

DELTA STATE UNIVERSITY

Request for Proposals (RFP) DSU07-2022 Solid Waste Collection and Disposal Services

ISSUE DATE: July 20, 2022

ISSUING AGENCY: Office of Procurement & Auxiliary Services
Delta State University
Kent Wyatt Hall, Suite 221
Cleveland, MS 38733

Sealed Proposals, subject to the conditions made a part hereof, will be received **August 23, 2022, at 2:00 PM in the DSU Office of Procurement & Auxiliary Services, same address above**, for furnishing services described herein.

All inquiries concerning this RFP should be directed to:

Crystal Beach
Office of Procurement & Auxiliary Services, (Same address above)
cbeach@deltastate.edu
662-846-4046

Any addendum associated with this RFP will be posted at <https://www.deltastate.edu/finance-admin/procurement/current-bid-opportunities/> located under solicitation number DSU07-2022. It is the respondent's responsibility to assure that all addenda have been reviewed and if applicable, signed and returned.

RFx: 3160005300

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**DELTA STATE UNIVERSITY
REQUEST FOR PROPOSALS
(RFP) DSU07-2022
SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

1. INTRODUCTION

Delta State University (DSU), located in Cleveland, Mississippi, is requesting proposals for Solid Waste Collection and Disposal Services.

Additional information about DSU can be found at our website www.deltastate.edu.

2. GENERAL COMMENTS

This document and all appendices are considered part of the required specifications to the Delta State University Request for Proposal for Solid Waste Collection & Disposal Services.

Delta State University reserves the right to modify any part of the document at its discretion.

Delta State University reserves the right to reject any and all proposals or not make any award at all.

Delta State University reserves the right to waive any errors and omissions at the university's discretion.

Delta State University reserves the right to utilize another vendor in the event of the awarded contractor's inability to perform, non-availability to perform, or for additional work beyond the scope of the contract.

Delta State University accepts no responsibility for any expense incurred by the contractor in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the contractor.

IMPORTANT NOTE: The terms "University," "DSU," "Delta State University," and "Owner" shall refer to the receiver, or buyer, of the services. The terms "Proposer," "Offeror," "Bidder," "Respondent," and "Contractor," shall refer to the provider, or seller, of the services.

3. PROPOSAL SUBMISSION CONTENTS

This is a two-step RFP process. The management proposals and the cost proposals are to be submitted in separate sealed envelopes. Indicate firm name, RFP# and word "Management Proposal" on the front of the sealed technical proposal envelope or package. Indicate the firm name, RFP# and the word "Cost Proposal" on the front of the sealed proposal envelope or package.

At a minimum, the following items should be included in the contents of the Management

Proposal:

- Cover letter, indicating the name of proposer, location of proposal's principal place of performance of the proposed contract, underlying philosophy of the firm in providing the service, and scope of the proposal. The letter should include an overview of the services being offered. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. (Cover letter should be no more than three (3) pages in length.)
- Resume listing abilities, qualifications, and experience of all individuals who will be assigned to provide the required services
- Corporate Structure and Credentials
 - Number of years of experience
 - Size of business
 - Staffing levels and support proposed
 - Statement of Qualification Form – **Appendix C**
 - Examples of similar previous work.
 - A list of three contracts under which services similar in scope, size, or discipline were performed or undertaken. On a proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone number of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.
- Operations and Ability to Perform
 - Provide operation plan. This should include, but not be limited to, acknowledgement and agreement with all requirements as well as explanations of how the services will be performed
 - Dumpster Locations and Pickup Frequency Expectations – **Appendix A**
 - Describe how services will be provided to DSU.

At a minimum, the following items should be included in the contents of the Cost Proposal:

- Proposal for Unit Pricing Form – **Appendix B**
- Sample Invoice

4. PROPOSAL SUBMISSION

The original proposal shall be signed in blue ink and submitted in a three-ring binder, along with five (5) identical copies, with sections clearly tabbed. Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the over page number sequence of the entire proposal. The intent of this requirement is that the Offeror submit all information in a manner so

that it is clearly referenced and easily located.

Additionally, the Offeror shall provide the following:

- a. One (1) electronic copy (on a flash drive) of the complete proposal including all attachments in a searchable Microsoft Office[®] format, preferably in Word[®] or Portable Document Format (PDF[®]).
- b. One (1) **BLIND** separate electronic copy (on a flash drive) of the required Financial Statements in a searchable Microsoft Office[®] format, preferably in Word[®] or Portable Document Format (PDF[®]). **All** vendor-identifying information shall be removed and/or redacted from the Offeror's Financial Statements. Vendor-identifying information includes but is not limited to, any prior, current, and future names or addresses of the vendor, any names of incumbent staff, any prior, current, and future logos, watermarks, and company colors, any information, which identifies the vendor as an incumbent, and any other information, which would affect the blind evaluation of Cost Proposal factors. The "blind" copy shall *not* include the pricing information from Appendix B. The "blind" requirement is necessary to help ensure the anonymity of the Offerors from the evaluation team that will review the aforementioned sections of your proposal. The "blind" copy should be provided in a searchable Microsoft Office[®] format, preferably in Word[®]. **Blind proposals containing vendor-identifying information may be disqualified.**
- c. **Proposals shall be submitted in two (2) binders. The Cost Proposal shall be submitted in separate binder. All other proposal tabs shall be submitted in a second binder.**
- d. If the proposal contains confidential information, one (1) redacted electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office[®] format, preferably in Word[®] or Portable Document Format (PDF[®]).

If a redacted copy is not submitted, DSU shall consider the entire Proposal to be public record. The redacted copy should identify which section or information has been redacted and the Offeror shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Offeror, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by DSU, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the RFP may be cause for rejection of the Proposal. DSU reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, DSU may request the Offeror to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality,

quantity, price, or delivery of the service. The RFP issued by DSU is the official version and will supersede any conflicting RFP language subsequently submitted in proposals.

All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of DSU and will not be returned to the Offeror. All information requested is considered important. Failure to provide all requested information and in the required format may result in disqualification of the Proposal. DSU has no obligation to locate or acknowledge any information in the proposal that is not presented under the proper location according to the instructions herein.

The proposal package must be received on or before **2:00 p.m. on August 23, 2022**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement & Auxiliary office on-time. The proposal package should be mail to:

**Delta State University
Office of Procurement & Auxiliary Service
1417 Maple Street
Cleveland, MS 38733**

If you are delivering your bid in person, you should deliver it to:

**Delta State University
Office of Procurement & Auxiliary Service
Kent Wyatt Hall, Suite 221
Cleveland, MS 38733**

To prevent opening by unauthorized individuals, the proposal, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed proposals **shall be labeled:**

**Proposal – DO NOT OPEN
Waste Collection and Disposal Services
RFP DSU07-2022**

DSU will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the projects must contain evidence of the firm's responsibility, experience, and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by DSU may be included elsewhere in the solicitation.

Proposals shall be submitted on the **Proposal for Unit Pricing (Appendix B)** sheet furnished with the specifications and must be accompanied by an acceptable Bid Guaranty in an amount equal to at least five percent (5%) of the base bid, either with a Cashier's Check drawn on a Mississippi bank, or a Bid Bond, executed by a surety company duly authorized and qualified to make such bonds in the State of Mississippi, payable to Delta State University; such security to

be forfeited as liquidated damages, not as a penalty, by any bidder who may be awarded the contract but who fails to carry out the terms of the proposal or execute the contract within the time specified. All bid guaranties will be returned when the contract of the successful bidder has been properly executed and approved. The bid guaranty should be included in the Management Proposal and the Cost Proposal is to be BLIND.

Proposals cannot be modified on the exterior of the sealed envelope.

DSU reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the University to do so.

Proposals received after the stated due date and time will not be opened or considered.

Respondent's proposal should mirror the format of this RFP to ensure that each requirement, specification, or condition is responded to with either an answer, explanation, or an indication of its ability to comply with the requirement.

5. QUESTIONS AND/OR CLARIFICATIONS

Care has been taken to develop this Request for Proposals (RFP) accurately and present it clearly, but in the event any specification or condition appears ambiguous or in error, proposers have a duty to seek clarification of ambiguities or corrections to errors. The RFP procedures provide a time frame for questions and answers. It is important to remember that if a respondent or interested party protests, but had opportunities to seek clarification and failed to do so, then its interpretation will not be considered reasonable and the specification will not be considered ambiguous. Prospective respondents should make written inquiries concerning this RFP to obtain clarification of any requirements as desired. Responses to these inquiries may be by addendum to the Request for Proposal (RFP), or individually, depending on whether the answer affects only that proposer or all proposers. The deadline for inquiries shall be Monday, August 8, 2022. Please direct all inquiries about this RFP in writing via electronic mail as follows:

Questions of a Technical Nature

Mr. Gerald Finley
DSU Physical Plant
gfinley@deltastate.edu
662-846-4740

Questions Related to Submission

Mrs. Crystal Beach
Procurement Services
cbeach@deltastate.edu
662-846-4046

All inquiries' subject line should read "URGENT INQUIRY. RFP DSU07-2022"

6. RFP TIMELINE

The following dates are for planning purposes only unless otherwise stated in this RFP. Progress towards their completion is at the sole discretion of the University.

RFP Posted	July 20, 2022
Site Visit	August 4, 2022
Prospective Respondents Written Inquiries Deadline	August 8, 2022
Responses to Inquiries Deadline (Estimated)	August 10, 2022
Proposal Submission Deadline – 2:00 p.m. CST	August 23, 2022
Contract Effective Date	November 1, 2022

7. ACKNOWLEDGMENT OF AMENDMENTS

DSU reserves the right to amend this RFP at any time. Should an amendment to the RFP be issued, it will be posted to the Office of Procurement and Auxiliary Services page on the DSU website at <https://www.deltastate.edu/finance-admin/procurement/current-bid-opportunities/> under the solicitation number DSU07-2022. Respondents must acknowledge receipt of any amendment to the RFP by signing and returning the amendment. The acknowledgment must be included in the proposal submission. Please monitor the website for amendments to the RFP. DSU responses to questions will be treated as amendments to the RFP and will require acknowledgment. It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

In order to ensure all interested proposers receive any addenda that may be issued, proposers should submit their Intent to Bid to bids@deltastate.edu and cbeach@deltastate.edu.

8. SITE VISIT

Vendors interested in submitting a proposal for Solid Waste Collection and Disposal Services at DSU are encouraged to participate in a site visit and walk-thru of the facilities prior to submitting a proposal to ensure you are familiar with all requirements/constraints in successfully providing the services described in this RFP. One date and time has been scheduled for the site visit/walk-thru; therefore, all vendors interested in the opportunity to participate in this walk-thru must attend at that time and date. No additional site visits/walk-thru will be conducted. The date and time for the site visit/walk-thru will 9:00 AM CST on August 4, 2022. All interested vendors should meet at the DSU Physical Plant Building a few minutes prior to that time. There will be a brief discussion and question and answer session, followed by the walk-thru of the facilities. The on-site representative(s) attending the site visit/walk-thru should be from the local franchise if part of a major corporation. If any additional requirements regarding the scope of work required within this RFP arise from the site visit an addendum will be issued.

9. TERM OF CONTRACT/TERMS OF AGREEMENT

It is DSU's intention to enter into a five (5) year contract beginning approximately November 1, 2022 and ending approximately October 31, 2027. However, upon mutual agreement of both parties in writing it may be renewed for one (1) additional 12-month period, but not to exceed a contract totaling more than six (6) years. No such notice will be required at the end of the final optional year called for in this RFP.

DSU reserves the right to terminate this agreement with thirty (30) days' notice, by the Vice-President of Finance and Administrations via certified mail to the address listed on the signature page of this RFP (**Appendix D**) if any of the terms of the proposal and/or contract are violated. In such case, the Contractor shall be entitled to receive as full compensation for all services performed hereunder payment for all work performed to the date of termination. Payment of such compensation is the sole and exclusive remedy of the Contractor for termination of this Agreement by DSU hereunder and the Contractor shall not be entitled to, and would thereby waive, claims for lost profits and all other damages and expenses.

In the event the contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, DSU will give the contractor thirty (30) days' written notice to comply. In the event the necessary corrective action has not been completed within the 30-day period, the contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such non-compliance may be construed as a failure of performance of the contractor.

Termination of contract by Contractor without cause can only occur with at least one-hundred and twenty (120) days-notice prior to the proposed termination of the contract.

In the event DSU employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this contract, the contractor agrees to pay the attorney's fees and expenses so incurred by DSU.

10. PAYMENT

Payment for services rendered will be made on a monthly basis after DSU receives an invoice from the selected vendor. As a state agency of Mississippi, DSU is allowed a maximum of 45 days to make payment without penalties and/or interest.

DSU's preferred method of payment for such contracts will be via physical paper check.

11. PRICE ESCALATIONS

In the event of a regional landfill disposal fee increase, the University will consider price escalations for landfill disposal only. Vendor shall notify DSU within five (5) days of any landfill disposal fee increases and provide documentation as proof of such increase to invoice landfill disposal fee increases at cost (no mark-up allowed).

12. ACCEPTANCE TIME

Proposal shall be valid for one-hundred and eighty (180) days following the proposal due date.

13. RFP CANCELLATION

This RFP in no manner obligates DSU to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of DSU and may be terminated without penalty or obligations at any time prior to the signing of a contract. DSU reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

14. INDEPENDENT CONTRACTOR CLAUSE

The contractor shall acknowledge that an independent contractor relationship is established and that the employees of the contractor are not, nor shall they be deemed employees of DSU and that employees of DSU are not, nor shall they be deemed employees of the contractor.

15. OTHER CONTRACT REQUIREMENTS

Award Terms: This contract shall be awarded at the discretion of the University based on the best offer that is in the greatest interest of the University, where the capabilities and overall reputation of the Supplier, as well as the cost, are major factors. Acceptance shall be confirmed by the issuance of a contract from the University.

Standard Contract: The awarded contractor(s) will be expected to enter into a contract that is in the substantial form of the standard services contract herein (**Appendix E**). Proposal should include any desired changes to the standard contract. Significant changes to the standard contract may be cause for rejection of a proposal.

The Procurement Process: The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.

- Request for Proposals (RFP) is issued to prospective suppliers.
- A deadline for written questions is set.
- Proposals will be received.
- Unsigned proposals will not be considered.
- All proposals must be received by DSU no later than the date and time specified on the cover sheet of this RFP.
- At that date and time, the package containing the proposals from each responding firm will be opened privately.

- Proposal evaluation: The University will review each proposal.
- At DSU's option, the evaluation committee may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.
- Respondents are cautioned that this is a request for proposals, not a request to contract, and DSU reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
- The proposals will be evaluated according to the criteria set forth in this RFP.

16. SCOPE

Proposals will be received from firms having specific experience and qualifications in solid waste collection/disposal as identified in this proposal. A qualified contractor must have been in the solid waste collection/disposal business for a minimum time of five (5) years. All responders shall list herein those present and past contracts which may be used as a reference of their ability to perform in a professional and satisfactory manner. At least three (3) references must be listed. DSU shall contact these references to verify satisfactory performance. By submitting a proposal, the proposing organization certifies that they are authorized to conduct such business in the State of Mississippi and are in good standing with Mississippi's Secretary of State. A copy of any permits and/or licenses required for certification shall be included with the proposal.

Solid Waste Collection and Disposal operations shall be conducted in compliance with all applicable laws, rules, regulations, and restrictions imposed by the State of Mississippi.

The contractor will take title to the solid waste when it is loaded into its trucks. Title to solid waste collected hereunder will pass to the disposal facility or, as appropriate, other state approved disposal facilities when such solid waste is delivered to the selected disposal site or state approved disposal facility. Title to and liability for any hazardous waste or unacceptable waste will always remain with the generator producing the unacceptable waste.

The contractor shall furnish containers and a dump schedule. Containers are to be standard 8 yards and 6 yards with sliding side doors (slants, if available, to be provided upon request), or 4 yards and 2 yards flaps/hoods (4 cubic yards and 2 cubic yards). Additionally, the Contractor shall furnish large roll-off units (20, 30, 40 cubic yards) to contain rubbish and construction waste. After dumping, each container shall be sprayed with deodorizer of sufficient strength to control container odors.

Containers, receptacles, dumpsters, etc. shall be maintained in an aesthetically presentable manner at all times. Unsatisfactory equipment shall be reported to the offeror by DSU as necessary. The successful contractor shall have the opportunity to clean/refurnish/replace unsatisfactory equipment to the satisfaction of the University. Contractor shall replace equipment deemed to be disreputable by DSU at no additional costs.

Any equipment not rendered satisfactory as of the second billing after the request for corrective

action shall not be invoiced until satisfactory equipment is supplied. The owner shall have the right to reduce billing by the appropriate unit pricing, pending such remedial action.

The successful offeror shall maintain an office through which it can be contacted with a qualified person in charge, for the performance of this contact.

17. WORKING HOURS/ACCESS TO CAMPUS

All work shall be conducted between the hours of 7:00 a.m. and 7:00 p.m.

No work shall be conducted outside of these hours without the express written approval of Delta State University.

Access to dumpsters around residential facilities must be pre-arranged.

18. DISASTER PLAN

Offeror shall notify Delta State University promptly of any delay in performance on specified services. As a component of the proposal submission, offeror shall submit a disaster recovery plan to ensure service during periods of natural disaster, wars, strikes, etc., for the review and consideration of Delta State University. Minimal acceptable information shall include an alternate vendor name, address, contact, normal and 24-hour phone numbers, any available references for previous disaster plan performance, and a signed acknowledgment of their acceptance of responsibilities and terms in the event of a disaster.

Final award will be subject to the submission of an acceptable plan to Delta State University. Failure to submit such, in a timely fashion as determined by DSU, can be cause for rejection.

19. INSURANCE

The Contractor shall provide at all times during the contract period the following insurance coverage:

1. Workers Compensation: Limits as required by State of Mississippi law
2. Manufacturer's and Contractor's Liability, other than auto: Bodily injury of \$1,000,000 per occurrence, and \$2,000,000 aggregate; Property damage, per occurrence \$2,000,000; shall extend to complete operations of the contractor
3. Auto Public Liability: Bodily injury, per person \$1,000,000 per occurrence \$1,000,000; Property Damage, per occurrence \$1,000,000
4. Successful bidder shall be required to furnish certificates of insurance as evidence of compliance prior to commencing work.
5. DSU must have thirty (30) days' notice of cancellation or change in insurance coverage and give its approval.

20. EVALUATION OF PROPOSALS

DSU reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. DSU reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. DSU likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. DSU may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

DSU reserves the right to award this contract in whole or in part depending on what is in the best interest of DSU with DSU being the sole judge thereof.

The evaluation factors set forth in this section are described as follows:

- Price 50%
- Experience 10%
- Financial Resources 10%
- Completeness of Response 10%
- Quality of Plan 10%
- Disaster Plan 10%

21. TWO-PHASE, BEST AND FINAL OFFER

If the initial proposals do not provide DSU with a clear and convincing solution, or if DSU feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, DSU reserves the right to conduct discussions with those offers that are classified by DSU as a) Acceptable, or 2) Potentially acceptable, i.e., determined to be reasonably susceptible of being acceptable. Discussions are to only be used to 1) Promote understanding of the State's requirements and the proposer's proposals, and (2) Facilitate arriving at a contract that will be most advantageous to the State taking into consideration price and the other evaluation factors set forth in the RFP. This may be accomplished by the use of a request for Best and Final Offers (BAFO). In doing so, DSU may choose a specific business model, and acceptable and potentially acceptable providers may be asked to submit revised proposals based upon that specific model.

Proposers may be asked to provide additional clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO. If they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

IMPORTANT NOTE: The BAFO process is used only at the University's discretion, therefore all parties are advised to propose their most favorable terms initially.

APPENDIX A

**DELTA STATE UNIVERSITY
Request for Proposal (RFP) DSU17-2022
Solid Waste Collection and Disposal Services**

Dumpster Locations and Pickup Frequency Expectations

QTY	Location	Container Size (yards)	Frequency of Pickup (times per week)	Additional Notes
1	Faculty Staff Apartments (201 Canal Street)	8	2	Waste Container
1	Facilities Maintenance Bldg (1417 Maple Street)	40	On Call	Waste Compactor
2	Facilities Maintenance Bldg (1417 Maple Street)	30	On Call	Waste Container
1	North Campus Baseball (1005 Stadium Drive)	30	On Call	Waste Container
1	Hill Apartments (200 Canal Street)	8	2	Waste Container
1	Campus Union (1003 Coahoma Street)	8	3	Waste Container
1	Cafeteria (1003 Washington Avenue)	30	On Call	Waste Compactor
2	Cafeteria (1003 Washington Avenue)	8	2	Waste Container

The above locations will be addressed with the awardee as to the appropriate billing area/department responsible for each location. Proposers should include with their response a sample invoice or redacted invoice showing their capabilities for billing of multiple locations.

APPENDIX B

**DELTA STATE UNIVERSITY
Request for Proposal (RFP) DSU17-2022
Solid Waste Collection and Disposal Services**

Proposal for Unit Pricing

Frontload Dumpster (Price per container per month for garbage collection)

Size	1 x per week	2 x per	3 x per	4 x per	5 x per	Extra Pick
2 yard	\$	\$	\$	\$	\$	\$
4 yard	\$	\$	\$	\$	\$	\$
6 yard (sliding door or slants)	\$	\$	\$	\$	\$	\$
8 yard (Sliding door or slants)	\$	\$	\$	\$	\$	\$

Roll Off-Perm (Price for permanent roll off)

Size	Haul Rate	Delivery	Rental	Cost per	Cost per
20 yard	\$	\$	\$	\$	\$
30 yard	\$	\$	\$	\$	\$
40 yard	\$	\$	\$	\$	\$

Roll Off-Temp (Price for temporary roll off)

Size	Haul Rate	Delivery	Rental	Cost per	Cost per
20 yard	\$	\$	\$	\$	\$
30 yard	\$	\$	\$	\$	\$
40 yard	\$	\$	\$	\$	\$

Compactor (Price per compactor per month)

Size	Monthly Rate	Haul Rate	Disposal
8 YD VERTI Compacting	\$	\$	\$
30 yard	\$	\$	\$

Company Name: _____

Address: _____

Phone: _____

Email Address: _____

Authorized Signature: _____

APPENDIX C

DELTA STATE UNIVERSITY
Request for Proposal (RFP) DSU17-2022
Solid Waste Collection and Disposal Services

Statement of Qualification Form

Company Name: _____

Address: _____

City/State/Zip: _____

Parent Corporation: _____

Address: _____

City/State/Zip: _____

MS Income Tax I.D. Number: _____

MS Use Tax Number: _____

Style of Business: _____
(Corporation, Limited Partnership, Limited Liability Co., Etc.)

If partnership, name of partners:

If Corporation:

Date of Incorporation: _____ Domicile: _____

Is corporation qualified to do business in Mississippi in accordance with State laws? _____

President: _____

Vice Pres: _____

Secretary: _____

Treasurer: _____

Name of persons authorized to bind the Corporation by his/her signature:

Name/Title: _____

Name/Title: _____

Name/Title: _____

How many years has this company/parent corporation been in the solid waste collection business? _____

Name other states in which company is qualified to do business:

List Contracts (current or recently completed) held by your company which are similar to Solid waste disposal needs.

Term	Type	Description	Annual Amount	Location
-------------	-------------	--------------------	----------------------	-----------------

What is the level of solid waste experience of key personnel to be involved as assigned to this contract?

Name	Position	Years/Experience	Other
-------------	-----------------	-------------------------	--------------

Should contractor's collection equipment malfunction, what is the longest time waste will remain on site uncollected? _____

What credits does the contractor propose to issue if waste is not collected on scheduled day of pick-up? Specify: _____

APPENDIX D

**DELTA STATE UNIVERSITY
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Solid Waste Collection and Disposal Services**

Signature Page

Provide information requested, affix signature, and return this page with your proposal:

NAME OF FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____
AREA CODE/NUMBER

FACSIMILE NUMBER: _____
AREA CODE/NUMBER

EMAIL ADDRESS: _____

AUTHORIZED
SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

APPENDIX E

SAMPLE CONTRACT FOR THE DELTA STATE UNIVERSITY TO OBTAIN SERVICES

This Agreement, made and entered into [insert date] (“Agreement Date”), is between _____, (“Contractor”), a corporation organized and existing under the laws of the State of _____ with its corporate address being _____, and Delta State University, a governmental entity of the State of Mississippi (“DSU”), with its address at 1003 West Sunflower Road; Cleveland, MS 38733. Contractor and DSU are collectively referred to as the “parties.”

RECITALS

WHEREAS, Contractor desires to provide certain, specific services to DSU as described herein; and

WHEREAS, DSU is willing to pay for those services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

This agreement shall not be effective unless and until both parties have executed this agreement. The initial term (“Initial Term”) of this Agreement will be _____ years beginning on the Agreement Date and may be renewed for a like or different duration by mutual written agreement prior to termination. The Initial Term and any renewal term, if any, shall collectively be the “Term.” The Term shall end at midnight on the last day of the Initial Term or any renewal term (“Agreement End Date”), as applicable. The Agreement will automatically terminate upon the Agreement End Date unless extended upon mutual written agreement prior to the Agreement End Date.

- A. Both parties agree to all terms and conditions set forth in Standard Terms and Conditions below, except for any exceptions, additions, alterations, or revisions set forth in Exceptions to Delta State University Standard Terms and Conditions below.
- B. Scope of work. Contractor shall:
 - 1. Provide the listed services in a professional manner.
(the scope of services should be clearly defined)
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
 - 7. Refrain from using DSU’s name, work mark, or other university identifier.
 - 8. Refrain from using the name or title of any DSU official.

9. Refrain from projecting their product, or the work entailed therewith, as being approved by or otherwise endorsed by DSU, its entities or officials.

C. Payment

For the services set forth herein, DSU will pay Contractor as follows:

1. Total amount: \$_____ (*the amount of payment should be clearly defined*)
2. The timing of payment is set forth in Standard Terms and Conditions.

D. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the address shown below. The parties agree to notify the other in writing of any change of address.

For Contractor:

For DSU:

1003 W Sunflower Rd
Cleveland, MS 38733

STANDARD TERMS AND CONDITIONS

A. Payment

DSU shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by DSU that such payments and all portions thereof are due, justified and warranted based on services received by DSU in accordance with §31-7-305(2), Mississippi Code of 1972.

B. Availability of Funds

It is expressly understood and agreed that the obligation of DSU to proceed under this agreement is conditioned upon the availability and receipt of funds by DSU to specifically perform the obligations set forth for DSU under this agreement.

C. Representation Regarding Contingent Fees and Gratuities

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

D. Equal Employment Opportunity

Contractor represents and understands that DSU is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provisions of its services.

E. Assignment Prohibition

Contractor agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.

F. Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provisions of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

G. Failure to Enforce

The failure by DSU at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right for DSU to enforce the provisions at any time in accordance with the terms.

H. Contractor-Independent Contractor

Contractor shall at all times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of DSU, and DSU shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. DSU shall not be responsible for any federal and state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees or representatives. DSU shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Worker's Compensation, which are normally provided by DSU to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of DSU. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, co-venturers, or any similar relationship between DSU and the Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of DSU.

I. Indemnification and Insurance

Contractor and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, DSU, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney's fees, arising out of or caused by Contractor and its' partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees

and representatives. In DSU's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc., but in such event, Contractor shall use legal counsel acceptable to DSU. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and DSU shall be entitled to participate in said defense.

Contractor shall not settle any claim, suits, etc., without DSU's written concurrence, which concurrence DSU shall not unreasonably withhold.

Contractor, at its expense, agrees to procure and maintain insurance during the term as follows:

Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.

Comprehensive General Liability:

- General Aggregate - \$2,000,000
- Personal & Adv Injury - \$2,000,000
- Each Occurrence - \$1,000,000
- Fire Damage (any one fire) - \$1,000,000
- Medical Expense (any one person) - \$5,000
- Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit

Errors and Omissions Liability: If required, Contractor shall maintain Errors and Omissions Liability Insurance in an amount of not less than \$1,000,000 per claim covering claims or damages because of injury or damages arising out of any act, error, or omission of Contractor in the rendering of professional services.

_____ Required _____ Not Required

Proof of Insurance

The Contractor shall provide a Certificate of Coverage to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and DSU, Crystal Beach, 1003 West Sunflower Road; Cleveland, MS 38733 prior to the start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. **The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and DSU as an additional insured.**

J. Attorney's Fees and Expenses

Contractor agrees that in the event Contractor defaults in any obligations under this agreement that Contractor shall pay to DSU all costs and expenses, including but not limited to, attorney's fees incurred by DSU in enforcing this agreement.

K. Patents and Copyrights

Contractor covenants to save, defend, keep harmless, and indemnify the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, DSU, and each of their officers,

agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, losses, damages, injury, fines, penalties, and costs, including court costs and attorney's fees, charges, and other liability and exposure however caused for or on account of any copyright or patent infringement that may result from activities related to this agreement and the actions/inactions hereunder by the parties. This indemnification is not separate from that set forth elsewhere in this agreement and is not a limitation thereon, but instead is in conjunction therewith and is recited to ensure that the full breadth of the indemnification provisions contained elsewhere in this agreement are understood by the parties.

L. Disputes

Contractor agrees that any and all disputes between the parties to this agreement must be submitted to the DSU Vice President for Finance and Administration for consideration and a final decision. If Contractor is dissatisfied with that final decision, the dispute may, at the option of DSU, be subjected to resolution by mediation prior to any action being taken by Contractor toward litigation.

M. Modifications to Agreement

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter and cannot be modified except by a written instrument signed by the parties. All attached schedules and exhibits are hereby incorporated by reference to this Agreement.

N. Ownership of Documents and Work Papers

DSU shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by Contractor in connection with this agreement.

O. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

P. Termination for Convenience

DSU may, when the interests of DSU so require, terminate this agreement in whole or in part for convenience of DSU. Written notice of the same is required to be provided by DSU and shall allow no less than ten (10) days' notice prior to the effective date of termination.

Q. Termination for Cause

Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30-day cure time is not required.

R. Inspection of Books and Records

DSU shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination or the expiration of this agreement.

S. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against DSU, the Contractor agrees that the individual signing this agreement on behalf of DSU is not personally responsible or liable for any of the obligations and duties contained herein.

T. Venue

Each of the parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Bolivar County, Mississippi, with respect to any litigation arising out of, or related to, this agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this agreement of the transactions contemplated hereby, in the state courts of Bolivar County, Mississippi, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

U. E-Verify

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/ termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/ cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit. The foregoing is applicable only if Contractor has employees physically in Mississippi.

V. Force Majeure

Either Party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or similar causes beyond the party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

Exceptions to Delta State University Standard Terms and Conditions

Any exceptions, additions, alterations or revisions to the Delta State University Standard Terms and Conditions shall be listed herein and shall become a binding part of the contract upon approval and signature by both parties. If there are no exceptions, "NO EXCEPTIONS" should be typed after "A." Failure to add "NO EXCEPTIONS" will render it not applicable and the entire Delta State University Standard Terms and Conditions will be considered to be in force.

- A.
- B.
- C.
- D.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

VENDOR NAME

DELTA STATE UNIVERSITY

Vendor Rep Name / Date
Vendor Rep Title

DSU Rep Name / Date
DSU Rep Title