

**EMERGENCY AGREEMENT
FOR SOLID WASTE SERVICES
BETWEEN THE CITY OF JACKSON, MISSISSIPPI
AND
RICHARD'S DISPOSAL, INC.**

This Agreement made and entered into on this the 17 day of February, 2022, by and between the City of Jackson, Mississippi, hereinafter referred to as the "City" and Richard's Disposal, Inc., a corporation, hereinafter referred to as "Contractor". This Agreement is entered into pursuant to the statutory authority outlined in Miss. Code Ann. §§ 33-15-17 and 33-15-31 and the Mayoral Proclamation of Local Emergency for Residential Garbage Collection issue by Mayor Chokwe Lumumba, Jr. February 11, 2022.

WITNESETH

WHEREAS, the City is desirous of securing solid waste collection services from Contractor; and

WHEREAS, Contractor desires to provide solid waste collection services to the City;

NOW, THEREFORE, it is hereby agreed as follows:

1. DEFINITIONS:

- 1.1 APPROVED GARBAGE CONTAINER** - Approved Garbage Container shall mean a Bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover.
- 1.2 BAG** - A plastic sack designed to store and enclose Garbage with sufficient wall strength to maintain physical integrity when lifted by its top.
- 1.3 BULK WASTE** - Stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other waste materials, other than Construction and Demolition Debris and Hazardous Waste, with weights or volumes that preclude or complicate their handling by normal solid waste collection, processing, or disposal methods.
- 1.4 COLLECTION** - The act of removing solid waste from a Residential Unit.
- 1.5 COMMERCIAL SOLID WASTE** - All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.
- 1.6 CONSTRUCTION AND DEMOLITION WASTE** - Solid waste resulting from construction, remodeling, repair, or demolition operations on buildings, or other structures, including inert debris, land-clearing debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar material.

- 1.7 **GARBAGE** – All putrescible and non-putrescible waste generated from normal (non-storm related) household and office maintenance, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste or vegetable matter which is likely to attract flies or rodent, but excluding sewage, human waste, and animal waste.
- 1.8 **HAZARDOUS WASTE** - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- 1.9 **PERSON** - Any individual, corporation, association, partnership, unit of government, state agency, federal agency, or other legal entity.
- 1.10 **RESIDENTIAL UNIT** - A free standing structure within the Service Area constructed for use as a residence and occupied by a person or group of persons comprising a family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit.
- 1.11 **SERVICE AREA** – The area within the city limits of the City of Jackson, Mississippi, including any annexed areas.
- 1.12 **SOLID WASTE DISPOSAL SITE** – A facility at which municipal solid waste can be disposed, including a landfill and transfer station.
- 1.13 **YARD DEBRIS** – Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawn and gardens, which are separated from other solid waste.

2. **TERM**

The term of this emergency Agreement shall begin April 1, 2022 or within six (6) weeks of issuance of the Notice to Proceed by the City of Jackson, whichever is later, (the "Commencement Date") and continue through March 31, 2023 (the "Initial Term"); provided however, that the Agreement may be terminated upon at least sixty (60) days written notice of procurement of a permanent contract for residential solid waste collection. Within fourteen (14) days of receipt of a fully executed Agreement that has been approved by the City Council or otherwise authorized by a Court of Competent jurisdiction, the City of Jackson shall issue a Notice to Proceed.

3. SERVICES

3.1 General Services. Contractor agrees, in accordance with the terms and conditions of this Agreement, to furnish all services and equipment necessary for the collection and transportation of Garbage, Yard Debris, and Bulk Waste from Residential Units located within the Service Area to the Solid Waste Disposal Sites designated in Section 14.1.

3.2 Garbage. Contractor shall collect Garbage from the curbside of all Residential Units located within the Service Area at a frequency of two (2) times per week.

3.3 Bulk Waste. Contractor shall collect up to two (2) items of Bulk Waste from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week.

3.4 Yard Debris. Contractor agrees to collect all containerized Yard Debris and up to two (2) cubic yards of uncontainerized Yard Debris, excluding leaves and yard clippings, from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week. Contractor shall not be responsible for the collection of leaves and grass clippings that are not containerized, nor shall Contractor be responsible for collecting more than two (2) cubic yards of uncontainerized Yard Debris from any Residential Unit on the designated collection day for such Residential Unit. Should Contractor suspect that a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris, Contractor shall notify the City, within twenty-four (24) hours, of the location of such Residential Unit. Contractor and the City shall make a mutual determination of whether a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris for collection. Should the parties determine that a Residential Unit placed more than two (2) cubic yards of uncontainerized Yard Debris for collection, Contractor shall not be required to collect any of the uncontainerized Yard Debris from such Residential Unit. The City shall then collect such Yard Debris in accordance with the Jackson Code of Ordinances of the City.

3.5 Municipal Buildings and Facilities. At no additional charge to the City, Contractor shall collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth on Exhibit A, which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number and size of containers to be provided to each municipal building and facility for collection of solid waste.

3.6 [Reserved]

3.7 Monthly Roll-Off Services. At no additional charge to the City, one day each month, Contractor shall deliver one (1) thirty (30) cubic yard roll-off container to each of the seven (7) wards of the City for the collection of solid waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location that each roll-off container is to be delivered. Each roll-off container shall be available to the City and residents of the City between the hours of 7 A.M. and 5 P.M. on the date selected by the

City, after which, Contractor will transport any waste collected to Little Dixie Landfill, located at 1716 N. County Line Road, Ridgeland, MS, or such other Solid Waste Disposal Site as the parties may mutually agree. The City shall be responsible for providing personnel at each location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.

3.8 Storm Debris. Contractor shall not be responsible for the collection or disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control. In the event of such a flood, hurricane or other act of God, Contractor and the City shall negotiate the payment to be made to Contractor for additional services, if Contractor and City agree that the increased volume is to be handled by Contractor. Further, if the City and Contractor reach such an agreement, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.

3.9 Discontinuance of Services. Contractor shall discontinue collection service at any location set forth in a written notice sent to Contractor by the City. Upon further notification by the City, Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from Contractor's discontinuing service at any location at the direction of the City.

4. HOUSE COUNT

4.1 Initial House Count: For purposes of this emergency contract all parties agree the house count, based on the number of habitable structures, is set at 53,869.

4.2 [Reserved].

5. NEWLY DEVELOPED AND ANNEXED AREAS

If additional territory is annexed into the City subsequent to the execution of this Agreement, the City shall provide written notice to Contractor of the addition of the annexed areas. Contractor will, within thirty (30) days of receipt of such notification from the City, provide the same frequency and quality of service to the annexed areas required by this Agreement. As new homes are constructed and occupied in the City, Contractor shall, after receiving thirty (30) days notification by the City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The compensation payable to Contractor shall be adjusted based on the per Residential Unit costs for services provided under this Section 5. Contractor shall be responsible for notifying the City of all locations being serviced which do not appear on the billing register.

6. POINT OF CONTACT

All dealings, contacts, etc., between Contractor and the City shall be directed by Contractor to the Solid Waste Division Manager or the designee of the Solid Waste Division Manager.

7. **CONTAINERS**

7.1 **Approved Garbage Containers.** Contractor is not responsible for providing Approved Garbage Containers to Residential Units.

7.2 [Reserved].

7.3 [Reserved].

7.4 [Reserved].

7.5 **Required Use.** Contractor is not responsible for collecting Garbage from Residential Units that is not contained within an Approved Garbage Container.

8. **EXTRAORDINARY WASTE MATERIALS**

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Construction and Demolition Waste, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

9. **OFFICE AND TELEPHONE CONTACT**

Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

10. **COMPENSATION**

10.1 **Compensation for Collection and Hauling Services.** As compensation for the collection and hauling of Garbage, Bulk Waste, and Yard Debris, the City shall pay to Contractor the sum of Fifteen and 00/100 Dollars (\$15.00) per Residential Unit per month. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with Section 14.2.

10.2 **Compensation for Startup Costs.** Pursuant to Miss. Code Ann. § 33-15-17(d), the governing body of the City of Jackson is responsible for reviewing and approving the need for continuing the local emergency. The Parties hereto understand and agree that the Contractor will incur initial operating and start-up costs associated therewith, including but not limited to truck leases, building lease, performance bond, insurance, equipment, server, computers, phone, software, fuel tank utilities, and travel expenses, to provide the emergency protective services needed by the City under this Agreement. Upon execution of this Agreement, the Parties agree that should the City Council fail to

approve the need for continuing the local emergency or fail to authorize compensation for this Agreement and performance under this Agreement is suspended or terminated, the City shall reimburse the Contractor for the amount of such reasonable itemized operating and start-up costs incurred by the Contractor in connection with this Agreement.

10.3 Pricing Adjustment for House Count. From the Commencement Date until the completion of the Initial House Count, the total number of Residential Units for which Contractor shall be compensated in accordance with Section 10 is 53,869. Notwithstanding the foregoing, if additional Residential Units are added to the Service Area as a result of annexation by the City, Contractor's compensation shall be adjusted immediately and without the necessity of an Additional House Count. For purposes of determining the amount of Contractor's monthly compensation, in no event shall the house count be below 53,869 Residential Units during the term of this Agreement.

10.4 C.P.I. Adjustments. The Compensation payable by the City to the Company under Section 10.1 shall be adjusted annually by the same percentage as the Consumer Price Index for All Urban Consumers, Garbage and Trash Collection, (1983=100), Not Seasonally Adjusted, (published by the Bureau of Labor Statistics, U.S. Department of Labor) ("C.P.I.") shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

10.5 Taxes and Surcharges. In the event that Contractor becomes liable for or is required to pay any governmental tax or surcharge in connection with the services provided for under the terms of this Agreement, such tax or surcharge shall be the responsibility of the City and shall be payable to Contractor in addition to Contractor's normal monthly compensation.

10.6 Submission and Payment of Bills. Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25th day following the end of such month.

11. PERFORMANCE BOND:

Within five (5) days of receipt of a fully executed Agreement by Contractor and Notice to Proceed from the City of Jackson, Contractor shall furnish and provide a performance bond in the amount of One Million Dollars (\$1,000,000.00) to secure Contractor's performance of this Agreement. The bond shall remain in full force and effect for the duration of the Agreement and shall be valid and irrevocable for the duration of the Agreement.

The bond shall serve as security for the faithful performance of this Agreement and shall not be released until expiration of this Agreement. A duly authorized surety company, licensed and doing business in Mississippi and countersigned by a resident agent, shall issue the surety on such bond. The performance bond shall be procured at Contractor's expense. The City reserves the right to review the bond and require Contractor to provide a substitute bond, at Contractor's expense, in such form as the City may reasonably require. The City further reserves the right to require Contractor, at Contractor's expense, to provide an updated bond based upon the value of the contract and the services performed. The bonds must specifically refer to this Agreement and shall bind the surety to all the terms and conditions of this Agreement.

12. HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day	Dr. Martin Luther King's Birthday
Thanksgiving Day	Independence Day
Christmas Day	

Contractor is not required to provide a make-up day to collect solid waste from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements serving the affected area.

13. INDEMNITY

Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

14. DISPOSAL

14.1 Designated Disposal Sites and Processing Facilities. All Garbage, Bulk Waste, and Yard Debris collected by Contractor shall be delivered by Contractor to the Waste Management Clearview Landfill located in Scott County, Mississippi or to Waste Management's MDEQ-permitted Transfer Station in the City of Jackson. The City has the authority to require that Garbage, Bulk Waste, and Yard Debris be delivered to such other Solid Waste Disposal Sites or Materials Processing Facilities as the City may designate; provided, however, that in such event, Contractor's compensation shall be subject to adjustments as addressed in Section 10.

14.2 Disposal Charges. The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 14.1 or otherwise designated by the City, and any such charges paid by the Contractor, plus a reasonable margin, will be billed to the City separately from the compensation set forth in Section 10.1 and will be paid by the City.

15. INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

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

Contractor shall provide proof of existence of said policies to the City prior to the Commencement Date of the Agreement. The City shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

16. LOCATION OF COLLECTION

Approved Garbage Containers shall be placed in a location that is readily accessible to Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street. The City will aid Contractor in resolving problems relating to the location of Approved Garbage Containers.

17. SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

Contractor shall furnish to the City on a monthly basis:

A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.

B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

18. NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the existing service, within ten (10) days of the execution of this Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

19. CONTRACTOR'S PERSONNEL

19.1 Contractor shall assign a qualified person to be in charge of its performance of this Contract.

19.2 Contractor's collection employees shall wear a uniform and shirt bearing Contractor's name and the name of the individual employee.

19.3 Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

19.4 Contractor shall provide operating and safety training for all personnel.

19.5 No person shall be denied employment by Contractor for reasons of age, race, sex, creed, or religion or national origin.

20. **FORCE MAJEURE.**

From and after the Commencement Date, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

21. **PERMITS AND LICENSES**

Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

22. **TERMINATION**

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

22.1 **TERMINATION FOR CONVENIENCE**

A. Either party may terminate this contract in whole or in part, for convenience. The terminating party shall give written notice of the termination to the other party specifying the part of the contract terminated and when termination becomes effective.

B. 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 also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the City to the extent that Contractor is authorized to do so. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

23. EXCLUSIVE CONTRACT

Contractor shall have the sole and exclusive right to provide residential solid waste collection services for and on behalf of the City. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from other commercial, institutional and industrial units within the City.

24. NOTICE

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified United States Mail as provided herein.

City: **City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201**

with a copy to: **City Attorney
Office of the City Attorney
455 East Capitol Street
Jackson, Mississippi 39201**

and: **Public Works Director
Warren Hood Administration Building
200 South President Street
Jackson, Mississippi 39201**

Contractor: **Mr. Alvin Richard
Richard's Disposal, Inc.
11600 Old Gentilly Road
New Orleans, Louisiana 70129**

with a copy to: **John L. Walker, Esq.
Walker Group, PC
P.O. Box 22849
Jackson, Mississippi 39225-2849**

25. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of Contractor where conflicting ordinances exists.

27. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Mississippi both as to interpretation and performance.

28. SUCCESSORS AND ASSIGNS

This Agreement may not be assigned by any party without the prior written consent of the other part. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

29. MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION:

Contractor agrees that it will strive to comply with the Equal Business Opportunity Plan attached hereto as Exhibit B. Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local ordinance.

[Signature page follows.]

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

THE CITY OF JACKSON, MISSISSIPPI

Angela Haner

Witness

BY: *[Signature]*

ITS: Mayor

RICHARD'S DISPOSAL, INC.

Deidra

Witness

BY: *[Signature]*

ITS: President

EXHIBIT A

City Facilities Collection Schedule

[Attached]

EXHIBIT B

Equal Business Opportunity Plan

[Attached]

Exhibit A
Solid Waste Collection for City Facilities

Facility	Location	Number of Dumpsters/ Garbage Can	Size of Dumpsters	Collection Per Week
Jackson City Complex	200 S. President	1	8	5
Mynelle Gardens	4736 S. Clinton Blvd	1	4	2
Virden Teen Center	3159 Edwards Ave	1	8	1
Jones Daycare Center	2050 Martin Luther King Dr.	1	8	1
Ms. Arts Center	201 E. Pascagoula Street	1	8	3
Sykes Park	470 Sykes Park	1	6	2
Smith Wills Stadium	1200 Lakeland Drive	1	HP	5
Battlefield Park	953 W. Porter Street	8	HP	2
Aging Services	326 South Street	1	6	2
TL Love Community Center	2912 Holmes Avenue	1	8	o/c
Virden Park Daycare	3159 Edwards Avenue	1	HP	o/c
Golden Key Community Center	3450 Albermarle Road	1	HP	2
Water Plant	2302 Laurel Street	1	8	2
OB Curtis Water Plant	100 OB Curtis Drive	1	8	2
Engineering Water Maintenance	4225 Michael Avalon	2	8	2
Grove Park Golf Course	1800 Walter Welch	1	8	1
Champion Community Center	1355 Hattiesburg Street	1	HP	1
Sonny Guy Golf Course	3200 Woodrow Wilson	1	8	2
Traffic Engineering	Ford Avenue	1	8	2
Jayne Avenue Community Center	3615 Jayne Avenue	1	8	1
City Vehicle Maintenance	4225 Michael Avalon	1	8	3
Jackson Fire Garage	318 Oakdale	1	8	1
Jackson Fire Dept #1	555 S. West Street	1	4	2
Jackson Fire Station #23	2640 Raymond Rd.	1	HP	2
Jackson Fire Station #16	1400 Lakeland Dr.	1	HP	2
Jackson Fire Station #12	2435 McFadden Rd.	1	HP	2
Jackson Fire Station #14	3801 Lynch Street	1	HP	o/c
Jackson Fire Station #19	5810 Ridgewood Road	1	HP	2
Jackson Fire Station #6	101 Livingston Park Drive	1	HP	2
Jackson Fire Station #11	3860 Terry Road	1	HP	2
Jackson Fire Station #15	4943 Clinton Blvd.	1	HP	o/c
Jackson Fire Station #22	1590 Lakeshore Drive	1	HP	2
Jackson Fire Station #25	4084 N. Siwell Road	1	HP	2
Jackson Fire Station #20	4445 Medgar Evers Blvd	1	HP	2

Jackson Fire Station #24	1240 Wiggins Road	1	HP	2
Jackson Fire Station #3	333 E. Fortification Street	1	HP	2
Jackson Fire Station #5	1810 N. State Street	1	HP	2
Jackson Fire Station #7	4625 N. State Street	1	HP	2
Jackson Fire Station #17	1490 Canton Mart Road	1	HP	2
Jackson Fire Station #21	5381 Watkins Drive	1	HP	2
Jackson Fire Station #10	355 W. Woodrow Wilson Dr.	1	HP	2
Jackson Fire Station #26	2223 Flag Chapel Road	1	HP	o/c
JPD Headquarters	327 E. Pascagoula Street	1	8	4
JPD Precinct #3	3925 Northside Dr.	1	8	1
Jpd Training Center	3000 St. Charles Street	1	8	4
JPD Firing Range	1005 E. McDoweel Road	1	6	1
JPD Precinct #4	4940 Old Canton Road	1	HP	2
JPD Precinct #1	2941 Terry Road	1	HP	2
COJ Environmental Services	810 Ccooper Road	2	HP	o/c
Metrocenter Precinct 2	1000 Metrocenter Dr	1	20yd	1
Parks and Recreation	3880 Bullard	1	20yrd	2
Jackson Zoological Park	2918 W. Capitol St	1	20 yrd	2

Exhibit B

EQUAL BUSINESS OPPORTUNITY (EBO) PLAN

**CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN
APPLICATION**

I. Company Name: Richard's Disposal, Inc.
Address: 11600 Old Gentilly Rd.
City: New Orleans State: LA ZIP Code: 70129
Telephone: 504.241.2142
E-mail: support@richardsdisposal.com

II. Bid Name and Number: Request for Proposal for Solid Waste Collection

III. PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS: (SEE ATTACHMENTS)
If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3

IV. WAIVER REQUESTED (If you fail to meet either or all of the EBO Participation Goals check this box and follow the directions below to provide the required WAIVER STATEMENT. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)

* The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:

- (a) Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.
- (c) Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:
 1. The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.
 2. A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.

3. A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.
4. Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.
5. For each MBE and FBE contacted which the bidder or offeror considered to be not qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.
6. Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.
7. A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.

**If you are unable to locate an MBF/FBE, please contact the Business Development Division at (601) 960-1055.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

*(*Please list your MBE and FBE Project Participation percentages (%) in the Table below.)*

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services		6.78			3.03

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBF/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2014-3

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Alvin L. Richard Jr.
Authorized Signature and Title

11/22/21
Date

PRINT "AUTHORIZED" NAME HERE: Alvin L. Richard Jr

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms
(This Sheet is to be duplicated and used for each firm)

Company Name: Cascade Engineering Inc.
Address: 3400 Innovation Court Street SE
City, State, ZIP: Grand Rapids, MI 49512
Contact Person: Bob Durdin
Telephone Number: 906.569.1883

Type Trade/Business: Curts

Type Minority Business (MBE/FBE)

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protégé

Type Work or Service to be Performed: Supply Curts, Assemble, deliver, & maintain repairs
Scope of Work to be Performed: Supply Curts, Assemble, Deliver, & Maintain Repairs
Percentage of MBE and/or FBE Participation: 3.03 %

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms
(This Sheet is to be duplicated and used for each firm)

Company Name: Expert Professional Solutions, Inc Type Trade/Business: Information Technol.
Address: 1230 Raymond Rd, Suite 1012
City, State, ZIP: Jackson, MS 39204
Contact Person: Ajit Webster
Telephone Number: 601.879.5116

Type Minority Business (MBE/FBE).

- Female (FBE)
- African-American (AABE)
- Asian (ABE)
- Hispanic (HBE)
- Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protégé

Type Work or Service to be Performed: Information Technology

Scope of Work to be Performed: Information Technology

Percentage of MBE and/or FBE Participation: 61.78 %

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT
Proposed Minority/Female Business Enterprise Firms
(This Sheet is to be duplicated and used for each firm)

Company Name: AQP Construction & Consulting Type Trade/Business: Construction & Consulting
Address: 329 Columbus St
City, State, ZIP: Jackson, MS 39201
Contact Person: Mike Walker
Telephone Number: 601.832.6468

- Type Minority Business (MBE/FBE):
- Female (FBE)
 - African-American (AABE)
 - Asian (ABE)
 - Hispanic (HBE)
 - Native American (NABE)

Type Minority Business (MBE/FBE) Involvement:

- Subcontractor
- Supplier
- Joint Venture
- Mentor-Protégé

Type Work or Service to be Performed: Consulting
Scope of Work to be Performed: consulting
Percentage of MBE and/or FBE Participation: 6.78 %

RICHARD'S DISPOSAL, INC.

11600 Old Gentilly Road
New Orleans, LA 70129

Phone: (504) 241-2142

Fax: (504) 244-9799

November 23, 2021

Yika Hoover
Minority Business Development Manager
Equal Business Opportunity Division
City of Jackson
200 South President Street
2nd Floor, Suite 223
Jackson, MS. 39201

RE: EBO WAIVER REQUESTED for Solid Waste Collection Services City of Jackson, Mississippi

Dear Yika Hoover:

Thank you for the opportunity to submit a proposal to The City of Jackson to provide residential solid waste collection and transportation.

Richard's Disposal, Inc. (RDI) is committed to the principle of non-discrimination and is fully willing to adhere to Jackson's EBO Policy.

We have utilized the Registered Directory and have not found anyone certified as an ABE or HBE to work with for this solid waste contract. We are willing to work with Jackson's EBO Office to continue searching to find certified vendors in these categories to work with before the contract begins.

Thank You,



Alvin L. Richard Jr.
Owner/President

