

RECYCLING PROPOSALS

Current Waste Management Recycling Contract:

Homes (participating homes only)	3,760
Per Home Per Month Price	\$3.55
Monthly Total	\$13,348.00

Note: Under the current contract the county only pays for homes that have requested and received a recycling container.

Proposed Waste Management Recycling Contract:

Homes (total number of homes in participating subdivisions)	6,326
Per Home Per Month Price	\$3.66
Monthly Total	\$23,153.16

Note: Waste Management's proposal requires payment for all homes in each participating subdivision, regardless of whether or not the home is recycling.

Proposed Waste Pro Recycling Contract:

Homes (participating homes only)	3,760
Per Home Per Month Price	\$8.89
Monthly Total	\$33,426.40

Note: Waste Pro's proposal only requires payment for the homes participating in recycling.

COMPARISON OF EFFECT OF NEW CONTRACT ON RECYCLING LINE ITEM OF 2015-2016 SOLID WASTE BUDGET

	WASTE MANAGEMENT	WASTE PRO
7 Jan. 2016 Unencumbered Recycling Budget Balance	\$191,045.00	\$191,045.00
January 2016 (last month of current contract)	\$13,348.00	\$13,348.00
February 2016 (first month of new contract)	\$23,153.16	\$33,426.40
March 2016 invoice	\$23,153.16	\$33,426.40
April 2016 invoice	\$23,153.16	\$33,426.40
May 2016 invoice	\$23,153.16	\$33,426.40
June 2016 invoice	\$23,153.16	\$33,426.40
July 2016 invoice	\$23,153.16	\$33,426.40
August 2016 invoice	\$23,153.16	\$33,426.40
September 2016 invoice	\$23,153.16	\$33,426.40
Total	\$198,573.28	\$280,759.20
Sept. 30, 2016 Projected Recycling Budget Balance	(\$7,528.28)	(\$89,714.20)

**PROPOSAL SHEET
MADISON COUNTY, MISSISSIPPI
RECYCLING SERVICES
PROPOSALS DUE AT 10 A.M. ON 18 AUGUST 2015**

CURBSIDE PICKUP SERVICES

Monthly Cost per House for Curbside Pick-Up, Transportation, and Disposal of Recyclables provided to subscribing homes in participating subdivisions:

OPTION 1: Three-year contract for curbside recycling with two one-year options that may be exercised solely at the county's option. Price per month per house:

\$ 3.66 * (see comments below).

OPTION 2: Five-year contract for curbside recycling. Price per month per house:

\$ 3.66 * (see comments below)

Name of Company: WASTE MANAGEMENT OF MS. Inc.

Address: 1450 Country Club Drive
JACKSON, MS 39209

Contact Person: Terry Smith

Telephone number: 601-790-6117

Cell Telephone Number: 601-862-4274

E-mail Address: tsmith23@wm.com

Authorized Signature: Jay Smith

Our Proposal Quote is qualified for WASTE MANAGEMENT to receive payment on ALL homes in the platted subdivisions list provided by Madison County. The number of homes to receive recycling service is based on this qualified statement which will be agreed to by both parties before contract start date of January 13, 2016.

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8.89

OPTION 2: Five-year contract for curbside recycling. Price per month per house:

8.89

Name of Company: Waste Pro of Mississippi, Inc.

Address: 4517 Methodist Home Road

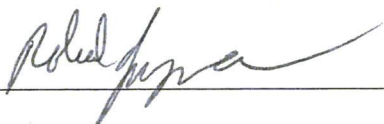
Jackson, MS 39201

Contact Person: Joey Harris

Telephone number: 662.661.0184

Cell Telephone Number: 662.661.0184

E-mail Address: jharris@wasteprousa.com

Authorized Signature: 

NAME	COUNT	NOTES
ARRINGTON	19	
ASHBROOKE	625	
BEAR CREEK CROSSING	74	
BELLE TERRE	130	
BRADSHAW RIDGE	145	
CAMDEN RIDGE		SEE LAKE CAROLINE
CHAPEL LN	18	
CHERRY HILL	124	
DEERFIELD	326	
DENSON FARMS	13	
DEVLIN SPRINGS	139	
GERMANTOWN	77	
GRAYHAWK	280	
GREYSTONE	47	
HALEY CREEK	100	
HAMPTON HILLS	85	
HANNOVER	19	
HARTFIELD	171	
HARVEY CROSSING	330	
JOHNSTONE	81	
KEMPER CREEK	68	
LAKE CAROLINE	1138	
LAKE CAVALIER	125	
LAKE LORMAN	134	
LIVINGSTON	42	
LOST RABBIT	55	
MADISONVILLE ESTATES	13	
MEADOW HILLS ESTATES	15	
NEW CASTLE	45	
NORTH OAK PL	9	
PANTHER CREEK	96	
PINE HILL ACRES	16	
PORTER RIDGE DR	8	MAGNOLIA POINTE
PROVIDENCE	234	
RED OAK	209	
RIDGEFIELD	212	
SAGEFIELD	44	
ST DAVIDS WAY	9	
STILLHOUSE CREEK	294	
TIMBER RIDGE		SEE WELLINGTON
TWIN CEDARS	110	
TWIN HARBORS	254	
WELLINGTON	332	
WILDWOOD	43	
WOODS ROAD LAKES	18	
APPROXIMATE TOTAL	6326	

X 6326
 3.66

 \$23,153.16
 per month

CONTRACT TO COLLECT
RESIDENTIAL RECYCLABLE MATERIALS

THIS AGREEMENT, made in duplicate on this ____ day of _____, 2016, by and between Madison County, Mississippi (the "County"), and Waste Management of Mississippi, Inc. a Mississippi corporation (the "Contractor"),

WITNESSETH:

WHEREAS, the County desires to provide for the collection of recyclable material from residential units in county-designated subdivisions within the County limits; and

WHEREAS, the Contractor is experienced in the recycling business and possesses the necessary equipment, personnel, facilities, financial resources and management skills to provide such service; and

WHEREAS, County desires to contract with Contractor to provide residential recycling collection services; and

WHEREAS, Contractor desires to contract with the County to provide residential recycling collection services;

NOW, THEREFORE, in consideration of the premises and covenants and undertakings set forth, the County and the Contractor agree as follows:

1.00 **TYPE OF COLLECTION**

1.01 Service Provided

(a) The Contractor shall provide weekly curbside collection services to the residential units in county-designated subdivisions located in the unincorporated parts of the County, utilizing a recycling container provided by the Contractor, for the collection of recyclable material once each week. The beginning number of homes for billing purposes shall be 6,326.

1.02 Location of Recycling Container

Each residential recycling container shall be placed at curbside for collection. Curbside shall mean a location adjacent to, and no more than five (5) feet from the curb line or edge of pavement. The Contractor may decline to collect from any recycling container not properly placed.

1.03 Recycling Containers

The Contractor will supply each Customer with an 18-gallon recycling container. Title to the recycling containers shall remain with Contractor. The Contractor shall promptly replace recycling containers when notified by a resident that a recycling container is damaged or missing to a maximum of 140 containers.

1.04 Recyclable Materials

Recyclable materials to be collected will consist of aluminum, steel, and tin cans, newsprint, magazines, office paper, plastic bottles and containers (PET & HDPE), and

flattened cardboard boxes. The Contractor shall be responsible to process and sell the recyclable materials and the Contractor shall retain full proceeds of such sales.

1.05 Collection Equipment

All vehicles, and other equipment, shall be maintained in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have, clearly visible, on each side the Company's identity, telephone number and a conspicuous vehicle number. The Contractor shall load vehicles in such a manner as to prevent spillage. Any spillage by Contractor shall be cleaned up by the Contractor. All recyclable materials hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or losses from wind blown materials are prevented.

2.00 **STANDARD OF PERFORMANCE**

2.01 The Contractor hereby agrees that the collection and removal services, practices, and procedures shall be in conformity with all applicable County ordinances in effect upon the date of the execution of this Agreement, and in conformity with all of its terms and conditions. The Contractor also hereby agrees to conduct and operate the collection and removal services in a manner meeting the accepted standards for the industry. The collection from residential units shall be accomplished in such a manner as to insure no residue is left scattered about the collection location.

3.00 **FREQUENCY OF COLLECTION**

3.01 Each residential unit shall be collected one (1) time each week. The Contractor shall not be required to make collections on Saturdays, Sundays or on Holidays.

3.02 Missed Collection

Any residential unit not collected "on schedule" by the Contractor, except for reasons stated below, shall be collected within twenty-four (24) hours after notice by the customer.

If the Contractor is unable to collect a container for reasons beyond its control, the County shall be notified promptly, but in any case no later than 4:30 p.m. on the following business day. Informal, day-to-day dealings and contacts between the Contractor and the County shall be directed to the County Administrator, or such other person or place as directed in writing by the County Administrator.

3.03 Holidays

The following shall be considered as holidays for the purpose of this Agreement:

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

The Contractor may decide to observe any or all of the above mentioned holidays by suspending collection service on such days, however, such decision shall not relieve the Contractor of its obligation to provide collection service at least once during the week the holiday is observed. Additionally, Contractor shall not be required to observe such holidays. The Contractor shall notify the County of its intentions at least 30 days before the observance of each holiday. The Contractor shall be responsible for advertising any suspension of service.

4.00 **EQUIPMENT**

4.01 Vehicle Maintenance

The Contractor hereby agrees it shall have a fleet of vehicles, equipped and maintained as shall be necessary for the timely and effective performance of the scope of work in accordance with all terms and conditions of this Agreement.

4.02 Office

The Contractor shall maintain an office, or other such facilities, through which it may be contacted. Contractor shall give County prior written notice of any change of office or telephone number. It shall be equipped with sufficient telephones, and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

5.00 **PERSONNEL**

5.01 The Contractor hereby agrees it shall maintain a work force, properly trained, and each vehicle operator issued a valid Commercial driver's license for the type of vehicle being driven.

5.02 Contact Person

The Contractor also hereby agrees to assign a qualified person or persons to be in charge of the operations contracted for, and agrees to give such name or names to the County.

5.03 Employment

The Contractor hereby agrees it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

6.00 **PUBLIC AWARENESS PROGRAM**

6.01 Education

The Contractor shall distribute to all participating residences prior to the commencement of collection, a collection schedule, the telephone number of contractor's call center, a list of acceptable recyclables, and a list of general recycling rules. The Contractor may at its expense develop and implement a public awareness program to provide educational information on recycling.

6.02 Complaints

The Contractor shall designate a responsible supervisor, who shall be available to monitor collections, receive and respond to complaints, answer inquiries and resolve disputes with respect to the services supplied pursuant to this Agreement. Complaints or inquiries shall be answered within 24 hours of receipt.

6.03 Notification

The Contractor shall notify all residential units about complaint procedures, regulations and day for scheduled recycling material collections.

6.04 Point of Contact

All dealings, contacts, etc., between the Contractor and the County shall be directed by the Contractor to their designated representative.

7.00 **ASSIGNMENT**

7.01 The Contractor hereby agrees that the obligations pursuant to this Agreement shall not be subcontracted or assigned to any person or organization without first having obtained in writing the consent of the County.

8.00 **INDEMNITY**

8.01 The Contractor hereby agrees that it shall indemnify, reimburse, keep and hold the County free and harmless from liability on account of injury or damage to persons, firms, or corporations, or property which results from Contractor's negligent or willful acts or omissions in the performance of this Agreement; provided, however, this section shall not be construed to require Contractor to indemnify the County for damages resulting from the County's negligent or willful acts or omissions.

9.00 **FORCE MAJEURE**

9.01 It is mutually understood and agreed that the Contractor shall be relieved of its obligation under this Agreement during any period or periods of time when strikes, acts of God, war or public enemy, governmental or court order, fire or other casualty, storm or other natural catastrophe, or any other act beyond the control of the Contractor render impossible its performance under this Agreement. Immediately upon the occurrence of any of the above, the Contractor shall notify the County. Also within twenty-four (24) hours the Contractor shall meet with the County to review the validity of the Contractor's claim, assessing the impact it shall have on the scope of services under this Agreement, and to develop alternative methods to maintain the scope of services.

10.00 **TERM OF CONTRACT**

10.01 The term of this Agreement shall be for three years, beginning on February 1, 2016, and continuing through January 31, 2019, provided, however, that the term of this Agreement may be extended for up to two one-year periods upon the mutual agreement of the parties expressed in writing prior to the expiration of the then current term. Further, either party may terminate this Agreement without causes by giving the other party at least sixty (60) days prior written notice.

11.00 **COUNTY'S RIGHT TO TERMINATE CONTRACT**

11.01 In the event the Contractor substantially breaches the terms or conditions of this Agreement or substantially fails to perform the scope of work specified by the County and fails to correct such breach within 30 days of receipt of notice of such breach from the County, the County shall have the right to terminate this Agreement upon ten (10) days written notice.

11.02 Insolvent

In the event the Contractor shall be adjudicated bankrupt or insolvent or take the benefit of any reorganization or composition proceeding or insolvency law, or make an assignment for the benefit of creditors, or if Contractor's interest in this Agreement shall be levied upon or attempted to be sold under any execution or process of law, or if a receiver shall be appointed for the Contractor, then and thereafter the County shall have the right and option to terminate this Agreement irrespective of whether or not default exists hereunder, said termination to be effective upon ten (10) days written notice. The written notice referred to above shall be given by the County by registered letter, addressed to the Contractor.

12.00 **CONTRACTOR'S RIGHTS TO TERMINATE CONTRACT**

12.01 In the event the County should change the ordinances under which the Contractor is to operate in such a manner as to physically or economically prevent the Contractor from performing the scope of work specified, the Contractor shall have the right to terminate this Agreement upon ten (10) days written notice.

12.02 In the event circumstances described in Section 10.00, Force Majeure, prove to be of a permanent nature, the Contractor shall have the right to terminate this Agreement upon ten (10) days written notice.

23.03 In the event the County shall fall sixty (60) days arrears in payment of monthly fees, the Contractor shall have the right to issue an intent to terminate this Agreement within thirty (30) days of written demand for payment if all payments due are not made in full. In the event the County fails to do so, the Contractor shall have the right to terminate work under this Agreement at the end of the thirty (30) day period.

13.00 **ADDITIONAL REPRESENTATIONS BY CONTRACTOR**

13.01 The Contractor represents and warrants:

- (a) That it is a corporation duly authorized to do business in Mississippi and has legal authority to enter into this Agreement.
- (b) That the Contractor shall conduct operations under this Agreement in compliance with applicable laws.

14.00 **NOTICES**

14.01 All notices, requests and other communications hereunder shall be deemed to have been given when deposited in the U.S. mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows:

If to County:

Madison County Administrator
Post Office Box 608
Canton, MS 39046

If to Contractor:

Waste Management of Mississippi, Inc.
1450 Country Club Drive
Jackson, MS 39209
Attn: District Manager

With a copy to:

Waste Management Southern Group Office
1850 Parkway Circle, Suite 600
Marietta, GA 30067
Attn: Senior Legal Counsel

15.00 **EXCLUSIVE CONTRACT**

15.01 The Contractor shall have the sole and exclusive right to provide residential recycling services for and on behalf of the County. This agreement shall not constitute a franchise or exclusive right to collect recyclables from commercial, institutional and industrial units in the County.

16.00 **COMPLETE AGREEMENT**

16.01 This Agreement, and any exhibits attached hereto, constitutes the entire agreement between the parties hereto and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto. This Agreement shall be governed by the law of the State of Mississippi.

17.00 **POINT OF CONTACT**

17.01 All formal dealing and contacts between the Contractor and the County relating to this Agreement shall be directed by the Contractor to the County Administrator.

18.00 **INSURANCE**

18.01 The Contractor hereby agrees it shall secure and maintain such insurance policies as will protect itself and the County from claims for bodily injuries, death, or property damage, which may arise from operations under this Agreement whether such operations by itself or anyone employed directly or indirectly. Contractor shall provide the County with evidence of the following coverage in the form of a certificate of insurance prior to commencing the services described herein.

<u>Coverage</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 500,000 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$ 500,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$2,000,000.00 each person
Liability	\$ 500,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

19.00 **COMPENSATION**

The County hereby agrees that it shall pay the Contractor the monthly sum of Three Dollars and 66/100 Dollars (\$3.66) per Residential Unit. The beginning number of residential units for billing purposes shall be 6,326. This number may be adjusted monthly to reflect changes in the number of residential units in county-designated subdivisions in the County. The parties acknowledge and understand that participation in the County's recycling program is voluntary for residents, but Contractor shall receive payment for each residential unit in participating subdivisions. .

19.01 The Compensation payable by the County to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer and Trash CPI, Not Seasonally Adjusted, All Areas ("C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the County to the Company shall be adjusted to compensate for such annual rate increases.

20.0 **CHANGES IN MARKET FOR RECYCLABLE MATERIALS**

Currently, Contractor takes the recyclable materials to the Fiber Vision facility in Sumrall, Mississippi for processing. In the event Fiber Vision is unable or unwilling to accept some or all of the recyclables collected under this Agreement, the collection of recyclable materials may be suspended by Contractor until such time as the parties agree upon another processor to accept such particular recyclable materials. Contractor agrees not to charge the County for any time period during which it has suspended collection of recyclable materials.

21.00 **BASIS AND METHOD OF PAYMENT**

21.01 Contractor Billings to County

The Contractor shall invoice the County for service rendered within five calendar days following the end of the month. The County shall pay the Contractor, on or before the

45th day following receipt of the monthly invoice. Billing and payment shall be based on the quoted rates and schedules set forth herein.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

WASTE MANAGEMENT OF MISSISSIPPI, INC.

BY: _____

Its. _____

Attest: _____
Corporate Asst. Secretary

MADISON COUNTY

BY: _____

President, Madison County Board of Supervisors

Attest: _____
Ronny Lott, Chancery Clerk

S E A L