

**ADVERTISEMENT
FOR THE USE AND BENEFIT OF
NESHOPA COUNTY, MISSISSIPPI**

The NESHOPA COUNTY BOARD OF SUPERVISORS will receive competitive electronic bids or sealed bids and proposals until 10:00 AM on the 6th day of October 2025 for the purposes of acquiring the following services and contracts:

Household and Small Commercial Solid Waste Disposal privileges chargeable to Neshoba County on a per ton basis.

Detailed specifications for the above-described services, contracts and bid forms may be obtained from the Neshoba County Board of Supervisors Office at the Neshoba County Courthouse, 401 Beacon Street, Suite 201, Philadelphia, Mississippi 39350 or by calling 601-656-6281 or on our web site at www.neshobacounty.net. Neshoba County, Mississippi will determine if compliance with the specifications exist before accepting any bid.

INSTRUCTIONS TO BIDDERS

All proposals submitted shall include responses on the Neshoba County Bid Form, submitted electronically by single file PDF via Neshoba County's secure bidding site at www.neshobacounty.net/bids or be placed in a sealed envelope marked "Proposal for Solid Waste Disposal" and be filed with the Neshoba County Board of Supervisors C/O Chancery Clerk Gidget Tate, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350. All bidders must obtain the detailed specifications for this solicitation.

It shall be incumbent upon each bidder to understand the specifications as provided in the bid package and to obtain clarification when necessary. It is not the intent of the specifications to limit bidding to any particular provider of services, but rather to select such services and contracts to fulfill specific needs and specific solid waste disposal tasks. Bidders may submit detailed proposals for the proposed contract sought under this solicitation.

Published by Order of the Board of Supervisors of Neshoba County, Mississippi on the 2nd day of September 2025.

/s/Gidget Stovall Tate
GIDGET STOVALL TATE, CLERK
BOARD OF SUPERVISORS
NESHOPA COUNTY, MISSISSIPPI

Publication Dates: September 10, 2025 and September 17, 2025

Request for Proposals (RFP)
Contract for Solid Waste Disposal Services
for
Neshoba County, Mississippi
Neshoba County Board of Supervisors

September 2, 2025

Proposals Due
October 6, 2025 – 10:00 AM CST

NESHOPA COUNTY, MISSISSIPPI
REQUEST FOR PROPOSALS
FOR
SOLID WASTE DISPOSAL SERVICES

The purpose of this advertisement is to solicit electronic or sealed bids and proposals to provide for the services described below to the unincorporated areas of Neshoba County, Mississippi at the best value to the county residents served. Competitive bids and proposals will be received by Neshoba County until October 6, 2025 at 10:00 AM for the following services and contracts:

Household and Small Commercial Solid Waste Disposal privileges chargeable to Neshoba County on a per ton basis.

Proposals must be made in accordance with the advertisement, specifications and instructions herein. Copies of the proposal bid forms are attached hereto and must be used in submitting a proposal and bid for the services and contract herein solicited.

Any award made under this solicitation will be awarded through Contract negotiated and approved by the Board of Supervisors of Neshoba County. Only through approval and adoption of the contract documents will provide acceptance of the services sought above. The County reserves the right to reject any and/or all bids and not to make an award in any manner, consistent with the laws of the State of Mississippi and deemed in the best interest of Neshoba County.

It should be expressly noted that any cost in preparing a proposal in this regard is at the sole cost of the proposing vendor and will not be reimbursed by Neshoba County.

SECTION I: INSTRUCTIONS ON ALL PROPOSALS

1. Receipt of Proposals

Neshoba County, Mississippi (the County) invites and will receive proposals on the forms incorporated herein for the specific service and/or contract, with all information requested on the form appropriately completed. Proposals will be accepted electronically by single file PDF on Neshoba County's secure online bid system at www.neshobacounty.net/bids or via sealed bid in the Office of the Chancery Clerk Gidget Tate, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350 until October 6, 2025 at 10:00 AM and thereafter publicly opened and read aloud.

Envelopes containing bids must be sealed and appropriately marked with "Proposal for Solid Waste Disposal." The outside of the envelope must bear the name and address of the bidder. Neshoba County will not be responsible for bids received late, improperly marked or accidentally opened due to improper marking.

The decision as to which bid or bids are the best and lowest will be determined by the Neshoba County Board of Supervisors. Inappropriate contact or proposals shall not be made to any individual supervisor or any employee of Neshoba County – doing such will automatically disqualify the bid of such person or entity making the inappropriate contact or proposal.

Questions in regard to the specifications herein are invited for clarification if necessary. While it is the County's intent to clearly explain the services solicited through this bid package it is acknowledged that questions may arise that need clarification. Questions should be submitted electronically via email to County Administrator Jeff Mayo at jmayo@neshobacounty.net and Road Manager Eddie Posey at eposey@neshobacounty.net.

If necessary, addenda, corrections or necessary changes to specifications will be issued in regard to this specification via the Neshoba County website at www.neshobacounty.net. Proposing vendors are encouraged to check for any addenda before submission of their bid to ensure compliance. Addenda will not be issued within 48 hours of the bid or after 12:00 PM on October 1, 2025.

2. Preparation of the Proposal

All proposals shall include and be made on the incorporated bid proposal form and shall give the amount of bid in dollars and cents figures for the services solicited and must be signed by the bidder seeking to provide such services. These bid forms are utilized to provide a uniform approach to receipt of the bids obtained. All information solicited on said bid forms must be answered and typewritten or submitted in ink. The bid must be signed in ink if typewritten. Bids submitted electronically must include a scanned copy of the signed bid or if completed totally electronically include an electronic signature or understand that upon submission of the bid via Neshoba County's bid system it is accepted electronically as binding the proposing vendor to the terms, conditions and prices proposed. All information submitted shall be legible, any alterations made shall be entered to ensure that any confusion is removed as to what is being bid and in what amount.

The County may consider as irregular any Proposal not prepared and submitted in accordance with the provisions herein and may reject any and all such proposals.

Any proposal submitted may be withdrawn by written request prior to the scheduled bid opening time. Any proposal received after the time and date specified herein shall not be considered.

**SECTION II: SCOPE OF WORK FOR HOUSEHOLD AND SMALL
COMMERCIAL SOLID WASTE DISPOSAL PRIVILEGES
CHARGEABLE TO NESHOPA COUNTY**

1. Disposal of Solid Waste Collected and Generated Within the Unincorporated Areas of Neshoba County and via the Convenience Center at the Neshoba County Unit Facility Building

Neshoba County runs three trucks daily, Monday through Friday, on solid waste routes in the unincorporated areas of Neshoba County for weekly pickup of residential and small commercial solid waste. Additionally, Neshoba County has a walking floor semi-trailer for disposal at the convenience center at the Neshoba County Unit Facility.

Neshoba County, it's agents or assignees, will deliver the daily solid waste collected within the unincorporated areas of Neshoba County and that waste collected at the convenience center for disposal in the selected Household and Small Commercial Solid Waste Facility for the period of the contract.

The owner or operator of said facility will bill Neshoba County monthly and provide weight tickets for disposal made of the solid waste disposed of on Neshoba County's behalf. Upon receipt of said invoice and accompanying weight tickets, County shall have a period of no greater than thirty (30) days to make full payment. The owner or operator of said facility will be responsible for said solid waste once said solid waste has been delivered to said facility by County or County's agent.

2. Proposal Solicited

The bid or proposal shall contain a per ton price, in dollars and cents figures, for disposing of acceptable solid waste generated in Neshoba County and disposed of at said facility. Said submission must include the bid form incorporated herein for said scope of work.

SECTION III: CONDITIONS

Each bidder shall fully acquaint itself with conditions relating to the scope of work and restrictions attending the execution of work described herein. Each bidder shall thoroughly examine and be familiar with the specifications and inquire of Neshoba County Road Manager Eddie Posey any questions in regard to current operations.

The bidder's attention is directed to the fact that all applicable State laws, County ordinances and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout and are deemed to be included in the Contract as if fully written and recited therein. Where any provision or requirement of law is in conflict, the higher standard shall prevail.

The proposing bidder is asked to include a statement of material interest and/or non-collusion if there exists any relation whatsoever between the bidder's company and any employee or elected official of the County.

SECTION IV: EXPLANATIONS

Explanations desired by a prospective bidder shall be requested of the County in writing, email preferably, by no-later-than 8:00 AM on October 1, 2025. Every request for such explanation shall be sent to both County Administrator Jeff Mayo at jmayo@neshobacounty.net and Road Manager Eddie Posey at eposey@neshobacounty.net.

As previously mentioned, any addenda issued or explanations given, prior to 12:00 PM on October 1, 2025 shall become part of the Contract Documents and all bidders shall include any work described in the Addenda officially issued.

1. Name, Address and Legal Status of Proposer

The Proposal must be properly signed in ink or electronically and the address of the bidder provided. The legal status of the bidder, whether a corporation, partnership or individual shall also be state in the proposal.

A corporation shall execute the bid or proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership bidder shall give full names of all general partners. Partnership and individual bidders will be required to state in the bid the names of all persons interested therein.

The place of residence of each bidder or the office address in the case of a company, with county and state and telephone number, must be given with execution of the bid.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the bid or proposal.

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

2. Competency of Proposers

The opening or reading of the bid or proposal shall not be construed as an acceptance of the bidder as qualified and responsible to bid. The County reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources, at its sole discretion.

3. Disqualification of Proposals

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder or rejection of its bid or proposal:

- A. Evidence of collusion.
- B. Failure to complete the bidder's submission as required herein, including the failure to provide required information and material.
- C. Lack of competency as revealed by experience or proposal.
- D. Lack of responsibility as shown by past work experience.

4. Method of Evaluation

The Neshoba County Board of Supervisors will evaluate all responsive proposals. A proposal is deemed responsive when it complies with all proposal submission requirements and the bidder agrees to perform all requirements listing in the RFP and specifications. The County reserves the right to determine whether a proposal is responsive and to waive any technicalities or requirements contained herein.

The County reserves the option to award a contract, or award no contract at all, which will result in the lowest or best cost or greatest benefit to and provide the best and most comprehensive services to the County.

The Board of Supervisors shall make all final decisions in regard to the awarding of any or awarding of no contracts solicited through this RFP.

5. Compliance with Laws

The Contractor shall conduct operations under the Contract in compliance with all applicable laws; provided however, that the specifications shall govern the obligations of the Contractor, where there exist conflicting ordinances of the County on the subject. In the event that the disposal of solid waste at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such items of waste shall remain the responsibility of the Contractor.

It is the responsibility of the contractor submitting a bid or proposal to ensure that said proposal complies with the laws of the State of Mississippi.

6. Nondiscrimination

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

7. Indemnity

The Contractor will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of the Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

8. Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than a license and permit granted by the Contract) and promptly pay all taxes required by the County, State or United States.

9. The Contract shall be for a five (5) year period beginning on November 1, 2025 or subsequently when awarded by the Board of Supervisors of Neshoba County and ending five (5) years thereafter on November 1, 2030. The initial term of this contract may be automatically renewed and extended without further action of the parties for two (2) additional one (1) year terms unless the County or Contractor elects to terminate this Contract effective upon the expiration of the initial five (5) year term by giving the other party at least ninety (90) days prior written notice of termination.

In the event there should occur any material breach or material default in the performance of any obligation of the County or the Contractor which has not been remedied within thirty (30) days, or had been undertaken to cure within (30) days and proceeds diligently thereafter to cure in an expeditious manner, after receipt of written notice from the non-breaching party specifying such breach or default, the non-breaching party may terminate the Contract upon written notice to the other party. In the event of such a breach, event or default, or termination of the Contract, each party shall have available all remedies in equity or at law. Notwithstanding any termination, the County shall be obligated to pay the Contractor for services rendered or charges incurred by the Contractor prior to termination.

Additionally, under Mississippi Law, an existing Board of Supervisors may not bind a successive Board of Supervisors via contract and proposing contractor should be aware of this law. In the event a successive Board of Supervisors exercises their option to terminate the contract in this regard, no penalty shall be assessed by the Contractor against the County for this change in policy.

10. Modifications to Rates

The rates set forth in the contractor's proposal shall remain in effect for the life of the contract with exception of the following:

Consumer Price Index (CPI)

The rates as listed on Bid Forms, as adjusted, shall be increased or decreased upon the commencement of the second year (November 1, 2026) and upon the commencement of each subsequent year thereafter during the initial term and any renewal term by the same percentage of increase or decreases in the Consumer Price Index for all Urban Consumers (All items – U.S. Southern Average) as published by the U.S. Department of Labor, Bureau of Statistics at the option of the awarded contractor. The rates charged during such second year and each subsequent year thereafter shall be an amount equal to the rates being charged upon the expiration of the immediately preceding year increased by the same percentage increase in the CPI during the 12-month period immediately preceding the commencement of such second year or subsequent year thereafter, as the case may be.

Additional Rate Adjustments

Contractors shall disclose any and all additional rate adjustments, including environmental fees or other charges that may affect the proposal rates for services. Please include details of any such clauses as an attachment to the bid form with examples of calculations therefor. Any additional Rate Adjustments must be included in the bid and will not be included in the contract stage if not declared in the bid for services.

11. Insurance

The Contractor shall at all times during the Contract period maintain in full-force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be made by insurers and for policy limits acceptable to the County and before commencement of work hereunder. The Contractor agrees to furnish the County certificates of insurance and other evidence satisfactory to the County to the effect that such insurance has been procured and is in force.

For the purposes of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified herein:

<u>Coverages</u>	<u>Limits of Liability (minimum)</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Automobile Bodily Injury	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each 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 coverages may be provided by the Contractor's parent corporation.

12. Transferability of Contract

The Contract shall not be transferable or assignable to another individual, partnership or corporation without the express written consent of the County. In the event of any assignment approval, the assignee shall assume the liability of the original Contractor covered by the Contract. If approval of such does occur, proper performance bond and insurance shall be supplied by assigned contractor.

BID FORM NEXT PAGE

NESHOBA COUNTY BOARD OF SUPERVISORS
CONTRATOR'S PROPOSAL FOR
RESIDENTIAL AND SMALL COMMERCIAL SOLID WASTE DISPOSAL PRIVILEGES
OFFICIAL BID FORM

For: Neshoba County Board of Supervisors
401 Beacon Street, Suite 201
Philadelphia, Mississippi 39350

Date: October 6, 2025

Time: 10:00 AM

Proposal of _____ [☐ Individual ☐ Partnership
☐ Corporation ☐ Local Government] duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the instructions and specifications to propose for Residential and Small Commercial Solid Waste Collection Disposal Services for Neshoba County, Mississippi, does hereby offer to perform such services on behalf of the County, of the type and quality in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates expressed in figures hereinafter set forth:

Residential and Small Commercial Solid Waste Disposal Privileges:

Name of Disposal Facility: _____

Address / Location: _____

Cost per ton for disposal at facility: \$_____ per ton

BID IS: _____ as per specifications, taking no exceptions.

_____ taking only those specifications exceptions listed by letter attached and referenced to page numbers specified (no alternate bids accepted).

IMPORTANT: Please provide proof that the disposal facility is approved/permitted for receipt of residential and small commercial solid waste by attaching same to this bid form.

Name: _____

Address: _____

Signature: _____ Title: _____