

New Contract Submission
Request for Proposals or Request for Qualifications
PPRB OPSCR Rules and Regulations Sections 3-203 and 3-204
Miss. Code Ann. §§ 31-7-401 through 31-7-423

Agency: Mississippi State Hospital

Contractor: Republic Services

Period of Performance: 5/1/2025 to 4/30/2030 (Includes one year renewal)

Spending Authority Requested: \$618,055.80 (Includes one year renewal)

Projected Contract Lifecycle and Budget

Contract Term	Start Date	End Date	Projected Budget
Initial Term	5/1/2025	4/30/2029	\$494,444.64
Renewal Year 1	5/1/2029	4/30/2030	\$123,611.16

List the initial term and all renewal periods in the Contract Term column. For example, if you are submitting a three year contract with two optional one year renewals, you would list "Initial Term"; "Renewal Year 1"; "Renewal Year 2". List the anticipated start and end date of each period and the amount the Agency anticipates it will spend in each period. If the Contract is for more than 5 years, provide the Agency's authority to enter a contract for a term longer than allowed in Section 3-502(a) and any additional information in the Notes section below.

Contract Number: 8200079751

If multiple contracts were awarded for the same RFP or RFQ, list them in the **Other Associated Numbers in MAGIC** section below. For each contract, you must complete pages 1, 11, 12, 13 and 16 (documents submitted in the Contract number in MAGIC only).

Solicitation RFX Number: 3120003031

Petition for Relief RFX Number (OVAR): 3180002521

Date PPRB Approved the Petition for Relief: 12/13/24

Other Associated Numbers in MAGIC: _____

Notes (any comments or information you want to provide to OPSCR):

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Petition for Relief from Competitive Bidding
Sections 3-201 and 7-103 and Miss. Code Ann. §§ 31-7-403 and 31-7-413

PPRB approved the Agency's request to use a Request for: Proposals ☒ Qualifications ☐

PPRB approved the Agency to award 1 [number] contract(s) resulting from this RFP/RFQ.

PPRB approved Cost Factors to be evaluated openly: Yes ☒ No ☐

Evaluation Factors approved in Petition:

Evaluation Factors in the RFP/RFQ:

NA - Exempt by state code	%	Technical	30	%
	%	Management	30	%
	%	Cost	40	%
	%			%
	%			%

The Evaluation factors are listed in the RFP/RFQ on page(s): 17

*The categories of Factors (Technical, Management, Cost) and Price, as an individual factor, are required here.
No other individual factors are required.*

Content of Request for Proposals or Qualifications

Section 3-203.04, Appendix D, and Miss. Code Ann. §§ 31-7-405 and 31-7-411

List the page number in the RFP/RFQ where the following information is stated:

- 1 & 2 Instructions and information to Offerors concerning the submission requirements
- 1 the time and date set for receipt of proposals or qualifications
- 1 the address of the office to which proposals or qualifications are to be delivered
- 4.15 the maximum time for proposal or qualification acceptance by the State
- 14 the manner in which proposals or qualifications are to be submitted, including any forms for that purpose
- 16-8 a statement that discussions may be conducted with Offerors whose proposal are qualification is determined to be reasonably susceptible of being selected for the award, but that proposals may be accepted without such discussions
- 14 a statement of when and how price should be submitted
- 16 a statement of how price will be determined
- 17 evaluation factors and their order of importance or relative weight
- 11-14 a description of the purchase description or type of services required, the work involved, and the delivery schedule
- 4-11 the contract terms and conditions, including warranty, bonding, or other security requirements as applicable
- 15 minimum qualifications

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- 2 the expected duration of services
- 5 the type of contract to be used
- 1 the submission deadline for proposals or qualifications
- 1 a statement that proposals or qualifications shall be in writing
- 18 a statement that the solicitation and its amendments, the proposal or qualification, and the BAFO constitute the contract
- 7 a statement that Offerors may deem portions of their proposals Trade Secrets in accordance with Miss. Code Ann. § 25-61-9 and 79-23-1

List the page number in the RFP or RFQ where the following statement(s) regarding the minimum information the proposal or qualification shall contain is stated:

- 14-15 the Offeror's name
- 14-15 the Offeror's principal place of business
- 14-15 the place of contract performance
- 14-15 the age of the Offeror's business
- 14-15 the Offeror's average # of employees
- 14-15 a list of other similar contracts
- 14-15 the qualifications of staff assigned to provide services
- 14-15 a detailed plan of how services will be performed

The RFP/RFQ provides vendors notice of the Protest and Debriefing rights? Yes ☒ No ☐

List the page number in the RFP/RFQ where the following required clauses are located:

- 5 Acknowledgement of Amendments
- 8 Applicable Law
- 9 Approval
- 6 Availability of Funds
- B Certification of Independent Price Determination
- 1-8 Compliance with Laws
- 18 E-Payment
- 8 E-Verification
- 18 Paymode
- 1 Procurement Regulations
- B Prospective Contractor's Representation Regarding Contingent Fees
- B Representation Regarding Contingent Fees
- B Representation Regarding Gratuities
- 8-9 Stop Work Order
- 9 Trade Secrets, Commercial and Finance Information
- 9 Transparency

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Public Notice

Sections 3-203.06, 3-202.07, and Miss. Code Ann. § 31-7-407
Documentation which proves compliance with all regulations is required.

Newspaper(s) Where Advertised: Rankin County News

First Ad Date: 12/18/24 Second Ad Date: 12/25/24

Date on Agency Website: 12/18/24 Date on Procurement Portal**: 12/18/24

Do the Newspaper Advertisement, Agency Website, and Procurement Portal contain:

- | | | |
|---|---|-----------------------------|
| • Response Due Date | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Name of Procurement Officer | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Telephone Number of Procurement Officer | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Means of Obtaining the Solicitation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • RFX Number | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Describe the date, manner, and content of any other method of publication used:

NA

RFP/RFQ furnished to all MAGIC vendors in the product category code: Yes ☒ No ☐

RFP/RFQ furnished directly to the following potential Offerors (at least 3)*:

** The State of Mississippi may not be included as one of the three required potential Offerors.*

Republic Services

Waste Managment

Delta Waste Solutions

Waste Pro

Date set for Receipt of Proposals or Qualifications: 1/22/2025

If that date is not at least 30 days following the first newspaper advertisement, a written determination by the Chief Procurement Officer is required. The determination should explain that a shorter advertising time was needed and how and why the shorter time was reasonable under the circumstances. The written determination should be uploaded in the Solicitation RFX in MAGIC.

** Throughout this document, any reference to the Procurement Portal refers to the Buying and Selling to Government in Mississippi website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. Use MAGIC to post your Solicitation, Amendments, and Notice of Intent to Award to this website. If you need assistance with posting to the Procurement Portal, contact the MMRS helpdesk at mash@dfa.ms.gov.

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Amendments to the RFP/RFQ

Sections 3-202.08 and 3-203.09

*Documentation which proves compliance with all regulations is required.
Provide as many copies of this form as necessary to report all Amendments*

☐ There were no Amendments to the RFP/RFQ.

Amendment #: 1

Date Posted to the Agency Website: 12/20/24

Date Posted to the Procurement Portal: 12/20/24

Date Sent to all Prospective Offerors: 12/20/24

Signed Acknowledgment of Amendment Received from all Offerors? Yes ☒ No ☐

Amendment #: 2

Date Posted to the Agency Website: 1/14/25

Date Posted to the Procurement Portal: 1/14/25

Date Sent to all Prospective Offerors: 1/14/25

Signed Acknowledgment of Amendment Received from all Offerors? Yes ☒ No ☐

Amendment #: _____

Date Posted to the Agency Website: _____

Date Posted to the Procurement Portal: _____

Date Sent to all Prospective Offerors: _____

Signed Acknowledgment of Amendment Received from all Offerors? Yes ☐ No ☐

If the submission deadline for proposals or qualifications is less than 14 days following the posting of any amendment to the RFP or RFQ, provide a brief memorandum explaining your compliance with the requirement in Section 3-202.08.3 that Amendments be posted within a reasonable time to allow Offerors to consider them in preparing their proposals or qualifications.

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Pre-Submission Requirements

Sections 3-202.06.4.1, 3-202.07, 3-203.08 and Miss. Code Ann. § 31-7-409

Letters of Intent Required? Yes ☐ No ☒

How were Potential Offerors notified of this requirement? _____

Deadline to submit Letters of Intent: _____

Must be at least 7 business days after the last notice appears in the newspaper.

Letters of Intent received from the following Offerors:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Pre-Proposal/Qualification Conference Held? Yes ☐ No ☒

How were Potential Offerors notified of this requirement? _____

Date of Conference: _____

Must be at least 14 days after RFP/RFQ was issued.

Location of Conference: _____

Amendment #: _____

The RFP/RFQ Amendment resulting from the conference must include public access to a full recording or a complete transcript of the conference and any Questions and Answers resulting from the conference.

Representatives from the following Offerors attended:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Questions Due: _____ ☐ No Questions Submitted

Answers Posted: _____ Amendment #: _____

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Receipt and Evaluation of Proposals/Qualifications

Sections 3-203.09, 3-203.10, 3-203.11, 3-203.12, 3-204
Miss. Code Ann. §§ 31-7-415, 31-7-417, 31-7-419, and 31-7-421

Proposals/Qualifications received from the following Offerors:

Waste Management

Republic Services

Delta Waste Solutions

Waste Pro

- Proposals/Qualifications were received after the submission deadline: Yes ☐ No ☒
- Proposals/Qualifications were received in a manner that was not compliant with the RFP/RFQ submission requirements: Yes ☐ No ☒

If yes to either of the above questions, provide details of the issue and Agency response:

List and explain any pre-opening modification or withdrawal of proposals/qualifications:

Waste Pro representative hand delivered a proposal to MSH building 93, on 1/22/25, and the proposal was not sealed. MSH Purchasing employee, H.L. Lockhart, advised the Waste Pro representative that they would have to deliver a sealed proposal as specified in the RFP. The Waste Pro representative complied and put the proposal in a sealed envelope as required in the RFP and submitted it to MSH staff.

Date proposals/qualifications opened by the Agency: 1/22/25

The solicitation expires one year from the date of opening the proposals or qualifications.

All Offerors were deemed Responsive: Yes ☐ No ☒

List Offerors deemed non-responsive and explanation for that determination:

The Waste Pro's proposal was deemed non-responsive. The vendor did not submit any of the information required in section 8 of the RFP.

Date Non-Responsive Offerors Notified: 2/11/2025

All Offerors deemed Responsible: Yes ☒ No ☐

List Offerors deemed non-responsive and explanation for that determination:

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Date Non-Responsible Offerors Notified: _____

Evaluation Committee Members (including advisors):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

One or more committee members is not employed by the State? Yes ☐ No ☒
The resume of any such member(s) must be posted with the Evaluation Committee Report.

Did all members sign a Conflict of Interest Certification? Yes ☒ No ☐
The Conflict of Interest Certifications must be signed after the proposals/qualifications are received but before evaluation begins. Certifications cannot be signed prior to the submission deadline because members of the Evaluation Committee must be able to truthfully certify they have no conflict of interest with any of the Offerors.

Evaluation Schedule:

State the date and time the evaluation of each category of factors began and end. All blind scoring should be completed prior to the Evaluation Committee receiving any non-blind sections of proposals/qualifications.

The Evaluation Committee used: Consensus Scoring ☒ Individual Scoring ☐

Technical (Blind): Start: 2/6/2025 Complete: 2/6/2025

Management (Open): Start: 2/6/2025 Complete: 2/6/2025

Cost (Blind ☐ Open ☒): Start: 2/6/2025 Complete: 2/6/2025

- Cost Points Awarded by Evaluation Committee: Yes ☒ No ☐
Prior PPRB approval is required to score Cost factors openly. Where Price is the only Cost factor, the Agency may choose to assign Cost points without providing Cost factors to the Evaluation Committee.

Other (Blind ☐ Open ☐): Start: _____ Complete: _____

- Describe Factors: _____

Other (Blind ☐ Open ☐): Start: _____ Complete: _____

- Describe Factors: _____

Lowest Priced Proposal/Qualification: Republic Services

This proposal/qualification must receive 100% of the points for Price.

Were Price points assigned to the other Offerors using the following formula? Yes ☒ No ☐

$$(X / Y) \times \text{Total Price Points} = Z$$

X= Lowest Price
Y= Offeror's Price
Z= Points Assigned to Offeror

If not, please describe how Price points were awarded objectively:

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Best and Final Offers (BAFO) Requested: Yes ☐ No ☒

BAFOs were requested from the following Offerors:

Their response was:

_____	_____
_____	_____
_____	_____
_____	_____

How did the Agency determine the vendors from which it would request a BAFO:

Provide any additional information about the BAFO process and results:

Were discussions held with Individual Offerors? Yes ☐ No ☐

Detail all discussions held pursuant to Section 3-204.01:

Were there any Mistakes in the Proposals or Qualifications submitted? Yes ☐ No ☐

Detail all such Mistakes and the action taken in compliance with Section 3-204.03:

Notice of Intent to Award and Evaluation Committee Report

Sections 3-204.04 and 3-204.05; Miss. Code Ann. §§ 31-7-415 and 31-7-423

Documentation which proves compliance with all regulations is required.

Successful Offeror(s): Republic Services

Notice of Intent to Award and Evaluation Committee Report

- Date Posted to Agency Website: 2/11/25
- Date posted to the Procurement Portal: 2/11/25
- Date sent to all Offerors (48 Hours after Posting): 2/11/25 (See September 24 Rules)

Offerors Notified of their Debriefing and Protest Rights: Yes ☒ No ☐

Contract awarded to the lowest priced Offeror? Yes ☒ No ☐

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Debriefings Sections 7-113 <i>Provide as many copies of this form as necessary to report all Debriefings</i>	
Deadline to Request Debriefing: <u>2/18/2025</u>	Number Requested: <u>0</u>
Debriefed Vendor: _____	Date of Debriefing: _____
Debriefed Vendor: _____	Date of Debriefing: _____
Debriefed Vendor: _____	Date of Debriefing: _____

Protests Sections 7-112 <i>Provide as many copies of this form as necessary to report all Protests</i>	
Deadline to File a Protest: <u>NA (New Rules Apply)</u>	Number Filed: _____
Protesting Vendor: _____	Protest to: Agency <input type="checkbox"/> PPRB <input type="checkbox"/>
Date Filed: _____	Date of Agency Decision: _____
Date Appealed: _____	Date of PPRB Order: _____
The Protest was resolved in favor of the: Agency <input type="checkbox"/> Vendor <input type="checkbox"/> Mutual Agreement <input type="checkbox"/>	
Protesting Vendor: _____	Protest to: Agency <input type="checkbox"/> PPRB <input type="checkbox"/>
Date Filed: _____	Date of Agency Decision: _____
Date Appealed: _____	Date of PPRB Order: _____
The Protest was resolved in favor of the: Agency <input type="checkbox"/> Vendor <input type="checkbox"/> Mutual Agreement <input type="checkbox"/>	
Protesting Vendor: _____	Protest to: Agency <input type="checkbox"/> PPRB <input type="checkbox"/>
Date Filed: _____	Date of Agency Decision: _____
Date Appealed: _____	Date of PPRB Order: _____
The Protest was resolved in favor of the: Agency <input type="checkbox"/> Vendor <input type="checkbox"/> Mutual Agreement <input type="checkbox"/>	

Contract

Sections 3-102.07, 3-501, 3-502, and Appendix C

Provide the contract page number for the following contract requirements:

- A _____ the service to be performed
- 1 _____ when the service is to be performed
- A _____ how frequently the service is to be performed
- A _____ where the service is to be performed
- A _____ how much the service will cost
- A _____ why the service is necessary

The Contract is for a Definite Quantity ☐ Indefinite Quantity ☒

Describe the Contract Pricing Structure:

Firm fixed pricing

Explain any discrepancies between the Pricing Structure in the RFP/RFQ and Contract:

NA

Is a Price Adjustment allowed? Yes ☒ No ☐ If so, please explain.

If yes, the Price Adjustment clause and an explanation of the Price Adjustment must be included in the contract.

See Attachment - A paragraph T

Multi-Term Contracts

- The original contract term spans more than one State Fiscal Year? Yes ☒ No ☐
- The contract contains renewal periods that, if exercised, would cause the contract to span more than one State Fiscal Year? Yes ☐ No ☐
- If yes to either of the above, did the RFP/RFQ state or indicate that the awarded contract would span more than one State Fiscal Year? Yes ☒ No ☐

If you responded Yes to any of the above, list the page number where the contract states:

- A _____ the amount of services required for the proposed contract period
- A _____ a unit price provided for each service
- A _____ the unit price shall remain the same throughout the contract
- 2 _____ Availability of Funds clause
- A _____ how the multi-term contract award will be determined

Is the scope of work in the contract consistent with the RFP/RFQ? Yes ☒ No ☐

Explain any differences between the RFP/RFQ scope and the contract scope:

NA

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Contract Term (Period of Performance) including renewals, as stated in the:

RFP/RFQ: 5/1/25 - 4/30/30

Contract: 5/1/25 - 4/30/30

Explain any deviation between the RFP/RFQ and Contract:

NA

List the page number in the Contract where the following required clauses are located:

- 2 Applicable Law
- 5 Approval
- 2 Availability of Funds
- 3 Compliance with Laws
- 4 E-Payment
- 4 E-Verification
- 5 Paymode
- 2 Procurement Regulations
- 5 Stop Work Order
- 4 Termination for Convenience
- 4 Termination for Default
- 4 Termination upon Bankruptcy
- 2 Representation Regarding Contingent Fees
- 2 Representation Regarding Gratuities
- 6 Trade Secrets, Commercial and Finance Information
- 3 Transparency

Agencies are encouraged to review the optional clauses in Appendix D of the PPRB OPSCR Rules and Regulations to determine if including any such clauses in their contract would be in the Agency's best interest.

Contract Approval

Sections 3-102.08, 7-105, 7-107, and 7-114

Date Submitted to OPSCR: 2/26/2025

Requested PPRB Meeting Date: 4/2/2025

Contract Effective Date*: 5/1/2025

*The Contract Effective Date cannot be prior to the PPRB Meeting Date.

The contract requires regulatory board approval (other than PPRB): Yes ☐ No ☒

Board: _____

Expected Board Meeting Date: NA

A copy of the Minutes showing the Regulatory Board approved the contract is required before final approval.

Will the Contractor use State Property? Yes ☐ No ☒

If so, submit letter to the Bond Commission as required by Section 7-114.

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Contractor is qualified to do business in the State per Miss. Code §79-4-15.01? Yes ☒ No ☐
Documentation that the vendor is registered and in good standing with the Mississippi Secretary of State's Office as of the date you submit the contract to OPSCR is required.

Insurance Requirements in RFP/RFQ (type of insurance and amount):

General Liability \$1,000,000.00
Workers Compensation \$ Statutory Minimum
\$
\$
\$

Is the State or Agency required to be an Additional Insured? Yes ☐ No ☒

RFP/RFQ page and clause with insurance requirements: 11

Contract page and clause with insurance requirements: A

The insurance requirements in the RFP/RFQ must be contained in the contract.

A current Certificate of Insurance reflecting the required coverage must be submitted to OPSCR.

What is the funding source for this contract?

100 % State General Funds
____ % Federal Funds
____ % Grant Funds (describe):
____ % Other (describe):

Are these services currently being provided to the Agency? Yes ☒ No ☐

If yes, who is currently providing the services?

Outside contractor: Republic Services

Agency Representative for PPRB Meeting: Sandy Jordan

The Agency Representative will attend: In Person ☒ Remote ☐

**The option to attend remotely is not available to Agencies located in Hinds, Rankin, or Madison counties.*

Confidential Data

Section 3-202.11.3, 3-203.12.1 and Miss. Code Ann. §§25-61-9 and 79-23-1

Offerors who submitted written requests for nondisclosure of trade secrets/proprietary data:
NA

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Offerors who requested protective orders in Chancery Court and Docket Number:
NA

Responsible Agency Official: H.L. Lockhart

Title: Purchasing

Telephone Number: 601-351-8056

Email Address: Lockhhl@msh.ms.gov

By signing below, I certify that all information provided herein and/or uploaded to MAGIC is true, correct, and complete to the best of my knowledge.

Signature: H.L. Lockhart Date: 2-26-25

OPSCR USE ONLY

Primary Analyst: _____ Signature: _____

Secondary Analyst: _____ Signature: _____

NOTES:

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Check if Uploaded	Documents to Upload in MAGIC <i>(preferably as individual PDFs labelled as indicated below)</i>	Location in MAGIC	Publicly Available
✓	Petition for Relief	OVAR RFx	-
	Proof of Public Notice <ul style="list-style-type: none"> • Newspaper Advertisement Affidavit • Solicitation Posting on Procurement Portal (with date) • Solicitation Posting on Agency Website (with date) • Solicitation sent directly to any potential Offerors • Any other method(s) of publication 	Solicitation RFx	-
✓	Full Solicitation (RFP or RFQ)	Solicitation RFx	Yes
✓	All Solicitation Amendments	Solicitation RFx	Yes
	Proof of Distribution of All Amendments: <ul style="list-style-type: none"> • Amendment Posting on Procurement Portal (with date) • Amendment Posting on Agency Website (with date) • Amendment sent directly to potential Offerors 	Solicitation RFx	-
	All Letters of Intent (if applicable)	Solicitation RFx	-
	Attendance Record of Pre-Submission Conference (if applicable)	Solicitation RFx	-
✓	Receipt of Proposals <i>Showing the date and time each proposal or qualification was received.</i>	Solicitation RFx	-
✓	Register of Proposals <i>Showing the assigned identifier for each proposal/qualification received.</i>	Solicitation RFx	-
✓	Acknowledgement of All Amendments (All Offerors)	Solicitation RFx	-
✓	Complete copy of every Proposal/Qualification submitted	Solicitation RFx	-
✓	Technical exactly as given to the Evaluation Committee	Solicitation RFx	-
✓	Cost exactly as given to the Evaluation Committee	Solicitation RFx	-
	Any other sections of the Proposals/Qualifications required to be evaluated without identifying information exactly as given to the Evaluation Committee	Solicitation RFx	-
✓	Evaluator Conflict of Interest Certifications	Solicitation RFx	-
✓	Evaluation Documents (any which are applicable): <ul style="list-style-type: none"> • Determination of Responsive and/or Responsible • Individual and/or Consensus Scoring Documents • Final Evaluation Tabulation 	Solicitation RFx	-
✓	All Communication with Offerors / Potential Offerors	Solicitation RFx	-
✓	Notice of Intent to Award	Solicitation RFx	Yes
✓	Evaluation Report	Solicitation RFx	Yes

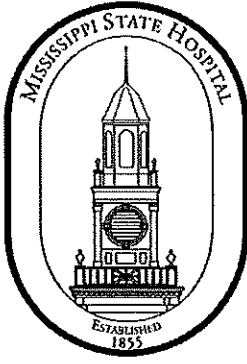
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Check if Uploaded	Documents to Upload in MAGIC (preferably as individual PDFs labelled as indicated below)	Location in MAGIC	Publicly Available
✓	Notice of Intent to Award and the Evaluation Report <ul style="list-style-type: none"> • Proof sent to all Offerors (and dates) • Posting on Procurement Portal (and date) • Posting on Agency Website (and date) 	Solicitation RFx	-
	Debriefing <ul style="list-style-type: none"> • All Debriefing Requests • A Summary of each Debriefing Conducted • Debriefing Memorandum to PPRB 	Solicitation RFx	-
	Protest <ul style="list-style-type: none"> • All Protests Filed with Agency • The Agency Resolution to any Protests • All Protests Filed with or Appealed to PPRB • PPRB's Order or Resolution to the Protest • Protest Memorandum to PPRB 	Solicitation RFx	-
	Public Records <ul style="list-style-type: none"> • All Public Records Requests related to the Procurement • List of documents produced in response to the request • Motions for protective orders/other relevant court filings 	Solicitation RFx	-
✓	Any Documentation Relevant to the Procurement Process	Solicitation RFx	-
✓	Unexecuted Contract	Contract	-
✓	All Contract Attachments, Appendices, or Exhibits	Contract	-
✓	Complete Submission Checklist (this document)	Contract	-
✓	Contractor's Current Registration with the Secretary of State	Contract	-
✓	Current Certificates of Insurance or Performance Bond, if required	Contract	-
	Proof of Regulatory Board Approval (if applicable)	Contract	-

Following approval by the PPRB, the following documents are required to be made publicly available on www.transparency.mississippi.gov. It is the sole responsibility of the Agency to ensure compliance with Sections 3-202.16, 3-204.05, and 7-116 of the PPRB OPSCR Rules and Regulations, the Mississippi Public Records Act of 1983 (Miss. Code Ann. § 25-61-1 *et seq.*), Miss. Code Ann. § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. § 27-104-151 *et seq.*).

- The fully executed contract;
- All contract attachments, appendices, or exhibits; and
- The Public Notice of Contract Award.

UNSIGNED MSH PERSONAL SERVICES AGREEMENT



AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and Republic Services.

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" or "Agency" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi and Republic Services, hereinafter called "Independent Contractor" or "Contractor" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital

NOW THEREFORE, the parties agree to the terms and conditions herein.

1. INDEPENDENT CONTRACTOR

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Hospital or any of its subordinate programs and Hospital or any of its subordinate programs shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor or its servants, or agents. Hospital agrees to compensate as outlined in Attachment - A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Independent Contractor by Hospital. Hospital or any of its subordinate programs shall not withhold from the Independent Contractor payments for any federal or state unemployment taxes, federal or state income taxes, Federal Insurance Contributions Act (FICA) withholdings, or any other amounts for benefits to Independent Contractor. Further, Hospital or its subordinate programs shall not provide to Independent Contractor any insurance coverage or other benefits including Workers Compensation, normally provided by the state for its employees.

2. SCOPE OF WORK

Independent Contractor agrees to provide services to the Hospital as described, and under the conditions, as set out in Attachment - A which is attached hereto and made a part of as if fully copied herein.

3. PERIOD OF AGREEMENT

Performance of the services will begin on or about 5/1/2025 and will end on or about 4/30/2029. The contract may be renewed for one additional year based on the needs of the hospital, availability of funds, approval of the Mississippi Board of

Mental Health, and approval of the Mississippi Public Procurement Review Board.

4. COMPENSATION

Hospital agrees to compensate Independent Contractor at a rate for services described in Attachment

-A. The total contract amount will not exceed \$ 494,444.64_____.

5. RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Independent Contractor for Hospital shall be used by Hospital only for its own internal operations. Hospital retains all rights and interest in said reports.

6. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Hospital shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. REPRESENTATION REGARDING CONTINGENT FEES

The Independent 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, except as disclosed in the contractor's bid or proposal.

9. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Hospital a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Hospital has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

10. PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder or offeror responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

11. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Hospital and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

12. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

13. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

14. HIPAA

Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

15. PROPERTY RIGHTS

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Hospital may terminate this contract at any time for its own convenience.

16. TERMINATION

Termination for Convenience. The Hospital may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Hospital shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Hospital gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Hospital may terminate the contract for default and the Contractor will be liable for the additional cost to the Hospital to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

17. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the Hospital upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent 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.

18. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Hospital subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following:

(1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement

Review Board Office of Personal Service Contract Review Rules and Regulations;

- (2) 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; or
- (3) both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

20. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent Contractor's special skills and expertise. The Independent Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. STOP WORK ORDER

The Hospital may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Hospital. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Hospital. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Hospital has terminated that part of the agreement or terminated the agreement in its entirety. The Hospital is not liable for payment for services which were not rendered due to the stop work order.

22. PAYMODE

Payments by Hospital using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Hospital may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Hospital is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

23. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract

Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

24. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) notwithstanding any other provision 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.

25. CHANGE IN SCOPE OF WORK

The Hospital may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Independent Contractor that the scope of the project or of Independent Contractor’s services has been changed, requiring changes to the amount of compensation to Independent Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Hospital and Independent Contractor. If Independent Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Independent Contractor, Independent Contractor must immediately notify the Hospital in writing of this belief. If the Hospital believes that the particular work is within the scope of the contract as written, Independent Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25- 61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

27. CONFIDENTIALITY

Hospital is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The Hospital shall not be liable to the Contractor for disclosure of information required by court order or required by law.

28. CONTRACTOR PERSONNEL

The Hospital shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Hospital reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the Hospital in a timely manner and at no additional cost to the Hospital. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

29. EXCLUSION OR DEBARMENT

By submitting a response in response to the procurement request, the Contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor further certifies that it is not an agent of any such person or entity. Contractor certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein. Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Contractor's failure to perform, default, or any other action or inaction by the Contractor.

30. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, et seq.

31. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Independent Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (d) is independently developed by the recipient without any reliance on confidential information;
- (e) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (f) is disclosed with the disclosing party's prior written consent.

32. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Hospital, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Hospital may have.

33. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

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

34. FORCE MAJEURE

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Hospital may exercise any rights it has under the contract which are available when neither party is in default.

35. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi 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 attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the Hospital's sole discretion, upon approval of the Office of the Mississippi Attorney General and the Hospital, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the Hospital. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Hospital shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the Hospital, which shall not be unreasonably withheld.

36. INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Hospital. Nothing contained herein shall be deemed or

construed by the Hospital, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Hospital and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital, and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The Hospital shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Hospital shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Hospital for its employees.

37. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

38. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

39. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the Hospital, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

40. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Hospital, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Hospital. The rights of the Hospital are in addition and without prejudice to any other right the Hospital may have to claim the amount of any loss or damage suffered by the Hospital on account of the acts or omissions of Contractor.

41. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

42. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

43. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Independent Contractor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Independent Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Independent Contractor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Independent Contractor.

44. NOTICES

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Independent Contractor: Name: Bob Ricketts, Jr. Title: Sales Manager

Address: 1035 Old Brandon Rd., Flowood, MS 39232

For the Hospital: Name: James Chastain Title: Hospital Director

Address: Post Office Box 157-A, Whitfield, Mississippi
3550 Highway 468 West, Whitfield, Mississippi

45. INTEGRATED AGREEMENT/MERGER

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Independent Contractor. Independent Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Independent Contractor on the basis of draftsmanship or

preparation hereof.

James G. Chastain
Director
Mississippi State Hospital

Date

Independent Contractor

Date

ATTACHMENT – A

SERVICE REQUIREMENTS:

Independent Contractor will ensure that all general non-hazardous solid waste and construction waste at Mississippi State Hospital is collected, contained, transported, tracked (as applicable) and disposed in a manner that reduces environmental impact, is safe, is economical and complies with all applicable laws and regulations. The Independent Contractor agrees to remove all construction wastes and non-hazardous solid general wastes from Mississippi State Hospital to an approved landfill or disposal site off and away from the MSH campus.

- A. The Independent Contractor will base charges for the solid general waste removal services on a firm fixed monthly charge based on container size and pick up frequency for front end loader services, residential services and construction dumpster charges shall also be based on firm fixed per service charges as shown on attached Attachment – B.
- B. The Independent Contractor will furnish all necessary equipment and material required to perform all required waste management services as agreed upon by both parties.
- C. Independent Contractor will maintain all waste containers so that they are free from insects, vermin and offensive odors. All spillage of any material adjacent to containers which result from the lack of care, handling or dumping of containers will be cleaned up by the proposed Independent Contractor. Containers of an approved type, manufactured entirely of metal with self-closing lids or doors, capable of being latched so as to contain refuse, vermin and insects will be furnished by the proposed Independent Contractor. It will be the responsibility of the proposed Independent Contractor to maintain, clean and disinfect the supplied containers complying with all existing requirements of federal, state, county and local health laws and regulations to include the replacement of any damaged or broken parts. Offeror shall provide waste containers which are designed for easy use and meet all applicable standards and regulations. MSH shall have the right of final approval for the type and design of dumpsters placed in service during the contract period.
- D. The MSH Housekeeping Department will contact the successful Independent Contractor when a dumpster needs cleaning. The Independent Contractor will call the designated MSH representative within twenty four hours to schedule the date and time a dumpster will be cleaned. The Independent Contractor will inform the MSH designee when a dumpster has been cleaned as requested.
- E. The location of containers, size of containers and frequency of waste pick

up will be according to the attached Schedule - B which will be made a part of any contract. Independent Contractor shall understand that MSH reserves the right to change container sizes and pick up frequency as the needs of MSH require.

- F. The Independent Contractor will be responsible for all set up costs to include placement of dumpsters and other supplies or equipment needed to perform the services required by this agreement.
- G. The Independent Contractor will perform all services during the hours of 6:00 a.m. to 8:00 p.m. daily unless a change of these hours has been agreed upon and approved by the Independent Contractor and MSH. The Independent Contractor will perform these services in a manner to avoid inconvenience to hospital employees, residents or visitors.
- H. The Independent Contractor will maintain a regular (not less than twice each year) and systematic inspection of the services performed to assure that all services are conforming to contract terms. The Independent Contractor will make written recommendations to reduce program costs and/or improve execution of the contract by either party. Independent Contractor will assign a representative to attend monthly Waste Management Committee meetings held on the MSH campus.
- I. The proposed Independent Contractor will act as an independent Independent Contractor while performing the services required and will employ and direct his own personnel as required to include the securing of any and all permits. The proposed Independent Contractor will exercise full and complete authority over its personnel and will comply with all Workers Compensation, Employer Liability, General Liability Insurance and other federal, county, and municipal laws, ordinances, rules and regulations required of an employer to include the making of all reports and remitting all required withholdings from compensation.
- J. The successful Independent Contractor will not change any pick up schedule without prior written approval of the designated MSH Officer. Independent Contractor will provide advance notice of change to the designated MSH Officer no less than ten working days or within such time frame that is agreed upon by hospital and the Independent Contractor to allow adequate notice of and preparation by affected MSH parties.
- K. Independent Contractor shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the United States Government and any political subdivisions thereof, the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said contract or any part thereof as provided by any Federal Code, Mississippi Code or any applicable statute or other authority for the full duration of this contract.

- L. Successful Independent Contractor will be required to provide a written report, in duplicate, which indicates the levels of program performance as measured against agreed upon standards of performance and program goals no later than the end of the fourth month after the start date of the agreement. The report will include any recommendations to improve MSH performance in waste management. A progress report will be submitted by the vendor no later than the end of the first six months after the start date of the agreement. The report will include summary charts and graphs to illustrate program status. A copy of the report will be made available to the Director of Housekeeping and the Director of Environmental Services.
- O. Upon termination of the contract, Independent Contractor shall remove all equipment in a manner that is orderly and does not disrupt service to MSH or other contracted sites and based on a time frame agreed upon by both parties.
- P. Independent Contractor shall meet all standards of responsibility as stated in Mississippi Personal Service Contract Review Procurement Rules and Regulations.
- Q. Independent Contractor shall understand that a pro-rated discount will be applied to applicable invoices when a scheduled pick up is missed and not made up as agreed upon by both parties in a timely manner.
- R. Independent Contract shall maintain liability insurance and worker's compensation insurance as specified in section Section 5, page 11, paragraph 51. In the original request for proposals number 01.22.2025.488, issued for this procurement on December 13, 2024 and on file with both parties.
- S. Precedence. This agreement, along with all amendments and attachments shall take priority over any other agreements that may be signed separately in conjunction with the original request for proposal, to include third party agreements. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved first by reference to this agreement and , if still unresolved, by reference to the original RFP, and if still unresolved, by reference to the vendor's proposal.
- T. Compensation. In consideration of services provided, the Hospital agrees to pay to the independent Independent Contractor the specific sums shown in Attachment – B, and in no event however, will the total compensation paid to the independent Independent Contractor be more than \$618,055.80 including the optional one year renewal. Prices quoted shall be fixed and firm for the entire term of the agreement with price increases or decreases allowed only as specified in paragraph 4.7, page 5 of the original request for proposals 01.22.2025.488 dated December 13, 2024 and on file with both parties.

ATTACHMENT – B
VENDOR PRICE SCHEDULES

WASTE MANAGEMENT PROPOSAL PRICING FORM

1. Solid Waste collection, containment, transport, and disposal for front end loader containers: \$ 8,275.93 Per Month (34 Containers as scheduled for sixty (60) months)
2. Construction dumpster 30 yd: \$ 500.⁰⁰ Flat Rate (Drop Off/Pickup/Disposal/Rent) - Estimated Five Year Usage 83 pick ups (1 Each Dumpster)
3. Construction dumpster 40 yd: \$ 500.⁰⁰ Flat Rate (Drop Off/Pickup/Disposal/Rent) - Estimated Five Year Usage 100 pick ups (1 Each Dumpster)
4. MSH Residential Housing Curbside Pickup \$ 500.⁰⁰ Per Month (1/WK/Wednesday - 26 each, 64 gallon containers as scheduled for sixty (60) months)

ACKNOWLEDGEMENT OF AMENDMENTS: Bidders shall acknowledge the receipts of amendments by placing an "X" by each amendment number received:

Amendment No. 1 () Amendment No. 2 ☒ Amendment No. 3 () Amendment No. 4 ()

Name of Company Republic Services Telephone 601-613-8697

Address 1035 Old Brandon Road

City/State/Zip Code Flowood, MS 39232

Authorized Binding Signature Bob Bricketts

Title Sales Manager Email Address Bricketts@RepublicServices.com

Date 1/20/2025 Certificate of Responsibility No. 06774-SC

We submit the above prices and agree to initiate services within 30 calendar days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the initial proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the Mississippi State Hospital, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offeror in whole or part without the written consent of Mississippi State Hospital.

MS STATE HOSPITAL
Whitfield, MS

Location	Freq	Serv/Days	Size	Qty	Waste Type	Cyds/Month	Price/Month
1H-20H	1	W	64	26	General	na	\$500.00
201W/1	3	MWF	4	1	General	51.96	\$179.26
201W/2	3	MWF	4	1	General	51.96	\$179.26
203W/3	3	MWF	4	1	General	51.96	\$179.26
203W/4	3	MWF	4	1	General	51.96	\$179.26
23OC	3	MWF	6	1	General	77.94	\$268.89
28NH	3	MWF	8	1	General	103.92	\$358.52
29NH	3	MWF	8	1	General	103.92	\$358.52
31NH	3	MWF	8	1	General	103.92	\$358.52
32W/41NH	3	MWF	8	1	General	103.92	\$358.52
33NH	3	MWF	8	1	General	103.92	\$358.52
34NH	3	MWF	8	1	General	103.92	\$358.52
35W	3	MWF	4	1	General	51.96	\$179.26
36W/37	1	W	6	1	General	25.98	\$89.63
39W	3	MWF	8	1	General	103.92	\$358.52
42D	3	MWF	4	1	General	51.96	\$179.26
45W	3	MWF	8	1	General	103.92	\$358.52
46W	3	MWF	8	1	General	103.92	\$358.52
48NH	3	MWF	4	1	General	51.96	\$179.26
50PH/51PY	2	MF	6	1	General	51.96	\$179.26
52MS	On Call	na	30	1	General	na	\$500.00
54L/43F/55P	3	MWF	8	1	General	103.92	\$358.52
55MS	On Call	na	40	1	General	na	\$500.00
60W	3	MWF	8	1	General	103.92	\$358.52
63W	3	MWF	8	1	General	103.92	\$358.52
64IM/65SE	3	MWF	8	1	General	103.92	\$358.52
67SO	1	W	6	1	General	25.98	\$89.63
69	3	MWF	6	1	General	77.94	\$268.89
71PR	2	MF	6	1	General	51.96	\$179.26
78NH	3	MWF	8	1	General	103.92	\$358.52
79/80/81/87	3	MWF	8	1	General	103.92	\$358.52
84/202R	1	W	4	1	General	17.32	\$59.75
90W	3	MWF	8	1	General	103.92	\$358.52
91C	1	W	2	1	General	8.66	\$29.88
93CW	1	W	4	1	General	17.32	\$59.75
99H	1	W	4	1	General	17.32	\$59.75

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 25TH DAY OF DECEMBER, 2024, personally came Marcus Bowers, publisher of the Rankin County News,

a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer in and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

NOTICE TO OFFERORS

Sealed request for proposals will be received by Mr. H.L. Lockhart, Materiel Management Director, Mississippi State Hospital, Building 93, P.O. Box 157-A, 3550 Hwy 468 West, Whitfield, MS 39193, up to and not later than 3:00 P.M. CST, Wednesday, January 22, 2025, for the following services and/or goods to be effective May 1, 2025 to April 30, 2030.

MSH RFP: 01.22.2025.488

(WASTE MANAGEMENT

SERVICES RFX: 3120003031)

At which time they will be opened. Contract/RFP documents and/or information may be obtained from: H.L. Lockhart/Materiel Management Director

P.O. Box 157-A/3550 Hwy 468 West
Whitfield, MS 39193

Telephone: (601) 351-8056

Fax: (601) 351-8094

E-Mail: Lockhart@msstate.ms.us

Mississippi State Hospital reserves the right to waive minor informalities and to reject any and all offers. Mississippi State Hospital also reserves the right to amend specifications or change the opening date upon reasonable notice to all who are known to have examined or requested a copy of the specifications from the designated authority.

Sincerely,

H.L. Lockhart
Materiel Management Director
December 18, 25, 2024
#1547

NOTICE TO OFFERORS

WASTE MANAGEMENT SERVICES

a copy of which is hereto attached, was published in said newspaper Two (2) consecutive weeks, as follows, to-wit:

Vol 177 No. 24 on the 18th day of December, 2024

Vol 177 No. 25 on the 25th day of December, 2024

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned
Marcus Bowers this 25th day of December, 2024

Frances Conger, Notary Public
FRANCES CONGER

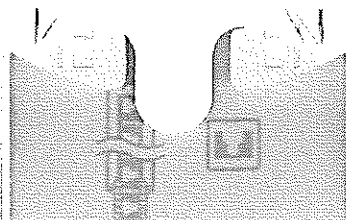
My Commission Expires: January 25, 2026

PRINTER'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

170 words at 22 per word..... \$37.40

Proof of Publication (2) 6.00

TOTAL..... **\$43.40**



REGISTER OF PROPOSALS

Received in Response to RFP No. 01.22.2025.488/RFX: 3120003031
For: Waste Management Services

Proposals Due: Wednesday, January 22, 2025 @ 3:00 P.M. Central Time

VENDOR	NUMBER OF MODIFICATIONS
Waste Pro	1
Republic Services, Inc.	0
Delta Waste Solutions	0
Waste Management	0

MSH MATERIEL MANAGEMENT BID TABULATION/RECORD

BID NO. 01.22.2025.488 RFP DATE 1/22/25 TIME 3:00 PM LOCATION 93CW
RFX: 3120003031
 BIDS MAILED 3 BIDS REC'D 4 BIDS REJECTED 1

WITNESSES				
NAME		TITLE		
<u>H.L. Lockhart</u>		<u>Purchasing Chief</u>		
<u>Shantae Ransom</u>		<u>Warehouse Team Lead</u>		
BIDS RECEIVED				
VENDOR	DATE	TIME	BID \$	COMMENTS
<u>Waste Pro</u>	<u>1/22/25</u>	<u>11:01 AM</u>		<u>Rejected (Non-Responsive)</u>
<u>Waste Management</u>	<u>1/20/25</u>	<u>10:32 AM</u>		<u>OK</u>
<u>Republic Services</u>	<u>1/21/25</u>	<u>9:37 AM</u>		<u>OK</u>
<u>Delta Waste Solutions</u>	<u>1/22/25</u>	<u>8:57 AM</u>		<u>OK</u>
BID(S) ACCEPTED				
VENDOR	BID AMOUNT		JUSTIFICATION	
<u>Republic Services</u>	<u>See bid Summary</u>		<u>Highest Evaluation Score</u>	

This is to certify that the above is an accurate and complete tabulation of bids received and opened on the date and at the time shown above.

H.L. Lockhart Purchasing Chief
 Signature Title

1/22/25
 Date

MSH BID OPENING ATTENDANCE LOG

MSH BID FILE NO: 01.22.2025.488
RF# 312000.3031

LOCATION: 93CW

DATE: 1/22/25

[illegible]

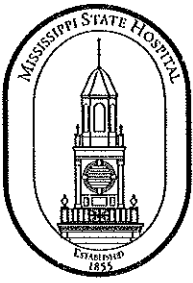
MSH BID FILE: 01.22.2025.488/RFX 3120003031 (Waste Management Services)

January 22, 2025 @ 3:00 P.M.

Vendor	Front End Loader	Dumpster 30 Yd.	Dumpster 40 Yd.	Residential Curbside
Waste Management	9066.23	525.00	575.00	430.00
Republic Services	8275.93	500.00	500.00	500.00
Delta Waste	9971.90	445.00	495.00	496.28

This is to certify that the above is an accurate and complete tabulation of proposals received and opened on the date and at the time shown above.

Signature: W. Schubert Date: 1-22-2025



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

Memo

To: Mississippi Office of Personal Services Contract Review

From: H.L. Lockhart/Purchasing Chief

Date: February 24, 2025

RE: AWARD RECONSIDERATION CERTIFICATION/POST AWARD DEBRIEFING CERTIFICATION

This is to certify that all prospective offerors for Mississippi State Hospital request for proposal 01.22.2025.488/RFX 3120003031, have been provided with adequate time to request reconsideration of award and no request or potential request is known. This is also to certify that all prospective offerors for Mississippi State Hospital request for proposal 01.22.2025.488/RFX 3120003031, have been provided with notice of their rights to request a post award debriefing and no such request has been received and/or is known.

Signature: H.L. Lockhart

Date: 2/24/2025

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/30/2024

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS:certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	NAIC #
	INSURER B: Indemnity Insurance Co of North America	22667
	INSURER C: Illinois Union Insurance Company	43575
	INSURER D:	27960
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2497901

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C57256862 - AOS WLR C57257672 - OR SCF C57257726 - WI WCU C57257829 - OH XS TNS C57194790 - TX NS/XS	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

Division Number: 4823 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Jackson // Republic Services of Jackson

CERTIFICATE HOLDER**CANCELLATION**

Mississippi State Hospital PO Box 157A Whitfield, MS 39193 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2497901

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C57194790) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

BFI WASTE SERVICES, LLC

Registered the 9th day of February, 2001

A Delaware LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

C T CORPORATION SYSTEM
645 LAKELAND EAST DR STE 101
FLOWOOD, MS 39232

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 17th day of September, 2024

Certificate Number: CN24196967

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



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
BFI WASTE SERVICES, LLC	Legal
Allied Waste Services of Brookhaven DBA	Previous Fictitious Name
Republic Services of Olive Branch DBA	Previous Fictitious Name
Republic Services of the Gulf Coast DBA	Previous Fictitious Name
Allied Waste Services of Jackson DBA	Previous Fictitious Name
Allied Waste Services of Olive Branch DBA	Previous Fictitious Name
Republic Services of Northern Mississippi DBA	Previous Fictitious Name
Allied Waste Services of Greenville - Leland DBA	Previous Fictitious Name
Allied Waste Services of the Gulf Coast DBA	Previous Fictitious Name
Allied Waste Services of Hattiesburg DBA	Previous Fictitious Name
Republic Services of Greenville - Leland DBA	Previous Fictitious Name
Allied Waste Services of Northern Mississippi DBA	Previous Fictitious Name
Republic Services of Jackson DBA	Previous Fictitious Name
Republic Services of Hattiesburg DBA	Previous Fictitious Name
Republic Services of Brookhaven DBA	Previous Fictitious Name
Republic Services of Brookhaven	Previous Fictitious Name
Allied Waste Services of Jackson	Fictitious Name
Allied Waste Services of Hattiesburg	Fictitious Name
Allied Waste Services of Northern Mississippi	Fictitious Name
Allied Waste Services of Greenville - Leland	Fictitious Name
Allied Waste Services of Brookhaven	Fictitious Name
Republic Services of Hattiesburg	Fictitious Name
Republic Services of Northern Mississippi	Fictitious Name
Republic Services of Greenville - Leland	Fictitious Name
Republic Services of Jackson	Fictitious Name
Republic Services of Brookhaven	Fictitious Name

Business Information

Business Type:

Business ID:

Status:

Effective Date:

State of Incorporation:

Principal Office Address:

Limited Liability Company

697824

Good Standing

02/09/2001

DE

18500 North Allied Way
Phoenix, AZ 85054

Registered Agent

Name

C T CORPORATION SYSTEM
645 LAKE LAND EAST DR STE 101
FLOWOOD, MS 39232

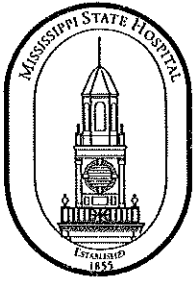
Officers & Directors

Name

Allied Waste North America, LLC
18500 North Allied Way
Phoenix, AZ 85054

Title

Member



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

To: Mr. Mike Bowling, Account Manager

From: H.L. Lockhart/Procurement Coordinator *HL*

Date: February 11, 2025

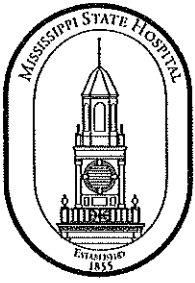
RE: **NOTICE OF INTENT TO AWARD**

Please consider this notice that the Mississippi State Hospital, after careful review, intends to award a contract to provide professional waste management services, as required by request for proposal 01.22.2025.488 (RFX 3120003031), to Republic Services, Inc. based on Republic having the highest evaluation score. Please be aware under Mississippi Public Procurement Review Board Office of Personal Services Contract Review Procurement Rules and Regulations, unsuccessful bidders may request reconsideration of MSH's intent to award a contract in accordance with Section 6.9.3.

Any Offeror may also submit a written request for debriefing to Lockhhl@msh.ms.gov at any time prior to 3:00 p.m. CST, February 18, 2025. Any request shall list the names and titles of all individuals who will attend the debriefing on behalf of the offeror and all questions or issues the offeror wishes to discuss at the debriefing.

Upon completion of the reconsideration period or resolution of any requests for reconsiderations filed, a contract will be issued to **Republic Services, Inc.**, contingent upon completion of successful negotiation of terms and conditions of the solicitation referenced above.

If you have any questions, you may contact me at (601) 351-8056 or by e-mail at lockhhl@msh.ms.gov.



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

To: Mrs. Leah Talbot, Area Director

From: H.L. Lockhart/Purchasing Chief *HL*

Date: February 11, 2025

RE: NOTICE OF INTENT TO AWARD

Please consider this notice that the Mississippi State Hospital (MSH), after careful review, intends to award a contract to provide professional waste management services, as required by request for proposal 01.22.2025.488/RFX 3120003031, to **Republic Services, Inc.**, based on Republic Services having the highest evaluation score. Please be aware under Mississippi Office of Personal Services Contract Review Procurement Rules and Regulations, unsuccessful bidders may request reconsideration of MSH's intent to award a contract in accordance with Section 6.9.3. Failure to file a request for reconsideration within the time frame stated in section 6.9.3 shall constitute a waiver of all reconsideration rights.

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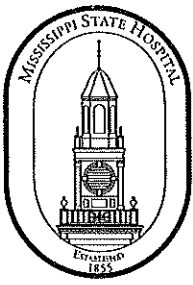
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Mississippi State Hospital appreciates your organization's interest and encourages your organization to continue to participate in our procurement processes.

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A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

To: Mr. Sander Ohnstad

From: H.L. Lockhart/Purchasing Chief *HL*

Date: February 11, 2025

RE: **NOTICE OF INTENT TO AWARD**

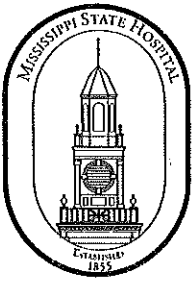
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MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

To: Mrs. Renee Perrodin-Curtis/Territory Account Manager

From: H.L. Lockhart/Purchasing Chief *HL*

Date: February 11, 2025

RE: **NOTICE OF INTENT TO AWARD**

Please consider this notice that the Mississippi State Hospital (MSH), after careful review, intends to award a contract to provide professional waste management services, as required by request for proposal 01.22.2025.488/RFX 3120003031, to **Republic Services, Inc.**, based on Republic Services having the highest evaluation score. Please be aware under Mississippi Office of Personal Services Contract Review Procurement Rules and Regulations, unsuccessful bidders may request reconsideration of MSH's intent to award a contract in accordance with Section 6.9.3. Failure to file a request for reconsideration within the time frame stated in section 6.9.3 shall constitute a waiver of all reconsideration rights.

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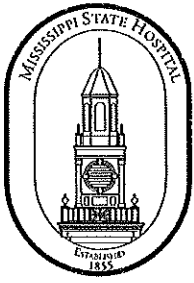
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A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

February 11, 2025

Waste Pro
Mrs. Renee Perrodin-Curtis
4517 Methodist Home Rd.
Jackson, MS 39213

RE: NOTICE OF PROPOSAL REJECTION

Dear: Mrs. Perrodin-Curtis

Reference is made to our request for proposal 01.22.2025.488/RFX 3120003031, for waste management services, dated December 13, 2024. Due to the fact that you failed to meet the proposal requirements, as required in the request for proposal specifications at pages 14 & 15, section 8, we have determined that your proposal is non-responsive and hereby reject your proposal, reserving such further rights we may have, to include issuing this request for proposal on a future date.

We regret any inconvenience this may have caused your company and hope that you will continue to submit offers on future solicitations. If you have any questions, please call me at (601) 351-8056.

Sincerely Yours,


H.L. Lockhart
Purchasing Chief

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

EVALUATION COMMITTEE REPORT

Mississippi State Hospital (MSH) received proposals for the following Offerors:

- Waste Pro
- Republic Services
- Delta Waste Solutions
- Waste Management

Waste Pro was deemed non-responsive. The evaluation committee did not evaluate Waste Pro's proposal. The remaining offerors' proposals were evaluated and received the following scores:

Offeror Name	Technical Score	Management Score	Cost Score	Overall Score	Overall Rank
Republic	75	87	114	276	1
Delta Waste	75	87	102	264	3
Waste Mang	75	84	111	270	2

Mississippi State Hospital intends to award a contract to: Republic Services

The intended awardee was selected because: They scored the highest evaluation score

Evaluation Committee Members

Name	Job Title	Member	State Employee
Tiffany Jefferson	Environmental Services Director	Yes	Yes
Betty Thompson	Custodian Supervisor	Yes	Yes
Jennie Miner	Custodian Supervisor	Yes	Yes

Evaluation committee scoresheets are attached hereto. The full agency procurement file is available for public inspection at msh.ms.gov/bids-and-public-notice.

Any offeror may submit a written request for debriefing to Lockhhl@msh.ms.gov at any time prior to 3:00 P.M., February 18, 2025. Any request shall list the names and titles of all individuals who will attend the debriefing on behalf of Offeror and all questions or issues the offeror wishes to discuss at the debriefing.

Any unsuccessful offeror may request reconsideration of MSH's intent to award a contract in accordance with Section 6.9.3 of the PPRB OPSCR Rules and Regulations.

CONFLICT OF INTEREST CERTIFICATION

Waste Management Services

Mississippi State Hospital

Request for Proposal: RFX 3120003031

Name: Betty Thompson

I am a(n): Evaluation Committee Member X

Evaluation Committee Advisor _____

Agency Procurement Official _____

I Have/Have not – Circle the correct response) reviewed a list of all offerors who responded to RFX 3120003031

I Have/Have not – Circle the correct response) reviewed the Mississippi Ethics in Government Laws

I hereby certify that I have no personal financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or their parent or subsidiary organization.

Signature: Betty Thompson

Date/Time: 2/6/2025 9:00 AM

Date/Time Evaluation Begins: 9:30 AM 2/6/2025

The Mississippi Ethics in Government Laws are codified at Mississippi Code Annotated 25-4-101 through 25-4-121 and are attached hereto. *

CONFLICT OF INTEREST CERTIFICATION

Waste Management Services

Mississippi State Hospital

Request for Proposal: RFX 3120003031

Name:

Jennie Minor

I am a(n): Evaluation Committee Member

X

Evaluation Committee Advisor

Agency Procurement Official

I (Have) Have not – Circle the correct response) reviewed a list of all offerors who responded to RFX 3120003031

I (Have) Have not – Circle the correct response) reviewed the Mississippi Ethics in Government Laws

I hereby certify that I have no personal financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or their parent or subsidiary organization.

Signature:

Jennie Minor

Date/Time:

2/6/2025 9:00 AM

Date/Time Evaluation Begins:

9:30 AM 2/6/2025

The Mississippi Ethics in Government Laws are codified at Mississippi Code Annotated 25-4-101 through 25-4-121 and are attached hereto. *

CONFLICT OF INTEREST CERTIFICATION

Waste Management Services

Mississippi State Hospital

Request for Proposal: RFX 3120003031

Name: -

Tiffany Jefferson

I am a(n): Evaluation Committee Member X

Evaluation Committee Advisor _____

Agency Procurement Official _____

I (Have) Have not – Circle the correct response) reviewed a list of all offerors who responded to RFX 3120003031

I (Have) Have not – Circle the correct response) reviewed the Mississippi Ethics in Government Laws

I hereby certify that I have no personal financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or their parent or subsidiary organization.

Signature: Tiffany Jefferson

Date/Time: 2/6/2025 9:00 AM

Date/Time Evaluation Begins: 9:30 AM 2/6/2025

The Mississippi Ethics in Government Laws are codified at Mississippi Code Annotated 25-4-101 through 25-4-121 and are attached hereto. *

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Waste Management

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ☒ No: ☐ Rating: 90

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	15	
Qualifications & abilities of assigned personnel (Management)	10	8	
The proposed plan for providing services (Management)	5	5	
Personnel, equipment and facilities available or to made available (Management)	15	15	
Record of past performance (Technical)	5	5	
Regulatory Compliance (Technical)	5	5	
Training Services Offered (Technical)	5	0	No info
Cost Reduction/Performance Improvement (Cost)	5	5	
Proposed price (Cost)	35	32	

TOTAL SCORE	90	100 Maximum Points	Score: 90	
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Evaluator's Signature: Jennie Myer

Job Title: Custodian Supervisor

Date: 2/6/2025

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Delta Waste Solutions

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ✓ No: _____ Rating: 88

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	15	
Qualifications & abilities of assigned personnel (Management)	10	9	
The proposed plan for providing services (Management)	5	5	
Personnel, equipment and facilities available or to made available (Management)	15	15	
Record of past performance (Technical)	5	5	
Regulatory Compliance (Technical)	5	5	
Training Services Offered (Technical)	5	0	
Cost Reduction/Performance Improvement (Cost)	5	5	
Proposed price (Cost)	35	29	

TOTAL SCORE	88	100 Maximum Points	Score: 88	
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Evaluator's Signature: Jessie M. Munoz

Job Title: Custodian Supervisor

Date: 2/6/2025

ATTACHMENT - D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Republic Services, Inc.

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ☒ No: ☐ Rating: 92

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	13	
Qualifications & abilities of assigned personnel (Management)	10	10	
The proposed plan for providing services (Management)	5	4	
Personnel, equipment and facilities available or to made available (Management)	15	15	
Record of past performance (Technical)	5	5	
Regulatory Compliance (Technical)	5	4	
Training Services Offered (Technical)	5	3	
Cost Reduction/Performance Improvement (Cost)	5	3	
Proposed price (Cost)	35	30	

TOTAL SCORE	<u>92</u>	100 Maximum Points	Score: <u>92</u>
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Evaluator's Signature: Jennifer Minner

Job Title: Custody Supervisor

Date: 2/10/2025

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Waste Management

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ☒ No: ☐ Rating: 90

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	15	
Qualifications & abilities of assigned personnel (Management)	10	8	
The proposed plan for providing services (Management)	5	5	
Personnel, equipment and facilities available or to be made available (Management)	15	15	
Record of past performance (Technical)	5	5	
Regulatory Compliance (Technical)	5	3	
Training Services Offered (Technical)	5	0	No info on training
Cost Reduction/Performance Improvement (Cost)	5	5	
Proposed price (Cost)	35	32	

TOTAL SCORE 90 100 Maximum Points Score: 90

Evaluator's Signature: Jeffery Jefferson

Job Title: Director of Environmental Services

Date: 2/6/2025

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Republic Services, Inc.

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ☒ No: ☐ Rating: 92

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	13	
Qualifications & abilities of assigned personnel (Management)	10	10	
The proposed plan for providing services (Management)	5	4	
Personnel, equipment and facilities available or to made available (Management)	15	15	
Record of past performance (Technical)	5	5	Very good feedback from clients
Regulatory Compliance (Technical)	5	4	
Training Services Offered (Technical)	5	3	Very little info on training
Cost Reduction/Performance Improvement (Cost)	5	3	
Proposed price (Cost)	35	35	

TOTAL SCORE	<u>92</u>	100 Maximum Points	Score: <u>92</u>
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Evaluator's Signature: Tiffany Jefferson

Job Title: Environmental Services Director

Date: 2/6/2025

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Delta Waste Solutions

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ✓ No: _____ Rating: 88

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	15	
Qualifications & abilities of assigned personnel (Management)	10	9	
The proposed plan for providing services (Management)	5	5	
Personnel, equipment and facilities available or to made available (Management)	15	15	
Record of past performance (Technical)	5	5	
Regulatory Compliance (Technical)	5	5	
Training Services Offered (Technical)	5	0	No info on training
Cost Reduction/Performance Improvement (Cost)	5	5	
Proposed price (Cost)	35	29	

TOTAL SCORE	<u>88</u>	100 Maximum Points	Score: <u>88</u>	
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Evaluator's Signature: Jeffery Jefferson

Job Title: Environmental Services Director

Date: 2/6/25

ATTACHMENT - D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Republic Services, Inc.

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ☒ No: ☐ Rating: 92

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	13	
Qualifications & abilities of assigned personnel (Management)	10	10	
The proposed plan for providing services (Management)	5	4	
Personnel, equipment and facilities available or to be made available (Management)	15	15	
Record of past performance (Technical)	5	5	
Regulatory Compliance (Technical)	5	4	
Training Services Offered (Technical)	5	3	
Cost Reduction/Performance Improvement (Cost)	5	3	
Proposed price (Cost)	35	35	

TOTAL SCORE	<u>92</u>	100 Maximum Points	Score: <u>92</u>
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Evaluator's Signature: Betty Johnson

Job Title: Contract Supervisor

Date: 2/6/2025

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Waste Management

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ☒ No: ☐ Rating: 90

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	15	
Qualifications & abilities of assigned personnel (Management)	10	8	
The proposed plan for providing services (Management)	5	5	
Personnel, equipment and facilities available or to made available (Management)	15	15	
Record of past performance (Technical)	5	5	
Regulatory Compliance (Technical)	5	5	
Training Services Offered (Technical)	5	0	
Cost Reduction/Performance Improvement (Cost)	5	5	
Proposed price (Cost)	35	32	

TOTAL SCORE	<u>90</u>	100 Maximum Points	Score: <u>90</u>
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Evaluator's Signature: Betty Thompson

Job Title: Custodial Supervisor

Date: 2/16/2025

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Delta Waste Solutions

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: ✓ No: _____ Rating: 88

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15	15	
Qualifications & abilities of assigned personnel (Management)	10	9	
The proposed plan for providing services (Management)	5	5	
Personnel, equipment and facilities available or to made available (Management)	15	15	
Record of past performance (Technical)	5	5	
Regulatory Compliance (Technical)	5	5	
Training Services Offered (Technical)	5	0	Couldn't find any info
Cost Reduction/Performance Improvement (Cost)	5	5	
Proposed price (Cost)	35	29	

TOTAL SCORE	<u>88</u>	100 Maximum Points	Score: <u>88</u>	
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Evaluator's Signature

Job Title:

Date:

Betty Thompson
Custodian Supervisor
2/6/2025

ATTACHMENT – D

WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 01.22.2025.488

VENDOR: Waste Pro

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: _____ No: ☒ Rating: _____

Comments: Non-Responsive (Did not comply with Section 8.5 OF the RFP)

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services (Technical)	15		
Qualifications & abilities of assigned personnel (Management)	10		
The proposed plan for providing services (Management)	5		
Personnel, equipment and facilities available or to made available (Management)	15		
Record of past performance (Technical)	5		
Regulatory Compliance (Technical)	5		
Training Services Offered (Technical)	5		
Cost Reduction/Performance Improvement (Cost)	5		
Proposed price (Cost)	35		

TOTAL SCORE	100 Maximum Points	Score:	
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Evaluator's Signature: _____

Job Title: _____

Date: _____