



Department of Public Works

200 South President Street
Post Office Box 17
Jackson, Mississippi
39208-0017

*Mayor of the City of Jackson
Chokwe Lumumba*

ADDENDUM TO RFP DOCUMENTS

RFP: REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION
ADDENDUM NO: 2
DATE: November 18, 2021

To All Potential Proposers:

Please attach this addendum to the documents in your possession. The original RFP Documents remain in full force and effect, except as modified by the Addendum, which is hereby made a part of the RFP. Proposers shall take this Addendum into consideration when preparing and submitting their Proposals.

Please see written responses to questions submitted about the RFP, clarification of statement on EBO application, clarification of cost proposal, correction of dates for length of contract and termination, and correction for rate adjustment. Requested documents will be uploaded with Addendum 2 as Attachments A – D.

If you have any question, please do not hesitate to contact me by email at lweathers@city.jackson.ms.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lakesha Weathers", with a long horizontal line extending to the right.

Lakesha Weathers
Solid Waste Manager
Department of Public Works

Questions posed about Solid Waste Collection Services- October 2021 Request for Proposals:

1. **Could the City please clarify the house count that will be applied towards the monthly invoices?**
A. The house count will not be used in calculating the monthly invoices. The monthly invoices will be based on the total cost to collect residential solid waste each month, as requested in the RFP.
2. **Section 2.1.2 of the RFP is requesting 5 blind copies. Could you please clarify how can we describe our experience (2.6) without providing references that can identify each proposer? Do these blind copies only refer to the items described on item 2.5.3 Approach?**
A. The blind copies should include only information related to the technical proposal. The service provider experience, qualifications, key personnel, and references should be included in a document separate from the technical proposal. The EBO and the cover letter should be submitted separately from the technical proposal as well.
3. **Section 2.5.2 states that identifying information be removed. Is it the City's intent that all identifying information be removed from all portions of the document, or only those ones found in Component 1 – Technical Proposal for the blind copy?**
A. See response to #2.
4. **Item 3.11 of the RFP, could the City please clarify that the starting date of the contract will be April 1, 2022?**
A. The City intends for the contract to start on April 1, 2022
5. **The current tipping fee is \$27.56/ton who will be responsible for the payment of the disposal?**
A. This City is responsible for paying all disposal costs directly to the current disposal vendor, Waste Management.
6. **How many copies of the Fee Proposal are required?**
A. One (1), submitted separately in a sealed envelope.
7. **Please provide the current estimated house count and current rate, if available.**
A. During the month of October 2021, the City billed approximately 41,000 customers for sanitation. The current contract price stated on a per month per resident basis is \$15.00.
8. **Please provide how much has been billed and paid in liquidated damages YTD and contract-to-date by year.**
A. No liquidated damages have been billed by or paid to the City of Jackson.
9. **Will the City accept changes to the CPI, specifically to the Water, Sewer and Trash index?**
A. No, though this could become a point of negotiation after the evaluation process with the recommended proposer.
10. **Will the CPI be capped?**
A. The City presently intends to cap the annual indexing of the collection fee for inflation at 5% annually.
11. **Will the City accept bids for automated service versus 3-person (manual) collection service?**
A. No.
12. **Is there an age of fleet requirement?**
A. There is no age requirement, however all fleet vehicles must meet the requirements listed in the RFP.

13. Will the City own the carts at the end of the contract?
A. Yes.
14. The disposal agreement ends in 2025, but the new collection contract will be through 2027. If there is a disposal price increase, can the price increase be passed on to the City?
A. The City is responsible for directly paying the disposal fee to the service provider chosen.
15. Is there a fuel/environmental fee on top of the current disposal rate?
A. No.
16. When must the performance bond be put in place? The bid document stated October 1, 2021.
A. Upon the start of the new contract.
17. What has been the previous participation and cost to the service provider for the Special Solid Waste Collection Projects (Section 3.9.6)?
A. There have been no charges for these services from the current collection hauler. The City does, however, pay for the disposal cost.
18. Are there special services for the elderly/handicapped such as back-door service? Is there a separate price for those services?
A. Yes, some residents currently receive back-door-service. There is no additional charge for this service currently. Please refer to Addendum 1, which included the requirement that the Service Provider extend reasonable accommodations to disabled customers at no additional charge.
19. The invoice from the Contractor is a single source invoice to the City. If the residents do not pay the City, will the payment to the Contractor be reduced or will the City be responsible for collection and full payment be made to the Contractor.
A. The monthly fee paid to the City by the contractor is fixed by the contract. That fee is independent of the collection for the service from the customers by the City.
20. Is the disposal paid by the City directly to Waste Management, or is the Contractor responsible for payment of the disposal to Waste Management?
A. The City pays the disposal cost directly to the disposal contractor who is currently Waste Management. The collection contractor should not be invoiced for disposal cost and should not invoice the City for disposal cost.

Other Document Comments

21. In Section 3.8.3, please remove second sentence of this section.
A. No, we decline to remove this sentence.
22. On Page 20 of the RFP, please remove the language authorizing the Contractor to defer collection, and on top of page 21, remove foregoing collection.
A. No, we decline to remove the language.
23. In Section 3.3.7 Cart Standards, it states that the Contractor will replace any lost or damaged carts without charge to the City or customer. Is there a limit to the number of carts that will be replaced per address for no fee? Example: the 1st lost or damaged cart will be replaced then for any other replacement there will be a charge.
A. Yes, after the resident receives the first can, the Contractor will replace the 1st lost or stolen cart after that.

24. In Section 3.6 Rate Adjustment, should the annual date be April 1, 2022? It also states, either party may request and updated house-count, should this date be February 28, 2022?
A. The City anticipates the first CPI increase will occur April 1, 2023.
25. In Section 3.10.2.1 Performance Bond, Should the initial Bond be in place prior to or before April 1, 2022?
A. The initial bond must be in place prior to or on April 1, 2022.
26. In Section 3.10.16 Termination Should these dates be changed as well?
A. See below in this addendum.
27. In Section 3.11 Length of Contract, Should these dates be changed as well?
A. See below in this addendum.
28. In Section 4.2 Evaluation Schedule, Anticipated Date to propose to City Council should be January 4, 2022? Answered in Addendum 1
A. Yes, this was answered on Addendum 1. It was changed to January 4, 2022.
29. Section 2.1: General: If it is the City's intent to obtain 'blind' technical proposals for evaluation, are you requiring that the cost proposal be submitted in a separate envelope or in the same sealed envelope or box as the Technical proposal clearly labeled with name of the proposer on the outside of the envelope?
A. If Proposers are submitting a physical version of their proposal, all the individual components should be submitted in on box. The box may omit the name of the Proposer but should clearly indicate that the submitted box is in response to the Solid Waste Collection Request for Proposals. If Proposers are submitting their proposals digitally through Central Bidding, the blind technical proposal should be a separate file, the cost proposal should be a separate file, and the remaining elements may be included in another separate file.
30. Section 2.1 General: Blind Submission: With this new procedure please explain how the Blind submission of the technical proposal works?
A. The proposals should be submitted in accordance with the directions in the RFP. Following the deadline for submitting the proposal, a representative from the Office of the City Attorney will retrieve all proposals from the Municipal Clerk. The Office of the City Attorney will separate the technical proposal from the remainder of the proposal, assign a unique, alphanumeric identifier to each proposer, label the technical proposals consistent with their unique identifier, and distribute the technical proposals to the members of the evaluation committee for their review and evaluation. This review and evaluation of the technical proposal will be completed by the committee members and submitted to the Office of the City Attorney before the scheduled presentations from the proposers. After the evaluation committee has completed its evaluation of the technical proposals and the presentations, the cost proposals will be opened and a final tabulation performed to rank the proposals.
31. Section 2.1. General: Please refer us to the authorization for blind proposals being an option in the Mississippi Code related to municipal RFPs.
A. This is an accepted and required practice for RFPs issued by the State of Mississippi. Blind proposals do not in any way conflict with the statutory requirements of section 31-7-13 of the Mississippi Code.

32. Should we submit the following items in a separate envelope from the technical proposal since these items contain elements such as the proposers name, address, contact information and obvious affiliation??

- a. EBO plan
- b. Licenses and Permits
- c. List of local references with contact information
- d. Company History

A. See responses to previous questions. They should be submitted in a separate document from the technical proposal.

33. If the current house count is 53,869, will that amount remain the same?

A. The monthly fee will not be calculated using the house count. The City is requesting a total monthly cost to collect all residential solid waste within the City of Jackson. For the month of October 2021, the City billed approximately 41,000 customers for sanitation services.

34. Will a joint house count be conducted after the award of the contract?

A. A house count is unnecessary, as the house count is not used in calculating the monthly cost to the City.

35. If the cart option is selected and 45,000 carts are delivered to residents, which residents will receive carts? Will only those 45,000 be billed by the City? How will service and cost be handled for the other 8,869 residents?

A. The City intends that Carts will initially be delivered to customers receiving a bill for sanitation services. Other carts will be delivered to customers upon verification of an appropriate account.

36. The RFP response in May 2021 included an approved EBO Plan. Are you requiring a new one or will you approve using the one we have for 2021? Any changes to the EBO Plan due to added EBO partners or services will be updated during negotiations.

A. All bidders must submit an EBO plan. This is a new RFP.

37. Section 3.11: Length of Contract: The RFP indicates this extension is at the City's sole option. House Bill 1540 does allow a municipality to extend a solid waste contract in one year increments up to four without rebidding but only with mutual consent from both parties.

A. This is a correct statement of what House Bill 1540 states.

38. Does the City of Jackson's "Waste Disposal Services Agreement" with Waste Management of Mississippi, Inc. referenced in Section 1.2 of the RFP allow the City to dispose of Yard Waste and/or Bulk Waste at facilities other than the WM Transfer Station in Jackson or the Clearview Landfill?

A. No.

39. Section 3.11 states the initial term of the Contract will be from April 1, 2021 to September 30, 2027 and Section 1.2 states that the City's Solid Waste Disposal Agreement with Waste Management expires on October 31, 2025. If at the expiration of the City's Solid Waste Disposal Agreement with Waste Management on October 31, 2025, the City selects a new vendor to supply disposal services, will the Solid Waste Collection Service Provider be able to negotiate a reasonable increase if there is any change in distance to a new disposal site? If for some reason the City is unable, in a timely manner, to secure a new Solid Waste Disposal Agreement with

Waste Management or any other disposal service provider, will the Solid Waste Collection Service Provider be reimbursed for its disposal costs of the City's Residential and other Solid Waste?

A. No, the City is responsible for paying disposal cost directly. The expectation is that the City will secure a disposal contract in a timely manner.

40. Section 2.5.3.5 Facilities – Please provide a list (i.e. name, address and service requirements) for the city facilities to be serviced under this contract. Is there additional compensation for the servicing of these facilities or is the compensation to be calculated into the per house price?

A. The current provider provides containers for City facilities at no cost to the City. However, the City pays for all disposal cost directly.

41. Can rear loading containers or carts of equivalent cubic yardage be used instead of front loading containers to service these facilities?

A. Yes, as long as the containers fit in the enclosures at the facilities.

42. Section 2.5.3.6 states that the "Service Provider will identify how it will manage the Yard Waste collected and provide a list of the proposed facilities it intends to use..." but Section 3.9 states "the Service Provider shall deliver all Residential Solid Waste collected to the Waste Management of Mississippi, Inc. transfer station located in the City of Jackson or the Clearview Sanitary Landfill located in Scott County."

A. All residential waste, including yard waste and bulk items, will be disposed of at the transfer station of the current service provider, Waste Management.

43. Is "Yard Waste" considered to be a category of waste not included within the definition of "Residential Solid Waste"?

A. Yard waste is a special category of residential solid waste that should be handled according to the RFP.

44. Same question regarding "Bulk Waste", is "Bulk Waste" considered to be a category of waste not included within the definition of "Residential Solid Waste"?

A. Bulk waste is a special category of residential solid waste that should be handled according to the RFP.

45. If the Service Provider disposes of Yard Waste and/or Bulk Waste at the Waste Management Transfer Station in Jackson, will the City of Jackson pay for the disposal of such waste?

A. The City is responsible for the disposal cost for residential solid waste.

46. Can the City provide a database to the Proposers (i.e. comma separated or excel format) of active accounts from utility billing for house count, routing and addresses for carts?

A. The City will provide the successful proposer with data its active customers being billed for sanitation services in a format to be negotiated to be used in distributing carts, if a cart option is chosen.

47. Are there any specifications for the addresses to be placed on each Cart? Such as 1" reflective lettering on reflective background?

A. That will be determined if a cart option is selected.

48. How was the current house count determined, actual count or desk audit of database? If by database, could the City please supply a copy of that database? What was the date of the latest count?

A. The current house count number was a negotiated number between the City and the current service provider. The service provider, Waste Management, conducted the house count in 2019.

49. The current contractor bills the City for 53,869 accounts each month, is that the initial house count to be used for billing purposes?
A. No, house count will not be used for billing purposes.
50. The RFP Attachment E requests a price for providing 45,000 carts, why is the number of Carts less than the current billing rate of 53,869 accounts?
A. The 2019 house count is different from the customer count. We estimate the number of residents billed for sanitation services by the City of Jackson fluctuates between 40,000 and 45,000. In October 2021, the City of Jackson billed approximately 41,000 customers for sanitation services.
51. Will the City guarantee the house count as 53,869 for the first three (3) years of the contract term?
A. No. The house count will not be used in any way to calculate the monthly fee charged by the successful provider. The Cost Proposal Form requests that Service Providers submit a total monthly fee to collect solid waste from residential households.
52. Is the service verification only required of the options involving Carts, since existing residential garbage cans owned by the residents do not have RFID tags or other chips?
A. No. Please refer to Section 3.3.1 of the RFP.
53. Section 3.9.6 Special Solid Waste Collection Projects – Can the City provide more details on the service requirements for the items detailed in this section as follows: • How many stops and quantities are required for the Monthly litter pickups and what is the estimated quantity of the illegal dumping removal (collection assistance with bags and bulk items along City roads and disposal services)?
A. These are normally community cleanup events. The service provider provides a collection container for these events. Normally, a 20-yard container is sufficient. These are planned and requests are sent to the provider.
54. During the Fall Cleanup Event (one 40 yd. container and disposal services), how many times is the 40 yard container required to be emptied and returned?
A. There are usually (2) containers placed for the events. It depends on the number of volunteers. The containers are dropped off and then picked up after the event.
55. What is the duration of the Christmas Tree Recycling Campaign?
A. That is normally determined by the service provider.
56. Where are the Christmas Trees to be collected and disposed of?
A. The trees are disposed of at the transfer station with residential garbage.
57. During the Spring Cleanup (two 40-yd. containers and disposal services), how many times is the 40 yard container required to be emptied and returned?
A. There are usually (2) containers placed for the events. It depends on the number of volunteers. The containers are dropped off, and then picked up after the event.
58. During the Monthly Dumpster Day event (one 40 yd. container for each ward), how many times are the 40 yard containers required to be emptied and returned? • Does the City pay for the disposal of all Special Solid Waste Collection Projects?

A. Roll-Off is placed in one location, once per month. The containers are dropped off and emptied by Solid Waste staff. Once the event is over, the provider collects the containers. The City is responsible for all disposal costs.

59. Could the City please provide tonnage reports, by month for 2020 and 2021 year to date, for each waste stream that is tracked (refuse, yard waste and bulk waste)?

A. Tonnage reports can be provided, but they are not source separated. Being that yard waste and bulk waste are collected with residential household garbage.

60. Could the City please provide a copy of the last six months' invoices of the current contractor?

A. Yes.

61. Could the City provide the size, frequency and number of containers for each City Facility?

A. Yes.

62. Are the carts for each resident at the beginning of the contract required to be new?

A. If a cart option is selected, yes.

63. Will Garbage and Bulk Waste be able to be collected in the same truck during the same collection event?

A. Yes.

64. Section 2.1 General, states "Electronic proposals MUST be submitted at www.centralbidding.com." Would this only include one online original proposal, which would include the EBO Plan and the cost proposal? Given that the fee proposal needs to be provided in a different envelope for a physical delivery, does it need to be submitted online as its own file?

A. Yes, see previous answers to similar questions in this Addendum.

65. Section 2.5.1. Cover letter it is stated that we will have to include a summary of all the costs to provide services. Given that the economic proposal has to be submitted in a separate envelope, could you please clarify which cost if any has to be described within the cover letter? No cost should be disclosed in the cover letter.

A. Proposers should not include costs on the cover letter.

66. How does the City expect the contractor to have the Customers address fixed to the cart? Will the City provide a customer address list so that the contractor can label the carts?

A. If a cart option is selected, the requirements will be discussed during negotiations.

67. Section 3.7 Public Education, it states that the service provider provides public education materials about recycling and services on not less than a quarterly basis. Does the City have an acceptable or approved format of delivery already? Can these public education materials be made available on the City website? On the Proposer's website?

A. The information can be provided via a website. If the service provider chooses to use other forms of delivery, it will be at the cost of the provider.

68. Section 3.9.4 states that Yard Waste may be disposed with the residential solid waste or kept separate. Can you provide clarification? Can yard waste be commingled with the Residential solid waste by the service provider?

A. Yes, yard waste can be commingled.

69. In case we propose a separate collection for Yard Waste, who will be responsible for the disposal fees associated?
A. Pursuant to the disposal contract, yard waste must be taken to the transfer station.
70. Will Waste Management accept segregated (mono-loads) loads of uncompacted Yard Trash and/or Bulk Waste at its Transfer Station?
A. Please contact Waste Management for their requirements.
71. Please clarify if the City pays the disposal cost for the City Facilities tons collected and delivered to the WM Transfer Station?
A. Yes, the City pays the disposal cost for City facilities
72. Is the City requesting just one Performance and Payment Bond for 30% of the estimated annual compensation to the Contractor or are both Bonds independent and each for 30% of the estimated annual compensation to the Contractor?
A. The City is requesting one bond for 30%.
73. EBO PLAN APPLICATION. • Item III "Proposed Minority and/or Female Subcontractors." The EBO does not appear to address situations where the prime contractor is a minority business. If the prime contractor is a qualified minority business, should it include the payments to itself towards the Equal Business Opportunity Participation Goals?
A. No, if prime contractor feels that it cannot meet the EBO requirements, a waiver should be requested.
74. Given that the economic proposal has to be submitted in a separate envelope, could you please clarify if item IV. "Total Bid Amount" has to be completed on this form?
A. No, Total Bid Amount should not be included on the EBO Form.
75. If the once or twice per week Cart option is selected by the City, will the Contractor be required to collect residential garbage placed outside of the Cart or will it be a "Cart Contents Only" collection?
A. The City's intent is for all waste other than bulk waste and yard waste to be placed in the cart if a cart option is chosen. However, the City may desire to negotiate the collection of an additional personal, approved container.
76. If a resident needs a 2nd cart, what is the process and who will be responsible for the cost?
A. Residents would be responsible for the cost of additional carts.
77. Is the City willing to accept alternate proposals if they are beneficial to the City and residents from a cost or service perspective?
A. No.
78. Yard Waste, are there any limits on how many bags/containers the contractor is expected to collect weekly?
A. For purposes of the collection of yard waste, see Section 106-117 of the City of Jackson Code of Ordinances, which was included with the RFP.

79. In Section 1, 1.1, page 3, states that an award of a contract for this project is subject to the availability of funding. Requesting authority to kindly share:
What is the estimated cost of project?
A. The current monthly cost for garbage collection is \$808,035.
What is the status of funding for the said project?
A. The City has a budget and is currently pursuing an increase in the sanitation fee to provide appropriate funding.
80. Referring to Section 1.2, page 3, requesting authority to kindly share tentative distance of both the sites from city center for efficient planning and deployment of vehicles.
A. The addresses of the two locations are provided in that Section 1.2. The City believes this is sufficient for the potential proposer to calculate distances from any desired point within the City.
81. Section 3.3.1, page 16, states that the service provider shall not park or store any collection vehicles on city property for more than a two-hour period regardless of the signage, without the permission of the city. Requesting authority to clarify whether the parking space would be provided by the authority. If yes, will there be any rent charged for the same.
A. The service provider is required to obtain their own facility for operations and storage vehicles when not being used to perform contract services.
Also, kindly share the location of the allocated parking space (if any)
A. See answer above.
82. Referring to Section 3.9.6, page 31, Special Solid Waste Collection projects, requesting authority to provide details of the listed projects. This will help bidders to evaluate the cost for the projects.
A. See responses to similar questions provided above and refer to RFP for project specifications.
83. Requesting authority to share payment mechanism for the Special Solid Waste Collection projects.
A. The City intends to pay based on the prices provided by the proposer for "Roll-Off Containers (Special Events)" in Attachment E, Contractors Fee Proposal for City of Jackson, Mississippi
84. Referring to Attachment C, Section 106-38 of the City of Jackson Code of Ordinance, requesting authority to share if there are any standard rates for waste collection and transportation services for commercial areas.
A. The City does not contract to collect commercial solid waste. Commercial entities in the City are responsible for obtaining these services for themselves.

CLARIFICATION OF COST PROPOSAL: The City perceives from the questions from some potential proposers that there may be some continuing confusion about how Proposers must submit their pricing. The current contract is based on a unit cost per month, **per resident**. Previous iterations of this Request for Proposals have requested that Proposer submit their response to the Cost Proposal on a unit cost basis, per month, **per resident**. To avoid confusion surrounding the issue of house count and its use in calculating the total cost of each option for each Cost Proposal received, the City has determined to request a total monthly cost for collection of residential solid waste in the City of Jackson. **DO NOT SUBMIT YOUR COST PROPOSAL ON A UNIT COST BASIS. SUBMIT YOUR COST**

PROPOSAL FOR EACH OF THE FOUR OPTIONS REQUESTED AS A TOTAL AMOUNT REQUIRED TO COLLECT RESIDENTIAL SOLID WASTE IN THE CITY OF JACKSON.

The following sections of the Request for Proposals should be revised as follows:

3.6 RATE ADJUSTMENT

On October 1, 2022~~3~~, and annually thereafter, ~~or on the anniversary date of the Contract thereafter,~~ the rates set forth in the Agreement will be increased or decreased based upon a pricing index over the previous 12-month period consisting of the Annual CPI for All Urban Consumers for the South Region. **The amount of the increase or decrease from price indexing shall not exceed 5% annually.**

~~Either party may request an updated to house on or before August 31 of each year of the Contract beginning on August 31, 2022. The party requesting the house count shall be responsible for the cost RFP of having a neutral third party conduct the update to the house count. The City will obtain the contractor for the house count and both parties may have an observer accompany the neutral third party while performing the house count. Each party shall be provided with a copy of such house count.~~

3.10.16 Termination

Notwithstanding any other provisions of this Contract, the City may terminate this Contract upon a material default under or breach of this Contract by the Contractor, provided the Contractor has been provided written notice of the default by the City, and has been afforded thirty (30) day period to cure such default and has failed to do so, or if the default cannot reasonably be cured within such period, has failed to commence to cure such default to the reasonable satisfaction of the City.

In the event that the governing authorities do not provide funding for this Contract during any fiscal year ~~after~~ **beginning** Fiscal Year 2024~~3~~, which begins on October 1, 2024~~2~~, this Contract shall immediately terminate on the later of September 30 of the end of the fiscal or thirty (30) days after the City provides notice to the Contractor of its intent not to provide further funding of the Contract.

The City may also terminate the Contract for convenience, when the interests of the City so require, by providing notice six (6) months prior to the Contract termination date.

This contract may be terminated in whole or in part by the City of Jackson upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

3.11 LENGTH OF CONTRACT

The initial term of any Contract awarded as a result of this solicitation will be from April 1, 2024~~2~~ to ~~September 30, 2027~~**March 31, 2028**, provided, however the City may, at its sole option, extend the Contract term up to four (4) one (1) -year terms ending ~~September 30, 2031~~**March 31, 2032**.

The successful Service Provider shall not rely upon the granting of any extension in entering into a Contract with the City, the extensions being solely at the City's unfettered discretion and option.

Addendum No. 2
November 18, 2021

Acknowledgment of Receipt of Addendum No. 2

All Proposers are directed to sign and date this form in the space provided below and submit with their Proposal to verify receipt and acknowledgement of this addendum.

VERIFICATION OF RECEIPT AND ACKNOWLEDGEMENT

Signature:

Company:

Date:
