMMERCIAL SOLID WASTE, TRASH WASTE AND
RECYCLE MATERIAL COLLECTION AND DISPOSAL SERVICES CONTRACT
BETWEEN THE CITY OF GULFPORT AND WASTE PRO OF MISSISSIPPI, INC.**

THIS CONTRACT made this 27th day of July, 2017, by and between the City of Gulfport, Mississippi, hereinafter referred to as the "City", and Waste Pro of Mississippi, Inc., hereinafter referred to as the Contractor,

WITNESSETH:

WHEREAS, the Contractor did on the 31st day of May, 2017, submit a proposal for collection and disposal/processing of garbage waste, trash waste, and recycle material within the corporate limits of the City of Gulfport, Mississippi, and to perform such work as be incidental thereto; and

WHEREAS, the Contractor submitted a best and final cost proposal on July 6, 2017.

Now, therefore, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. **SCOPE OF WORK.** The Contractor is hereby granted, within the Service Area of the City of Gulfport, Mississippi (City), a contract to perform certain services relative to garbage/trash/recycle material collection, transport, and disposal, and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide garbage waste, trash waste and recycling collection/processing services as specified and to perform all of the work called for and described in the Contract Documents. This Contract shall not constitute a franchise; nor shall the same be deemed or construed as such.
2. **CONTRACT DOCUMENTS.** The contract documents shall include the documents set forth in this paragraph. The said documents are hereby expressly incorporated herein as if set forth verbatim in this contract. Where this Contract differs from the Request for Proposals, any duly issued Addenda or the Contractor's proposals, this Contract shall govern. The Contract Documents are as follows:
 - A) This Contract
 - B) Request for Proposals
 - 1) Legal Notice
 - 2) Instructions to Proposers
 - 3) Conditions and Specifications
 - 4) Proposal Form
 - 5) Proposed Agreement

**EXHIBIT A
TO ADDENDUM**

- C) Proposal Form
 - 1) Initial Submittal – submitted with proposal on May 31, 2017
 - 2) Final and Best Submittal – dated July 6, 2017
 - D) Other Proposal Documents submitted by Contractor;
 - E) Payment Bond
 - F) Performance Bond
 - G) Any addenda issued by the City
 - 1) Addendum No. 1
 - 2) Addendum No. 2 (with Exhibits A and B)
 - 3) Addendum No. 3
 - H) The resolution by the City authorizing the execution of this document.
3. **STRICT COMPLIANCE.** All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor. The Contractor agrees to perform this Contract in accordance with the terms thereof, and that no amendment to this Contract shall be made except upon written amendment executed by the parties. No amendment shall be constructed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. **CONDITIONS AND SPECIFICATIONS.** The Conditions and Specifications for this Contract are set forth in Exhibit "A" hereto. Exhibit "A" is the Conditions and Specifications as found in the Request for Proposals as amended by any duly issued Addendum, the Contractor's proposal or negotiated agreements of the parties.
5. **ADDITIONAL CONDITIONS.** This Contract is entered into subject to the following conditions:
- a) The Contractor shall procure and keep in full force and effect throughout the term of this contract all of the bonds and insurances policies specified in, and required by, the contract documents.
 - b) Neither the Contractor nor the City shall be liable for the failure to perform their duties if such is caused by a catastrophe, riot war, act of God, or other similar or different contingency beyond the reasonable control of the Contractor and /or the City.
 - c) The conditions and specifications contained in this Contract shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state, or federal law. In the event any provision, or portion thereof, of any contract document shall be found to be invalid or unenforceable, then such provision, or portion thereof, shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion of the contract documents.
 - d) The laws of the State of Mississippi shall govern the rights, obligations, duties and liabilities of the parties to this Contract. Any and all legal or equitable actions necessary

to enforce this Contract shall be held and maintained solely in the state courts in and for Harrison County, Mississippi. Venue shall lie exclusively in Harrison County.

- e) Nothing in this Contract shall be interpreted or construed to mean that the City waives its common law or other immunity or any limits on liability set forth in the Mississippi Tort Claims Act.

f) Solid Waste shall be disposed of as follows: Garbage to Pecan Grove Landfill, 9685 Firetower Road, Pass Christian, MS 39571 and other rubbish and waste to Coastal Recyclers Landfill, 14339 Hudson Krohn Road, Biloxi, MS 39532 and Firetower Landfill, 8280 Firetower Road, Pass Christian, MS 39571. The Contractor understands that it shall deliver solid waste in such a manner as to comply with the spirit of certain solid waste disposal contracts to which the Harrison County Utility Authority is a party. Copies of those contracts may be obtained from the City upon request. Only in the event of extenuating circumstances which are beyond the control of the Contractor and which prohibit the use of the aforementioned landfills may the Contractor utilize other landfills on a temporary and short term basis.

- 6. **CONTRACTUAL UNIT RATE.** The total Contractual Unit rate of \$14.36/contractual unit has been established to include the rate of \$12.67/contractual unit for the Scope of Work outlined in paragraph 1 herein, plus the current disposal fee of \$15.00/ton. This disposal fee can be revised as provided herein and by addendum should the disposal fee need to be changed to align with the disposal fee paid by the Harrison County Utility Authority to its contractor who provides landfill disposal services for garbage waste. To the extent allowed by law, the Contractual Unit rate may also be adjusted annually to reflect the lesser of changes in the Consumer Price Index (CPI) for water, sewer and garbage for the City area as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics or three percent (3%).
- 7. **CONFLICT OF INTEREST.** The Contractor declares that neither the Mayor, nor any City Council member, nor any other City official or employee holds a direct or indirect interest in this Contract. The Contractor pledges that it will notify the City in writing should any City official become either directly or indirectly interested in this Contract. The Contractor declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the City, or to pay anyone else for the benefit of any official or employee of the City any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly to any official or employee of the City or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

8. **TERMINATION.** Either party may terminate this Contract if the other party fails to perform any of its material obligations hereunder and, upon written notice of the failure to perform its material obligations ("Default Notice"), does not cure said failure within thirty (30) days of the Default Notice. All terms and conditions of this Contract shall be considered material and failure to perform any of said terms and conditions on the part of either party shall be considered a breach of this Contract. Should either party fail to perform any of the said terms or conditions and not cure its breach within thirty (30) days of the Default Notice, the other party shall have the right to terminate the Contract and all other rights available at law or in equity. Nothing herein shall prohibit the City from imposing liquidated damages as set forth herein in lieu of termination for certain delineated defaults or from seeking termination of the contract based on defaults for which liquidated damages have been claimed so long as the Contractor has not cured the default within thirty (30) days of the Default Notice. The termination shall take effect as of the date specified by the non-defaulting party but, in no instance shall be prior to thirty (30) days from the Default Notice. Upon termination, the non-defaulting party may cure the default at the expense of the non-defaulting party, and have recourse to any other right or remedy to which the non-defaulting party may be entitled under this Contract, at law or in equity. If the City is forced to provide a Default Notice for a breach of a material obligation three times, the City may terminate this Contract without notice for a fourth breach of that material obligation.
9. **WARRANTY.** The Contractor warrants that any equipment and products provided hereunder shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Proposals. The Contractor warrants that all equipment and products provided hereunder shall be furnished in good and working condition. If the Contractor is notified in writing by the City of any faulty Contract items furnished by the Contractor, the Contractor shall, at the City's option, either (i) perform again the relevant service to correct such default, defect or error, at no additional cost to the City; or (ii) refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous service, including any costs for re-provision of the relevant service by other contractors. The Contractor warrants that all products provided by the Contractor shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Request for Proposal.
10. **PAYMENT & PERFORMANCE BONDS.** Contractor will furnish payment and performance bonds as security for the faithful performance of this Contract, said bonds to be executed by a responsible and recognized surety company who is acceptable to the City and is licensed and authorized to do business in the State of Mississippi. Bonds will be provided and signed by the Contractor in the form included herein and made part of this Contract. The payment and performance bonds will be furnished to the City annually by the Contractor for each

year of this Contract or renewal term and shall guarantee performance of this Contract and payment for all materials and labor by the Contractor. The amount of the bonds for the first year shall be equal to the monthly Curbside Collection Services unit price times the estimated Unit Count determined by the City. The amount of the payment and performance bonds for each of the following twelve (12) month periods shall equal 100% of the amount paid to the Contractor by the City during the twelve (12) month period immediately preceding such period.

11. **CLAIMS, LIABILITY AND INDEMNITY.** The Contractor shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent, reckless or willful acts, errors, or omissions of the Contractor, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The Contractor agrees that it will indemnify and hold the City, its elected officials and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the City arising from the negligent, reckless or willful acts, errors, or omissions of the Contractor, its agents, servants and/or employees in the performance of this Contract, and the Contractor will carry sufficient general liability insurance to provide the above indemnification. Only to the extent allowed by law and without waiving any immunities available to it, the City agrees that it will indemnify and hold the Contractor, its officers, agents and employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the Contractor arising from the negligent, reckless or willful acts, errors, or omissions by the City, its officials, employees, agents or representatives in the performance of its obligations under this Contract. The indemnities set forth herein shall survive the expiration or termination of this Contract.
12. **ATTORNEY'S FEES.** If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract, the prevailing party shall be entitled to recover from the Contractor reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the City may be entitled.
13. **SAFETY MEASURES.** The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the Contractor shall post signs warning against hazards in and around the site where the Contractor is furnishing Contract Items.

14. FAMILIARITY WITH THE CONTRACT ITEMS. The Contractor, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The City will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.
15. ENTIRE AGREEMENT. This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.
16. PERMITS, LICENSES AND CERTIFICATES. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.
17. FIRE, THEFT, LOSS. The Contractor is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor unless such damage or loss is caused solely by the negligence of the City.
18. CONTRACTING AUTHORITY. The persons executing this Contract on behalf of the City and the Contractor hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.
19. OPPORTUNITY FOR REVIEW. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.
20. SECTION HEADINGS. The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

21. NOTICES. All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

To: Chief Administrative Officer, City of Gulfport, MS
P.O. Box 1780
Gulfport, MS 39502
Facsimile number: 228-868-5800

To: Waste Pro of Mississippi, Inc.
4205 Beasley Road
Gautier, MS 39553
Facsimile number: 407-869-8884

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

22. SEVERABILITY. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

23. NO CONSENT TO BREACH. No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default,

irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

24. FACSIMILE; PDF SIGNATURES. Execution and delivery of this agreement and all agreements entered into in connection with the transaction set forth herein (the "Collateral Agreements") by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this agreement and Collateral Agreements by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

25. PERFORMANCE DATE. The agreed upon "Performance Date" for commencement of this Contract is the 1st day of October, 2017. Notwithstanding, certain duties and responsibilities under this Contract require action by the Contractor prior to October 1, 2017. The obligation to undertake those duties and responsibilities commences upon execution of this Contract.

IN WITNESS WHEREOF, the City of Gulfport and the Contractor have executed this Contract as of the day and year written above.

CITY OF GULFPORT, MISSISSIPPI:


Billy Hewes, Mayor

Attest 

Linda Elias, City Clerk

WASTE PRO OF MISSISSIPPI, INC.


Tim Herman
Chief Operating Officer

Attest 

Malenio Velez
Steve Bubert

EXHIBIT "A"

CONDITIONS AND SPECIFICATIONS

1.0 DEFINITIONS

For purposes of the Contract, the following definitions shall apply:

- 1.01 *Bags* – Plastic sacks designed to store garbage and refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 *Bulky Waste* - Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture and other waste material other than Construction Debris, Dead Animals, Hazardous Waste or Stable matter with weights or volume greater than those allowed for carts. To be disposed of under the terms of the Contract, all air conditioners and refrigerators must have a tag that certifies chlorofluorocarbon "CFC" has been removed.
- 1.03 *Business Day* - A business day is considered every official working day of the week. For purposes of this Contract, official working days are Monday thru Saturday excluding contractual holidays.
- 1.04 *Charges* – the product of the rates times the number of Contractual Units applicable during any Contract year.
- 1.05 *City* – City of Gulfport, Mississippi.
- 1.06 *Construction Debris* – Waste building materials resulting from construction, remodeling, repair or demolition operations by a contractor or home owner/contractual unit operation, except materials resulting from construction, remodeling, repair or demolition performed by the home owner/contractual unit occupant that can be placed for collection in the cart provided by the Solid Waste Contractor as set forth herein.
- 1.07 *Contractor* – See Solid Waste Contractor.
- 1.08 *Contractual Unit* – A dwelling within the corporate limits of the City of Gulfport occupied by a person or group of persons comprising not more than four families. A Contractual Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A Contractual Unit shall include, but not be limited to, all residences, apartments units, condominium units, mobile homes, duplexes, triplexes, or light commercial units not to exceed four (4) garbage carts per service pickup and any other addresses agreed upon by contractual parties. Any Contractual Unit exceeding four (4) carts per service pickup is required to have a commercial dumpster and will not be included as a Contractual Unit hereunder. Mobile home parks may elect to provide a commercial dumpster or have each mobile home counted as a separate Contractual

Unit. Whether of single or multilevel construction, structures consisting of eight or less contiguous or separate single-family dwelling units, shall be treated as a Contractual Unit, except that each single-family dwelling within any such Contractual Unit shall be billed separately as a Contractual Unit. A Customer shall occupy a Contractual Unit.

- 1.09 *Curbside Container* – A cart or bin provided for transport of solid waste or recyclables by the Contractual Unit from residence/commercial entity to the curbside.
- 1.10 *Dead Animals* – Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.11 *Disposal Site* – A solid waste depository, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses permit or approvals to receive solid waste for processing or final disposal.
- 1.12 *Garbage* – Every non-hazardous waste accumulation including, but not limited to, food matter, paper, clothing, consumer product packaging, disposable diapers, office supplies, cosmetics, glass and metal food containers.
- 1.13 *Hazardous Waste* – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline paint and Solvents. Empty paint/dry cans and biohazardous materials (medical waste) are excluded from this definition.
- 1.14 *Landfill* – a disposal site for disposing of municipal solid waste and/or trash waste
- 1.15 *Light Commercial* – A business entity within the service area which generates no more than one and one half (1 ½) cubic yards of solid waste per week.
- 1.16 *Materials Recovery Facility "MRF"* – A specialized plant that receives, separates and prepares recyclable materials for sale to end-user manufacturers. It is important that the materials which come out of the MRF are clean, properly sorted and relatively free of impurities.
- 1.17 *Occurrence* – A complaint, environmental event, safety incident, service matter, request for service or circumstance involving a communication from or on behalf of a contractual unit.

- 1.18 *Occupant* – The person or persons exercising direct control over a premises, whether as owner, owner's agent, lessee, or renter.
- 1.19 *Recyclable Material(s)* – Those materials which are collected by Contractor for recycling, including paper, glass, aluminum cans, metal cans, plastics, or any other material for which recycling is an economically and/or environmentally preferable alternative to disposal. These materials can be sold in a spot or future market for processing and use or reuse. Each material shall retain its own identity and be kept separate. Recyclable materials may also be called "*Recycle Material(s)*".
- 1.20 *Rubbish* – Furniture, printed material, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other such products such as for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances, and any or all other waste material not included in the definition of bulky waste and construction debris.
- 1.21 *Service Area* – those areas within the corporate limits of the City of Gulfport .
- 1.22 *Solid Waste* – All putrescible and non-putrescible discarded materials, including, but not limited to, garbage, trash, yard waste and construction debris. For purposes of this Contract , solid waste does not include hazardous waste, biohazardous materials (medical waste) or recycle material.
- 1.23 *Contractor* – The person, corporation or partnership performing garbage collection, recycle materials collection and rubbish collection under contract to City. Referred to herein as "Contractor" or "Contractor".
- 1.24 *Trash Waste* – Waste that consists of Rubbish Waste, Bulky Waste, Yard Waste, and White Goods.
- 1.25 *White Goods* – Appliances such as refrigerators, tagged to indicate refrigerants have been removed by a certified technician in conformance with the Clean Air Act, water heaters, washers, and dryers.
- 1.26 *Yard Waste* – All wood waste, wood products, wood chips trees, tree limbs, bagged leaves bagged leaves, bagged sawdust, bagged grass clippings, bagged pine cones, bagged pine straw, and shrub trimmings, Christmas trees, dead plants, weeds and straw. Yard Waste does not include any of the above that has been created by a third party contractor, as it is the responsibility of said third party contractor to arrange and pay for the removal of said waste.

2.00 SCOPE OF SERVICES

The services provide under this Contract shall consist of the collection and transportation for proper disposal and disposal of solid waste and trash waste from Contractual Units and the collection and processing of recyclable materials from Contractual Units all within the Service Area of the City. The services include, but shall not be limited to, the provision of curbside containers, solid waste trucks, recycling trucks, labor dispatching, curb side collection, hauling, disposal, and sale of recyclable materials. The Contract shall provide all the supervision, materials, equipment and labor necessary to satisfactorily perform said services in accordance with the Contract Documents.

The Contractor shall prepare and present, at its sole expense, a community education plan that focuses on recycling and proper waste disposal within the City of Gulfport. To the extent that the City's Solid Waste Plan requires a community education plan, the Contractor shall ensure that the community education plan complies with the City's Solid Waste Plan and with the requirements of the applicable laws of the State of Mississippi. Contractor shall expend \$25,000 per annum on the community education plan.

The Contractor shall bear all costs and responsibility for the preparation of the Solid Waste Management Plan required of the City by *Miss. Code Ann. § 17-17-227*. The Contractor shall deliver said plan, which shall be prepared in full compliance with the applicable laws of the State of Mississippi, including, but not limited to *Miss. Code Ann. 17-17-201, et seq.*, to the City on or before December 31, 2017 or at a deadline set by DEQ, whichever is sooner, for review and approval by the City. The City shall be responsible for the submittal of the plan to the appropriate entities for review and approval.

3.00 COLLECTION

3.01 Service Provided

- (a) Contractor shall perform at the rates quoted for those services described by quoted item(s) in Contractor's Proposal and selected for award by the City under this Contract.
- (b) The Contractor shall only provide service for one (1) curbside container for solid waste (95/96 gallon cart) and one (1) curbside container for recycle material (18 gallon bin) for each Contractual Unit, as supplied by the Contractor under this Contract. Additional carts shall be serviced only upon request. Upon request, one additional bin shall be provided to a Contractual Unit by the Contractor at no additional cost to the Contractual Unit. A second or greater additional bin shall be serviced only upon request.
- (c) The Contractor shall provide twice weekly garbage collection and disposal service, every other week recycle material collection and disposal, and unlimited trash/rubbish collection and disposal as defined in this RFP. The Contractor shall

not be responsible to provide for the collection of trash wastes generated by any third party contractor including, but not limited to, any tree services contractor, utility service company or rental unit clean up service company, including but not limited to bulky wastes, construction debris, rubbish wastes, and/or white goods.

- (d) No services are to be provided under this Contract, except as specified in this Contract and the executed Contract Documents.

3.02 Curbside Containers

- (a) **Recycle Container.** The Contractor shall provide and maintain for each Contractual Unit one (1) curbside container for recycle material (18 gallon bin). Upon request, one additional bin shall be provided to a Contractual Unit by the Contractor at no additional cost to the Contractual Unit. A second or greater additional bin shall be serviced only upon request and direct payment by the Contractual Unit to the Contractor. All recycle containers shall be of similar size/color throughout the Contract period to insure that only recycle containers provided under this Contract are serviced by the selected Contractor. At the Contractor's option, a Contractual Unit may be allowed to provide it's own recycle material bin or cart, if preapproved, by the Contractor at no additional cost to the City. The City will not restrict bin type or sizes placed by the Contractor when they are placed as "reasonable accommodations" under the Americans with Disabilities Act, or other similar laws.
- (b) **Solid Waste Container.** The Contractor shall provide and maintain for each Contractual Unit one (1) 95 or 96 gallon plastic cart on wheels with interlocking plastic lid capable of being wheeled to the curb full of garbage by a Contractual Unit and being dumped mechanically or manually into the Contractor's collection truck. All garbage carts shall be of similar size/color throughout the Contract period to insure only garbage carts provided under this Contract are serviced by the selected Contractor. The City will not restrict cart type or size placed by the Contractor when they are placed as "reasonable accommodations" under the Americans with Disabilities Act, or other similar laws. The City requires the Contractor to meet affirmatively the Contractual Unit's needs, to the extents required by law, when a disability covered under the act is evidenced to the Contractor. To the extent a Contractual Unit purchases a retail cart that can be safely and efficiently emptied by Contractor, Contractor shall be disposed of by the Contractor. Should the Contractor determine in its sole discretion that a retail cart cannot be safely and efficiently emptied, the Contractor shall provide notice to the Contractual Unit.
- (c) Contractor shall provide, maintain, repair and/or replace all curbside containers for recycle material and solid waste for all contractual units serviced under this Contract through the life of this Contract. The costs for these services shall be incorporated into the proposal and shall include delivery and pickup to/from the Contractual Units. The Contractor may charge a Contractual Unit for carts intentionally damaged by the customer. At the end of the term of the Contract, ownership of the carts and bins may be vested in the City upon request.

- (d) Residential Contractual Units are required to place all curbside containers for collection at a point not more than four (4) feet from the edge of the pavement on a public street or alley and at a point convenient and accessible to the collection crews.
- (e) The Contractor shall be responsible for the collection and removal of all its contractor-supplied curbside containers from all Contractual Units at the end of the contract. Such collection and removal shall be coordinated with the City to insure that garbage and recycle collection services are not interrupted.
- (f) The Contractor shall provide a curbside container inspection plan to the City for approval at least thirty (30) days in advance of the performance date of this Contract. The plan contemplated in this paragraph shall set forth the Contractor's process to inspect existing carts and bins in the City to ensure that all are in proper working order no later than sixty (60) days following the commencement of services under this Contract, and where not in working order, replace the same with a cart/bin of the appropriate size. The plan contemplated by this paragraph shall ensure that Contractual Units with missing carts/bins shall be provided carts/bins no later than five (5) days from the date the cart/bin is learned to be missing.
- (g) A curbside container collection and removal plan must be submitted to the City for approval at least ninety (90) days prior to the end of this Contract.
- (h) The City reserves the right to withhold 10% of the final monthly payment, as set forth herein, from final monthly payment until curbside container collection/removal has been completed in accordance with the approved collection and removal plan.
- (i) In the event the Contractor should replace, *en masse* (ie, in totality), the garbage carts and/or recycle bins required herein, then the replacement carts and/or bins shall be equipped with RFID chipping.

3.03 Collection Hours – Collection of all material governed by this Contract shall not start before 6:00 A.M. or continue after 8:00 P.M. on the same day. Exceptions to collection hours shall be effective only upon mutual agreement of the City and the Contractor. The Contractor shall not require Occupants to place containers curbside prior to 5:30 A.M. The Contractor may collect garbage and recycle material on any day of the week except Sunday.

3.04 Collection Routes and Days – Prior to initiation of services, collection routes and collection days shall be established by the Contractor and approved by the City, which approval shall not be unreasonably withheld. Once approved, the Contractor shall publish at its expense at least 14 days prior to the initiation of services and then annually each subsequent calendar year no later than October 1st, a map(s) of collection routes in the Sun Herald Newspaper. The Contractor shall provide the City with Proof of Publication. The published map shall be of such size to show clearly all pertinent information. The Contractor shall provide the City with an electronic file of all routes in a format acceptable to the City. The Contractor may from time to time propose to the City for approval, changes in routes or days of collection. Upon approval by the City, the

Contractor shall promptly give, at its expense, written and published notice to all affected Contractual Units at least 14 days prior to approval of route changes.

3.05 Holidays – The following shall be holidays for purposes of this Contract:

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

The Contractor will either suspend or re-schedule collection service for each holiday.

The Contractor shall be responsible for notifying the City and publicizing the changes in the collection schedule due to the observance of the holidays. Proper publicizing includes the purchasing of advertising from newspaper serving the affected area, public service announcements on local television stations, local radio stations and social media. The Contractor shall notify the City three (3) weeks in advance of holiday service by letter and email and shall provide "Proof of Publication" to the City. All publicizing shall be done prior to each holiday to provide sufficient notice to the Public prior to the change in the collection schedule.

3.06 Complaints – Unless otherwise mutually agreed in writing, all service complaints shall be made directly to the City. The City shall, within 3 business hours of receipt of such complaints relay the same to the Contractor which shall give such complaints prompt and courteous attention. The Contractor shall publicize the City's complaint number (311). An employee of the Contractor shall be available to receive complaints from the City via telephone and/or email between the hours of 7:00 A.M. and 7:00 P.M. on Monday through Saturday, excluding permitted holidays. The Contractor's telephone lines shall be equipped with a message machine during hours in which the Contractor's office is closed. Prior to Contract start-up, the Contractor shall provide a plan, acceptable to the City, for how they propose to handle "After Hour Complaints" that are received via voicemail or message machine. The Contractor shall be required to use the City's *City Works* program for the recording, tracking and reporting of all complaints, requests, and occurrences. The City shall provide up to three (3) seats/licenses to the selected Contractor for their use. Additional seats/licenses may be purchased through the City. All data and licenses shall belong to the City. Equipment/facilities necessary for the Contractor to use provided software shall be provided/maintained by the Contractor. The City shall provide up to eighty (80) hours annually of training and technical support on use of the *City Works* program, as it relates to require recordkeeping. Support beyond eighty (80) hours per year shall be provided at an hourly rate of fifty dollars (\$50.00) per hour. The City is not responsible for technical support of the Contractor's equipment/facilities.

3.07 RECORDS/RECORD KEEPING/REPORTING

The Contractor is expected to keep and maintain all records required under this Contract throughout the terms of this Contract and for an additional two (2) years following the conclusion of this contract. The records shall be maintained in a format approved by the City. Records shall be maintained in a complete, accurate and up-to-date manner to accurately represent all information required by this Contract.

Reports shall be provided to the City by the Contractor, in accordance with the requirements of this Contract. Reports shall be transmitted with transmittal cover letter to the City in both electronic and hard copy format.

Reports and records shall include, at a minimum, those listed below. Additional records and reports may be required, as deemed reasonable and appropriate by the City.

Weekly Report for Calls/Complaints – The Contractor shall maintain daily up to date call/complaint log and submit it to the City on a weekly basis with the following information relative to the resolution of complaint:

- a. Date/time call/complaint received
- b. Name and address of complainant
- c. Nature of call/complaint
- d. Date call/complaint resolved
- e. How the call/complaint was resolved

Monthly Recycle Report - The selected Contractor shall be required to track recycle collection, processing and disposition and provide monthly reports to the City. Reports shall include the following, as a minimum, unless otherwise approved by the City: Total monthly contractual unit recycle participation, by service route; total monthly recycle weight/volume, by service route; total monthly weight/volume recycled, including breakdown of disposition of material recycled and where material was sent; and total monthly weight/volume contaminated recycle waste disposed. Recycle report shall be provided in an electronic, Excel spreadsheet format. The Contractor shall work with the City to provide reports in a presentation format acceptable to the City. All records shall be tracked and maintained as described elsewhere in this document.

Monthly Report on Outstanding/Unresolved Complaints – The selected Contractor shall provide a report to the City that identifies any and all unresolved complaints at the end of each calendar month. Actions required to resolve each complaint shall be identified in the submitted report.

Monthly Disposal Delivery Reports – The selected Contractor shall provide a report that identifies the date and truck ID# for all waste deliveries (collected/transported in accordance with this Contract) to City-authorized disposal sites.

Monthly Report on Requests for Second Carts – The selected Contractor shall provide a report that identifies the name and address of all requests submitted for a second cart service. Confirmation of payment and delivery of the cart shall be included in the monthly report.

Other Reports, as required – The City reserves the right to request other reports, as may be reasonably required, to provide complete and timely information with regard to the performance of this Contract.

3.08 LIQUIDATED DAMAGES TO ASSURE ACHIEVEMENT OF PERFORMANCE STANDARDS

Purpose of Liquidated Damages – The purpose of Liquidated Damages is to assure the Selected Contractor has met achievement and incentive standards for performance in the contractual service and that the City has applicable benchmarks to measure Contract performance standards. Liquidated Damages, as set forth herein, are intended as stipulated damages, not as penalties.

Performance Standards – It shall be the duty of Contractor to perform and execute the scope of this Contract in accordance with the standards established by the contract documents, including, but not limited to the RFP, the Contract, the Contractor's proposal, as well as any other documents incorporated into the Contract. This Contract recognizes that there could be, from time to time, factors that may prevent the regularly scheduled execution of the Contractor's duties under this Contract. It is the Contractor's responsibility to identify and remedy any and all failures to perform under this Contract.

The City recognizes that problems may arise from time to time during the performance of this Contract. The City expects and requires the Contractor to correct all such problems in an appropriate and timely manner. For purposes of this Contract, timely response shall be categorized and defined below. It should be noted that it is not the responsibility of the City, or the customers to advise the Contractor of their failure to perform. It is the Contractor's responsibility to fulfill its responsibilities required by this Contract whether they are notified of deficiencies in performance or not. The City shall advise the Contractor when it becomes aware of deficiencies in the Contractor's performance as a convenience and not as a duty.

- a. Twenty-Four (24) Hour Correction Period. The following problems, should they occur, should be corrected within 24 hours of when they were required to be performed. If not corrected within that time frame, at the sole discretion of the City, the Contractor may be required to pay, as liquidated damages, one hundred dollars (\$100.00) per occurrence for each 24-hour period that the problem is not corrected.
 - I. Failure by Contractor to place garbage cart and bin out of the traveled right-of-way;
 - II. Failure to cover material on collection vehicle(s);
 - III. Failure to display Contractor's identification on equipment or vehicles;
 - IV. Failure to complete route to collect garbage, trash waste or recycling material in accordance with this Contract and approved schedules;
 - V. Failure to pick up single site garbage, trash waste or recycle material in accordance with approved collection schedule (may be assessed for each Contractual Unit along a missed route);
 - VI. Failure to maintain clean, safe and sanitary collection equipment;
 - VII. Failure to initiate clean-up of litter debris that was generated by the Contractor's vehicle;

- VIII. Failure to cleanup and transport spills or leaks (garbage, liquid, fluids or soil) within 4 hours of the spill;
- IX. Failure to repair or replace damaged/lost cart and recycle bins/containers within twenty-four (24) hours of request, not including Sundays and Holidays.
- X. Failure to provide cart and/or recycle container to new customer within twenty-four (24) hours of request, not including Sundays and Holidays;
- XI. Failure to deliver residential solid waste or recycle material collected pursuant to this Contract to the appropriate facility as required herein, (Contractor shall also be responsible for any liquidated damages levied by the disposal facilities and/or the Mississippi Department of Environmental Quality against the City for the Contractor's failure to deliver such residential solid waste to the designated disposal facility).

b. No Correction Period. At the sole discretion of the City, the Contractor may be required to pay, as liquidated damages, two hundred and fifty (\$250.00) per occurrence for each of the following:

- I. Changing route or route days without approval from the City;
- II. Failure to submit accurate, complete, and up-to-date the Weekly Report for Calls/Complaints by the second working day of the following week;
- III. Failure to submit accurate, complete, and up-to-date the Outstanding/Unresolved Complaint Report by the fifth (5th) working day of the following month;
- IV. Failure to submit accurate, complete, and up-to-date Monthly Report on Requests for Second Carts by the fifth (5th) working day of the following month;
- V. Failure to submit an accurate, complete and up-to-date Monthly Recycle Report by the fifth (5) working day of the following month;
- VI. Failure to submit an accurate, complete and up-to-date Monthly Disposal Delivery Report by the fifth (5) day of the following month;
- VII. Failure to submit accurate, complete and up-to-date reports, as may be reasonably required by the City;
- VIII. Failure to provide proper public/customer notifications, as required;
- IX. Leakage of hydraulic fluids, oil or other liquids from vehicles provided by the Contractor. Loss of retainage shall be administered for each street in which a leak has been identified. Recurrence of leakage on more than one occasion for any roadway, or by the same vehicle, shall be cause for increasing the retainage loss by \$500 for each subsequent event during a 3-month period. Contractor will be responsible for all costs associated with any spill including a third party emergency clean up contractor;
- X. Failure to maintain contract-required office hours (Monday through Saturday);
- XI. Failure to staff and maintain local telephones Monday through Saturday and after hours answering service, as required;
- XII. Failure to initiate clean-up of any spill/leakage within two (2) hours of becoming aware of the spill/leakage or being notified by phone, email, text or verbally of the spill/leakage, whichever occurs first.
- XIII. Failure to insure that equipment, vehicle or operators is/are properly licensed or tagged;

- XIV. Failure to provide approved schedules and/or route maps to the City , as required;
- XV. Failure to record customer complaints/messages into the City's *City Works* Program within four business (4) hours of the Contractor's notification of complaint;
- XVI. Failure to record and maintain accurate, complete and up to date complaint log within the City's *City Works* program;
- XVII. Failure to maintain written, up-to-date documentation of fleet maintenance services, including inspections and repairs.
- XVIII. Littering caused by failure to properly cover vehicles transporting waste materials;
- XIX. Failure to notify the City of any failure to complete route or schedule service day. Notification must be provided on day failure occurs;
- XX. Failure to provide requested documents and reports in a timely and accurate manner as consistent with the Request for Proposals.
- XXI. Failure to provide a vehicle with GPS tracking.
- XXII. Failure to maintain GPS records for each vehicle, as required under Section 3.09.

Disposition of Quarterly Liquidated Damages Amount Audit Review – The City shall quarterly prepare a report measuring performance relative to benchmarks identified in Section 3.08 a. and 3.08 b. for the purpose of determining imposition of liquidated damages to be assessed, to be known as Contractor's Quarterly Audit Report.

Measurement of Performance Related to Performance Standards Quarterly Audit Report – City shall cause to be performed quarterly any necessary audit and review required for it to measure and document in the Quarterly Audit Report performance of the Contractor in the past quarter of the Contract year relative to the performance standards for the purpose of determining imposition of liquidated damages as provided herein. City shall cause such Quarterly Audit Report to be completed within 30 days of the end of the audited quarter and a copy thereof shall be provided to the Contractor for review and comment. The recommended imposition of liquidated damages during the past quarter shall be included in the report. The Contractor shall review the City's Quarterly Audit Report and within fourteen days of its receipt, provide any comments and discuss any items as desired with Public Works Director. The Public Works Director shall consider all comments and modify Quarterly Audit Report, if appropriate.

Payment of Liquidated Damages -The recommended imposition of Liquidated Damages during the past quarter of the period of the Quarterly Audit Reports shall be determined and reported by the Public Works Director to the Gulfport City Council for its consideration and approval. Recommendations for liquidated damage shall be solely based upon the Performance Standards listed in Section 3.08.a. and Section 3.08. B. of the Conditions and Specifications of this Request for Proposal. Liquidated damages imposed on the Contractor for the quarter of the year period computed according to the Performance Standards shall be paid to the City within fourteen (14) days after the Quarterly Audit Report is presented and approved by the Gulfport City Council.

Mitigation of Deductions for Performance Deficiencies - Force Majeure, delays caused by rain or severe weather conditions, or other events beyond the control of the

Contractor that directly cause the Contractor not to meet response time of the Contract's Performance Standards shall not be included in measuring performance or shall be adjusted to account for such uncontrolled delays.

Disagreements as to Liquidated Damages - Any dispute concerning Contractor's performance and imposition of Liquidated Damages shall first be considered by the Public Works Director and the Contractor. If Contractor disagrees with the proposed Liquidated Damages to be imposed by the City as submitted through the Quarterly Audit Report to the Gulfport City Council, Contractor may request, in writing the matter be reconsidered by the Gulfport City Council at its next regular meeting. Written request shall provide basis for Contractor's disagreement with the recommendation of the Quarterly Audit Report.

- 3.09 Collection Equipment -The Contractor shall utilize collection vehicles approved by the City for the collection and disposal of garbage, trash waste, and recyclable materials. Garbage collection vehicles shall be "rear load". The Contractor, in lieu of or in addition to new collection vehicles, may use collection vehicles that are not more than fifteen (15) years old for the collection and disposal of garbage, trash waste, and recyclable materials. Rented collection vehicles are also acceptable for a limited period of time if delivery of new trucks is not possible within the time limits found herein. All collections vehicles, no matter whether new or used, shall be maintained in good working condition. All vehicles shall be equipped with camera systems and GPS systems that can track and record the vehicle while in service. Contractor to provide service verification by GPS or video within four (4) business days of a request by the City. Vehicles utilized by Contractor shall be so covered, secured or sealed that there will be no loss during haulage or to cause littering of streets and highways, or cause a nuisance or hazard to the public health.

All vehicles utilized by Contractor shall be maintained in a safe and clean operating condition, and the City, at its convenience may inspect such vehicles and review maintenance schedules consisting of daily inspections, routine maintenance records and vehicle repair records.

- 3.10 Emergency Plan - No later than 30 days prior to the beginning of the Contract period, the Contractor shall provide an Emergency/Natural Disaster Plan that outlines, at a minimum, the Contractor's approach to the following:
- Operational Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;
 - Operational Plan for post disaster restoration of solid waste collection services;
 - Fleet/Equipment Management Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;
 - Fleet/Equipment Management Plan for post disaster restoration of solid waste collection services;
 - Labor/manpower Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;
 - Labor/manpower Plan for post disaster restoration of solid waste collection services.

4.0 OPERATION

- 1.01 Office – The Contractor shall maintain an office at a reasonably accessible location within the boundaries of the lower six counties of the State of Mississippi (Hancock, Harrison, Jackson, Pearl River, Stone, George counties). Unless otherwise approved by the City in its discretion, the office shall open during the hours of collection on each day collection services are to be performed in the service area by the Contractor. The office shall be adequately staffed to accommodate the transaction of business and the registering of complaints by customers in person and by local telephone call to such office. Failure to maintain an office in accordance with this paragraph shall be considered just cause for termination.
- 1.02 Hauling – All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented. The Contractor shall maintain communication from its office with all hauling units (trucks) at all times these trucks are in operation. Solid Waste Contractor will be required to have a Driver/Operator Spill Response Standard Operating Procedure/Policy for Oil/Fluid/Solid Waste Spill incidents. The policy must be submitted to and approved by the City. An Incident Report shall be prepared and submitted to the City for all spills and leakage events within two days of such event.
- 1.03 Disposal – Contractor shall collect and transport to City designated facilities as set forth elsewhere in this Contract, all garbage, trash waste and other solid waste materials collected in accordance with all applicable federal, state, county and municipal laws, regulations, and ordinances pertaining to the collection and transportation for disposal of such waste material. Specifically, but without limitation, such waste shall be disposed of only at a disposal sites duly licensed and permitted by all governmental entities and agencies having jurisdiction with respect to such site. Unless otherwise informed and approved by the City, the Contractor shall dispose of all solid waste collected under this Contract in duly permitted and licensed landfills as may be identified by the Contractor on the Proposal Form (and from time to time) and approved by the City.
- 4.04 Sale of Recycle Materials –The Contractor, pursuant to the Proposal, shall be responsible for transporting and reselling or otherwise recycling all recyclable materials in such a manner as to optimize resource conservation, cost effectiveness, landfill utilization, and environmental conservation. The costs for the disposal of any and all residual wastes from the collection and handling of the recycle materials shall be sole responsibility of the Contractor. The Contractor shall provide a quarterly report on the recycle program. The report shall include the following information: 1) the monthly volume/weight of recycling material collected within the City's service area; 2) the total monthly volume /weight of recycle material for the City's service area; 3) a breakdown by category (paper aluminum, plastic, etc.) of the actual volume/weight of material recycled each month; 4) the total monthly volume/weight of material that are not recyclable and disposition of this material. When requested, the Contractor shall report to the City in writing the names and telephone numbers of those purchasers to whom

the Contractor is selling recyclable material. All proceeds from the sale of the material shall be property of the Contractor. Contractor shall not landfill resalable recyclable materials except upon approval by the City.

- 4.05 Notification – The Contractor shall provide to the City copies of its complaint procedures, rates, regulations and days(s) for scheduled solid waste and recyclable materials collection. It shall also notify the City of any changes in such complaint procedures, rates, regulations, and day(s) for scheduled solid waste and recyclable materials collection. A copy of all such notifications shall be provided in writing to the City.
- 4.06 Point of Contact – All dealings, oral communications, etc., between the Contractor and the City shall be directed to the City's Public Works Director, or his/her designee.
- 4.07 Books and Records – The books and records of Contractor relevant to its provision of collection services in the City of Gulfport shall be available for inspection or audit by the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, legal holidays excepted. If such books and records are not regularly maintained by Contractor within the corporate limits of the City, Contractor shall present such books and records for inspection or audit at City of Gulfport, 2309 15th Street, Gulfport, Mississippi, within twenty-four hours of receipt of oral or written request. The accounting system utilized by Contractor shall be in accordance with generally accepted accounting principles.
- 4.08 Access to Information – The Contractor shall maintain books, records, documents and other evidence pertinent to its performance under this Contract in accordance with accounting principles and practices generally employed by the Contractor on a consistent basis. The Mayor of the City of Gulfport or his/her designee/s shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours upon reasonable advance written notice to Contractor and provided that such inspection, audit and copying do not unreasonably interfere with Contractor operations. Contractor will provide proper facilities for such access and inspection.

5.00 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable Federal, State, County and City laws, regulations, orders, decrees and ordinances as the same may be amended, including but not limited to, those of the Federal Environmental Protection Agency, the Mississippi Department of Environmental Quality and the Mississippi Department of Transportation. The same shall apply to and govern work under this Contract, and are deemed to be included in this Contract as though set forth therein. The Contractor shall protect and indemnify the City, its officers, employees, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, decree or ordinance whether by the Contractor or its employees or subcontractors

6.00 SERVICES TO HARDSHIP CUSTOMERS

Contractor agrees that it will provide Side Yard Collection Services to any Residence certified as a bona fide hardship case by the City. Contractor also agrees to provide a 65 gallon cart for garbage and an 18 gallon bin for recycling, garage-to-curb-to-garage service, for physically limited or handicapped residents, provided that the number of residences with physically limited or handicapped occupants does not exceed 1% of the total number of residences served. Should that number be exceeded, Contractor shall be entitled to reasonable rate relief or other reasonable compensation, as approved by the City.

7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, Religion or national origin.

8.00 LIABILITY AND INDEMNIFICATION

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Contract. The Contractor hereby agrees and covenants to indemnify and hold the City, its agents, employees, and elected officials, from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services provided under the terms of this Contract. Only to the extent allowed by law and without waiving any immunities available to it, the City hereby agrees and covenants to indemnify and hold the Contractor, its agents, employees, and officers, from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the City's obligations provided under the terms of this Contract. The indemnification obligation provision herein 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 under the Mississippi Workers' Compensation Act, or any other employee benefit act.

9.00 LICENSES AND TAXES

The Contractor shall obtain and pay for all licenses, permits and any other regulatory requirements/approvals as may be required by any applicable governmental entity for the prosecution of these services. The Contractor shall promptly pay taxes required by Harrison County and the City of Gulfport. Contractor agrees that all equipment, including vehicles, dedicated by the Contractor to provide the services under this Contract will be subject to the personal property ad valorem tax in Harrison County, Mississippi. Contractor shall, upon request, identify to the City all such equipment and vehicles dedicated to such use. Notwithstanding the foregoing, the City acknowledges that on limited occasions the Contractor may utilize vehicles with license plates of another county on a temporary basis under this Contract and that any such vehicles shall not be subject to Harrison County ad valorem tax.

10.00 TERM

This Contract shall be for a six (6) year period beginning October 1, 2017 and ending, unless sooner terminated as provided herein, on September 30, 2023. However, to the extent Mississippi law changes to allow for any period of renewal, this Contract may be renewed for the period allowed by law upon mutual agreement of the parties.

11.00 INSURANCE

The Contractor shall at all times during this Contract maintain in full force and effect Employee's Liability, Workman's Compensation, Public Liability and Property Damage Insurance and such other additional insurance as required by the City in the amounts set forth below. The City shall be named as an additional insured. All insurance shall be by insurers acceptable to the City. The Contractor agrees to furnish to the City, at the time the Contract Documents are executed, certificates of insurance satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City as evidenced by receipts of Registered or Certified mail."

For the purpose of this Contract, the Contractor shall carry the following types of insurance with at least the limits specified below:

<u>Coverages</u>	<u>Limits/Liability</u>
Workers' Compensation	\$ 1,000,000
Employer's Liability	\$ 1,000,000
General Liability	\$2,500,000 per occurrence \$10,000,000 aggregate
Personal & Advertising	\$2,500,000 per occurrence
Auto Liability	\$5,000,000 combined single limit
Excess Umbrella Liability	\$5,000,000 per occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation, as approved by the City.

12.00 RATES

12.01 Rates

For solid waste, recycle material and trash waste collection and disposal services required to be performed under this Contract, the charges therefor shall not exceed the per Contractual Unit rate, fixed by the Contract Documents, multiplied by the number of Contractual Units receiving service from the City.

12.02 Modification to Rates

- a) Annual Contractual Unit Count. The beginning Contractual Unit count of twenty-four thousand five hundred thirty-three (24,533) shall be the number of

Contractual Units effective October 1, 2017, until September 30, 2018, unless pre-empted by the happening of a Force Majeure Event.

Prior to June 15 of each year, the Contractor along with a representative of the City, shall perform an updated Contractual Unit count (aka, "house count") to determine Contractual Unit Count Adjustment for the next year. Beginning with the 2018 count, the Annual Contractual Unit Count may be conducted by either a physical field inspection count, GIS-based house count or another mutually acceptable methodology as agreed to by the City and the Contractor. The Annual Unit Count so determined shall be the number of Contractual Units on the next Anniversary Date of this Contract for the purpose of determining monthly compensation to the Contractor for the next service year.

- b) Emergency Contractual Unit Count Based upon Force Majeure. In the event of a Force Majeure Event (which shall be defined as war, strike, riot, crime, or act of God (e.g., hurricane, tropical depression or storm, tornado, flooding, earthquake, volcano, etc.)) which renders the Contractor unable to perform the contracted services to the Contractual Units under the regular schedule contemplated by this Contract, Contractor and the City shall, in no less than thirty (30) days but no greater than ninety (90) days of the occurrence of the Force Majeure Event, conduct an Emergency Contractual Unit Count. A Contractual Unit for the purpose of the Force Majeure Event shall be defined as a dwelling or dwellings, either temporary or permanent in nature, within the service area occupied by a person or group of persons. In instances where a permanent dwelling is being repaired and a temporary dwelling or dwellings are being used for housing during the course of the repair, the Contractual Unit shall remain at one (1) per residential lot without regard to the electrical services being provided. Contractual Units habitable prior to the occurrence of the Force Majeure Event, but rendered uninhabitable by the Force Majeure Event with no temporary dwelling placed on the property shall be removed from the Contractual Unit Count. Contractual Units that prior to the Force Majeure Event constituted one (1) unit and after the Force Majeure Event have more than one (1) familial unit using temporary housing on the property will be counted based upon the number of familial unit(s) inhabiting the property temporarily. Emergency Contractual Unit Counts will be conducted by the Contractor and the City every one hundred eighty (180) days for a period of up to two (2) years from the date of the occurrence of the Force Majeure Event. If the final Emergency Contractual Unit Count is completed between October and April, that count shall apply thru the end of the Contract year and the Contractual Unit count provided for in Section 12.02(b) shall be conducted to determine the applicable Contractual Unit count for the next Contract year. If the final Emergency Contractual Unit Count is completed between April and October, then the Contractual Unit count for the next Contract year shall be the final Emergency Contractual Unit Count. In no event shall Contractor be liable for liquidated damages as provided in this Contract for delays due to any Force Majeure Event.

12.03. Payment of Charges

- a) Application for payment. The Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This payment application shall be sent to: City of Gulfport, Mississippi, Attn: Director of Public Works, P.O. Box 1780, Gulfport, MS 39502.
- b) Payment. The City shall, within forty-five (45) days of the date of the invoice, pay the Contractor for all sums properly billed for services completed. To the extent that the City disputes any portion of an invoice, the City shall notify the Contractor within thirty (30) days of the date of the invoice and may, at its sole discretion, withhold payment of that portion until such time as the dispute is resolved.
- c) Claims for additional or other compensation. Contractor may also apply for payment for additional services rendered to Contractual Units due to any Force Majeure Event as defined herein above. No claim for additional or other compensation beyond the Charges and additional compensation for any Force Majeure Event shall be allowable unless the Contractor makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

13.00 OWNERSHIP

Title to Solid Waste, Trash Waste, and Recyclables that the Contractor has collected, and thereby agreed to accept shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by Contractor from curbside recycle container or removed by Contractor from Residential Unit. The Contractor shall be responsible for the disposal of any and all residual wastes associated with the recycling program.

14.00 NO AGENCY

Contractor acknowledges that it is an independent Contractor and not the agent of the City for any purpose. The City assumes no responsibility for the collection for fees or other debts owed to Contractor.

**CITY OF GULFPORT, MS
REQUEST FOR PROPOSALS FOR
COLLECTION OF RESIDENTIAL AND LIGHT COMMERCIAL GARBAGE,
CURBSIDE RECYCLING AND TRASH WASTE**

The City of Gulfport, MS ("City") invites proposals from qualified, competent, knowledgeable and experienced individuals and/or firms to provide collection of residential and light commercial garbage, curbside recycling and trash waste within the corporate limits of the City of Gulfport, MS.

Sealed proposals will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 a.m., local time on May 24, 2017, either by mail or hand delivery, after which time they will be referred to an Evaluation Committee. Any submittal received after the date and time stated will be returned unopened.

Specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Delivery of Proposals – One (1) original, five (5) copies and one (1) digitally converted file copy of the proposal shall be submitted in a sealed envelope, clearly identified as "RFP for Collection of Residential and Light Commercial Garbage, Curbside Recycling and Trash Waste" and delivered to the address listed above.

Questions – All questions regarding this Request for Proposals should be directed to Connie Debenport by e-mail: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

A proposal bond in the amount of Fifty (\$50,000.00) must accompany the Proposal, in accordance with the Instructions to Proposers.

A pre-proposal conference will be held on May 3, 2017 at 11:00 a.m. in the City Council Chambers located in City Hall, 2309 15th Street, Gulfport, MS. Although not mandatory, bidders are strongly encouraged to attend.

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (60) days from the date of receipt of proposal.

The City of Gulfport reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract negotiations with any party at any time prior to final contract execution. The City of Gulfport is an equal opportunity employer.

The successful firm shall adhere to the City of Gulfport's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Direct contact with any City employee, including members of the Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Publication Dates: 04/25/17 & 05/02/2017

Send Invoice & Proof of Publication to:

Connie Debenport, CPPB
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

INSTRUCTIONS TO SOLID WASTE CONTRACTORS SUBMITTING PROPOSALS TO THE CITY OF GULFPORT IN RESPONSE TO THE CITY'S REQUEST FOR PROPOSALS

RECEIPT OF PROPOSALS

The City of Gulfport, Mississippi (hereinafter referred to as "the City"), requests, invites and will receive Proposals (which shall include the form attached hereto). All information required by this request, including the Proposal Form, must be appropriately and fully completed. Sealed proposals will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 AM, local time, on May 24, 2017, either by mail or hand delivery, after which time the proposals will be referred to an Evaluation Committee. Each envelope containing a Proposal must be sealed and addressed to the attention of the Purchasing Manager, City of Gulfport, 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 and plainly marked "RFP for Collection of Residential and Light Commercial Garbage, Curbside Recycling and Trash Waste".

CITY REPRESENTATIONS

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Solid Waste Contractor's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

PREPARATION OF THE PROPOSAL

All Proposals shall be in writing and shall include the Proposal Form attached hereto as well as all other technical information required by the Request for Proposals and shall be fully completed and must be signed by a duly authorized representative of the Solid Waste Contractor. Additional copies of the Proposal Form may be obtained from the City. All base bids, incremental increases or decreases related to Alternates must be completely entered on the Proposal form in full in ink or typewritten.

If a lump sum already entered by the Solid Waste Contractor on the Proposal Form is to be altered, it shall be crossed out with ink, and the lump sum quote shall be entered above or below it, and initialed by the Solid Waste Contractor in ink.

PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a proposal bond or certified check in the amount of Fifty Thousand (\$50,000.00) payable to the City as a guarantee on the part of the Solid Waste Contractor that it will accept and enter into a Contract to accomplish satisfactorily the scope of work covered by such Proposal and at the rates therein. The form of the proposal security shall be either a certified check

payable to the City or a Proposal Bond executed by a surety authorized to do business in Mississippi and acceptable to the City. Proposal security will be returned promptly after the City and the selected Solid Waste Contractor have executed the Contract or if no Contract has been awarded within ninety (90) days after the date of the opening of the Proposals, or upon demand of the Solid Waste Contractor thereafter. Solid Waste Contractors and the City may jointly agree however to extend the time for proposals to remain valid and Proposal Bonds to be held beyond the 90 day period. In the event the Solid Waste Contractor's proposal is accepted and the Solid Waste Contractor fails to enter into a formal contract and give good and sufficient bond to secure the performance of the terms and conditions of the Contract, then the full amount of the proposal guarantee shall be paid to the City as liquidated damages of said default.

Each Proposal must also include evidence or a statement verifying the Solid Waste Contractor's ability to provide the necessary insurance coverages set forth in Section 11.00 of the Conditions and Specifications. A Certificate of actual insurance coverage must be provided at the time of execution of the contract between the parties.

SELECTION OF SOLID WASTE CONTRACTOR

The contract will be awarded, if awarded, to the most responsive and responsible Solid Waste Contractor according to the criteria provided for in these instructions. The City will consider the degree to which each Solid Waste Contractor submitting a proposal has submitted a complete proposal without irregularities, excisions, special conditions, or alternative proposals unless specifically requested in the RFP.

EXECUTION OF CONTRACT

Formal notice of the selection of a Proposal shall be mailed or e-mailed by the City to the selected Solid Waste Contractor.

The Solid Waste Contractor to whom the Contract is ultimately awarded will be required to execute three (3) copies of the Contract, in substantially the form attached hereto, or in such other form as is determined appropriate by the City, and furnish security for the performance as required. In case of the Solid Waste Contractor's refusal or failure to do so within ten (10) days after such contract is tendered to Solid Waste Contractor by the City for signature, Solid Waste Contractor will be considered to have abandoned all rights and interests in the award, and Solid Waste Contractor's proposal security may be declared forfeited to the City as liquidated damages. In that event, the next best qualified Solid Waste Contractor will be selected, the work re-advertised for Proposals, or the City may select to proceed as otherwise deemed necessary, in its discretion.

SECURITY FOR PERFORMANCE

In order to ensure the faithful performance of each and every condition and specification of the Contract, and to indemnify and save the City harmless from any and all damages, either directly or indirectly, arising out of any failure to perform, the Solid Waste Contractor to whom the Contract is to be awarded shall, within ten (10) days of the date of the Notice of Selection, furnish at its expense and file with the City an acceptable Surety Bond for the performance of the Contract in the amount of (Two Million Dollars (\$2,000,000.00)). Said Bond shall be furnished by a reputable surety company authorized

to do business in the State of Mississippi and acceptable to the City, shall be countersigned by an authorized agent residing in the State of Mississippi qualified for the execution of such instruments, and shall have attached thereto the power-of-attorney of the signing official. In case of termination of the Contract due to failure to perform on the part of the Contractor, all fees, expenses and losses suffered or incurred by the City under the Contract, including legal fees and expenses services shall lie with Bond.

SCOPE OF SERVICE

The services under the Contract shall include and consist of the items contained in the Request for Proposals, the selected Proposal, and the final Contract itself (the "Contract documents"), including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

CONDITIONS

Each Solid Waste Contractor shall fully acquaint itself with the area within the corporate limits of the City of Gulfport, Mississippi, and other conditions relating to execution of the scope of service under the Contract. Solid Waste Contractors shall thoroughly examine and be familiar with the Conditions and Specifications. The failure of any Solid Waste Contractor to receive or examine any form, instrument, addendum or document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Proposal or the Contract as awarded.

The City's number of Contractual Units as of October 1, 2016, was 24,533. This figure shall be the number of Contractual Units applicable from October 1, 2017, thru September 30, 2018.

ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Solid Waste Contractor shall be requested of the City in writing and if the City determines that explanations are necessary, a reply shall be made in the form of an Addenda, a copy of which will be forwarded to each person who has requested a Proposal form. Every request for such explanation shall be in writing addressed to the Purchasing Manager. No inquiry received within seven business days of the date fixed for the opening of Proposals will be given consideration.

All addenda issued by the City shall become a part of the Contract Documents, and all Proposals shall incorporate the requirements and information contained or described in these addenda.

Addenda shall be mailed by certified mail, return receipt requested, to each person which has requested a Proposal packet from the City at the respective addresses furnished for such purposes, not later than seven (7) days prior to the due date for proposals.

NAME, ADDRESS AND LEGAL STATUS OF SOLID WASTE CONTRACTOR

The Proposal must be properly signed in ink by a representative duly authorized to execute the Proposal and shall include the address of the Solid Waste Contractor. The legal status of the Solid Waste Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal. The Solid Waste Contractor shall be authorized to do business in the State of Mississippi.

A corporation or limited liability company shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws, operating agreement or relevant authorizing documents, and shall also list the state in which it is incorporated or established. A partnership or limited liability company Solid Waste Contractor shall give full name of all partners or members, as the case may be.

If the Solid Waste Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal and provide the information required of it had it been the sole Solid Waste Contractor.

Anyone signing a Proposal as an agent of another or others must submit, with his proposal, legal evidence of his authority to do so.

REQUIRED PROPOSAL PACKAGE CONTENTS

Each Proposal Package shall include the following:

- (a) One (1) original, five (5) copies, and one (1) digitally converted file copy of all required documents which comprise the proposal.
- (b) *Cover Letter.* Letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Solid Waste Contractor. The letter shall provide the name, address, telephone and facsimile numbers of the Solid Waste Contractor along with the name, title, address, telephone and facsimile numbers of the executive who has the authority to contract with the City. The cover letter shall present the Solid Waste Contractor's understanding of the Scope of Services, a summary of the approach to be undertaken to perform the services, as well as a summary of the costs to provide the services.
- (c) *Executive Summary.* The Solid Waste Contractor 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.
- (d) *Proposal Form.* The fully completed Proposal Form with the proper Solid Waste Contractor's name, authorized officer's signature and date. The executed Proposal Form should be contained in a separate sealed envelope marked "Proposal Form". The envelope containing the Proposal Form will only be opened for the highest scoring Solid Waste Contractor.
- (e) *Financial Statement.* A copy of the latest available financial statement of the Solid Waste Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants.
- (f) *Mississippi Corporate Standing.* Evidence in the form of a Certificate from the Secretary of State that the Solid Waste Contractor is licensed to do business and in good standing under

the laws of the State of Mississippi, or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

- (g) *Personnel.* Evidence, in the form of resumes, that Solid Waste Contractor's management, supervisory and accounting personnel to be assigned to collection, recycling, complaint handling and response management operations undertaken as specified by this contract have the necessary experience to successfully undertake those operations. The City, in its sole discretion, shall determine if this experience is qualifying. Alternately, in lieu of submitting resumes, a statement may be included that Solid Waste Contractor has at least three (3) years actual successful operating experience in residential garbage collection, trash waste collection, and recycling, including names of those municipalities and jurisdictions where Solid Waste Contractor has provided such services.
- (h) *Addenda.* Any addenda to the Request for Proposals issued by the Authority.
- (i) *Operational Start Up Plan.* All proposals shall include an Operational Start Up Plan outlining the Solid Waste Contractor/s approach to the following:
 - 1. Truck Fleet and Equipment Inventory. Listing of equipment to be used for operations under this Contract that the Solid Waste Contractor now has on hand, or will be able to acquire in time, to commence operations by October 1, 2017, unless otherwise approved by the City. Failure to have equipment on hand thirty (30) days prior to that date shall be just cause for termination, and the City, in its sole discretion, shall have the right to immediately terminate the Contract for default with no advance notice. The list shall include equipment/vehicle identification numbers and vehicle tare weights.
 - 2. Curbside Container Delivery plan to include dates and how the containers will be delivered to the contractual units.
 - 3. Publicity Plan for service start up communications along with dates of notification to the public.
 - 4. Proposed service route maps.
 - 5. Proposed collection schedule for solid waste, recycle materials and trash waste.
- (j) *Recycle Plan.* All proposals shall include a Recycle Plan outlining the Solid Waste Contractors approach to the following:
 - 1. The collection and processing of the recycle material.
 - 2. Operation of a Material Recovering Facility (MRF) or transporting recycle material to a Third Party MRF.
 - 3. Specific process of the sale of the recycle material.
 - 4. Handling of contaminated/non-recyclables material, including costs for disposal.
 - 5. Adjustments to the recycling market that impact the materials that are recyclable.
 - 6. Description of the educational and promotional programs for recycling that Solid Waste Contractor proposes to provide at their expense. Solid Waste Contractor shall also include examples of promotional materials and educational curricula for local schools.
 - 7. Innovative methods to increase the amount of recyclable materials collected from residents in the City.
- (k) *Solid and Trash Waste Disposal.* The Solid Waste Contractor shall provide a list of solid and trash waste disposal facilities and/or waste transfer stations it intends to use to dispose of

the waste generated within the City. The list will include the disposal facility's permit number, current address, contact person and telephone number for each facility listed. In addition, the Solid Waste Contractor must submit documentation for the facilities it proposes to use, demonstrating six (6) years of disposal capacity for waste generated from the City.

- (l) *Complaint and Customer Service Plan.* Please describe the following:
 - 1. Describe your company's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
 - 2. Describe your company's approach to total quality management, and how your current customers benefit from your service improvements.
 - 3. Describe your company's complaint resolution procedures.
 - 4. Describe the nature of service improvement and increase in customer satisfaction that your company has been able to achieve in environments comparable to the City's in size and complexity.
 - 5. Describe the methodology your company uses to handle a client's unhappy customer. How does the Service Provider regain that customer's confidence and retain their loyalty?
- (m) *Technological enhancements.* Please provide technical details concerning the RFID chipping proposed to be installed on the curbside containers and the GPS system proposed to be installed on the collection trucks, as otherwise described in the specifications.
- (n) *Other documents.* Any other documents, bonds or information required in these instructions, but not otherwise listed in this section. See also, addendum acknowledgement on page 9 of these instructions.

In the event that the City shall require additional supporting data regarding the qualifications of the Solid Waste Contractor in order to determine whether it is qualified and responsible, the Solid Waste Contractor may be required to furnish any or all of the following:

- (a) Evidence that the Solid Waste Contractor is capable of commencing work within the time frames required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to City, that Solid Waste Contractor is a going concern and has the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Such additional information as will satisfy the City that the Solid Waste Contractor is adequately prepared to fulfill the Contract.

Any Proposal may be withdrawn prior to the final due date and time for Proposals.

Any Proposal received after the time and date specified above will not be considered and will be returned to the Solid Waste Contractor unopened. The City reserves the right to accept any Proposal or reject any or all Proposals for any reason, and to waive any defects or irregularities in any Proposals. The

City intends that the Contract to be awarded to the finally selected Solid Waste Contractor shall be awarded within forty-five (45) days following the date that Proposals are due to the City.

PROPOSAL EVALUATION

The City will appoint an Evaluation Committee to review all proposals based upon the criteria below:

- (a) Submittal Requirements – Evaluation to determine that all RFP submittal requirements were met.
- (b) Technical Requirements - Evaluation of the REQUIRED PROPOSAL CONTENTS.
- (c) Qualifications of the Contractor, including but not limited to:
 - 1. History and experience of the firm
 - 2. Specific experience of personnel assigned to the project
 - 3. Reference review of the firm and the project
 - 4. Satisfactory performance on similar projects
- (d) Approach and understanding of the project, including Operational Startup Plan, Recycling Plan, staffing and facilities.
- (e) Oral presentation and interview.
- (f) Pricing, as provided in the Proposal Form submitted by the Solid Waste Contractor.
(In case of a mathematical error in the Proposal, the unit prices shall govern and any errors found may be corrected by the City for purposes of Proposal evaluation.)

DISQUALIFICATION OF SOLID WASTE CONTRACTORS

Although not intended to be a complete list of causes for disqualification, any one or more of the following causes, among others, may in the discretion of the City, be considered sufficient for the disqualification of a Solid Waste Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Solid Waste Contractors.
- (b) Lack of competency as revealed by financial statements, capability or experience as submitted.
- (c) Default/termination on a previous municipal contract for failure to perform.
- (d) Failure to provide any information required in the Instructions to Solid Waste Contractors and the Conditions and Specifications of the Contract Documents for Residential Garbage and Trash Waste Collection and Residential Recyclable Materials Collection and Recycling Processing for the Authority, or misrepresentation of any material item or fact in any Proposal.

ORAL PRESENTATION

Following receipt and preliminary qualification of written proposals by the City, selected Solid Waste Contractors may be requested to present their proposals orally in a presentation of up to 30 minutes in length at a regular or special meeting held by the Evaluation Committee and/or City Council, as determined by the City.

LOBBYING

Lobbying shall be prohibited on all City competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the procurement office to address situations such as clarification and/or questions related to the procurement process.

Lobbying of evaluation committee members, City government employees, or elected/appointed officials, or advisory board members regarding request for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited until either an award is final or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, City government employee or elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Office of Procurement.

PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Mississippi agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, special districts, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

ADDENDUM ACKNOWLEDGEMENT

Solid Waste Contractor acknowledges receipt of the following addenda:

Addendum No. _____ dated _____ Initialed: _____

Addendum No. _____ dated _____ Initialed: _____

Addendum No. _____ dated _____ Initialed: _____

Addendum No. _____ dated _____ Initialed: _____

CONDITIONS AND SPECIFICATIONS

1.0 DEFINITIONS

For purposes of the Contract, the following definitions shall apply:

- 1.01 *Bags* – Plastic sacks designed to store garbage and refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 *Bulky Waste* - Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture and other waste material other than Construction Debris, Dead Animals, Hazardous Waste or Stable matter with weights or volume greater than those allowed for carts. To be disposed of under the terms of the contract, all air conditioners and refrigerators must have a tag that certifies chlorofluorocarbon "CFC" has been removed.
- 1.03 *Business Day* - A business day is considered every official working day of the week. For purposes of this contract, official working days are Monday thru Saturday excluding contractual holidays.
- 1.04 *Charges* – the product of the rates times the number of Contractual Units applicable during any contract year.
- 1.05 *City* – City of Gulfport, Mississippi.
- 1.06 *Construction Debris* – Waste building materials resulting from construction, remodeling, repair or demolition operations by a contractor, excluding materials resulting from construction, remodeling, repair or demolition performed by the home owner/contractual unit occupant.
- 1.07 *Contractual Unit* – A dwelling within the corporate limits of the City of Gulfport occupied by a person or group of persons comprising not more than four families. A Contractual Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A Contractual Unit shall include, but not be limited to, all residences, apartments units, condominium units, mobile homes, duplexes, triplexes, or light commercial units not to exceed four (4) garbage carts per service pickup and any other addresses agreed upon by contractual parties. Any Contractual Unit exceeding four (4) carts per service pickup is required to have a commercial dumpster and will not be included as a Contractual Unit hereunder. Mobile home parks may elect to provide a commercial dumpster or have each mobile home counted as a separate Contractual Unit. Whether of single or multilevel construction, structures consisting of eight or less contiguous or separate single-family dwelling units, shall be treated as a Contractual Unit, except that each single-family dwelling within any such Contractual Unit shall be billed separately as a Contractual Unit.

- 1.08 *Curbside Container* – A cart or bin provided for transport of solid waste or recyclables by the Contractual Unit from residence/commercial entity to the curbside.
- 1.09 *Dead Animals* – Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.10 *Disposal Site* – A solid waste depository, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses permit or approvals to receive solid waste for processing or final disposal.
- 1.11 *Garbage* – Every non-hazardous waste accumulation including, but not limited to, food matter, paper, clothing, consumer product packaging, disposable diapers, office supplies, cosmetics, glass and metal food containers.
- 1.12 *Hazardous Waste* – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline paint and Solvents. Empty paint/dry cans are excluded from this definition.
- 1.13 *Landfill* – a disposal site for disposing of municipal solid waste and/or trash waste
- 1.14 *Light Commercial* – A business entity with the service area which generates no more than one and one half (1 ½) cubic yards of solid waste per week.
- 1.15 *Materials Recovery Facility "MRF"* – A specialized plant that receives, separates and prepares recyclable materials for sale to end-user manufacturers. It is important that the materials which come out of the MRF are clean, properly sorted and relatively free of impurities.
- 1.16 *Occurrence* – A complaint, environmental event, safety incident, service matter, request for service or circumstance involving a communication from or on behalf of a contractual unit.
- 1.17 *Occupant* – The person or persons exercising direct control over a premises, whether as owner, owner's agent, lessee, or renter.
- 1.18 *Recyclable Material(s)* – Those materials which are collected by Contractor for recycling, including paper, glass, aluminum cans, metal cans, plastics, or any other material for

which recycling is an economically and/or environmentally preferable alternative to disposal. These materials can be sold in a spot or future market for processing and use or reuse. Each material shall retain its own identity and be kept separate. Recyclable materials may also be called "Recycle Material(s)".

- 1.19 *Rubbish* – Furniture, printed material, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other such products such as for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances, and any or all other waste material not included in the definition of bulky waste and construction debris.
- 1.20 *Service Area* – those areas within the corporate limits of the City of Gulfport .
- 1.21 *Solid Waste* – All putrescible and non-putrescible discarded materials, including, but not limited to, garbage, trash, yard waste and construction debris. For purposes of this RFP, solid waste does not include hazardous waste or recycle material.
- 1.22 *Solid Waste Contractor* – The person, corporation or partnership performing garbage collection, recycle materials collection and rubbish collection under contract to City.
- 1.23 *Trash Waste* – Waste that consists of Rubbish Waste, Bulky Waste, Yard Waste, and White Goods.
- 1.24 *White Goods* – Appliances such as refrigerators, tagged to indicate refrigerants have been removed by a certified technician in conformance with the Clean Air Act, water heaters, washers, dryers, etc., and furniture such as couches, chairs, etc., of all sizes and descriptions.
- 1.25 *Yard Waste* – All wood waste, wood products, wood chips trees, tree limbs, bagged leaves bagged leaves, bagged sawdust, bagged grass clippings, bagged pine cones, bagged pine straw, and shrub trimmings, Christmas trees, dead plants, weeds and straw.

2.00 SCOPE OF SERVICES

The services provide under this Contract shall consist of the collection and transportation for proper disposal and disposal of solid waste and trash waste from Contractual Units and the collection and processing of recyclable materials from Contractual Units all within the Service Area of the City. The services include, but shall not be limited to, the provision of curbside containers, solid waste trucks, recycling trucks, labor dispatching, curb side collection, hauling, disposal, and sale of recyclable materials. The Contract shall provide all the supervision, materials, equipment and labor necessary to satisfactorily perform said services in accordance with the Contract Documents.

3.00 COLLECTION

3.01 Service Provided

- (a) Solid Waste Contractor shall perform at the rates quoted for those services described by quoted item(s) in Solid Waste Contractor's Proposal and selected for award by the City under this Contract.
- (b) The Solid Waste Contractor shall only provide service for one (1) curbside container for solid waste and one (1) curbside container for recycle material for each Contractual Unit, as supplied by the Solid Waste Contractor under this contract. Additional carts shall be serviced only upon request and direct payment by the Contractual Unit to the Solid Waste Contractor for an additional cart/bin, as provided in this RFP.
- (c) The Solid Waste Contractor shall provide trash waste collection and disposal service as defined in this RFP. The Solid Waste Contractor shall not be responsible to provide for the collection of trash wastes generated by a contractor, tree services contractor, utility service company or rental unit clean up service company, including but not limited to bulky wastes, construction debris, rubbish wastes, and/or white goods.
- (d) No services are to be provided under this contract, except as specified in this RFP and the executed Contract documents.

3.02 Curbside Containers

- (a) Recycle Container. The Solid Waste Contractor shall provide and maintain for each Contractual Unit one (1) new curbside container for recycle material. All recycle containers shall be of similar size/color throughout the contract period to insure that only recycle containers provided under this contract are serviced by the selected Contractor.
 - (1) Base Bid: the curbside container for recycle material shall be one (1) new 18 gallon bin capable of being carried to the curb full of recycle material by the Contractual Unit and being serviced by the Solid Waste Contractor's collection truck.
 - (2) Alternate No. 1: the curbside container for recycle material shall be one (1) new 35 gallon cart on wheel with interlocking plastic lid capable of being wheeled to the curb full of recycle material by the Contractual Unit and being serviced by the Solid Waste Contractor's collection truck.
 - (3) Alternate No. 3: the cart or bin selected by the City for recycle material shall be required to have a tracking device installed on/in the cart (Tracking Chip installed by the manufacturer).

- (b) Solid Waste Container. The Solid Waste Contractor shall provide and maintain for each Contractual Unit one (1) new plastic cart on wheels with interlocking plastic lid capable of being wheeled to the curb full of garbage by a Contractual Unit and being dumped mechanically or manually into the Solid Waste Contractor's collection truck. All garbage carts shall be of similar size/color throughout the contract period to insure only garbage carts provided under this contract are serviced by the selected Contractor.
- (1) Base Bid: the curbside container for solid waste shall be one (1) new 65 gallon plastic cart on wheels with interlocking plastic lid capable of being wheeled to the curb full of garbage by a Contractual Unit.
 - (2) Alternate No. 2: the curbside container for solid waste shall be one (1) new 95 gallon plastic cart on wheels with interlocking plastic lid capable of being wheeled to the curb full of garbage by a Contractual Unit.
 - (3) Alternate No. 3: the cart selected by the City for solid waste shall be required to have a tracking device installed on/in the cart (Tracking Chip installed by the manufacture).
- (4) Solid Waste Contractor shall provide, maintain, repair and/or replace all curbside containers for recycle material and solid waste for all contractual units serviced under the contract through the life of the contract. The curbside containers shall bear the name of the Solid Waste Contractor and shall remain the property of the Solid Waste Contractor. The costs for these services shall be incorporated into the proposal and shall include delivery and pickup to/from the Contractual Units.
- (5) Residential Contractual Units are required to place all curbside containers for collection at a point not more than four (4) feet from the edge of the pavement on a public street or alley and at a point convenient and accessible to the collection crews.
- (6) The Solid Waste Contractor shall be responsible for the collection and removal of all its contractor-supplied curbside containers from all Contractual Units at the end of the contract. Such collection and removal shall be coordinated with the City to insure that garbage and recycle collection services are not interrupted.
- (7) A curbside container delivery plan shall be provided for City approval at least sixty (60) days in advance of the commencement date of the contract.
- (8) A curbside container collection and removal plan must be submitted to the City for approval at least ninety (90) days prior to the end of the contract.

(9) The City reserves the right to withhold 10% of the final payment, as set forth herein, from final Contractor payment until curbside container collection/removal has been completed in accordance with the approved collection and removal plan.

- 3.03 Collection Hours – Collection of all material governed by this Contract shall not start before 6:00 A.M. or continue after 8:00 P.M. on the same day. Exceptions to collection hours shall be effective only upon mutual agreement of the City and the Solid Waste Contractor. The Solid Waste Contractor shall not require Occupants to place containers curbside prior to 5:30 A.M. The Solid Waste Proposal may collect garbage and recycle material on any day of the week except Sunday.
- 3.04 Collection Routes and Days – Prior to initiation of services, collection routes and collection days shall be established by the Solid Waste Contractor and approved by the City, which approval shall not be unreasonably withheld. Once approved, the Solid Waste Contractor shall publish at its expense at least 14 days prior to the initiation of services and then annually each subsequent calendar year no later than October 1st, a map(s) of collection routes in the Sun Herald Newspaper. The Solid Waste Contractor shall provide the City with Proof of Publication. The published map shall be of such size to show clearly all pertinent information. The Solid Waste Contractor shall provide the City with an electronic file of all routes in a format acceptable to the City. The Solid Waste Contractor may from time to time propose to the City for approval, changes in routes or days of collection. Upon approval by the City, the Solid Waste Contractor shall promptly give, at its expense, written and published notice to all affected Contractual Units at least 14 days prior to approval of route changes.
- 3.05 Holidays – The following shall be holidays for purposes of this Contract:
- New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

The Solid Waste Contractor will either suspend or re-schedule collection service for each holiday.

The Solid Waste Contractor shall be responsible for notifying the City and publicizing the changes in the collection schedule due to the observance of the holidays. Proper publicizing includes the purchasing of advertising from newspaper serving the affected area, public service announcements on local television stations, local radio stations and social media. The Solid Waste Contractor shall notify the City three (3) weeks in advance of holiday service by letter and email and shall provide "Proof of Publication" to the City. All publicizing shall be done prior to each holiday to provide sufficient notice to the Public prior to the change in the collection schedule.

3.06 Complaints – Unless otherwise mutually agreed in writing, all service complaints shall be made directly to the City. The City shall, within 3 business hours of receipt of such complaints relay the same to the Solid Waste Contractor which shall give such complaints prompt and courteous attention. The Solid Waste Contractor shall publicize the City's complaint number (311). An employee of the Solid Waste Contractor shall be available to receive complaints from the City via telephone and/or email between the hours of 7:00 A.M. and 7:00 P.M. on Monday through Saturday, excluding permitted holidays. The Solid Waste Contractor's telephone lines shall be equipped with a message machine during hours in which the Solid Waste Contractor's office is closed. Prior to contract start-up, the Solid Waste Contractor shall provide a plan, acceptable to the City, for how they propose to handle "After Hour Complaints" that are received via voicemail or message machine. The Solid Waste Contractor shall be required to use the City's *City Works* program for the recording, tracking and reporting of all complaints, requests, and occurrences. The City shall provide up to three (3) seats/licenses to the selected Solid Waste Contractor for their use. Additional seats/licenses may be purchased through the City. All data and licenses shall belong to the City. Equipment/facilities necessary for the Contractor to use provided software shall be provided/maintained by the Solid Waste Contractor. The City shall provide up to eighty (80) hours annually of training and technical support on use of the *City Works* program, as it relates to require recordkeeping. Support beyond eighty (80) hours per year shall be provided at an hourly rate of fifty dollars (\$50.00) per hour. The City is not responsible for technical support of the Solid Waste Contractor's equipment/facilities.

3.07 RECORDS/RECORD KEEPING/REPORTING

The Solid Waste Contractor is expected to keep and maintain all records required under this contract throughout the terms of the contract. The records shall be maintained in a format approved by the City. Records shall be maintained in a complete, accurate and up-to-date manner to accurately represent all information required by this contract.

Reports shall be provided to the City by the Solid Waste Contractor, in accordance with the requirements of this contract. Reports shall be transmitted with transmittal cover letter to the City in both electronic and hard copy format.

Reports and records shall include, at a minimum, those listed below. Additional records and reports may be required, as deemed reasonable and appropriate by the City.

Weekly Report for Calls/Complaints – The Solid Waste Contractor shall maintain daily up to date call/complaint log and submit it to the City on a weekly basis with the following information relative to the resolution of complaint:

- a. Date/time call/complaint received
- b. Name and address of complainant
- c. Nature of call/complaint
- d. Date call/complaint resolved
- e. How the call/complaint was resolved

Monthly Recycle Report - The selected Solid Waste Contractor shall be required to track recycle collection, processing and disposition and provide monthly reports to the City.

Reports shall include the following, as a minimum, unless otherwise approved by HCUA: Total monthly contractual unit recycle participation, by service route; total monthly recycle weight/volume, by service route; total monthly weight/volume recycled, including breakdown of disposition of material recycled and where material was sent; and total monthly weight/volume contaminated recycle waste disposed. Recycle report shall be provided in an electronic, Excel spreadsheet format. The Solid Waste Contractor shall work with the City to provide reports in a presentation format acceptable to the City. All records shall be tracked and maintained for the life of the contract.

Monthly Report on Outstanding/Unresolved Complaints – The selected Solid Waste Contractor shall provide a report to the City that identifies any and all unresolved complaints at the end of each calendar month. Actions required to resolve each complaint shall be identified in the submitted report.

Monthly Disposal Delivery Reports – The selected Solid Waste Contractor shall provide a report that identifies the date and truck ID# for all waste deliveries (collected/transported in accordance with this contract) to City-authorized disposal sites.

Monthly Report on Requests for Second Carts – The selected Solid Waste Contractor shall provide a report that identifies the name and address of all requests submitted for a second cart service. Confirmation of payment and delivery of the cart shall be included in the monthly report.

Other Reports, as required – The City reserves the right to request other reports, as may be reasonable required, to provide complete and timely information with regard to the performance of this contract.

3.08 LIQUIDATED DAMAGES TO ASSURE ACHIEVEMENT OF PERFORMANCE STANDARDS

Purpose of Liquidated Damages – The purpose of Liquidated Damages is to assure the Selected Solid Waste Contractor has met achievement and incentive standards for performance in the contractual service and that the the City has applicable benchmarks to measure contract performance standards.

Performance Standards – It shall be the duty of Solid Waste Contractor to perform and execute the scope of this contract in accordance with the standards established by the contract documents, including, but not limited to the RFP, the contract, the Solid Waste Contractor's proposal, as well as any other documents incorporated into the contract requirements for the selected Solid Waste Contractor. This contract recognizes that there could be, from time to time, factors that may prevent the regularly scheduled execution of the Solid Waste Contractor's duties under this contract. It is the Solid Waste Contractor's responsibility to identify and remedy any and all failures it is required to perform under this contract.

The City recognizes that problems may arise from time to time during the performance of this contract. The City expects and requires the Solid Waste Contractor to correct all

such problems in an appropriate and timely manner. For purposes of this contract, timely response shall be categorized and defined below. It should be noted that it is not the responsibility of the City, or the customers to advise the Solid Waste Contractor of their failure to perform. It is the Solid Waste Contractor's responsibility to fulfill its responsibilities required by this contract whether they are notified of deficiencies in performance or not. The City shall advise the Solid Waste Contractor when it becomes aware of deficiencies in the Solid Waste Contractor's performance.

- a. Twenty-Four (24) Hour Correction Period. The following problems, should they occur, should be corrected within 24 hours of when they were required to be performed. If not corrected within that time frame, at the sole discretion of the City, the Solid Waste Contractor may be required to pay, as liquidated damages, one hundred dollars (\$100.00) per occurrence for each 24-hour period that the problem is not corrected.
 - I. Failure by Solid Waste Contractor to place garbage cart on sidewalks and out of the traveled right-of-way;
 - II. Failure to cover material on collection vehicle(s);
 - III. Failure to display Solid Waste Contractor's identification on equipment or vehicles;
 - IV. Failure to complete route to collect garbage, trash waste or recycling material in accordance with the Contract and approved schedules;
 - V. Failure to pick up single site garbage, trash waste or recycle material in accordance with approved collection schedule;
 - VI. Failure to maintain clean, safe and sanitary collection equipment;
 - VII. Failure to initiate clean-up of litter debris that was generated by the Solid Waste Contractor's vehicle;
 - VIII. Failure to cleanup and transport spills or leaks (garbage, liquid, fluids or soil) within 4 hours of the spill;
 - IX. Failure to repair or replace damaged/lost cart and recycle carts/containers within twenty-four (24) hours of request, not including Sundays and Holidays.
 - X. Failure to provide cart and/or recycle container to new customer within twenty-four (24) hours of request, not including Sundays and Holidays;
 - XI. Failure to deliver residential solid waste or recycle material collected pursuant to the Contract to the appropriate facility as required herein, (Solid Waste Contractor shall also be responsible for any liquidated damages levied by the disposal facilities and/or the Mississippi Department of Environmental Quality against the City for the Solid Waste Contractor's failure to deliver such residential solid waste to the designated disposal facility).
- b. No Correction Period. At the sole discretion of the City, the Solid Waste Contractor may be required to pay, as liquidated damages, two hundred and fifty (\$250.00) per occurrence for each of the following:
 - I. Changing route or route days without approval from the City;
 - II. Failure to submit accurate, complete, and up-to-date the Weekly Report for Calls/Complaints by the second working day of the following week;
 - III. Failure to submit accurate, complete, and up-to-date the Outstanding/Unresolved Complaint Report by the fifth (5th) working day of the following month;

- IV. Failure to submit accurate, complete, and up-to-date Monthly Report on Requests for Second Carts by the fifth (5th) working day of the following month;
- V. Failure to submit an accurate, complete and up-to-date Monthly Recycle Report by the fifth (5) working day of the following month;
- VI. Failure to submit an accurate, complete and up-to-date Monthly Disposal Delivery Report by the fifth (5) day of the following month;
- VII. Failure to submit accurate, complete and up-to-date reports, as may be reasonably required by the City;
- VIII. Failure to provide the proper number of vehicles, as required pursuant to the terms of the Contract;
- IX. Failure to provide proper public/customer notifications, as required;
- X. Failure to repair (or arrange to repair) damage to cause by Solid Waste Contractor to customer property within 3 days of the damage, unless otherwise agreed to in writing by the Solid Waste Contractor and HCUA;
- XI. Leakage of hydraulic fluids, oil or other liquids from vehicles provided by the Solid Waste Contractor. Loss of retainage shall be administered for each street in which a leak has been identified. Recurrence of leakage on more than one occasion for any roadway, or by the same vehicle, shall be cause for increasing the retainage loss by \$500 for each subsequent event during a 3-month period. Solid Waste Contractor will responsible for all costs associated with any spill including a third party emergency clean up contractor;
- XII. Failure to maintain contract-required office hours (Monday through Saturday);
- XIII. Failure to staff and maintain local telephones Monday through Saturday and after hours answering service, as required;
- XIV. Failure to initiate clean-up of any spill/leakage within two (2) hours of becoming aware of the spill/leakage or being notified by phone, email, text or verbally of the spill/leakage, whichever occurs first.
- XV. Failure to insure that equipment, vehicle or operators is/are properly licensed or tagged;
- XVI. Failure to provide approved schedules and/or route maps to the City , as required;
- XVII. Failure to record customer complaints/messages into the City's *City Works* Program within four (4) hours of the Solid Waste contractor's notification of complaint;
- XVIII. Failure to record and maintain accurate, complete and up to date complaint log within the City's *City Works* program;
- XIX. Failure to maintain written, up-to-date documentation of fleet maintenance services, including inspections and repairs.
- XX. Littering caused by failure to properly cover vehicles transporting waste materials;
- XXI. Failure to notify the City of any failure to complete route or schedule service day. Notification must be provided on day failure occurs;
- XXII. Failure to provide requested documents and reports in a timely and accurate manner as consistent with the Request for Proposals.
- XXIII. Failure to provide a vehicle with GPS tracking.
- XXIV. Failure to maintain GPS records for each vehicle, as required under Section 3.09.

Disposition of Quarterly Liquidated Damages Amount Audit Review – The City shall quarterly prepare a report measuring performance relative to benchmarks identified in Section 3.08 a. and 3.08 b. for the purpose of determining imposition of liquidated damages to be assessed, to be known as Solid Waste Contractor's Quarterly Audit Report.

Measurement of Performance Related to Performance Standards Quarterly Audit Report – City shall cause to be performed quarterly any necessary audit and review required for it to measure and document in the Quarterly Audit Report performance of the Solid Waste Contractor in the past quarter of the contract year relative to the performance standards for the purpose of determining imposition of liquidated damages as provided herein. City shall cause such Quarterly Audit Report to be completed within 30 days of the end of the audited quarter and a copy thereof shall be provided to the Solid Waste Contractor for review and comment. The recommended imposition of liquidated damages during the past quarter shall be included in the report. The Solid Waste Contractor shall review the City's Quarterly Audit Report and within fourteen days of its receipt, provide any comments and discuss any items as desired with Public Works Director. The Public Works Director shall consider all comments and modify Quarterly Audit Report, if appropriate.

Payment of Liquidated Damages -The recommended imposition of Liquidated Damages during the past quarter of the period of the Quarterly Audit Reports shall be determined and reported by the Public Works Director to the Gulfport City Council for its consideration and approval. Recommendations for liquidated damage shall be solely based upon the Performance Standards listed in Section 3.08.a. and Section 3.08. B. of the Conditions and Specifications of this Request for Proposal. Liquidated damages imposed on the Solid Waste Contractor for the quarter of the year period computed according to the Performance Standards shall be paid to the City within fourteen (14) days after the Quarterly Audit Report is presented and approved by the Gulfport City Council.

Mitigation of Deductions for Performance Deficiencies - Force Majeure, delays caused by rain or severe weather conditions, or other events beyond the control of the Solid Waste Contractor that directly cause the Solid Waste Contractor not to meet response time of the Contract's Performance Standards shall not be included in measuring performance or shall be adjusted to account for such uncontrolled delays.

Disagreements as to Liquidated Damages - Any dispute concerning Solid Waste Contractor's performance and imposition of Liquidated Damages shall first be considered by the Public Works Director and the Solid Waste Contractor. If Solid Waste Contractor disagrees with the proposed Liquidated Damages to be imposed by the City as submitted through the Quarterly Audit Report to the Gulfport City Council, Solid Waste Contractor may request, in writing the matter be reconsidered by the Gulfport City Council at its next regular meeting. Written request shall provide basis for Solid Waste Contractor's disagreement with the recommendation of the Quarterly Audit Report.

- 3.09 Collection Equipment –The Solid Waste Contractor shall utilize new collection vehicles approved by the City for the collection and disposal of garbage, trash waste, and recyclable materials. If Alternate No. 4 is selected by the City, all vehicles shall be equipped with GPS systems that can track and record the vehicle while in service. The installed systems should provide information on the vehicle's route (including time and location) and should provide the ability to track service stops and relay information on collection needs or issues. The system should provide the ability to identify service needs – such as damaged carts, trash/rubbish piles, bulky waste, etc. – and may be utilized to track/monitor recycling participation by service area. These GPS records shall be maintained for all vehicles for the full contract period. These records shall be maintained at the contractor's office in Harrison County and shall be made available to the City upon request. If requested by the City, copies of these records shall be provided to the City either electronically or hard copy at no cost.

Vehicles utilized by Solid Waste Contractor shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health.

In the event the City, in its discretion, determines that an adequate number of vehicles are not being utilized, it shall so notify the Solid Waste Contractor in writing. Within seven (7) days of notification, Solid Waste contractor shall submit in writing a plan to address vehicle deficiencies for City's consideration and approval. Failure of the Solid Waste Contractor to implement the approved plan within a period of time acceptable to the City shall be considered just cause for termination.

All vehicles utilized by Solid Waste Contractor shall be maintained in a safe and clean operating condition, and the City, at its convenience may inspect such vehicles and review maintenance schedule consisting of daily inspections, routine maintenance records and vehicle repair records.

The Contractor shall provide a list of all vehicles (along with their VIN) that will be used for the collection and transportation to City-authorized disposal sites. Unless otherwise approved in writing, only wastes collected and transported by these vehicles under this RFP/contract may be disposed at the City-approved sites as City wastes. No vehicles, other than those identified and submitted to the City, shall be allowed or authorized to dispose of City wastes at the City-approved sites at City disposal rates. Cost of disposal of these City wastes shall be billed directly to the City by the disposal sites.

- 3.10 Emergency Plan - No later than 30 days prior to the beginning of the contract period, the Solid Waste Contractor shall provide an Emergency/Natural Disaster Plan that outlines, at a minimum, the Contractor's approach to the following:
- Operational Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;
 - Operational Plan for post disaster restoration of solid waste collection services;
 - Fleet/Equipment Management Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;

- Fleet/Equipment Management Plan for post disaster restoration of solid waste collection services;
- Labor/manpower Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;
- Labor/manpower Plan for post disaster restoration of solid waste collection services.

4.0 OPERATION

- 1.01 Office – The Solid Waste Contractor shall maintain an office at a reasonably accessible location within the boundaries of the lower six counties of the State of Mississippi (Hancock, Harrison, Jackson, Pearl River, Stone, George counties) . Unless otherwise approved by the City in its discretion, the office shall open during the hours collection on each day collection services are to be performed in the service area by the Solid Waste Contractor. The office shall be adequately staffed to accommodate the transaction of business and the registering of complaints by customers in person and by local telephone call to such office. Failure to maintain an office in accordance with this paragraph shall be considered just cause for termination.
- 1.02 Hauling – All solid waste hauled by the Solid Waste Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented. The Solid Waste Contractor shall maintain radio communication from its office with all hauling units (trucks) at all times these trucks are in operation. Solid Waste Contractor will be required to have a Driver/Operator Spill Response Standard Operating Procedure/Policy for Oil/Fluid/Solid Waste Spill incidents. The policy must be submitted to and approved by the City. An Incident Report shall be prepared and submitted to the City for all spills and leakage events within two days of such event.
- 1.03 Disposal – Solid Waste Contractor shall collection and transport to a City designated facilities, all garbage, trash waste and other solid waste materials collected in accordance with all applicable federal, state, county and municipal laws, regulations, and ordinances pertaining to the collection and transportation for disposal of such waste material. Specifically, but without limitation, such waste shall be disposed of only at a disposal sites duly licensed and permitted by all governmental entities and agencies having jurisdiction with respect to such site. Unless otherwise informed and approved by the City, the Solid Waste Contractor shall dispose of all solid waste collected under this contract in duly permitted and licensed landfills as may be identified by the Solid Waste Contractor on the Proposal Form (and from time to time) and approved by the City.
- 4.04 Sale of Recycle Materials –The Solid Waste Contractor, pursuant to the Proposal, shall be responsible for transporting and reselling or otherwise recycling all recyclable materials in such a manner as to optimize resource conservation, cost effectiveness, landfill utilization, and environmental conservation. The costs for the disposal of any

and all residual wastes from the collection and handling of the recycle materials shall be sole responsibility of the Solid Waste Contractor. The Solid Waste Contractor shall provide a quarterly report on the recycle program. The report shall include the following information: 1) the monthly volume/weight of recycling material collected within the City's service area; 2) the total monthly volume /weight of recycle material for the City's service area; 3) a breakdown by category (paper aluminum, plastic, etc.) of the actual volume/weight of material recycled each month; 4) the total monthly volume/weight of material that are not recyclable and disposition of this material. The Solid Waste Contractor shall report to the City in writing when requested the names and telephone numbers of those purchasers to whom the Solid Waste Contractor is selling recyclable material and the current prices being paid for those materials. All proceeds from the sale of the material shall be property of the Solid Waste Contractor. Solid Waste Contractor shall not landfill resalable recyclable materials. **Failure to recycle properly collected recyclable materials by reselling or other acceptable means shall be considered just cause for imposition of Liquidated Damages.**

- 4.05 Notification – The Solid Waste Contractor shall provide to the City copies of its complaint procedures, rates, regulations and days(s) for scheduled solid waste and recyclable materials collection. It shall also notify the City of any changes in such complaint procedures, rates, regulations, and day(s) for scheduled solid waste and recyclable materials collection. A copy of all such notifications shall be provided in writing to the City.
- 4.06 Point of Contact – All dealings, oral communications, etc., between the Solid Waste Contractor and the City shall be directed to the City's Public Works Director, or his/her designee.
- 4.07 Books and Records – The books and records of Solid Waste Contractor relevant to its provision of collection services in the City of Gulfport shall be available for inspection or audit by the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, legal holidays excepted. If such books and records are not regularly maintained by Solid Waste Contractor within the corporate limits of the City, Solid Waste Contractor shall present such books and records for inspection or audit at City of Gulfport, 2309 15th Street, Gulfport, Mississippi, within twenty-four hours of receipt of oral or written request. The accounting system utilized by Solid Waste Contractor shall be in accordance with generally accepted accounting principles.
- 4.08 Access to Information – The Solid Waste Contractor shall maintain books, records, documents and other evidence pertinent to its performance under this contract in accordance with accounting principles and practices generally employed by the Solid Waste Contractor on a consistent basis. The Mayor of the City of Gulfport or his/her designee/s shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours upon reasonable advance written notice to Solid Waste Contractor and provided that such inspection, audit and copying do not unreasonably interfere with Solid Waste Contractor operations. Solid Waste Contractor will provide proper facilities for such access and inspection.

5.00 COMPLIANCE WITH LAWS AND REGULATIONS

The Solid Waste Contractor shall comply with all applicable Federal, State, County and City laws, regulations, orders, decrees and ordinances as the same may be amended, including but not limited to, those of the Federal Environmental Protection Agency, the Mississippi Department of Environmental Quality and the Mississippi Department of Transportation. The same shall apply to and govern work under the Contract, and are deemed to be included in the Contract as though set forth therein. The Solid Waste Contractor shall protect and indemnify the City, its officers, employees, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, decree or ordinance whether by the Solid Waste Contractor or its employees or subcontractors

6.00 SERVICES TO HARDSHIP CUSTOMERS

Solid Waste Contractor agrees that it will provide Side Yard Collection Services to any Residence certified as a bona fide hardship case by the City. Solid Waste Contractor also agrees to provide a 65 gallon cart for garbage and an 18 gallon bin for recycling, garage-to-curb-to-garage service, for physically limited or handicapped residents, provided that the number of residences with physically limited or handicapped occupants does not exceed 1% of the total number of residences served. Should that number be exceeded, Solid Waste Contractor shall be entitled to reasonable rate relief or other reasonable compensation, as approved by the City.

7.00 NONDISCRIMINATION

The Solid Waste Contractor shall not discriminate against any person because of race, sex, age, creed, color, Religion or national origin.

8.00 LIABILITY AND INDEMNIFICATION

The Solid Waste Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement. The Solid Waste Contractor hereby agrees and covenants to indemnify and hold the City, its agents, employees, and elected officials, from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services provided under the terms of this Contract. The indemnification obligation provision herein 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 Solid Waste Contractor or under the Mississippi Workers' Compensation Act, or any other employee benefit act.

9.00 LICENSES AND TAXES

The Solid Waste Contractor shall obtain and pay for all licenses, permits and any other regulatory requirements/approvals as may be required by any applicable governmental entity for the prosecution of these services. The Solid Waste Contractor shall promptly pay taxes required by Harrison County and the City of Gulfport. Solid Waste Contractor agrees that all equipment, including vehicles, dedicated by the Solid Waste Contractor to provide the services under the Contract will be subject to the personal property ad valorem tax in Harrison County,

Mississippi. Solid Waste Contractor shall, upon request, identify to the City all such equipment and vehicles dedicated to such use. Notwithstanding the foregoing, the City acknowledges that on limited occasions the Solid Waste Contractor may utilize vehicles with license plates of another county on a temporary basis under this Contract and that any such vehicles shall not be subject to Harrison County ad valorem tax.

10.00 TERM

The Contract shall be for a six (6) year period beginning October 1, 2017 and ending, unless sooner terminated as provided herein, on September 30, 2023.

11.00 INSURANCE

The Solid Waste Contractor shall at all times during the Contract maintain in full force and effect Employee's Liability, Workman's Compensation, Public Liability and Property Damage Insurance and such other additional insurance as required by the City in the amounts set forth below. The City shall be named as an additional insured. All insurance shall be by Insurers acceptable to the City. The Selected Contractor agrees to furnish to the City, at the time the contract documents are executed, certificates of insurance satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City as evidenced by receipts of Registered or Certified mail."

For the purpose of the Contract, the Solid Waste Contractor shall carry the following types of insurance with at least the limits specified below:

<u>Coverages</u>	<u>Limits/Liability</u>
Workers' Compensation	\$ 1,000,000
Employer's Liability	\$ 1,000,000
General Liability	\$2,500,000 per occurrence \$10,000,000 aggregate
Personal & Advertising	\$2,500,000 per occurrence
Auto Liability	\$5,000,000 combined single limit
Excess Umbrella Liability	\$5,000,000 per occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverage may be provided by the Solid Waste Contractor's parent corporation, as approved by the City.

12.00 RATES

12.01 Rates

For solid waste, recycle material and trash waste collection and disposal services required to be performed under this Contract, the charges therefor shall not exceed the per Contractual Unit

rate, fixed by the Contract documents, multiplied by the number of Contractual Units receiving service from the City.

12.02 Modification to Rates

- a) Annual Contractual Unit Count. The beginning Contractual Unit count of twenty-four thousand five hundred thirty-three (24,533) shall be the number of Contractual Units effective October 1, 2017, until September 30, 2018, unless pre-empted by the happening of a Force Majeure Event.

Prior to June 15 of each year, the Solid Waste Contractor along with a representative of the City, shall perform an updated Contractual Unit count (aka, "house count") to determine Contractual Unit Count Adjustment for the next year. Beginning with the 2018 count, the Annual Contractual Unit Count may be conducted by either a physical field inspection count, GIS-based house count or another mutually acceptable methodology as agreed to by the City and the Solid Waste Contractor. The Annual Unit Count so determined shall be the number of Contractual Units on the next Anniversary Date of the Contract for the purpose of determining monthly compensation to the Solid Waste Contractor for the next service year.

- b) Emergency Contractual Unit Count Based upon Force Majeure. In the event of a Force Majeure Event (which shall be defined as war, strike, riot, crime, or act of God (e.g., hurricane, flooding, earthquake, volcano, etc.)) which renders the Solid Waste Contractor unable to perform the contracted services to the Contractual Units contemplated by this Contract for a period of more than five (5) business days after the state of emergency declaration has been lifted, Solid waste Contractor and the City shall, in no less than thirty (30) days but no greater than ninety (90) days of the occurrence of the Force Majeure Event, conduct an Emergency Contractual Unit Count. A Contractual Unit for the purpose of the Force Majeure Event shall be defined as a dwelling or dwellings, either temporary or permanent in nature, within the service area occupied by a person or group of persons. In instances where a permanent dwelling is being repaired and a temporary dwelling or dwellings are being used for housing during the course of the repair, the Contractual Unit shall remain at one (1) per residential lot without regard to the electrical services being provided. Contractual Units habitable prior to the occurrence of the Force Majeure Event, but rendered uninhabitable by the Force Majeure Event with no temporary dwelling placed on the property shall be removed from the Contractual Unit Count. Contractual Units that prior to the Force Majeure Event constituted one (1) unit and after the Force Majeure Event have more than one (1) familial unit using temporary housing on the property will be counted based upon the number of familial unit(s) inhabiting the property temporarily. Emergency Contractual Unit Counts will be conducted by the Solid Waste Contractor and the City every one hundred eighty (180) days for a period of up to two (2) years from the date of the occurrence of the Force Majeure Event. If the final Emergency Contractual Unit Count is completed between October and April, that count shall apply thru the end of the contract year and the Contractual Unit

count provided for in Section 12.02(b) shall be conducted to determine the applicable Contractual Unit count for the next contract year. If the final Emergency Contractual Unit Count is completed between April and October, then the Contractual Unit count for the next contract year shall be the final Emergency Contractual Unit Count.

12.03. Payment of Charges

- a) Application for payment. The Solid Waste Contractor shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This payment application shall be sent to: City of Gulfport, Mississippi, Attn: Director of Public Works, P.O. Box 1780, Gulfport, MS 39502.
- b) Payment. The City shall, within forty-five (45) days of the date of the invoice, pay the Contractor for all sums billed for services completed. To the extent that the City disputes any portion of an invoice, the City shall notify the Solid Waste Contractor within thirty (30) days of the date of the invoice and may, at its sole discretion, withhold payment of that portion until such time as the dispute is resolved.
- c) Claims for additional or other compensation. No claim for additional or other compensation beyond the Fees shall be allowable unless the Solid Waste Contractor makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

13.00 OWNERSHIP

Title to Solid Waste, Trash Waste, and Recyclables that the Solid Waste Contractor has collected, and thereby agreed to accept shall pass to the Solid Waste Contractor when placed in the Solid Waste Contractor's collection vehicle, removed by Solid Waste Contractor from curbside recycle container or removed by Solid Waste Contractor from Residential Unit. The Solid Waste Contractor shall be responsible for the disposal of any and all residual wastes associated with the recycling program.

14.00 NO AGENCY

Solid Waste Contractor acknowledges that it is an independent Contractor and not the agent of the City for any purpose. The City assumes no responsibility for the collection for fees or other debts owed to Contractor.

COMPLETION OF THE PROPOSAL FORM

BASE BIDS

BASE BID 1:

On the proposal form, please provide the per contractual unit price per month for the following services by the Solid Waste Contractor [hereinafter, SWC]:

- Once per week semi-automated (rear load) garbage collection via a proposer provided new 65 gallon cart and disposal at an approved disposal facility.
- Once per week recycle material collection via a proposer provided new 18 gallon bin and disposal at an approved Material Recovery Facility.
- Once per week track waste collection for piles six (6) cubic yards or less.
- Unlimited trash waste upon request (within 72 hours of request, not including Sundays and contractual holidays).

BASE BID 2:

On the proposal form, please provide the per contractual unit price per month for the following services by the SWC:

- Once per week automated (side load) garbage collection via a proposer provided new 65 gallon cart and disposal at an approved disposal facility.
- Once per week recycle material collection via a proposer provided new 18 gallon bin and disposal at an approved Material Recovery Facility.
- Once per week track waste collection for piles six (6) cubic yards or less.
- Unlimited trash waste upon request (within 72 hours of request, not including Sundays and contractual holidays).

ALTERNATES

On the proposal form, please provide the incremental increase or decrease (decrease noted in ()) per Contractual Unit price per month for the following alternate services that may be selected by the City:

ALTERNATE 1. In lieu of the new 18 gallon bin for recycle material, SWC shall provide a new 35 gallon cart for recycle material.

ALTERNATE 2. In lieu of the new 65 gallon cart for garbage, SWC shall provide a new 95 gallon cart for garbage.

ALTERNATE 3. SWC shall cause a chip tracking device (Radio Frequency Identification tags) to be placed in each cart or bin prior to delivery to the contractual unit as more fully set forth in the RFP.

ALTERNATE 4. SWC shall cause all collection trucks to be equipped with GPS monitoring capability as more fully set forth in the RFP.

ALTERNATE 5. In lieu of once per week garbage collection, SWC shall provide twice per week garbage collection (collection of recycle material remains at once per week).

PROPOSAL FORM – REQUEST FOR PROPOSALS
COLLECTION OF RESIDENTIAL GARBAGE, CURBSIDE RECYCLING, AND TRASH WASTE
CITY OF GULFPORT, MISSISSIPPI

BASE BID 1	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Rear load (semi-automated) once per week garbage and recycle material collection and disposal with 18 gallon bin for recycle material and 65 gallon wheeled cart for solid waste (garbage); with trash pick up	35 gallon cart with wheels for recycle material	65 gallon cart with wheels for solid waste (garbage)	Tracking chip in recycle bin/cart and garbage cart	Collection trucks outfitted with GPS	Twice per week garbage collection and disposal (recycle remains once per week)
<i>Base Bid Amount per unit:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>
\$	\$	\$	\$	\$	\$

BASE BID 2	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Side load (automated) once per week garbage and recycle material collection and disposal with 18 gallon bin for recycle material and 65 gallon wheeled cart for solid waste (garbage); with trash pick up	35 gallon cart with wheels for recycle material	65 gallon cart with wheels for solid waste (garbage)	Tracking chip in recycle bin/cart and garbage cart	Collection trucks outfitted with GPS	Twice per week garbage collection and disposal (recycle remains once per week)
<i>Base Bid Amount per unit:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>
\$	\$	\$	\$	\$	\$

We propose to use the following landfill/s for garbage: _____

We propose to use the following landfill/s for trash waste (rubbish, yard waste and bulky waste): _____

Proposal of _____ (Proposer's name)

Signed: _____

Date: _____

**RESIDENTIAL AND LIGHT COMMERCIAL SOLID WASTE, TRASH WASTE AND
RECYCLE MATERIAL COLLECTION AND DISPOSAL
SERVICES AGREEMENT
BETWEEN THE CITY OF GULFPORT AND NAME OF THE SELECTED CONTRACTOR**

THIS AGREEMENT made this _____ day of _____, 2017, by and between the City of Gulfport, Mississippi, hereinafter referred to as the "City", and Name of the Selected Contractor, hereinafter referred to as the "Solid Waste Contractor",

WITNESSETH:

WHEREAS, the Solid Waste Contractor did on the _____ day of _____ 2017, submit a proposal for collection and disposal/processing of garbage waste, trash waste, and recycle material within the corporate limits of the City of Gulfport, Mississippi, and to perform such work as be incidental thereto.

Now, therefore, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Solid Waste Contractor is hereby granted sole and exclusive franchise license and privilege within the Service Area of the City of Gulfport, Mississippi, (City) and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide garbage waste, trash waste and recycling collection/processing services as specified and to perform all of the work called for and described in the Contract documents.
2. The contract documents shall include the following documents, and this contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this contract:
 - a) Request for Proposals;
 - b) Instructions to Proposers;
 - c) Executed Proposal Form;
 - d) Other Proposal Documents;
 - e) Conditions and Specifications;
 - f) Payment Bond;
 - g) Performance Bond;

- h) This Instrument;
 - i) Any Addenda or changes to the foregoing documents agreed to by the parties herein;
 - j) The resolution by the City authorizing the execution of this document.
3. All provisions of the contract documents shall be strictly complied with and conformed to by the Solid Waste Contractor. The Solid Waste Contractor agrees to perform this contract in accordance with the terms thereof, and that no amendment to this contract shall be made except upon written amendment executed by the parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.
4. This contract is entered into subject to the following conditions:
- a) The Solid Waste Contractor shall procure and keep in full force and effect throughout the term of this contract all of the bonds and insurances policies specified in, and required by, the contract documents.
 - b) Neither the Solid Waste Contractor nor the City shall be liable for the failure to perform their duties if such is caused by a catastrophe, riot war, act of God, or other similar or different contingency beyond the reasonable control of the Solid Waste Contractor and /or the City.
 - c) The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state, or federal law. In the event that any provision, or portion thereof, of any contract document shall be found to be invalid or unenforceable, then such provision, or portion thereof, shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion of the contract documents.
 - d) The laws of the State of Mississippi shall govern the rights, obligations, duties and liabilities of the parties to this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state courts in and for Harrison County, Mississippi. Venue shall lie exclusively in Harrison County.
 - e) Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law or other immunity or any limits on liability set forth in the Mississippi Tort Claims Act.

5. The following Alternates were selected by the City and included in this for a total Contractual Unit rate of \$_____ for the life of the contract:
[outline and insert the alternates selected and unit the cost for each]
6. Termination. Either party may terminate this Agreement if the other party fails to perform any of its material obligations hereunder. A default by the Solid Waste Contractor shall be any failure to operate in accord with this Agreement and the documents incorporated here. Before a party may terminate this Agreement pursuant to this paragraph, the non-defaulting party shall give written notice to the other party that a default exists which will, unless corrected, constitute an event of default of the defaulting party. The notice shall inform the defaulting party that this Agreement shall be terminated unless the default is cured within seven (7) days following the defaulting party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting party exercises continuance diligent efforts to cure the default during the extended cure period. If the defaulting party fails to cure the default within the cure period, the non-defaulting party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting party. Upon termination, the non-defaulting party may cure the default at the expense of the non-defaulting party, and have recourse to any other right or remedy to which the non-defaulting may be entitled under this Agreement, at law or in equity.
7. The agreed upon "Performance Date" for commencement of this contract is the _____ day of _____, 2017.

IN WITNESS WHEREOF, the City of Gulfport and the Solid Waste Contractor have executed this contract as of the day and year written above.

CITY OF GULFPORT, MISSISSIPPI:

Billy Hewes, Mayor

Attest _____
Linda Elias, City Clerk

[INSERT NAME OF SOLID WASTE CONTRACTOR]:

Name and Title of person executing

Attest _____
Name and Title of person attesting

COMPLETION OF THE PROPOSAL FORM

1 of 3

BASE BIDS

BASE BID 1:

On the proposal form, please provide the per contractual unit price per month for the following services by the Solid Waste Contractor [hereinafter, SWC]:

- Once per week semi-automated (rear load) garbage collection via a proposer provided new 95 gallon cart and disposal at an approved disposal facility.
- Once per week recycle material collection via a proposer provided new 18 gallon bin and disposal at an approved disposal facility.
- Once per week track waste collection for piles six (6) cubic yards or less.
- Unlimited trash waste upon request (within 72 hours of request, not including Sundays and contractual holidays).

BASE BID 2:

On the proposal form, please provide the per contractual unit price per month for the following services by the SWC:

- Once per week automated (side load) garbage collection via a proposer provided new 95 gallon cart and disposal at an approved disposal facility.
- Once per week recycle material collection via a proposer provided new 18 gallon bin and disposal at an approved disposal facility.
- Once per week track waste collection for piles six (6) cubic yards or less.
- Unlimited trash waste upon request (within 72 hours of request, not including Sundays and contractual holidays).

ALTERNATES

On the proposal form, please provide the incremental increase or decrease (decrease noted in 0) per Contractual Unit price per month for the following alternate services that may be selected by the City:

ALTERNATE 1. In lieu of the new 18 gallon bin for recycle material, SWC shall provide a new 35 gallon cart for recycle material.

ALTERNATE 2. Left blank intentionally.

ALTERNATE 3. SWC shall cause a chip tracking device (Radio Frequency Identification tags) to be placed in each cart or bin prior to delivery to the contractual unit as more fully set forth in the RFP.

ALTERNATE 4. SWC shall cause all collection trucks to be equipped with GPS monitoring capability as more fully set forth in the RFP.

ALTERNATE 5. In lieu of once per week garbage collection, SWC shall provide twice per week garbage collection (collection of recycle material remains at once per week).

Attachment "A"

PROPOSAL FORM - REQUEST FOR PROPOSALS
COLLECTION OF RESIDENTIAL GARBAGE, CURBSIDE RECYCLING, AND TRASH WASTE
CITY OF GULFPORT, MISSISSIPPI

BASE BID 1	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Rear load (semi-automated) once per week garbage and recycle material collection, transport and disposal with 18 gallon bin for recycle material and 95 gallon wheeled cart for solid waste (garbage); with trash pick up	35 gallon cart with wheels for recycle material	Left blank intentionally.	Tracking chip in recycle bin/cart and garbage cart	Collection trucks outfitted with GPS	Twice per week garbage collection and disposal (recycle remains once per week)
Base Bid Amount per unit: \$ 15.99 per month	Incremental increase over base bid of: \$ 1.76 per month	Incremental increase over base bid of: \$	Incremental increase over base bid of: \$ 0.00 included	Incremental increase over base bid of: \$0.00 included	Incremental increase over base bid of: \$ 20.85 per month

BASE BID 2	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Side load (automated) once per week garbage and recycle material collection, transport and disposal with 18 gallon bin for recycle material and 95 gallon wheeled cart for solid waste (garbage); with trash pick up	35 gallon cart with wheels for recycle material	Left blank intentionally	Tracking chip in recycle bin/cart and garbage cart	Collection trucks outfitted with GPS	Twice per week garbage collection and disposal (recycle remains once per week)
Base Bid Amount per unit: \$ 15.99 per month	Incremental increase over base bid of: \$ 1.76 per month	Incremental increase over base bid of: \$	Incremental increase over base bid of: \$ 0.00 included	Incremental increase over base bid of: \$0.00 included	Incremental increase over base bid of: \$ 20.85 per month

We propose to use the following landfill/s and/or transfer stations for garbage: Waste Management Pecan Grove Landfill for Solid Waste
We propose to use the following landfill/s and/or transfer stations for trash waste (rubbish, yard waste and bulky waste): Team Waste Firstower Landfill

Proposal of Waste Pro of Mississippi, Inc (Proposer's name)
Signed: _____
Date: May 24th, 2017

Waste Pro of Mississippi, Inc would like the opportunity to discuss and present several options that will significantly lower the City of Gulfport's Collection and Disposal costs from 20-35%.

Base Bid 1

Break down pricing proposal as follows:

A-Dollar amount attributable to curbside containers, collection and transport	\$ 12.99
B-Dollar amount attributable to disposal	\$ 3.00
TOTAL OF A PLUS B (Should be equal total amount of Base Bid)	\$ 15.99

Base Bid 2

Break down pricing proposal as follows:

A-Dollar amount attributable to curbside containers, collection and transport	\$ 12.99
B-Dollar amount attributable to disposal	\$ 3.00
TOTAL OF A PLUS B (Should be equal total amount of Base Bid)	\$ 15.99



July 6, 2017

City of Gulfport
Mayor Billy Hewes
2309 15th St, Gulfport, MS 39501

Re: Waste Pro proposal to City of Gulfport – July 5, 2017 request

Dear Billy,

Pursuant to your email request for Best & Final pricing, this is Waste Pro's pricing for solid waste and recycling services for Gulfport. This has been a long and complicated process, but we have reached a conclusion that is very beneficial to Gulfport's leaders and citizens.

Gulfport defined service requirements and terms

- Twice a week garbage pick-up (95 gallon carts)
- New Carts
- Rear load trucks
- Every-Other-Week curbside recycle pick-up (18 gallon bins)
- Unlimited trash/rubbish collection and disposal
- Development, completion, and submittal of City of Gulfport Solid Waste Plan
- Community education program
- Six-year contract

Waste Pro price

- With existing garbage carts: **\$12.67/mo** (\$14.36 including garbage disposal)
- With new garbage carts: **\$12.97/mo** (\$14.66 including garbage disposal)

Landfill fee for garbage: As previously proposed, Waste Pro will provide a rate equal to the amount HCUA pays WM-Pecan Grove for garbage disposal, which we understand is currently \$15/ton. This calculates to \$1.69/HH/mo based on HCUA data, but our offer to Gulfport is NOT contingent on whatever rate Waste Pro pays WM-Pecan Grove.

I look forward to reviewing this offer with you. I am available the rest of today and tonight, and Friday before 9:30a and after 3p.

Best regards,

Tim Herman
Senior VP - Chief Development Officer



May 22, 2017

Ms. Connie Debenport, CPPB
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

RE: **Solid Waste Collection & Disposal and Curbside Recycling Collection,
City of Gulfport**

Dear Ms. Debenport, and selection team:

Waste Pro has a very good understanding of the scope of work to be done and the level of service that is expected by City of Gulfport ("City"). We are the current providers of all refuse services in Gulfport currently. We welcome the opportunity to work with you and the other City staff members. Waste Pro prides itself in having a known reputation of providing the best service available in our industry. Waste Pro has grown not by always being the low bidder but by being "the distinguishable difference" and concentrating on buying the very best equipment, hiring the very best people and providing "world class" service.

In our proposal, we acknowledge and have a full understanding of services requested. We strive to exceed service expectations and HAVE THE RESOURCES to Begin by the date requested.

Waste Pro's management team members have individually had from fifteen (15) to forty (40) years of experience each in the solid waste and recycling industry in the southeastern United States but LIVE in Gulfport. We know this business and OUR CITY. We know how to handle hurricane cleanup. We know how to handle special events. We know what to expect and are fully prepared to handle it to your satisfaction.

Should Waste Pro be favored with the City's new contract we are confident of our ability to provide a smooth transition. Our trucks will be delivered and ready to go on day one. We currently have access to the equipment needed to begin without any delay. We have attached a list of current equipment on hand locally, but have access through our vendors to obtain any new equipment needed prior to start.

We are confident you will receive a positive response from any and all of our municipal contract customers. Waste Pro is the only waste collection company that can confidently make that statement.

The trucks that are used by Waste Pro will be NEW and are constructed to be safe, productive and provide a comfortable work base for our employees. The trucks are kept clean and have a striking environmentally themed color scheme with customized signage to represent local themes within the City. Each truck is equipped with five (5) closed circuit television and audio for safety purposes. The hydraulic lines are reinforced with an exterior armor to prevent leakage and hydraulic spills. Waste Pro has truck specifications that are above the industry standard for safety and reliability.

We realize that the selection of a potential new vendor is one of the biggest decisions that the City will have to make this year.

Waste Pro is a well-funded private company with the resources and commitment to provide Cities, Counties, and private commercial businesses with the finest service available. We look forward to assisting in the WIN-WIN relationship that can begin TODAY!

Sincerely,

Tim J. Herman
Senior Vice President
Waste Pro of Mississippi, Inc.

Management Team

Tim Herman- Senior Vice President/Chief Development Officer

Tim is responsible for the expansion of Waste Pro into new markets via startups and acquisitions. Tim also has cooperate oversite for the Mississippi Gulf Coast market. With more than 30 years of experience in the solid waste industry, Tim has served in virtually every facet of the business, starting from the back of the garbage truck to founding Weis Waste and Delta Management Group - 2 of the nations largest waste brokerage firms, which have managed waste programs for Target, Office Depot, Kohl's, Tractor Supply, Brinker International, Radio Shack, Best Buy and many other leading companies. In 2007, Entrepreneur Magazine listed Delta Management Group as one of the 500 fastest growing privately-held companies in the US (#161). Target Stores named Delta Management Group its Environmental Vendor of the Year and honored the company with their Partner of Excellence Award in 2005. Tim has served on the executive teams of 4 of the top 25 waste companies in the United States.

Steve Bubert- Waste Pro of Mississippi Senior Division Manager

Steve is the Division Manager for all of Waste Pro's Mississippi Gulf Coast companies.

Steve grew up in the waste management business his father began in the late 70's. He began his career on the back of a residential garbage truck and has progressed through various levels of management over the last 22 years. Steve relocated to Mississippi in January of 2017. He has extensive industry experience from driving/repairing trucks to managing multiple business units.

Management Team

Rupert Jemmott- Mississippi Gulf Coast Operations Manager

Rupert "Binky" is the Operations Manager for the Mississippi Gulf Coast operations. He has more than 20 years of industry experience in routing, budgeting and operations management. Binky attended Suffolk Community College and majored in Criminal Justice. He has acquired an extensive amount of management, leadership and safety training while working in the waste industry. Binky was previously with Waste Management for 15 years. An Army veteran that was deployed to Korea, he joined Waste Pro in 2012.

Binky, his wife and family reside in Gulfport, MS.

Jon Bierd- Mississippi Gulf Coast Municipal Marketing Manager

Jon has more than 20 years of solid waste industry experience with 16 years of those managing municipal accounts. He has experience working for BFI, USA Waste, Waste Management and Waste Connections, serving 12 years in the roles of District Manager, Division Manager and Division Vice President. Jon attended the University of Wisconsin and Madison College, majoring in Sociology and Business. Jon has served on the board of the Salvation Army and was recently named Chairman of the Board.

Jon and his wife reside in Harrison County.

Management Team

John Baptiste- Residential Route Supervisor HCUA

John is the lead supervisor for our Harrison County operations.

John has more than 9 years of industry experience in routing, customer relations, and safety. He started at advance Disposal in 2008 as a CDL Route Driver and was promoted to manager in 2010. John joined the Waste Pro team in 2012 as a lead Residential Route Manager for the Harrison County contract.

John and his family reside in Gulfport, MS.

Charles Roberts- Residential Route Supervisor

Charles is the Residential Route Supervisor for the Gulfport division.

Charles has more than 17 years of industry experience in routing, customer service and safety. He started in the waste industry in 2000 as a CDL Route Driver with Allied Waste. Throughout his career he has held several management positions. He joined Waste Pro in 2014 as a Residential Route Manager for the Harrison County contract.

Charles and his family reside on Gulfport, MS.

Management Team

Gregory Arnold- Residential Route Supervisor

Gregory is the Residential Route Supervisor for the Gulfport division.

Gregory has more than 6 years of industry experience in commercial driving, route auditing and as a resolution specialist. He is a 23 year Navy veteran that served as a Navy Recruiter. Gregory started with Waste Pro in 2013 as a Residential route Supervisor for the Harrison County contract. In his free time, Gregory enjoys coaching the youth in Harrison County for the Leisure Services Basketball program.

Gregory and his family reside in Harrison County, MS.

Tom Gintner- Mississippi Gulf Coast Maintenance Manager

Tom is the Maintenance manager for Gautier and Gulfport division.

He has more than 25 years of experience in the waste industry.

Tom started as a mechanic with Waste Management. Through his career he has managed shops for Waste Management and Advance Disposal.

He joined Waste Pro in 2011 as a Regional Maintenance Manager.

Tom and his family reside in Daphne, AL.

Management Team

Kimetra Leggins- Regional HR Director, MissLou Region – A Native of Moss Point, MS

Kimetra has 10 years of experience in Human Resources. Prior to joining Waste Pro, she provided human resources, marketing, and payroll support services to a national telecommunications company. She joined the Waste Pro team in 2012 as an HR Generalist and promoted to Regional HR Manager in 2016. Her responsibilities include, handling employee relations issues, payroll, benefits, as well as recruiting, coordinating the onboarding of new hires, and managing training programs for employees throughout the region. Kimetra obtained her Bachelor's degree and her Master's in Business Administration (MDA) from the University of Southern Mississippi.

Dennis Huggins- Regional Controller, MissLou Region

Dennis has more than 20 years of solid waste industry experience dealing with financial, pricing, and operation activities. He is a graduate from the University of West Alabama with a B.B. degree in Accounting and Business Administration. Dennis was previously with Waste Management, Browning Ferris Industries (BFI), Progressive Waste and Waste Connections. Dennis joined the Waste Pro team in 2017. He has financial and accounting responsibility for our Mississippi operations.

Dennis, his wife and family reside in Mandeville, LA.

Antoine P. Jemmott – MRF Site Manager

Antoine Jemmott, better known as "Tony", is the Material Reclamation Facility Site Manager for the Gautier and Gulfport Division.

He has 3 years of industry experience directing production, staff, budgeting, labor, commodity pricing and sales, shipping, safety and overall operations management. He attended Withlacoochee Technical College and Los Rios Community College, and majored in Law Enforcement Operations. He has acquired an extensive amount of experience in a relatively short time in the waste industry as the Site Manager of the Gulfport MRF.

Tony retired from a career in Law Enforcement, working for the El Dorado County Sheriff's Office in Northern California. Prior to that he excelled as a Correctional Officer for the Florida Dept. of Corrections. He has served as an Associate Pastor for many years at Calvary Chapel of Northern California. He also served as the Chaplain and Board Member of Placerville Christian School. He spent five years as a Board Member of the El Dorado Union High School District in Placerville, California. He was a volunteer youth basketball coach for fifteen years for the Placerville Parks and Recreation Department. He is a veteran of the United States Air Force, and proud father of five children, four of whom are currently serving as active duty members in the Air Force and Navy. His fifth child is a freshman in high school. He is a lifelong New York Mets fan who considers his most important role as that of husband to his beautiful wife, Danyelle, who he has been married to for almost twenty six years.

Tony has utilized his vast experience from multiple careers to manage the various duties associated with overseeing the personnel, production, maintenance and priorities in his role as Site Manager.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Waste Pro of Mississippi
4205 Beasley Road Gautier MS 39553
as Principal, hereinafter called the Principal; and RLI Insurance Company
9025 N. Lindbergh Drive Peoria IL 61615
a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Gulfport, MS
1410 24th Avenue, Hardy Building, 2nd Floor Gulfport MS 39501
as Oblige, hereinafter called the Oblige, in the sum of Fifty Thousand Dollars and 00/100
Dollars (\$ \$50,000.00),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Request for Proposals for Collection of Residential and Light
Commercial Garbage, Curbside Recycling and Trash Waste

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 19th day of May, 2017

Waste Pro of Mississippi

(Principal)

(Seal)

By:

(Title)

(Witness)

RLI Insurance Company

(Surety)

(Seal)

By:

Attorney-in-Fact Carl Thomas McFarland, Jr.

(Title)



RLI Surety
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Lisa Pless, Carl Thomas McFarland, Jr., jointly or severally

in the City of Atlanta, State of Georgia its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of August, 2016.



RLI Insurance Company

By:

B. W. Davis
Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 1st day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jacqueline M. Bockler
Jacqueline M. Bockler

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 1st day of Aug, 2016.

RLI Insurance Company

By:

B. W. Davis
Barton W. Davis

Vice President



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2016

Admitted Assets

Investments:

Fixed maturities	\$ 691,592,014
Equity securities	890,779,919
Short-term investments	3,606,726
Real estate	30,057,188
Properties held to produce income	0
Cash on hand and on deposit	14,824,739
Other invested assets	23,787,904
Receivables for securities	65,707
Agents' balances	72,408,650
Investment income due and accrued	6,410,724
Funds held	4,000
Reinsurance recoverable on paid losses	9,891,389
Federal income taxes receivable	1,880,750
Net deferred tax asset	0
Guarantee funds receivable or on deposit	46,136
Electronic data processing equipment, net of depreciation	3,036,720
Receivable from affiliates	824,582
Other admitted assets	4,154,773

Total Admitted Assets \$ 1,763,351,921

State of Illinois }

County of Peoria }

Liabilities and Surplus

Liabilities:

Reserve for unpaid losses and loss adjustment expenses	\$ 489,669,057
Unearned premiums	238,082,518
Accrued expenses	54,157,871
Funds held	559,190
Advance premiums	5,514,072
Amounts withheld	75,489,279
Dividends declared and unpaid	29,298
Ceded reinsurance premium payable	5,073,678
Payable for securities	1,182,782
Statutory penalties	470,200
Current federal & foreign income taxes	0
Federal income tax payable	11,018,129
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	3,615,055
Other liabilities	8,514,592
Total Liabilities	<u>\$ 893,375,721</u>

Surplus:

Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	607,524,741

Total Surplus \$ 859,976,200

Total Liabilities and Surplus \$ 1,753,351,921

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of _____ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2016.

Attest:

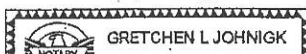


{ Corporate
Seal
Affixed }

Craig Kliethermes
Craig Kliethermes President

Cherie L. Montgomery
Cherie L. Montgomery Assistant Secretary

Sworn to before me this 13th day of March, 2017.



{ Notarial }

Mitchell L. O'Brien

May 19th, 2017

RE: Waste Pro of Mississippi
4205 Beasley Rd.
Gautier, MS 39553

Project: City of Gulfport, MS - Request for Proposals for Collection of Residential and Light Commercial Garbage, Curbside Recycling and Trash Waste

To Whom It May Concern:

Waste Pro is bonded by RLI Insurance Company. RLI Insurance Company maintains an "A+" Rating with A.M. Best Company and has a U.S. Treasury listing of \$69,343,000.

If Waste Pro is the successful bidder on the above referenced project under consideration and requests that we provide a Performance bond in the amount of Two Million Dollars (\$2,000,000.00), and we will be prepared to execute such bonds subject to our normal underwriting.

Our consideration of each bond is subject to acceptance of bond forms, terms and conditions of each contract to be considered as well as confirmation that the current financial position supports such an obligation.

It is understood, of course, that any arrangement for the Performance bond is a matter between Waste Pro and ourselves and we assume no liability to you or to your third parties if for any reason we do not execute said bonds.

RLI Insurance Company is duly authorized to do business in all States including Mississippi.

Very truly yours,

RLI INSURANCE COMPANY

By: 

Carl Thomas McFarland, Jr.

Attorney-in-Fact



RLI Surety
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036
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Lisa Pless, Carl Thomas McFarland, Jr., jointly or severally

in the City of Atlanta, State of Georgia its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

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IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of August, 2016.

RLI Insurance Company

By:

Barton W. Davis

Vice President



State of Illinois

County of Peoria

} SS

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By:

Jacqueline M. Bockler

Notary Public



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RLI Insurance Company

By:

Barton W. Davis

Vice President



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2016

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County of Peoria

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Attest:



{ Corporate
Seal
Affixed }

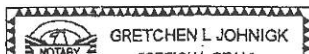
Craig Kliethermes

President

Cherie L. Montgomery

Assistant Secretary

Sworn to before me this 13th day of March, 2017.



{ Notarial }

Mitchell L. Johnick



DELBERT HOSEMANN
Secretary of State

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, C. DELBERT HOSEMANN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 30th day of November, 2009, the State of Mississippi issued a Charter/Certificate of Authority to:

WASTE PRO OF MISSISSIPPI, INC.

That the state of incorporation is Mississippi.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said Waste Pro of Mississippi, Inc. is in good standing at this time.

Given under my hand and seal of office
the 26th day of January, 2017

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
Secretary of State

Certificate Number: CN17032648

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
105058554-AII*-GAWU-16-17	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: LM Insurance Corporation		33600
	INSURER C: North American Elite Insurance Company		29700
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

ATL-004170543-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		TB2-621-093780-106	11/22/2016	11/22/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		AS2-621-093780-096	11/22/2016	11/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		UMB 2000589 00	11/22/2016	11/22/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WA5-62D-093780-046 (AOS)	11/22/2016	11/22/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation		EW5-62N-093780-056 (FL)	11/22/2016	11/22/2017	Employers Liability: \$ 1,000,000 SIR: \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Collection of Residential Garbage, Curbside Recycling and Trash Waste

Certificate holder is/are included as additional insured where required by written contract with respect to general liability and auto liability. Umbrella is follow form per policy terms and conditions.

CERTIFICATE HOLDER

Harrison County Utility Authority
10271 Express Drive
Gulfport, MS 39063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Juan Hernandez

Juan Hernandez

Policy Number: AS2-621-093780-096
 Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the Company	Per schedule on file with the Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number **TB2-621-093780-106**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company	Per schedule on file with the company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTAL SCHEDULES

WITH INDEPENDENT AUDITOR'S REPORT

December 31, 2016 and 2015

WASTE PRO USA, INC. AND SUBSIDIARIES

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INDEPENDENT AUDITOR'S REPORT

Waste Pro USA, Inc. and Subsidiaries
Longwood, Florida

We have audited the accompanying consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2016 and 2015, and the related consolidated statements of operations, changes in stockholders' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

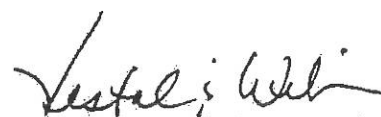
Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waste Pro USA, Inc. and Subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.


Certified Public Accountants

March 31, 2017

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2016 and 2015

ASSETS

	2016	2015
CURRENT ASSETS:		
Cash	\$ 11,695,737	\$ 11,707,557
Accounts receivable - net	65,008,316	58,259,979
Other current assets	7,241,197	9,793,974
Income taxes receivable	115,880	517,255
Deferred tax assets	4,210,000	3,575,000
TOTAL CURRENT ASSETS	88,271,130	83,853,765
PROPERTY AND EQUIPMENT:		
Vehicles	390,956,513	342,795,651
Containers	178,527,651	158,621,327
Equipment	30,294,598	25,979,399
Land and buildings	97,498,903	89,560,377
Leasehold improvements	25,533,573	19,300,114
Furniture and fixtures	10,710,838	10,266,754
Construction in process	14,185,964	9,802,028
	747,708,040	656,325,650
Less accumulated depreciation and amortization	364,850,894	308,912,446
PROPERTY AND EQUIPMENT - Net	382,857,146	347,413,204
OTHER ASSETS:		
Restricted cash	2,053,222	1,966,809
Goodwill	68,099,194	62,553,253
Other assets	564,647	175,809
TOTAL OTHER ASSETS	70,717,063	64,695,871
	\$ 541,845,339	\$ 495,962,840

(Continued)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2016 and 2015

LIABILITIES AND STOCKHOLDERS' DEFICIT

	2016	2015
CURRENT LIABILITIES:		
Current maturities of long-term debt	\$ 6,066,898	\$ 4,690,361
Accounts payable	32,254,905	28,012,321
Accrued liabilities	40,666,501	37,599,647
Deferred revenue	17,997,766	16,181,633
TOTAL CURRENT LIABILITIES	96,986,070	86,483,962
OTHER LIABILITIES:		
Line of credit	140,410,128	126,852,370
Term loan - noncurrent	412,637,500	392,000,000
Installment notes - noncurrent	6,421,921	1,651,954
Less: unamortized debt issuance costs	(18,584,789)	(23,302,748)
Long-term debt - net	400,474,632	370,349,206
Accrued capping, closure and post-closure costs	20,807,865	18,999,178
Deferred tax liabilities	34,180,000	37,688,000
TOTAL OTHER LIABILITIES	595,872,625	553,888,754
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' DEFICIT:		
Additional paid-in capital	12,239,355	11,638,755
Accumulated deficit	(163,252,711)	(156,048,631)
TOTAL STOCKHOLDERS' DEFICIT	(151,013,356)	(144,409,876)
	\$ 541,845,339	\$ 495,962,840

(Concluded)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

For the Years Ended December 31, 2016 and 2015

	2016	2015
REVENUES	\$ 562,791,126	\$ 528,536,029
COSTS AND EXPENSES:		
Operating	416,072,616	388,898,032
General and administrative	50,848,295	48,047,448
Depreciation and amortization - property and equipment	60,862,270	56,101,955
TOTAL COSTS AND EXPENSES	527,783,181	493,047,435
INCOME FROM OPERATIONS	35,007,945	35,488,594
OTHER INCOME (EXPENSE):		
Other income (expense) - net	(572,654)	2,652
Goodwill impairment loss	(439,144)	(1,039,029)
Interest expense	(46,537,210)	(44,216,462)
Gain (loss) on disposal of property and equipment	(70,163)	270,666
OTHER EXPENSE - Net	(47,619,171)	(44,982,173)
LOSS BEFORE PROVISION FOR INCOME TAX BENEFIT	(12,611,226)	(9,493,579)
BENEFIT FROM INCOME TAXES	(5,407,146)	(5,714,169)
NET LOSS	\$ (7,204,080)	\$ (3,779,410)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT

For the Years Ended December 31, 2016 and 2015

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount			
BALANCE - January 1, 2015	18,979,130	\$ -	\$ 12,420,255	\$ (152,269,221)	\$ (139,848,966)
Repurchase of common stock	(53,500)	-	(792,500)	-	(792,500)
Exercise of employee stock options	500	-	11,000	-	11,000
Net loss	-	-	-	(3,779,410)	(3,779,410)
BALANCE - December 31, 2015	18,926,130	-	11,638,755	(156,048,631)	(144,409,876)
Issuance of common stock	17,000	-	442,000	-	442,000
Repurchase of common stock	(15,700)	-	(248,000)	-	(248,000)
Exercise of employee stock options	40,660	-	406,600	-	406,600
Net loss	-	-	-	(7,204,080)	(7,204,080)
BALANCE - December 31, 2016	18,968,090	\$ -	\$ 12,239,355	\$ (163,252,711)	\$ (151,013,356)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2016 and 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (7,204,080)	\$ (3,779,410)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Provision for bad debts	881,890	843,499
Depreciation and amortization - property and equipment	60,862,270	56,101,955
Goodwill impairment loss	439,144	1,039,029
Accretion of accrued capping, closure and post-closure costs	774,778	715,552
Amortization of debt issuance costs	4,936,775	4,902,075
Gain (loss) on disposal of property and equipment	70,163	(270,666)
Deferred income taxes	(4,143,000)	(4,995,000)
Cash flows from changes in assets and liabilities, net of business acquisitions:		
Accounts receivable	(7,630,227)	(1,205,587)
Other current assets	2,552,777	4,564,438
Income taxes receivable	401,375	611,231
Restricted cash	(86,413)	(81,224)
Other assets	41,162	(885)
Accounts payable	4,242,584	12,189,241
Accrued liabilities	2,929,180	(2,443,464)
Deferred revenue	1,675,463	356,721
Other liabilities	(218,816)	-
Net cash provided by operating activities	60,525,025	68,547,505
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(84,052,230)	(77,260,609)
Proceeds from sale of property and equipment	1,474,681	1,289,907
Repayments on note receivable	-	57,946
Acquisitions of businesses	(11,724,702)	(760,000)
Net cash used in investing activities	(94,302,251)	(76,672,756)

(Continued)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2016 and 2015

	2016	2015
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net borrowings on lines of credit	13,557,758	11,722,891
Borrowings of long-term debt	25,000,000	-
Principal payments on long-term debt	(4,950,952)	(6,717,440)
Proceeds from sale of common stock	406,600	11,000
Repurchases of common stock	(248,000)	(792,500)
Net cash provided by financing activities	33,765,406	4,223,951
NET DECREASE IN CASH	(11,820)	(3,901,300)
CASH - Beginning of year	11,707,557	15,608,857
CASH - End of year	\$ 11,695,737	\$ 11,707,557
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Income tax refunds and credits received	\$ 1,143,000	\$ 825,800
Cash paid for interest	\$ 40,123,000	\$ 41,508,209

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

During 2016, the Company partially funded two acquisitions of businesses with \$2,250,000 in seller financing and by issuing 17,000 shares of common stock of the Company valued at \$442,000.

During 2016, the Company financed \$4,484,956 in equipment purchases with a finance company.

During 2016, the Company reduced goodwill and accrued liabilities by approximately \$125,000 for contingent payments related to a 2012 business acquisition, which management has determined the Company is no longer liable.

During 2015, the Company reduced goodwill by approximately \$1,055,000 for a purchase price adjustment related to a 2014 asset transaction.

(Concluded)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business - Waste Pro USA, Inc. and Subsidiaries (the Company) is headquartered in Longwood, Florida and provides non-hazardous waste collection, transfer, recycling and disposal services in Florida, Mississippi, Louisiana, North Carolina, Alabama, Texas, Georgia, Tennessee, South Carolina and Arkansas.

Consolidation - The accompanying financial statements present the consolidated accounts of Waste Pro USA, Inc. and its wholly-owned subsidiaries Waste Pro of Florida, Inc. (a Florida Corporation), Waste Pro of Georgia, Inc. (a Georgia Corporation), Waste Pro of South Carolina, Inc. (a South Carolina Corporation), American Recycling, LLC (a Georgia LLC), Waste Pro of North Carolina, Inc. (a North Carolina Corporation), Waste Pro of Alabama, Inc. (an Alabama Corporation), Waste Pro of Louisiana, Inc. (a Louisiana Corporation), Waste Pro of Texas, Inc. (a Texas Corporation), Waste Pro of Tennessee, Inc. (a Tennessee Corporation), Waste Pro of Mississippi, Inc. (a Mississippi Corporation), Professional Waste Consultants, LLC (a Florida LLC), and Waste Pro of Arkansas, Inc. (an Arkansas Corporation). All significant intra-entity transactions and balances have been eliminated.

Common Stock - The affairs of the Company are governed by the Amended and Restated Articles of Incorporation, dated September 25, 2009 (the Articles). The Company is authorized to issue 100,000,000 shares of Common Stock, which have no par value and 1,900,854 shares of Class A Common Stock, which have no par value. There is no Class A Common Stock issued or outstanding at December 31, 2016 and 2015.

The Company may elect to declare and pay dividends to stockholders. The Company may not pay dividends on shares of any other class of capital stock of the Company (other than dividends payable in shares of Common Stock) unless the holders of the Class A Common Stock then outstanding shall receive a dividend on each outstanding share of Class A Common Stock that would equal the product of (a) the dividend payable on each share of Common Stock and (b) the number of shares of Common Stock issuable upon conversion of a share of Class A Common Stock, calculated on the record date for determination of holders entitled to receive such dividend.

The information included in the consolidated financial statements regarding provisions of the Articles provides only general information. Reference should be made to the Articles and other related documents for a complete description.

Noncontrolling Interest - The Company complies with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 810-10 *Non-controlling Interests in Consolidated Financial Statements*, which requires consolidated net losses and deficits to be reported at amounts attributable to both the parent and the non-controlling interest.

The value of the noncontrolling interest in Cleanpro Enviro Solutions, LLC (Cleanpro), a majority owned subsidiary of Waste Pro of Florida, Inc., was zero at December 31, 2015 and December 30, 2016 due to its losses being allocated entirely to the Company in accordance with the Amended and Restated Operating Agreement of Cleanpro.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

On December 30, 2016, the Company exercised an option and pledge agreement that gave it the right to purchase the remaining interest in Cleanpro for six times Cleanpro's trailing twelve months EBITDA at the date of exercise. Based on the history of losses, the Company purchased the remaining interests in Cleanpro for a total of \$50, making Cleanpro a wholly owned subsidiary of Waste Pro of Florida, Inc. as of December 31, 2016.

Limited Liability Companies - The Georgia and Florida LLCs are organized under the laws of the State of Georgia and Florida, respectively, and, barring certain events, will continue in existence indefinitely. Interested parties should refer to the Operating Agreements for a more complete description of the Georgia and Florida LLCs.

Use of Estimates - The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash - Cash consists primarily of bank deposits, which exceed federally insured limits.

Accounts Receivable - Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets net of any allowance for doubtful accounts. Accounts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the industry, and the financial stability of its customers. The allowance for doubtful accounts amounted to approximately \$1,135,000 and \$1,219,000 at December 31, 2016 and 2015, respectively.

Property and Equipment - Property and equipment is stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, generally 3 to 39 years. The cost of leasehold improvements is being amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred.

The cost of landfill airspace, including the original acquisition cost and incurred projected landfill construction costs, which are included in land and buildings in the accompanying consolidated balance sheets, is amortized over the capacity of the landfill based on a per unit basis as landfill airspace is consumed.

Restricted Cash - Certain states require the Company to maintain a cash balance for future closure and post-closure costs related to two of the Company's landfills. The balance consists primarily of bank deposits, which may at times exceed federally insured limits.

Goodwill - Goodwill is subject to at least an annual assessment for impairment. Goodwill impairment tests consist of a comparison of each reporting unit's fair value with its carrying value. The fair value of a reporting unit is an estimate of the amount for which the unit as a whole could be sold in a current transaction between willing parties.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is written down to its implied fair value. During the years ended December 31, 2016 and 2015, the Company determined that goodwill was impaired and reduced the value by approximately \$439,000 and \$1,039,000, respectively, based on the annual assessment.

Deferred Revenue - Certain customers and municipalities are billed in advance, generally on a quarterly basis, for the services to be rendered. Such amounts are accounted for as deferred revenue and are recognized as revenue over the period the services are provided.

Debt Issuance Costs - In April 2015, and as subsequently amended, the FASB issued amended authoritative guidance associated with debt issuance costs which were previously presented as assets related to recognized debt liabilities. The amended guidance requires that debt issuance costs, other than those costs related to line of credit arrangements, be presented on the balance sheet as a direct deduction from the related debt liability, which is similar to the presentation for debt discounts and premiums. Additionally, the amortization of debt issuance costs is to be recorded as interest expense. The Company adopted this guidance in 2015 and applied it retrospectively. Debt issuance costs are amortized using the straight-line method over the life of the applicable debt.

Accrued Capping, Closure and Post-Closure Costs - Accrued capping, closure and post-closure costs represent an estimate of the present value of the future obligation to be incurred associated with capping, closure and post-closure monitoring of landfills currently owned and operated by the Company.

Advertising Costs - Advertising costs are charged to operations as incurred. During the years ended December 31, 2016 and 2015, advertising charged to operations approximated \$1,710,000 and \$1,654,000, respectively.

Share-Based Compensation - The Company accounts for share-based compensation in accordance with FASB ASC 718-10 *Compensation - Stock Compensation*. Compensation cost for all share-based payments is based on the estimated fair value at the date of grant using the Black Scholes options pricing model. See Note 8.

Income Taxes - Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences between the basis of assets and liabilities for financial statement and income tax purposes.

The Company complies with the provisions of FASB ASC 740-10 *Accounting for Uncertainty in Income Taxes*. The Company is required to evaluate each of its tax positions to determine if they more likely than not would not be sustained if the taxing authority examines the respective position. The Company has evaluated each of its tax positions and has determined that no additional provision or liability for uncertain income tax positions is necessary.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets Measured at Fair Value on a Recurring and Nonrecurring Basis – The Company applies the provisions of FASB ASC 820 *Fair Value Measurements and Disclosures* to its recurring and nonrecurring non-financial measurements, which include business combinations. Nonrecurring assets, including goodwill, are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances and on a periodic basis. In accordance with FASB ASC 820, the fair value of financial instruments is estimated based on market trading information, where available. Absent published market values for an instrument or other assets, management uses observable market data to arrive at its estimates of fair value.

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability.

As a basis for considering such assumptions, FASB ASC 820 establishes a three level fair value hierarchy that prioritizes the inputs used to measure fair value. The three levels of inputs used to measure fair value are as follows:

- | | |
|---------|--|
| Level 1 | Quoted prices in active markets for identical assets or liabilities. |
| Level 2 | Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted price for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data. |
| Level 3 | Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs. |

The Company utilizes Level 3 inputs to value its goodwill, accrued capping, closure and post-closure costs, and contingent payments related to acquisitions. Goodwill is valued based on a multiple of earnings for similar public companies and recent acquisitions. Accrued capping, closure and post-closure costs are valued using recent estimates as prepared by third party engineers. Contingent payments related to acquisitions are determined based on management's determination of the probability of the criteria related to the contingent payment being met. There have been no changes in the methodologies used at December 31, 2016 and 2015.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The following table summarizes the changes in fair value measurements using significant unobservable inputs for the years ended December 31, 2016 and 2015 measured on a recurring basis:

	Accrued capping closure and post-closure costs	Contingent payments related to acquisitions	Total
Balance - January 1, 2015	\$ 18,283,626	\$ 730,114	\$ 19,013,740
Accretion expense	715,552	-	715,552
Purchases	-	395,397	395,397
Settlements	-	(395,441)	(395,441)
Balance - December 31, 2015	18,999,178	730,070	19,729,248
Accretion expense	774,778	-	774,778
Purchases	1,033,909	289,141	1,323,050
Change in estimate	-	(125,165)	(125,165)
Settlements	-	(465,992)	(465,992)
Balance - December 31, 2016	<u>\$ 20,807,865</u>	<u>\$ 428,054</u>	<u>\$ 21,235,919</u>

Subsequent Events - The Company has evaluated subsequent events through March 31, 2017, the date which the consolidated financial statements were available to be issued.

NOTE 2 ACQUISITIONS

During 2016, the Company acquired certain assets and liabilities of Downum's Waste Services, Inc., Unified Waste Systems, LLC, Star Landing Rubbish Pit, LLC, and Better Waste Disposal, LLC, in four separate transactions. The total purchase price of these transactions included approximately \$11,725,000 in cash, \$442,000 in common stock of the Company, a \$2,250,000 seller note due in 60 monthly installments, and approximately \$195,000 in additional future payments. For the year ended December 31, 2016, the Company reduced goodwill and accrued liabilities by approximately \$125,000 for contingent payments related to the 2012 acquisition of Nature Station Waste Services of Louisiana, LLC, for which management has determined the Company is no longer liable.

During 2015, the Company acquired certain assets and liabilities of F-4 Sanitation, Inc. The total purchase price of this transaction was \$735,000 in cash and \$315,000 in future payments.

During 2015, the Company paid approximately \$25,000 related to a prior year acquisition, resulting in additional goodwill. These amounts are included in the respective purchase price allocations below.

All acquisitions were made to strengthen the Company's position in the various markets serviced. The acquisitions were accounted for using the acquisition method of accounting. Accordingly, the purchase prices were allocated to the assets acquired and the liabilities assumed based upon their fair values at the dates of acquisition.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 2 ACQUISITIONS (Continued)

The goodwill recorded as part of the acquisitions primarily reflects the value of expected synergies from combining operations, as well as any intangible assets that do not qualify for separate recognition. Goodwill is expected to be fully deductible for tax purposes.

The purchase prices were allocated as follows:

	2016	2015
Property and equipment	\$ 8,614,846	\$ 245,120
Other assets	330,000	35,000
Goodwill	5,739,367	794,880
Current liabilities	(72,670)	(315,000)
	<u>\$ 14,611,543</u>	<u>\$ 760,000</u>

NOTE 3 LINE OF CREDIT

At December 31, 2016, the Company has a \$179,000,000 revolving line of credit (the line) with various banks with an optional \$75,000,000 accordion feature. The line consists of a Tranche A revolving commitment (Tranche A) in the amount of \$176,300,000 and a FILO (first-in last-out) revolving commitment (FILO) in the amount of \$2,700,000. Tranche A matures on October 15, 2019. The FILO availability is reduced by \$1,350,000 each quarter until maturity on April 15, 2017. At December 31, 2016, outstanding balances of Tranche A and FILO amounted to approximately \$138,131,000 and \$2,279,000, respectively. The line is classified as long-term based on the Company's intent and ability to refinance or maintain these borrowings on a long-term basis.

Interest on outstanding borrowings is payable at either the Base Rate or LIBOR as selected by the Company from time to time. The Base Rate equals the greater of the federal funds rate (0.55% at December 31, 2016) plus 0.5%, the LIBOR (0.77% at December 31, 2016) plus 1%, or the prime rate, plus an applicable margin ranging from 1.00% to 3.25%. LIBOR equals the LIBOR plus an applicable margin ranging from 2.00% to 4.25%. The Company also pays a quarterly commitment fee ranging from 0.250% to 0.375%, based on the amount available to be borrowed. At December 31, 2016, the interest rate on Tranche A was based on LIBOR plus an applicable margin of 2.50%, and the interest rate on FILO was based on LIBOR plus an applicable margin of 4.25%. The line is collateralized by substantially all assets of the Company and is reduced by all outstanding letters of credit. At December 31, 2016, approximately \$18,017,000 was available to be borrowed on the line of credit, which does not include the optional accordion feature.

The line contains various restrictive covenants including certain financial covenants, measured monthly. At December 31, 2016, the Company was in compliance with all terms of the agreement.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 4 TERM LOAN

At December 31, 2016 and 2015, the Company has a \$400,000,000 term loan agreement (the term loan) with various investors. An additional \$25,000,000 was borrowed in 2016 under the original terms of the term loan. The term loan also includes two optional \$25,000,000 accordion features. The interest rate on the term loan is the greater of 1% or the LIBOR, plus 7.50%. Principal payments in the amount of \$1,062,500, plus accrued interest, are due quarterly.

The term loan matures on October 31, 2020 and is collateralized by substantially all assets of the Company. The term loan requires prepayment premiums to be paid under certain conditions.

The term loan contains various restrictive covenants including certain financial covenants, measured monthly. At December 31, 2016, the Company was in compliance with all terms of the respective agreements.

NOTE 5 INSTALLMENT NOTES PAYABLE

At December 31, installment notes payable consists of the following:

	2016	2015
Term loan payable to investors; see Note 4	\$ 416,887,500	\$ 396,000,000
Installment note payable to a private party; interest at 2.36%; monthly principal and interest payments totaling \$40,430; guaranteed by a subsidiary of the Company; due September 2021	2,180,304	-
Installment note payable to finance company; collateralized by certain equipment; interest at 3.78%; monthly principal and interest payments totaling \$63,918; contains certain restrictive covenants, which the Company was in compliance with as of December 31, 2016; due March 2019	1,651,954	2,342,315
Installment notes payable to finance company; interest ranging from 4.95 to 5.42%; monthly principal and interest payments totaling \$72,374; collateralized by certain equipment; due between September and December 2022	4,406,561	-
	425,126,319	398,342,315
	18,584,789	23,302,748
	6,066,898	4,690,361
Less unamortized debt issuance costs		
Less current maturities	\$ 400,474,632	\$ 370,349,206

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 5 INSTALLMENT NOTES PAYABLE (Continued)

At December 31, 2016, installment notes mature as follows:

2017	\$ 6,066,898
2018	6,139,017
2019	5,631,637
2020	405,377,087
2021	1,171,449
Thereafter	740,231
	<u>\$ 425,126,319</u>

NOTE 6 INCOME TAXES

For the years ended December 31, 2016 and 2015, the benefit from income taxes consists of the following:

	2016	2015
Current tax benefit	\$ (1,264,146)	\$ (719,169)
Deferred tax benefit	(4,143,000)	(4,995,000)
	<u>\$ (5,407,146)</u>	<u>\$ (5,714,169)</u>

For the years ended December 31, 2016 and 2015, the tax benefit differs from the benefit that would result from applying statutory rates to income before income taxes primarily due to the adjustment of prior year bonus depreciation estimates.

At December 31, 2016 and 2015, the net deferred tax amounts included in the consolidated balance sheets consist of the following:

	2016	2015
Current:		
Deferred tax assets	<u>\$ 4,210,000</u>	<u>\$ 3,575,000</u>
Noncurrent:		
Deferred tax assets	\$ 46,425,000	\$ 34,254,000
Deferred tax liabilities	(80,605,000)	(71,942,000)
	<u>\$ (34,180,000)</u>	<u>\$ (37,688,000)</u>

At December 31, 2016 and 2015, net deferred tax assets (liabilities) relate primarily to net operating losses and charitable contributions carryforward, certain expenses and costs which are not deductible for tax purposes until paid including allowance for doubtful accounts, bonuses and reserve accruals, and the excess of tax depreciation and amortization over depreciation and amortization (including goodwill) for financial statements purposes. At December 31, 2016 and 2015, noncurrent deferred tax assets are shown net of a valuation allowance of approximately \$1,180,000 for certain net operating losses not expected to be realized for state purposes.

At December 31, 2016, the net operating loss carryforward for federal tax purposes approximates \$111,557,000, which expires on various dates beginning in 2028.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 7 RELATED PARTY TRANSACTIONS

The Company incurs a fee for use of a private plane owned by a related party. During the years ended December 31, 2016 and 2015, the Company paid \$298,700 and \$334,500, respectively, for such use.

See Note 8 for additional related party disclosures.

NOTE 8 COMMITMENTS AND CONTINGENCIES

Leases - The Company leases certain offices and equipment under month-to-month and noncancelable operating lease agreements with unrelated third parties expiring through November 2027. The Company is also obligated under facility lease agreements with certain related parties expiring through December 2025.

For the years ended December 31, 2016 and 2015, total rent expense charged to operations approximated \$5,569,000 and \$5,299,000, respectively. Rent expense for related party lease agreements totaled approximately \$1,669,000 and \$1,442,000 during 2016 and 2015, respectively.

At December 31, 2016, future minimum lease payments required under the noncancelable operating leases are as follows:

	Related	Unrelated
2017	\$ 1,263,000	\$ 1,741,000
2018	1,263,000	1,348,000
2019	1,263,000	622,000
2020	1,320,000	482,000
2021	1,320,000	242,000
Thereafter	3,411,000	1,521,000
	<u>\$ 9,840,000</u>	<u>\$ 5,956,000</u>

Letters of Credit - As of December 31, 2016, the Company has outstanding letters of credit totaling approximately \$12,600,000 as required by an insurance provider and governmental entities. Subsequent to December 31, 2016, letters of credit were reduced by approximately \$854,000, which increased the borrowing availability on the line of credit by this amount.

Insurance - The Company's workers compensation and auto insurance coverage are provided under partially self-insured, retrospectively rated policies from independent third parties. Under the policies, premiums may be adjusted subsequent to the policy year-end depending upon actual claims experienced.

At December 31, 2016, the Company estimated amounts payable on self-insured claims of approximately \$7,500,000, which is reflected in accrued liabilities in the accompanying consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 8 COMMITMENTS AND CONTINGENCIES (Continued)

Health Insurance - The Company's health insurance is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. At December 31, 2016, the Company estimated amounts payable on self-insured claims of approximately \$2,300,000, which is reflected in accrued liabilities in the accompanying consolidated balance sheets. The Company believes this amount is adequate to provide for the final disposition of such claims.

Stock Options - The Company has authorized the issuance of 1,522,250 stock options to certain employees. As of December 31, 2016, the Company has issued 556,500 of those options which allow those employees to buy a prescribed number of shares of Common Stock for an exercise price ranging from \$15 to \$33 per share. The options have an average weighted exercise price of \$19.48 per share with expiration dates through April 2025. The options vest ratably over five years. Upon exercise, shares will be issued from the pool of shares reserved for issuance.

The following table summarizes activity of the options granted for the period from January 1, 2015 to December 31, 2016:

	Number of Shares Under Option	Weighted Average Option Price
Balance - January 1, 2015	475,550	\$ 20.05
Options granted	205,000	15.00
Options exercised	(500)	22.00
Options expired	-	-
Options terminated	(18,000)	27.17
Balance - December 31, 2015	662,050	18.29
Options granted	-	-
Options exercised	(40,660)	10.00
Options expired	(43,340)	10.00
Options terminated	(21,500)	20.10
Balance - December 31, 2016	556,550	\$ 19.48

At December 31, 2016, there are 402,250 vested and exercisable and 154,300 options were unvested. These options are summarized below:

Option Shares	Range of Exercise Prices	Weighted Average Exercise Price	Weighted Average Remaining Life
556,550	\$ 15 - \$ 33	\$ 19.48	4.84 years

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

NOTE 8 COMMITMENTS AND CONTINGENCIES (Continued)

At December 31, 2015, there are 441,950 vested and exercisable and 220,100 options were unvested. These options are summarized below:

Option Shares	Range of Exercise Prices	Weighted Average Exercise Price	Weighted Average Remaining Life
622,050	\$ 10 - \$ 33	\$ 18.29	5.31 years

At December 31, 2016, the Company had an additional 860,200 shares of Common Stock reserved to be used for stock options. During the year ended December 31, 2015, management believed the option price exceeded the intrinsic value of the stock. During the year ended December 31, 2016, the Company valued all stock options using the Black Scholes options pricing model and determined the value of the options was immaterial. Accordingly, no compensation expense or tax benefits related to stock options were recognized in 2016 or 2015.

In February 2017, the Company entered into a Stock Repurchase Agreement with a stockholder, in which the Company agreed to repurchase all 89,300 shares of common stock owned by the stockholder, at a rate of \$20 per share. Quarterly payments amounting to \$220,000 are due through December 2018.

Legal - The Company is involved in various lawsuits in the normal course of business. As of December 31, 2016, management cannot predict the outcome of the lawsuits or estimate the amount of any loss that may result. Accordingly, no provision for any contingent liabilities that may result has been made in the consolidated financial statements. Management believes that losses resulting from these matters, if any, would not have a material effect on the financial position of the Company.

Purchase Commitments - As of December 31, 2016, the Company has made commitments to purchase vehicles, equipment and facility construction totaling approximately \$13,176,000.

NOTE 9 EMPLOYEE RETIREMENT PLAN

The Company sponsors a 401(k) plan covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. For the years ended December 31, 2016 and 2015, the Company contributed approximately \$872,000 and \$838,000, respectively, to the plan.

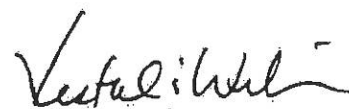
SUPPLEMENTAL SCHEDULES



INDEPENDENT AUDITOR'S REPORT ON
SUPPLEMENTAL SCHEDULES

Waste Pro USA, Inc. and Subsidiaries
Longwood, Florida

We have audited the consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries as of and for the years ended December 31, 2016 and 2015, and our report thereon dated March 31, 2017, which expressed an unmodified opinion on those consolidated financial statements, appears on page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Operating Expenses and General and Administrative Expenses for the years ended December 31, 2016 and 2015 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.


Certified Public Accountants

March 31, 2017

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED SCHEDULES OF OPERATING EXPENSES

For the Years Ended December 31, 2016 and 2015

	2016	2015
Payroll and payroll taxes	\$ 133,378,828	\$ 119,148,083
Disposal costs	110,793,753	101,902,472
Vehicle operating costs	51,777,822	54,035,655
Repairs and maintenance	34,797,768	31,717,326
Insurance	30,662,342	28,427,683
Franchise fees	16,580,467	17,855,579
Contract labor	8,847,994	8,633,515
Subcontract trucking	7,951,505	7,638,081
Recycling material	4,450,709	5,631,589
Rent	4,068,638	3,902,171
Start-up costs	3,681,816	1,460,722
Utilities	2,504,779	1,727,653
Uniforms	1,277,830	1,361,185
Bond fees	1,095,734	1,020,141
Telephone	991,132	973,039
Property damage	824,107	714,395
Retirement plan contributions	662,598	638,923
Equipment rental	661,055	694,961
Travel	531,023	684,003
Licenses and permits	260,323	326,615
Municipal fees	190,557	318,517
Sanitation supplies	81,836	85,724
	<u>\$ 416,072,616</u>	<u>\$ 388,898,032</u>

See independent auditor's report on supplemental schedules.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

For the Years Ended December 31, 2016 and 2015

	2016	2015
Payroll and payroll taxes	\$ 27,047,640	\$ 25,469,085
Professional fees	5,252,286	3,780,872
Taxes, other than income	2,611,359	2,766,355
Travel	2,504,301	2,712,779
Bank charges	2,122,453	2,218,487
Advertising	1,710,247	1,654,110
Telephone	1,633,664	1,552,953
Insurance	1,289,090	1,448,769
Postage	1,132,154	1,182,988
Training	1,116,734	895,688
Bad debts	881,890	843,499
Rent	839,787	681,863
Office supplies	828,621	737,657
Computer expense	770,044	700,109
Office temporary labor	461,213	581,641
Dues and subscriptions	238,037	217,231
Retirement plan contributions	209,308	198,778
Repairs and maintenance	88,830	230,269
Relocation	63,909	64,783
Miscellaneous	46,728	89,450
Office equipment rent	-	20,082
	<u>\$ 50,848,295</u>	<u>\$ 48,047,448</u>

Antoine P. Jemmott – MRF Site Manager

Antoine Jemmott, better known as "Tony", is the Material Reclamation Facility Site Manager for the Gautier and Gulfport Division.

He has 3 years of industry experience directing production, staff, budgeting, labor, commodity pricing and sales, shipping, safety and overall operations management. He attended Withlacoochee Technical College and Los Rios Community College, and majored in Law Enforcement Operations. He has acquired an extensive amount of experience in a relatively short time in the waste industry as the Site Manager of the Gulfport MRF.

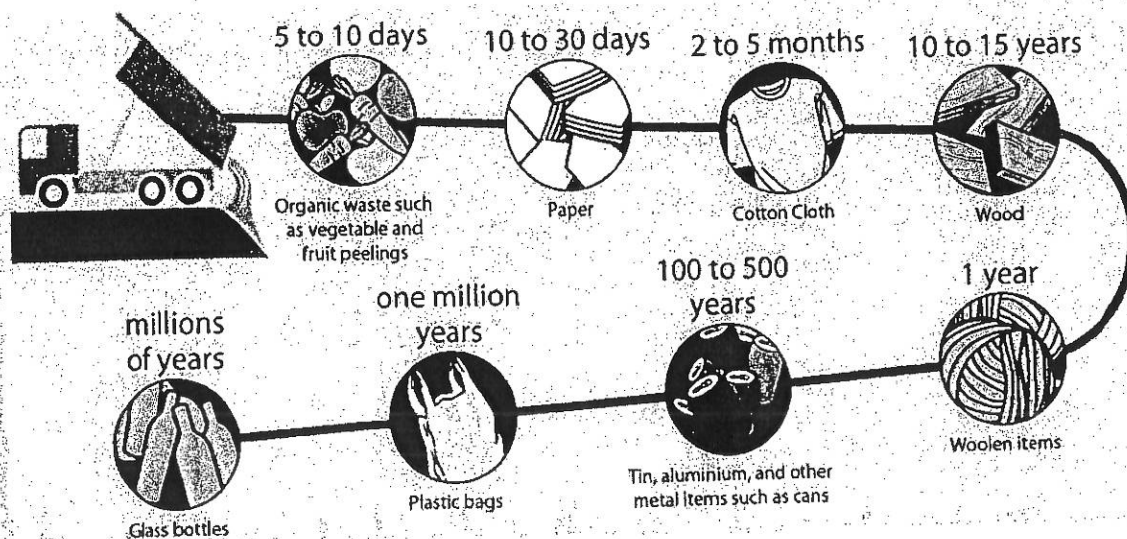
Tony retired from a career in Law Enforcement, working for the El Dorado County Sheriff's Office in Northern California. Prior to that he excelled as a Correctional Officer for the Florida Dept. of Corrections. He has served as an Associate Pastor for many years at Calvary Chapel of Northern California. He also served as the Chaplain and Board Member of Placerville Christian School. He spent five years as a Board Member of the El Dorado Union High School District in Placerville, California. He was a volunteer youth basketball coach for fifteen years for the Placerville Parks and Recreation Department. He is a veteran of the United States Air Force, and proud father of five children, four of whom are currently serving as active duty members in the Air Force and Navy. His fifth child is a freshman in high school. He is a lifelong New York Mets fan who considers his most important role as that of husband to his beautiful wife, Danyelle, who he has been married to for almost twenty six years.

Tony has utilized his vast experience from multiple careers to manage the various duties associated with overseeing the personnel, production, maintenance and priorities in his role as Site Manager.

Plan for Collecting and Processing Recycled Material

Recyclable material is picked up from commercial and residential customers by various hauling companies based upon a predetermined schedule. Those materials are delivered to the Material Reclamation Facility (MRF) as a single stream. Once the material is deposited onto the tipping floor of the MRF a skid steer operator picks up the material, and places it onto a conveyor belt where it is transferred to the Material Sorting Line. Our Staff, utilizing a positive sorting technique, manually separates the material as an automatic conveyor system moves the material down the sorting line. Mixed paper, corrugated cardboard, P.E.T., HDPE (natural and pigmented), glass, steel cans and aluminum are removed from the stream of material, and transferred to individual chutes. Any remaining residual material is deposited into a compactor where it is hauled to the landfill at the normal rate per ton. This residual material comprises approximately 45% of the overall stream of material brought to the MRF. An Operator transfers the separated material from the chutes onto another conveyor system, where the individual commodities are compressed into bales, and stored within our Facility awaiting shipment. The Production Manager develops avenues of distribution and sales, both nationally and internationally, of the baled commodities based on locale, freight charges, and market pricing. The supply and demand of these commodities determines the range of pricing available at the time of sale. The market fluctuates regularly, and dictates the amount of revenue we will generate from sales. Our commodities are sold directly as well as through brokers to the manufacturing companies utilizing the recycled material, and are transported utilizing Company as well as third party hauling sources.

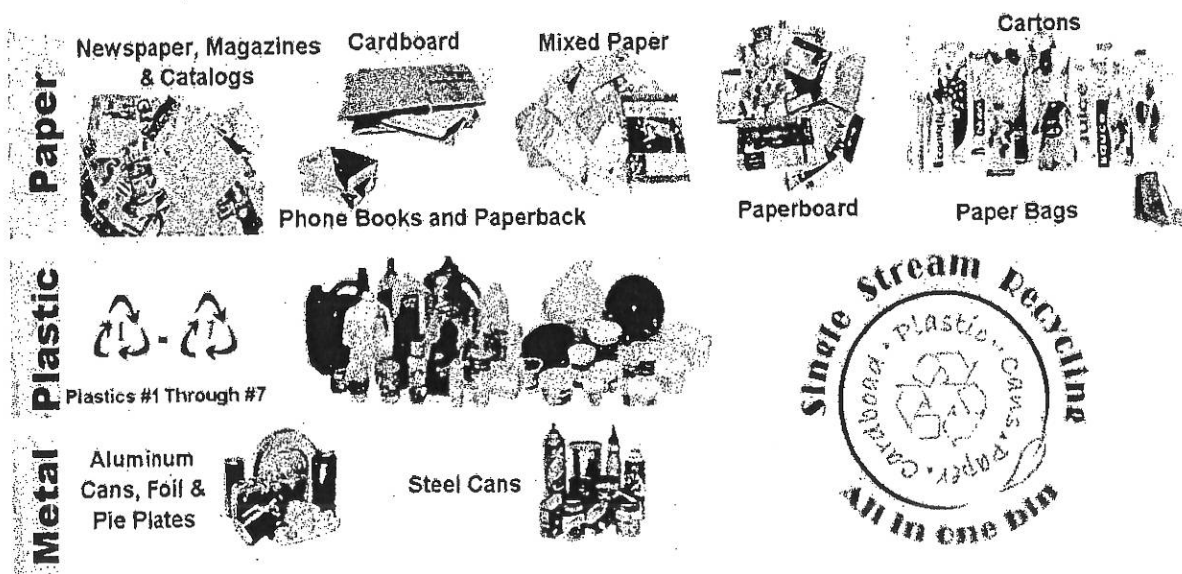
Waste Pro offers educational programs to residents of all ages. We provide in depth power point presentations to various officials, clubs, schools and groups interested in learning about the impacts associated with recycling, reducing and reusing material both economically and environmentally. We offer tours of our Facility. We provide printed materials, copies of our Power Point presentations to teens and adults, as well as coloring books and other promotional materials designed to remind children of the importance of recycling.



We give them the facts about what happens to material when it is put in a landfill.



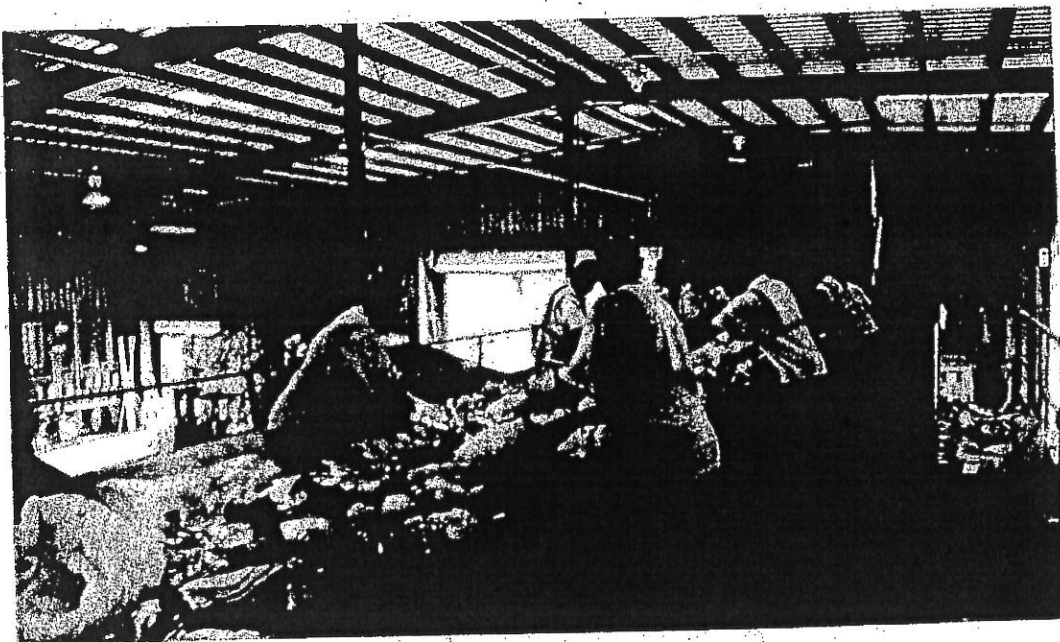
We emphasize the importance of reducing waste, reusing products and recycling material.



We educate folks about the materials we accept at our Facility.

DO NOT ACCEPT LIST				
RADIOACTIVE MATERIALS (MATERIALES RADIOACTIVOS)	HAZARDOUS MATERIALS (LIQUIDO PELIGROSO)	NON-ELECTRONICS (NO ELECTRONICO)	CORROSIVES (CORROSIVO)	COMPRESSED GAS CYLINDERS (CILINDROS DE COMPRESO)
				
FLAMMABLE MATERIALS (MATERIAL INFLAMABLE)	OTHER HAZARDOUS MATERIALS (OTROS MATERIALES PELIGROSOS)	REFRIGERANTS (REFRIGERANTES)	PCBs	EXPLOSIVES (EXPLOSIVOS)
				

We present items that we do not accept at the Recycle Center.



We offer tours so that anyone who is interested can see the process we use, and have their questions answered. Our goal is to educate the public on the importance of recycling to our world.



City of Gulfport, MS A&D Project (95/18 Option)

Project Scope

- Deliver approximately 25,000 95 gallon trash carts and 25,000 18 gallon recycling carts to every address on the list (one cart per stream at each address unless otherwise noted)
- Within the City Limits of Gulfport, MS
- Start date of July 31st 2017. To be completed by October 1st 2017.
- 6 day work week (Mon-Sat)

Customer's Responsibilities

- Accurate address list (including route information) with corresponding route maps
- Centrally located paved staging yard (within the County limits). Might need multiple staging yards

Rehrig Pacific Responsibilities

- Address list scrub
- Unload carts from tractor trailers once the project begins
- Deliver one trash and one recycling cart to each address on the list
- We will provide at least 10 crews (more if needed). Each crew will consist of 3 workers, truck, and trailer. Each crew should average around 300 carts delivered per day. Our plan is to average 3,000 carts delivered each day
- Carts will be scanned to every address on list
- Access to CARTS portal with Master Delivery Report for daily detail, status, and summary updates
- Final Report provided at the end of the project

Pricing for deliveries

- \$4.25 per cart scanned and delivered (or resolution against the address list)
- \$1.85 per 18 gallon bin delivered

Waste Pro

Unit Selected Data

Report Date: 5/1/2017; Period Start Date: 5/1/2017; Period End Date: 5/31/2017

Unit	Mfg. Year	Spec. Vehicle Make	Spec. Vehicle Model	Spec. Body Type	Spec. Body Make	Unit Serial Number
1025 (Heavy Equipment)	2015	John Deere	644E	Wheel Loader	John Deere	DW644E B528971
Delta Gulfport						
1234 (Trucks)	2011	Peterbilt	320	Automated Side Load	Wayne	3BPZL70XZCF140993
Delta Gulfport						
1262 (Trucks)	2011	Mack	LEU613	Automated Side Load	McNeilus	1M2AU02C7BM00566
Delta Gulfport						
1266 (Trucks)	2010	Mack	LEU613	Automated Side Load	New Way	1M2AU02C5AM00485
Delta Gulfport						
1267 (Trucks)	2012	Mack	LEU613	Automated Side Load	New Way	1M2AU04GDCM00691
Delta Gulfport						
1273 (Trucks)	2012	Mack	LEU613	Automated Side Load	EZ Pack	1M2AU02CXCIM00650
Delta Gulfport						
1274 (Trucks)	2012	Mack	LEU613	Automated Side Load	EZ Pack	1M2AU02C6CM00651
Delta Gulfport						
1275 (Trucks)	2012	Mack	LEU613	Automated Side Load	EZ Pack	1M2AU02C8CM00651
Delta Gulfport						
1276 (Trucks)	2012	Mack	LEU613	Automated Side Load	EZ Pack	1M2AU02CXCIM00651
Delta Gulfport						
1291 (Trucks)	2013	Freightliner	M2	Semi Automated	GSP Marketing, Inc.	1FVHCYBS0CHBU027
Gautier						
1292 (Trucks)	2013	Freightliner	M2	Semi Automated	GSP Marketing, Inc.	1FVHCYBS0CHBU027
Gautier						
1293 (Trucks)	2013	Freightliner	M2	Semi Automated	GSP Marketing, Inc.	1FVHCYBS4CHBU027
Gautier						
1411 (Trucks)	2013	Mack	LEU613	Automated Side Load	New Way	1M2AU02CXEM00861
Delta Gulfport						
1412 (Trucks)	2013	Mack	LEU613	Automated Side Load	New Way	1M2AU02C1EM00861
Delta Gulfport						
1758 (Forklifts)		Yale	GLP050	Forklift		A875B14296V
Gautier						
1797 (Trailers)	2009	Big Tex	1SLT	Trailer	Big Tex	16VLX081792A41143
Gautier						
1798 (Trailers)	2010	Wastequip	1-5	Trailer	Wastequip	1H9FP4420AE192509
Gautier						
1798-A (Trailers)	2010					1H9FP4420AE19206
Gautier						
1804 (Forklifts)		Caterpillar	P5000-LP	Fork Lift		AT3507502
Delta Gulfport						

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Unit Selected Data

Report Date: 5/1/2017, Period Start Date: 5/1/2017, Period End Date: 5/31/2017

Unit	Mfg Year	Spec - Vehicle Make	Spec - Vehicle Model	Spec - Body Type	Spec - Body Make	Unit Serial Number
1850 (Heavy Equipment)	2007	John Deere	317	Skid Steer Loader	John Deere	T00317E138443
Delta Gulfpot						
1851 (Heavy Equipment)	1999	John Deere	240	Skid Steer Loader	John Deere	KV0240A140484
Delta Gulfpot						
2507 (Trailers)	2009	Bye Rite		Trailer	Bye Rite	5VTBU12199RBB4940
Gautier				Trailer		BR06X160802200201
2508 (Trailers)	2002					
Gautier						
2564 (Trailers)	2009			Trailer		1007
Gautier						
2565 (Trailers)		Performance	RK250	Trailer		4PCV2162741000103
Gautier				Trailer		
2566 (Trailers)				Trailer		
Gautier						
2571 (Trailers)		DAKOTA	525	Trailer		
Gautier						
2593 (Trailers)	2009	Ameri-Can		VLP Trailer	Ameri-Can	1A9500S2X91270014
Gautier						
2594 (Trailers)	2006	Performance		Trailer		13Z0A182X61004210
Gautier						
2595 (Trailers)	2008	Carrel		Trailer		4YMC121168G00011
Gautier						6
2596 (Trailers)	2006	Texas	INA1	Trailer	Texas	17XFL142161064469
Gautier						
2597 (Trailers)	2006	Texas	612	Trailer	Texas	17XFP121761063955
Gautier						
2598 (Trailers)	2006	FN		Portalet Trailer	FN	1F9PC282361303075
Gautier						
2568 (Trailers)	2007	Explorer		Portalet Trailer		
Gautier						
2669 (Trailers)	2008	Tainer		Trailer		
Gautier						
2670 (Trailers)	2007	Explorer		Trailer		2M9PUF4B07M01122
Gautier						2
2683 (Trailers)	2007	Explorer		Portalet Trailer		2M9PUF4B87M01125
Gautier						7
2863 (Trailers)	2010			Cooker Trailer		1CGC1FP21AT227082
Gautier						

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Unit	Mfg Year	Spec - Vehicle Make	Spec - Vehicle Model	Spec - Body Type	Spec - Body Make	Unit Serial Number
6001 (Pick-ups)	1999	Ford	F450	Utility	Ford	3EEXF40FZXMA13444
Gautier						
6008 (Pick-ups)	2005	Ford	F150	Pickup	Ford	1FTRW14W15KE618
Gautier						
6009 (Pick-ups)	2005	Dodge	Ram 2500	Pickup	Dodge	3DZKS28C75G813812
Delta Gulfport						
6011 (Pick-ups)	2006	Ford	F550	Utility	Ford	1FDLF56P56ED20037
Gautier						
6012 (Automobiles)	2006	Ford	Explorer	SUV	Ford	1FMEUG3E66ZAT7462
Delta Gulfport						
6016 (Pick-ups)	2007	Ford	F150	Pickup	Ford	1FTPW14V47FA1085
Delta Gulfport						
6026 (Trucks)	2008	Sterling	Acterra	Container Delivery		2FZACPDJ18AZ64577
Gautier						
6027 (Pick-ups)	2008	Ford	F350	Utility	Stellar	1EDWF34R78EC9159
Gautier						
6028 (Pick-ups)	2012	Ford	F250	Pickup	Ford	1FTTW2BT8CEB0461
Gautier						
6036 (Pick-ups)	2007	Ford	F150	Pickup	Ford	1FTPX12V07NA20013
Gautier						
6052 (Pick-ups)	2002	Dodge	Ram 3500	Pickup	Dodge	3B7MC33652M294148
Delta Gulfport						
6060 (Pick-ups)	2012	Ford	F250	Pickup	Ford	1FTBF2A66CEC23981
Gautier						
6061 (Pick-ups)	2012	Ford	F250	Pickup	Ford	1FTBF2A62CEC65015
Gautier						
6064 (Trucks)	2005	International	4300	Stake Body		1HTTMAAC95H12169
Delta Gulfport						
6065 (Pick-ups)	2013	Chevrolet	3500	Utility	Knapheide	1GB3CZC85DF13377
Delta Gulfport						
6074 (Pick-ups)	2015	Chevrolet	C1500	Pickup	Chevrolet	1FZA24482
Delta Gulfport						
6106 (Trucks)	2004	Volvo	VHD	Roll-off	G&H Manufacturing	4V5KC9GG44N6771
Gautier						
6109 (Trucks)	2005	Mack	CV713	Roll-off	Galbreath	1M2AG1TC35M02631
Gautier						
6112 (Trucks)	2006	Mack	CV713	Roll-off	Galbreath	1M2AG1TC66M02965
Gautier						
6113 (Trucks)	2006	Mack	CV713	Roll-off	Galbreath	1M2AG1TC36M03798
Delta Gulfport						

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Unit	Mfg Year	Spec - Vehicle Make	Spec - Vehicle Model	Spec - Body Type	Spec - Body Make	Unit Serial Number
6115 (Trucks)	2006	Mack	CV713	Roll-off	Galbreath	1M2AG11C66M02792
Gautier						16
6116 (Trucks)	2006	Mack	CT 713	Roll-off	Galbreath	1M2AL02C06M002122
Gautier						
6117 (Trucks)	2006	Mack	CT 713	Roll-off	Galbreath	1M2AL02C26M002123
Gautier						
6118 (Trucks)	2006	Mack	CV713	Roll-off	Galbreath	1M2AG11C76M04174
Delta Gulfport						0
6119 (Trucks)	2006	Mack	CT 713	Roll-off	Galbreath	1M2AL02C26M001568
Delta Gulfport						
6120 (Trucks)	2006	Mack	CT 713	Roll-off	Galbreath	1M2AL02C46M001569
Delta Gulfport						
6122 (Trucks)	2007	Mack	CT 713	Roll-off	Galbreath	1M2AL02C07M005331
Delta Gulfport						
6127 (Trucks)	2005	Peterbilt	357	Roll-off	Galbreath	1NPAU00XX5D861534
Delta Gulfport						
6133 (Trucks)	2012	Mack	GU613	Roll-off	Galbreath	1M2AX13GXCM01492
Gautier						8
6140 (Trucks)	2005	Sterling	Aciera	Hook Lift	American	2FZACFC85AU5742
Gautier						4
6141 (Trucks)	2006	Mack	CV713	Roll-off	Galbreath	1M2AG11C96M02793
Gautier						6
6169-NU (Trucks)	1999	Volvo		Roll-off	Amrep	4VG7DAPGXN78491
Delta Gulfport						6
6171 (Trucks)	2005	Volvo	VHD	Roll-off	Galbreath	4V6KC9GF15N389630
Delta Gulfport						
6172 (Trucks)	2006	Peterbilt	357	Roll-off	Accurate	1NPAU00XX6N89449
Delta Gulfport						5
6304 (Trucks)	2002	International	4900	Rear Loader	Heil	1HTSHADT22H51394
Gautier						7
6321 (Trucks)	2008	International	4300	Grapple	Nu-Life	1HTMMAAN28H66759
Gautier						3
6322 (Trucks)	2010	Kenworth	T270	Grapple	Pac Mac	2NKHMEXXAMZ7059
Gautier						0
6336 (Trucks)	2009	Mack	MRU613	Rear Loader	McNeilus	1M2AV02C29M003383
Gautier						
6337 (Trucks)	2016	Peterbilt	337	Grapple	Pac Mac	2NFP2HM7DXHM41326
Delta Gulfport						9
6338 (Trucks)	2013	Mack	MRU613	Rear Loader	McNeilus	1M2AV02C4CDM01038
Gautier						9

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Unit	Mfg Year	Spec - Vehicle Make	Spec - Vehicle Model	Spec - Body Type	Spec - Body Make	Unit Serial Number
6339 (Trucks)	2013	Mack	MRU613	Rear Loader	McNeilus	1M2AV02C0DM01039
Gautier						0
6340 (Trucks)	2013	Mack	MRU613	Rear Loader	McNeilus	1M2AV02C2DM01039
Gautier						1
6341 (Trucks)	2013	Mack	MRU613	Rear Loader	McNeilus	1M2AV02C4DM01039
Gautier						2
6342 (Trucks)	2013	Mack	MRU613	Rear Loader	McNeilus	1M2AV02C6DM01039
Gautier						3
6343 (Trucks)	2016	Peterbilt	357	Grapple	Pac Mac	2NP3L10X3HMA13268
Delta Guilford						
6346 (Trucks)	2013	Mack	MRU613	Rear Loader	McNeilus	1M2AV02C6DM01037
Gautier						6
6348 (Trucks)	2013	Mack	MRU613	Rear Loader	McNeilus	1M2AV04C3EM01114
Gautier						4
6360 (Trucks)	2006	Sterling	LT9	Grapple	Lerico	2FZHAZCV96AV4393
Delta Guilford						9
6415 (Trucks)	2004	Freightliner	M2	Rear Loader	New Way	1EVA CXGS04HN1471
Gautier						8
6457 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K189C47M036015
Delta Guilford						
6460 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K189C57M034396
Delta Guilford						
6461 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K189C57M034399
Delta Guilford						
6463 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K189C7M034401
Delta Guilford						
6464 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C7M037039
Gautier						
6467 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C7M037042
Delta Guilford						
6471 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C07M037044
Delta Guilford						
6472 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C27M037045
Gautier						
6473 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C47M037046
Delta Guilford						
6474 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C67M037047
Gautier						
6475 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C87M037048
Delta Guilford						

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Unit	Mfg Year	Spec. Vehicle Make	Spec. Vehicle Model	Spec. Body Type	Spec. Body Make	Unit Serial Number
6477 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C67M037050
Delta Gulfport						
6478 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C87M037051
Delta Gulfport						
6479 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195CX7M037052
Delta Gulfport						
6480 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C17M037053
Delta Gulfport						
6481 (Trucks)	2007	Mack	MR688S	Rear Loader	New Way	1M2K195C37M037054
Delta Gulfport						
6483 (Trucks)	2007	Mack	MR688S	Rear Loader	McNeilus	1M2K189C87M036390
Gautier						
6485 (Trucks)	2007	Mack	MR688S	Rear Loader	McNeilus	1M2K189C47M036399
Gautier						
6487 (Trucks)	2007	Mack	MR688S	Rear Loader	McNeilus	1M2K189C17M036408
Gautier						
6538 (Trucks)	2007	International	A300	Grapple	Pac Mac	1HTMMAAN17H44940
Gautier						
6600 (Trucks)	1992	Kenworth	T800	Pot Truck		2ZKXDB9XANM57541
Gautier						
6602 (Trucks)	1996	International	A900	Pot Truck		1HTSDAAN4TH36784
Delta Gulfport						
6608 (Trucks)	2007	Ford	F750	Pot Truck	Auritor	3FRWF75E97V51541
Delta Gulfport						
6609 (Trucks)	2006	International	A300	Pot Truck	Best Enterprises	1HTMMAAN27H45477
Gautier						
6611 (Trucks)	2003	International	A900	Pot Truck	Progress	1HTMPAFMX3H156288
Gautier						
6612 (Trucks)	2010	Kenworth	T370	Pot Truck	Abemathy	2NKH1NZX9BM28046
Gautier						
6613 (Trucks)	2009	Kenworth	T370	Pot Truck	Keith Huber	2NKH1MZ89M25568
Gautier						
6686 (Trucks)	2013	International	A300	Grapple	Pac Mac	3HAMMAAN9D155253
Delta Gulfport						
6698 (Trucks)	2009	Mack	MRU613	Rear Loader	New Way	1M2AV02C79M004304
Delta Gulfport						
6700 (Trucks)	2011	International	T400	Recycler	GSP Marketing, Inc.	1HTV/CAN8BJ33194
Delta Gulfport						
6703 (Trucks)	2008	International	A300	Recycler	GSP Marketing, Inc.	1HTMMAAN18H65099
Delta Gulfport						

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Unit	Mfg Year	Spec - Vehicle Make	Spec - Vehicle Model	Spec - Body Type	Spec - Body Make	Unit Serial Number
6704 (Trucks) Gautier	2009	International	4300	Recycler	GSP Marketing, Inc.	1HTMMAAN19H04618 4
6705 (Trucks) Gautier	2011	International	7400	Recycler	GSP Marketing, Inc.	1HTWCAAN2BJ3194 1
6706 (Trucks) Gautier	2009	International	4300	Recycler	GSP Marketing, Inc.	1HTMMAAN09H11471 7
6707 (Trucks) Gautier	2008	International	4300	Recycler	GSP Marketing, Inc.	1HTMMAAN79H11471 5
6708 (Trucks) Gautier	2007	Freightliner	M2	Recycler	GSP Marketing, Inc.	1EVACXCS07HYZ958 2
6720 (Trucks) Gautier	2007	Freightliner	M2	Recycler	GSP Marketing, Inc.	1EVACXCS37HX6658 1
6721 (Trucks) Delta Guilport	2011	International	7400	Recycler	GSP Marketing, Inc.	1HTWCAAN5BJ3194 8
6723 (Trucks) Delta Guilport	2012	International	7400	Recycler	GSP Marketing, Inc.	1HTWCAAN8DJ15257 8
6725 (Trucks) Delta Guilport	2005	Freightliner	M2	Recycler	GSP Marketing, Inc.	1EVACXCS55HU0472 0
6762 (Trucks) Delta Guilport	2007	Freightliner	M2	Recycler	GSP Marketing, Inc.	1EVACXCS17HY2159 13
6851 (Trucks) Delta Guilport	2014	International	7400	Side Loader	Labrie	1HTWCAZR2BJ39828 6
6901 (Trucks) Gautier	2011	Mack	MRU613	Front Loader	EZ Pack	1M2AV02C5BM00718 8
6902 (Trucks) Gautier	2004	Mack	MR688S	Front Loader	Heil	1M2K189C74M024873 8
6903 (Trucks) Gautier	2001	Mack	MR690S	Front Loader	McNeilus	1M2K185C81M008165 8
6907 (Trucks) Delta Guilport	2012	Mack	MRU613	Curto	EZ Pack	1M2AV02C3CM00911 8
6910 (Trucks) Gautier	2008	Mack	MRU613	Front Loader	Heil	1M2AV02C28M002748 8
6911 (Trucks) Gautier	2008	Mack	MRU613	Front Loader	Heil	1M2AV02C48M002749 8
6913 (Trucks) Gautier	2008	Mack	MRU613	Front Loader	McNeilus	1M2AV02C68M002543 8
6915 (Trucks) Gautier	2009	Mack	MRU613	Front Loader	Heil	1M2AV02C89M004070 8
6921 (Trucks) Gautier	2010	Mack	MRU613	Front Loader	EZ Pack	1M2AV02C2AM00654 6

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Unit	Mfg Year	Spec - Vehicle Make	Spec - Vehicle Model	Spec - Body Type	Spec - Body Make	Unit Serial Number
6927 (Trucks) Gautier	2004	Mack	MR688S	Front Loader	McNeilus	1M2K189C04M025607
6932 (Trucks) Delta Gulfport	2012	Mack	LEU613	Curto	Heil	1M2AU02C3CM00661
6933 (Trucks) Delta Gulfport	2012	Mack	LEU613	Curto	Heil	1M2AU02C5CM00661
6942 (Trucks) Delta Gulfport	2010	Mack	LEU613	Curto	Heil	1M2AU02C6DM00739
6943 (Trucks) Delta Gulfport	2011	Mack	LEU613	Curto	McNeilus	1M2AU02C4BM00548
6948 (Trucks) Gautier	2005	Mack	MR688S	Front Loader	McNeilus	1M2K189C05M026546
6949 (Trucks) Delta Gulfport	2013	Mack	LEU613	Curto	Heil	1M2AU04C4DM00744
6950 (Trucks) Delta Gulfport	2012	Mack	LEU613	Curto	Heil	1M2AU04C6DM00744
6951 (Trucks) Delta Gulfport	2012	Mack	LEU613	Curto	Heil	1M2AU04C8DM00744
6952 (Trucks) Delta Gulfport	2012	Mack	LEU613	Curto	Heil	1M2AU04C1DM00744
6953 (Trucks) Delta Gulfport	2012	Mack	MRU613	Curto	EZ Pack	1M2AV02C1CM00911
6954 (Trucks) Delta Gulfport	2012	Mack	MRU613	Curto	EZ Pack	1M2AV02C8CM00911
6955 (Trucks) Delta Gulfport	2013	Mack	LEU613	Curto	McNeilus	1M2AU02C2DM00743
6956 (Trucks) Delta Gulfport	2012	Mack	LEU613	Curto	McNeilus	1M2AU02C6CM00655
6974 (Trucks) Delta Gulfport	2016	Mack	LEU613	Front Loader	Heil	1M2AU02C9GM01065
6975 (Trucks) Delta Gulfport	2016	Mack	LEU613	Front Loader	Heil	1M2AU02C0GM01065
6996 (Trucks) Gautier	2008	Mack	MRU613	Front Loader	McNeilus	1M2AV02C08M002649
SV0026 (Automobiles) Gautier WARRANTY-601A (WARRANTY) Gautier	2013	Dodge	Dart	Automobile	Dodge	1C3CDFBA1DD34047 8 N/A

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Unit Selected Data

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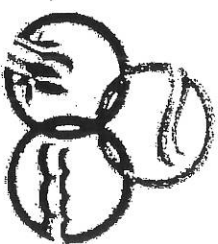
Eastern Standard Time

Unit	Mfg Year	Spec - Vehicle Make	Spec - Vehicle Model	Spec - Body Type	Spec - Body Make	Unit Serial Number
WARRANTY-601B (WARRANTY) Delta Gulfport						N/A



STATE OF MISSISSIPPI

The Department of Environmental Quality
Office of Pollution Control



Certificate of Coverage

under the Mississippi statewide general permit for a Class 1 Rubbish Site

Be it known that

Firetower Landfill, LLC

having submitted a complete Notice of Intent is hereby granted this Certificate of Coverage
to operate the *Firetower Landfill* in

Section: 25, Township: 7S, Range: 13W
Harrison, Mississippi

as per the conditions of permit No. SWGP-R1

Certificate No. R1-097

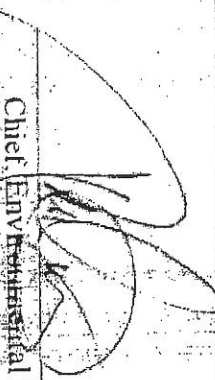
Date Issued: March 26, 2007

Date Modified: February 17, 2009

Date Modified: January 15, 2015

Date Modified: June 1, 2015

Date Expires: December 31, 2016


Chief, Environmental Permits Division

STATE OF MISSISSIPPI SOLID WASTE MANAGEMENT PERMIT

TO OPERATE A SOLID WASTE MANAGEMENT FACILITY IN
ACCORDANCE WITH THE REGULATIONS GOVERNING
SOLID WASTE MANAGEMENT

THIS CERTIFIES THAT

Waste Management of Mississippi, Inc.

has been granted permission to operate a solid waste management facility

located at

Sections 21, 22 & 23, Township 7 South, Range 13 West

Harrison County

under the name of

Pecan Grove Sanitary Landfill and Recycling Center

This permit is issued in accordance with the provisions of the Mississippi
Code Annotated, and the regulations and guidelines adopted and promulgated
thereunder

MISSISSIPPI ENVIRONMENTAL QUALITY PERMIT BOARD

AUTHORIZED SIGNATURE

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Issued: July 9, 2013
Expires: June 30, 2023

Permit No. SW02401A0400

CONDITIONS

A. EFFECT OF PERMIT

The permittee shall operate the solid waste management facility in accordance with the Mississippi Nonhazardous Waste Management Regulations (state regulations), applicable federal regulations, and conditions of this permit.

B. PERMIT ACTIONS

This permit may be modified, revoked and reissued, or terminated for noncompliance with the terms and conditions of the permit. The filing of a request for a permit modification, revocation and reissuance, or termination or the notification of planned changes or anticipated noncompliance on the part of the permittee does not stay the applicability or enforceability of any permit condition.

C. SEVERABILITY

The provisions of the permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

D. DUTIES AND REQUIREMENTS

1. **Duty to Comply.** The permittee shall comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the solid waste law and regulations promulgated thereunder and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application.
2. **Duty to Reapply.** If the permittee wishes to continue an activity allowed by this permit after the expiration date of this permit, the permittee must submit a complete application for a new permit at least 180 days before this permit expires.
3. **Duty to Mitigate.** The permittee shall take all reasonable steps to minimize, prevent, or correct any adverse impact on human health or the environment resulting from noncompliance with this permit.
4. **Proper Operation and Maintenance.** The permittee shall at all times properly operate and maintain all equipment and systems which are installed or used by the permittee to achieve compliance with the conditions of this permit and application as submitted and approved by the Department of Environmental Quality (Department).

5. Duty to Provide Information. The permittee shall furnish to the Department, within a reasonable time, any relevant information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
6. Inspection and Entry. The permittee shall allow an authorized representative of the Department upon the presentation of credentials and other documents as may be required by law to:
 - (a) Enter on the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this permit;
 - (b) Have access to and copy at reasonable times any records that must be kept under the conditions of this permit;
 - (c) Inspect at reasonable times any facilities, equipment, practices, or operations regulated or required under this permit;
 - (d) Sample or monitor at reasonable times for the purposes of assuring permit compliance.
7. Transfer of Permits. This permit is not transferable to any person except after notice to and approval of the Mississippi Environmental Quality Permit Board. The Permit Board may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.
8. Signature Requirements. An application for the re-issuance, modification or transfer of this solid waste management permit and all permits required by this permit or other information requested by the Permit Board shall be signed as follows:
 - A. For a corporation: a president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;
 - B. For a partnership or sole proprietorship: a general partner or the proprietor, respectively;
 - C. For a municipality, county, state, federal, or other public agency: either a principal executive officer or ranking elected official;

- D. The signature of a Duly Authorized Representative (DAR) shall be a valid signature under the state regulations, in lieu of the signatures described previously provided the following conditions are met:
- a. The DAR is an employee of the entity holding the solid waste management permit.
 - b. The DAR is identified to the Department by the ranking officer of the corporation, partnership, proprietorship, municipality, county, state, federal or other public agency.
 - c. The DAR is responsible for the overall management of the solid waste facility.

E. SITE SPECIFIC OPERATING CONDITIONS

1. Construction of landfill components shall be conducted by qualified and experienced personnel. The Department shall be notified of an approximate construction schedule at least one week prior to liner and final cover construction activities.
2. Construction of any landfill cells shall be in accordance with the following, unless an alternate method is approved by the Department:
 - (a) The insitu subbase shall be inspected for cracks, large stones, other protrusions, and for soil material which would not be suitable buffer material. Unsuitable materials shall be removed and replaced with suitable buffer material having permeability equal to or less than 1×10^{-6} cm/sec. The surface shall be compact, smooth, uniform, and free of desiccation cracks.
 - (b) Prior to placement of the soil liner, the surface of the prepared subbase shall be scarified for proper bonding with the liner. The liner shall be placed in 6 inch nominal lifts. Each lift shall be evenly compacted to the density and moisture content required. Placement of the liner on the side slopes shall be in lifts along the slope, not in horizontal lifts. Between lifts, the surface shall be scarified for proper bonding.
 - (c) In construction/preparation of the buffer subbase and the soil liner, the surface shall not be allowed to dry out and crack before placement of the next layer. If desiccation cracks do form, the surface shall be rewetted, rehomogenized, and recompacted to the depth of the cracks before placement of the succeeding layer.
 - (d) Field density, moisture content, and permeability tests shall be conducted in accordance with the approved plan. Test holes in the soil liner shall be sealed with bentonite, or another method approved by the Department.
 - (e) Prior to placement of the geomembrane, the soil liner shall be smooth, uniform, and free from protrusions or cracks. During and after installation, the geomembrane shall be protected from damage (e.g., heavy equipment, tearing, puncturing, exposure to the sun, etc.). Field seams shall be oriented vertically along the side slopes (i.e., top to bottom of side slope). No later than six months after liner installation, the protective layer shall be placed over the geomembrane, and properly maintained until waste is placed over the area.

3. All borings drilled on the site, which will not be converted to monitoring or supply wells, shall be properly sealed.
4. At least two weeks prior to the placement of solid waste in a newly constructed cell, construction quality assurance shall be submitted to the Department that demonstrates compliance with all applicable sections of the state regulations. The report shall contain a certification from an independent registered professional engineer that the area has been constructed according to the approved design plans and all applicable sections of the state regulations. The report shall also include field logs, results of testing, subgrade survey, top of liner survey, and construction testing methods.
5. The disposal of solid waste shall be restricted to the approved permitted area, Cells 1-17, consisting of approximately 176.0 acres and shall be within the approved elevations. Property line setback distances as indicated in the permit application shall be maintained.
6. Construction, operation, closure, and post-closure activities of the facility shall be conducted in accordance with state regulations and the approved plans, as submitted to the Department.
7. Modification to this permit shall be required prior to a vertical or horizontal expansion of the facility or a significant change in the method of waste management.
8. Financial assurance, as required by state law and regulations, shall be maintained for closure and post-closure costs.
9. Security must be maintained at the facility site to prohibit unauthorized access and disposal. Access to the site shall be secured or locked when the site is closed and when no attendant is on site.
10. Regulated asbestos containing material shall not be accepted for disposal, unless an operating plan and demonstration of compliance with EPA NESHAP regulations 40 CFR 61.153 and 61.154 (reporting and standards for active waste disposal sites) is submitted to and approved by the Department. Furthermore, excavation of waste for the disposal of asbestos shall occur only in areas where the waste has been in place for less than 72 hours.
11. Infectious medical wastes, as defined by the Mississippi Department of Health, generated by established medical facilities, shall be prohibited from disposal unless such wastes have been satisfactorily rendered non-infectious and placed in special bags or other appropriate packages.

12. Seafood wastes generated by major processing facilities, where such wastes have a high potential for unavoidable and unusual odor releases, shall be prohibited from disposal.
13. Vehicles entering the facility shall be operated and maintained to prevent loss of liquids or solid waste material. Vehicles failing to meet this requirement, after one warning to the owner or driver, shall be refused acceptance at the site until the problem is remedied.
14. All solid waste shall be covered each day before the close of operations, or more frequently, if necessary, to control disease vectors, fires, odors, blowing litter, and scavenging. Cover shall consist of at least six inches of earthen material or an alternate approved method of cover. An alternate method of cover may be used if a specific description and plan of operation is submitted to the Department, and written approval is obtained.
15. Litter and scattered debris on the landfill area and along the property access roads shall be collected every operating day and returned to the active disposal area.
16. Small portions of earthen cover shall be removed from low areas of each lift in order to facilitate downward movement of leachate to the collection system. The amount of soil removed shall be minimized as much as possible.
17. Filled areas of the landfill, which have remaining capacity and which will not receive waste within 30 days, shall receive an intermediate cover of twelve inches of earthen material. An alternate cover system may be approved by the Department.
18. Filled areas of the landfill, which will not receive additional waste or final cover within one year, shall receive an intermediate cover of twenty four inches of earthen material. Following placement, a minimum of eighteen inches of the cover shall be maintained until additional waste is placed on the area or until final cover is applied. An alternate cover system may be approved by the Department.
19. Final cover shall be placed on completed areas of the landfill in accordance with state regulations and the approved plans.
20. The condition of daily, intermediate, and final earthen cover shall be routinely inspected by landfill personnel during the operation of the facility. Erosion, cracks, ponding, leachate outbreaks, and similar problems shall be promptly repaired.

21. Burning or smoldering wastes accepted at the site shall be extinguished in an area separate from the active disposal area and shall not be unloaded into the active area until all smoldering debris has been adequately extinguished. Such wastes, however, shall not be left uncovered at the close of operations for that day.
22. Should an accidental fire occur, the operator shall immediately take action to extinguish the fire and shall notify the Department as soon as possible.
23. The landfill shall be constructed, operated, and maintained with berms, ditches, or other means such that uncontaminated surface water is directed around and away from the developed landfill area. Likewise, each cell shall be constructed and maintained to direct uncontaminated surface water around and away from the active disposal area. Uncontaminated surface water run-off from construction activities, from areas with daily or intermediate cover, or from areas with final cover not having established vegetation, shall be diverted to an onsite sedimentation pond.
24. A sedimentation pond shall be constructed and maintained to collect and control at least the water volume resulting from a 24 hour, 25 year event storm. Periodic dredging shall be conducted to maintain proper elevations.
25. Surface water contaminated by contact with solid waste and surface leachate flowing from filled areas of the landfill shall be collected and disposed as leachate. Surface leachate and contaminated surface water shall not be allowed to flow offsite of the landfill property.
26. Leachate collection systems shall be cleaned, maintained, and pumped as necessary to properly manage leachate collection. The depth of leachate over the liner, excluding the sumps and trenches, shall not exceed 30 cm. Measurements of leachate head shall be made daily. Records shall be kept of daily measurements, quantities pumped, cleaning, maintenance, and analysis, and method of disposal.
27. Leachate and gas condensate may be recirculated back into the landfill, in accordance with the approved operational plan and detailed drawings.
28. Leachate and gas condensate (generated by Pecan Grove Sanitary Landfill and Recycling Center) recirculation operations shall be evaluated by the Department periodically and based on the Departmental review of these operations, the Department may withdraw approval of the leachate and gas condensate recirculation plan.

29. Groundwater monitoring shall be conducted at the facility in accordance with state and federal regulations. Monitoring shall be conducted semiannually, unless otherwise directed by the Department, according to the following schedule.

<u>Monitoring period</u>	<u>Report Due</u>
January - June	August 31
July - December	March 1 (of the following year)

Samples may be taken at any time during the monitoring period; however, all required sampling events (except background) shall be at least four months apart. The following reports and records shall be retained in the operating record, and a copy shall be submitted to the Department according to the schedule above:

- (a) The dates, exact location, and time of sampling;
 - (b) The individual who performed the sampling;
 - (c) Results of groundwater level measurements and a map indicating direction of flow;
 - (d) The date(s) laboratory analyses were performed;
 - (e) The individual(s) who performed the analyses;
 - (f) The analytical techniques or methods used;
 - (g) The results of such analyses, provided by the laboratory;
 - (h) The results of such analyses, prepared on a form provided or approved by the Department;
 - (i) The statistical comparison of analyses;
 - (j) A determination of statistically significant increase; and
 - (k) Chain of custody forms.
29. Groundwater assessment monitoring and corrective action, if necessary, shall be conducted at the facility, in accordance with state and federal regulations.

30. Methane monitoring, and corrective action, if necessary, shall be conducted at the facility in accordance with state regulations and the approved operating plan. Methane monitoring shall be conducted quarterly, unless otherwise directed by the Department, according to the following schedule:

<u>Monitoring Period</u>	<u>Report Due</u>
January - March	August 31
April - June	August 31
July - September	March 1 (of the following year)
October - December	March 1 (of the following year)

Measurements may be taken at any time during the monitoring period; however, all required monitoring events shall be at least 45 days (1½ months) apart. The following reports and records shall be retained in the operating record, and a copy shall be submitted to the Department according to the schedule above:

- (a) The dates, exact location, and time of measurements;
 - (b) The individual(s) who performed the measurements; and
 - (c) The results of methane level measurements, for all monitoring wells and for facility structures. Results shall be submitted on a form provided or approved by the Department.
31. The permittee shall continue to maintain, construct and operate the gas collection and control system as required by the air pollution control permits issued for this facility in conjunction with the requirements of the Mississippi Commission on Environmental Quality Regulations APC-S-1 and APC-S-2.
32. The Department may require additional odor control measures if it determines that the gas collection system is not effectively reducing the occurrence of offsite odors.
33. The permittee shall comply with the requirements of the NPDES stormwater permit issued for this facility, including but not limited to monitoring, analysis and reporting of the turbidity of the discharge from all permitted stormwater outfalls.
34. An annual report shall be submitted to the Department each year no later than February 28 to include data regarding the preceding calendar year. The report shall include the items listed below:

- (a) aggregate information on the types, amounts, and sources of waste received during the calendar year. Listed types should be divided minimally into residential and nonresidential. The sources of waste should have cities and/or counties listed individually;
 - (b) a contour drawing of the landfill showing areas filled during the report year and total areas filled;
 - (c) estimated remaining capacity, in terms of volume or tons of waste;
 - (d) an updated disclosure statement for the permittee. If all information from the previously submitted disclosure statement is unchanged, a letter stating such may be included in lieu of an updated disclosure statement;
 - (e) an updated disclosure statement for a contract operator, if applicable. If all information from the previously submitted disclosure statement is unchanged, a letter stating such may be included in lieu of an updated disclosure statement;
 - (f) an adjusted closure and post-closure cost estimate;
 - (g) an audit of the financial assurance document and the end of year value of the financial assurance mechanism;
 - (h) a modified financial assurance document, if necessary;
 - (i) documentation demonstrating that the facility personnel have been properly trained to recognize regulated hazardous waste and PCB waste;
 - (j) documentation of compliance with operator certification requirements in accordance with state regulations; and
 - (k) a record indicating the dates, times, and locations where a head measurement greater than the maximum limitation of 30 cm on the liner was observed, the probable cause, and the actions taken to correct the problem, if necessary.
35. Operation of the facility shall be conducted in accordance with all applicable requirements of the U.S. Army Corps of Engineers.
36. Any significant changes to the approved closure or post-closure plan must be submitted to the Department for approval before being implemented.

37. Upon completion of disposal activities within Cells 1-17, a surveyed landfill drawing shall be submitted to the Department showing final contours and the boundaries of waste disposal.

**CITY OF GULFPORT, MS
REQUEST FOR PROPOSALS FOR
COLLECTION OF RESIDENTAL AND LIGHT COMMERCIAL GARBAGE,
CURBSIDE RECYCLING AND TRASH WASTE**

ADDENDUM NO. 1

THE PROPOSAL FORM IS AMENDED, AS ATTACHED.

THE INSTRUCTIONS TO PROPOSERS DOCUMENT IS AMENDED, AS FOLLOWS:

PAGE 4 – REQUIRED PROPOSAL PACKAGE CONTENTS.

- Delete the following: “The executed Proposal Form should be contained in a separate sealed envelope marked “Proposal Form”. The envelope containing the Proposal Form will only be opened for the highest scoring Solid Waste Contractor.”
- Substitute in place of the deleted information: “The executed Proposal Form should be included in the proposal package.”

PAGE 7 – PROPOSAL EVALUATION

- Amend (e) to read: “Oral presentation and interview, if requested by the City.”
- Add (g) to read: The following shall be the weight assigned to information contained within the criteria cited herein:
 - 40% - Pricing
 - 20% - Ability to do the work
 - 20% - Financial ability to accomplish the work
 - 20% - Past performance and other factors included in the proposal

PAGE 8 – PROVISION FOR OTHER AGENCIES.

- Delete in its entirety.

THE CONDITIONS AND SPECIFICATIONS DOCUMENT IS AMENDED, AS FOLLOWS:

Throughout – any reference to “HCUA” should be changed to “the City”

1.03 – Typo correction – substitute “purposes” for “pursposes”

1.07 – Amend by adding a new final sentence, as follows: “A Customer shall occupy a Contractual Unit.”

1.14 – Typo correction – substitute “within” for “with”

3.02 (b)(1) – Change 65 gallon to 95 gallon in the base bid.

3.02 (b)(2) – Delete Alternate 2 in its entirety.

3.02 (b)(9) – Insert the word “monthly” and amend to read: “9) The City reserves the right to withhold 10% of the final monthly payment, as set forth herein, from final monthly payment until curbside container collection/removal has been completed in accordance with the approved collection and removal plan.”

3.06 – Delete requirement that City Works be used; make use of City Works optional.

3.08 (b)(VIII) – Amend by deleting in its entirety.

3.08 (b)(X) – Amend by deleting in its entirety.

3.08 (b)(XVII) and (XVIII) – Amend by adding the following: “Applicable only if the Solid Waste Contractor elects to use *City Works*.”

3.08 (b)(XXIII) and (XXIV) - Amend by adding the following: “Applicable only if the City elects to require GPS in vehicles.”

3.09 (first paragraph) – Insert the following after the first sentence: “The Solid Waste Contractor, in lieu of or in addition to new collection vehicles, may use collection vehicles that are no more than fifteen (15) years old for the collection and disposal of garbage, trash waste, and recyclable materials. All collection vehicles, no matter whether new or used, shall be maintained in good working condition.”

3.09 (third paragraph) – Delete in its entirety.

3.09 (last paragraph) – Delete in its entirety.

4.0 – 1.03 Disposal – Amend to read, as follows: “Solid Waste Contractor shall collect and transport to permitted facilities (landfill/s, transfer station/s, or other as determined by the Solid Waste Contractor), all garbage, trash waste and other solid waste materials collected in accordance with all applicable federal, state, county and municipal laws, regulations, and ordinances pertaining to the collection and transportation for disposal of such waste material. Specifically, but without limitation, such waste shall be disposed of only at a disposal sites (including transfer stations) duly licensed and permitted by all governmental entities and agencies having jurisdiction with respect to such site. Unless otherwise informed and approved by the City, the Solid Waste Contractor shall dispose of all solid waste collected under this contract in duly permitted and licensed landfills, transfer stations, or other, as may be selected by the Solid Waste Contractor and identified on the Proposal Form (and from time to time) and approved by the City, which approval shall not be unreasonably withheld. The Solid Waste Contractor shall be responsible for negotiating disposal cost with the various facilities selected by the Solid Waste Contractor and shall be responsible for payment of all disposal costs to the said facilities.”

4.04 – Delete the last sentence.

COMPLETION OF THE PROPOSAL FORM

BASE BIDS

BASE BID 1:

On the proposal form, please provide the per contractual unit price per month for the following services by the Solid Waste Contractor [hereinafter, SWC]:

- Once per week semi-automated (rear load) garbage collection via a proposer provided new 95 gallon cart and disposal at an approved disposal facility.
- Once per week recycle material collection via a proposer provided new 18 gallon bin and disposal at an approved Material Recovery Facility.
- Once per week track waste collection for piles six (6) cubic yards or less.
- Unlimited trash waste upon request (within 72 hours of request, not including Sundays and contractual holidays).

BASE BID 2:

On the proposal form, please provide the per contractual unit price per month for the following services by the SWC:

- Once per week automated (side load) garbage collection via a proposer provided new 95 gallon cart and disposal at an approved disposal facility.
- Once per week recycle material collection via a proposer provided new 18 gallon bin and disposal at an approved Material Recovery Facility.
- Once per week track waste collection for piles six (6) cubic yards or less.
- Unlimited trash waste upon request (within 72 hours of request, not including Sundays and contractual holidays).

ALTERNATES

On the proposal form, please provide the incremental increase or decrease (decrease noted in ()) per Contractual Unit price per month for the following alternate services that may be selected by the City:

ALTERNATE 1. In lieu of the new 18 gallon bin for recycle material, SWC shall provide a new 35 gallon cart for recycle material.

ALTERNATE 2. Left blank intentionally.

ALTERNATE 3. SWC shall cause a chip tracking device (Radio Frequency Identification tags) to be placed in each cart or bin prior to delivery to the contractual unit as more fully set forth in the RFP.

ALTERNATE 4. SWC shall cause all collection trucks to be equipped with GPS monitoring capability as more fully set forth in the RFP.

ALTERNATE 5. In lieu of once per week garbage collection, SWC shall provide twice per week garbage collection (collection of recycle material remains at once per week).

PROPOSAL FORM – REQUEST FOR PROPOSALS
COLLECTION OF RESIDENTIAL GARBAGE, CURBSIDE RECYCLING, AND TRASH WASTE
CITY OF GULFPORT, MISSISSIPPI

BASE BID 1	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Rear load (semi-automated) once per week garbage and recycle material collection, transport and disposal with 18 gallon bin for recycle material and 95 gallon wheeled cart for solid waste (garbage); with trash pick up	35 gallon cart with wheels for recycle material	Left blank intentionally.	Tracking chip in recycle bin/cart and garbage cart	Collection trucks outfitted with GPS	Twice per week garbage collection and disposal (recycle remains once per week)
<i>Base Bid Amount per unit:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>
\$	\$	\$	\$	\$	\$

BASE BID 2	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Side load (automated) once per week garbage and recycle material collection, transport and disposal with 18 gallon bin for recycle material and 95 gallon wheeled cart for solid waste (garbage); with trash pick up	35 gallon cart with wheels for recycle material	Left blank intentionally	Tracking chip in recycle bin/cart and garbage cart	Collection trucks outfitted with GPS	Twice per week garbage collection and disposal (recycle remains once per week)
<i>Base Bid Amount per unit:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>
\$	\$	\$	\$	\$	\$

We propose to use the following landfill/s and/or transfer stations for garbage: _____

We propose to use the following landfill/s and/or transfer stations for trash waste (rubbish, yard waste and bulky waste): _____

Proposal of _____ (Proposer's name)

Signed: _____

Date: _____

With respect to Base Bid 1, please breach down your pricing proposal, as follows:

- a. Dollar amount attributable to curbside containers, collection and transport: \$ _____
- b. Dollar amount attributable to disposal: \$ _____

Note: a) plus b) should equal the total amount of Base Bid 1.

With respect to Base Bid 2, please breach down your pricing proposal, as follows:

- a. Dollar amount attributable to curbside containers, collection and transport: \$ _____
- b. Dollar amount attributable to disposal: \$ _____

Note: a) plus b) should equal the total amount of Base Bid 2.

This ADDENDUM is hereby made part of the bid specifications to the extent as though it were originally included therein.

ADDENDUM # 2

ISSUE DATE: 05/11/2017

Ref: RFP for Collection of Residential and Light Commercial Garbage, Curbside Recycling and Trash Waste
Due Date: May 24, 2017, 10:00 am local time

CLARIFICATION:

Completion of Proposal Form – replace previous 2-page form with the attached 3-pages marked Attachment “A”

QUESTIONS AND ANSWERS:

1. Will proposals be opened and publicly read aloud at 10 a. m. on May 24, 2017?
ANSWER: No.
2. May the contractor use rental equipment for a period of time if delivery of new trucks cannot be met by the truck manufacturers to accommodate the 30 day mandate in paragraph i on page 5?
ANSWER: Yes.
3. Is it correct that the City will pay all disposal costs necessary to accomplish the scope of work other than unacceptable materials included in recycling bins?
ANSWER: No
4. May the contractor charge a particular residential/light commercial unit for replacement carts necessitated by customer damage? (See page 5, paragraph (b) (4))
ANSWER: Yes
5. Will the contractor be required to honor the 7 am-7 pm office hours mandate on Saturday if no routes are run on Saturday?(see paragraph 5.06 on page7)
ANSWER: No.
6. On page 10, number X the last abbreviation, HCUA, should be replaced with the word City-correct?
ANSWER: Yes, see Addenda #1
7. Is it correct to state the Contractor will not be required to have an office in Harrison County (as mentioned on page 12, paragraph 3.09) but rather somewhere in one or more of the six counties listed on page 13 in paragraph 4.0/1.01?
ANSWER: Yes, Harrison, Hancock, Jackson, Pearl River, Stone or George Counties, the lower six.
8. Are cellular telephones acceptable in lieu of radios as mentioned in paragraph 4.0/1.02 on page 13?
ANSWER: Yes
9. What is the difference between the requested pricing on the proposal form for Base Bids 1 and 2 vs. Alternate 2 for both base bids?
ANSWER: Corrected in Addenda #1
10. What price adjustments is the City receptive to on the initial and subsequent anniversary dates?
ANSWER: If proposer wishes to include a price adjustment in the contract, proposer should submit price adjustment proposal with Proposal for consideration by the City.

This ADDENDUM is hereby made part of the bid specifications to the extent as though it were originally included therein.

11. To effectively evaluate this project, can we request the numbers of current customers and rates for each? A copy of the current contract and latest remittance (invoices or payments) for this contract should suffice.

ANSWER: See attachment "B" for latest invoice. A records request to Harrison County Utility Authority will be required to obtain a copy of the current contract.

END OF ADDENDA 2

Connie Debenport, CPPB
Contracts & Procurement Manager
1410 24th Avenue
Gulfport, MS 39501

COMPLETION OF THE PROPOSAL FORM

BASE BIDS

BASE BID 1:

On the proposal form, please provide the per contractual unit price per month for the following services by the Solid Waste Contractor [hereinafter, SWC]:

- Once per week semi-automated (rear load) garbage collection via a proposer provided new 95 gallon cart and disposal at an approved disposal facility.
- Once per week recycle material collection via a proposer provided new 18 gallon bin and disposal at an approved Material Recovery Facility.
- Once per week track waste collection for piles six (6) cubic yards or less.
- Unlimited trash waste upon request (within 72 hours of request, not including Sundays and contractual holidays).

BASE BID 2:

On the proposal form, please provide the per contractual unit price per month for the following services by the SWC:

- Once per week automated (side load) garbage collection via a proposer provided new 95 gallon cart and disposal at an approved disposal facility.
- Once per week recycle material collection via a proposer provided new 18 gallon bin and disposal at an approved Material Recovery Facility.
- Once per week track waste collection for piles six (6) cubic yards or less.
- Unlimited trash waste upon request (within 72 hours of request, not including Sundays and contractual holidays).

ALTERNATES

On the proposal form, please provide the incremental increase or decrease (decrease noted in 0) per Contractual Unit price per month for the following alternate services that may be selected by the City:

ALTERNATE 1. In lieu of the new 18 gallon bin for recycle material, SWC shall provide a new 35 gallon cart for recycle material.

ALTERNATE 2. Left blank intentionally.

ALTERNATE 3. SWC shall cause a chip tracking device (Radio Frequency Identification tags) to be placed in each cart or bin prior to delivery to the contractual unit as more fully set forth in the RFP.

ALTERNATE 4. SWC shall cause all collection trucks to be equipped with GPS monitoring capability as more fully set forth in the RFP.

ALTERNATE 5. In lieu of once per week garbage collection, SWC shall provide twice per week garbage collection (collection of recycle material remains at once per week).

Attachment "A"

**PROPOSAL FORM - REQUEST FOR PROPOSALS
COLLECTION OF RESIDENTIAL GARBAGE, CURBSIDE RECYCLING, AND TRASH WASTE
CITY OF GULFPORT, MISSISSIPPI**

BASE BID 1	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Rear load (semi-automated) once per week garbage and recycle material collection, transport and disposal with 18 gallon bin for recycle material and 95 gallon wheeled cart for solid waste (garbage); with trash pick up	35 gallon cart with wheels for recycle material	Left blank intentionally.	Tracking chip in recycle bin/cart and garbage cart	Collection trucks outfitted with GPS	Twice per week garbage collection and disposal (recycle remains once per week)
<i>Base Bid Amount per unit:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>
\$	\$	\$	\$	\$	\$

BASE BID 2	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Side load (automated) once per week garbage and recycle material collection, transport and disposal with 18 gallon bin for recycle material and 95 gallon wheeled cart for solid waste (garbage); with trash pick up	35 gallon cart with wheels for recycle material	Left blank intentionally	Tracking chip in recycle bin/cart and garbage cart	Collection trucks outfitted with GPS	Twice per week garbage collection and disposal (recycle remains once per week)
<i>Base Bid Amount per unit:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>	<i>Incremental increase over base bid of:</i>
\$	\$	\$	\$	\$	\$

We propose to use the following landfill/s and/or transfer stations for garbage: _____

We propose to use the following landfill/s and/or transfer stations for trash waste (rubbish, yard waste and bulky waste): _____

Proposal of _____ (Proposer's name)

Signed: _____

Date: _____

Base Bid 1

Break down pricing proposal as follows:

A-Dollar amount attributable to curbside containers, collection and transport	\$
B-Dollar amount attributable to disposal	\$
TOTAL OF A PLUS B (Should be equal total amount of Base Bid)	\$

Base Bid 2

Break down pricing proposal as follows:

A-Dollar amount attributable to curbside containers, collection and transport	\$
B-Dollar amount attributable to disposal	\$
TOTAL OF A PLUS B (Should be equal total amount of Base Bid)	\$

Harrison County Utility Authority

Andrew "FoFo" Gilich, Mayor, City of Biloxi
 Russell Quave, Mayor, City of D'Iberville
 Billy Hewes, Mayor, City of Gulfport

Board of Directors

Executive Director
 Donald E. Scharr, P.E.

Billy Skellie, Jr., Mayor, City of Long Beach
 Chipper McDermott, Mayor, City of Pass Christian
 Angel Kibler-Middleton, Supervisor, Harrison County
 Marlin Ladner, Supervisor, Harrison County

Invoice

May 1, 2017

City of Gulfport
 Attn: Ginnie Hem
 P.O. Box 1780
 Gulfport, MS 39502-1780

Description		Amount
Invoice for actual residential pickup and administrative costs.		April 2017 Service Period
Residential Collection		
1) Automated:	$\frac{24,533}{(\text{\# houses})} \times \frac{\$10.20}{(\text{\$house})} =$	$\frac{\$250,236.60}{\$250,236.60}$
Amount Due		<u><u>\$250,236.60</u></u>
2) Disposal Cost:	WILL BE BILLED SEPARATELY EACH MONTH	
3) Entity Dumpster Cost:	WILL BE BILLED SEPARATELY EACH MONTH	
4) Admin. Costs:	$\frac{36.08\%}{(\% \text{ of housecount})} \times \frac{\$0.00}{\$0.00} =$	$\frac{\$0.00}{\$0.00}$
Amount Due		<u><u>\$0.00</u></u>
5) Add'l Landfill Costs	WILL BE BILLED SEPARATELY EACH MONTH	
6) Over/Under Adjustment		
Total Billing		<u><u>\$250,236.60</u></u>

Handwritten signature and date:
 RH
 5/8/17

Handwritten note: Attachment "B"

This ADDENDUM is hereby made part of the bid specifications to the extent as though it were originally included therein.

ADDENDUM # 3

ISSUE DATE: 05/17/2017

Ref: RFP for Collection of Residential and Light Commercial Garbage, Curbside Recycling
and Trash Waste
Due Date: May 24, 2017, 10:00 am local time

QUESTIONS AND ANSWERS:

1. How many miles of roads are in Gulfport?
ANSWER: We have approximately 610 miles of roads in the City of Gulfport.

END OF ADDENDA 3

Henrietta Spaulding
Procurement Specialist
1410 24th Avenue
Gulfport, MS 39501