

# Hinds County

## Request for Proposals (RFP)

Residential Solid Waste Collections and Disposal

### RFP SCHEDULE OF ACTIVITIES

RFP Released	05/11/2023
Deadline to Submit Questions to Hinds County	9:00 A.M./P.M. 05/26/2023
Question and Answers Posted	May 31, 2023
Proposals Due to Hinds County	3:00 p.m. on 06/7/2023
Final Selection	06/15/2023
Contract Negotiations End	06/22/2023
Implementation of New Contract	07/01/2023

Hinds County

316 S President St., Jackson, MS 39201

CONTACT PHONE – 601.968-6501

CONTACT EMAIL – kwjones@co.hinds.ms.us

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## PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

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Hinds County is soliciting proposals from qualified environmental service providers interested in providing Residential Solid Waste Collections and Disposal. The County's intent of this RFP is to select a qualified and experienced contractor that can provide Hinds County with the aforementioned services in a safe manner while maintaining a high level of customer service at a value to the County.

This RFP process involves planning, soliciting, and evaluating proposals, and potentially selecting and negotiating with the selected contractor, and implementation of services at a determined date. If successful, contractor may be required to execute an Agreement with Hinds County.

### Program Goals and Objectives

Hinds County has established the following goals for contracting with an environmental services provider that:

- Meets Hinds County's needs and delivers high quality, dependable, and cost-effective services
- Sets high performance standards for:
  - service quality, including safety,
  - customer service
  - innovation and technology
- Educates, communicates with, and involves the community
- Minimizes environmental impacts associated with services

## RFP PROCESS

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### RFP SCHEDULE DETAILS

Please refer to the RFP Schedule of Activities provided on Page 1 for dates and deadlines associated with this RFP.

### Questions to Hinds County

Questions or comments regarding this RFP and the requested services will be accepted via email to **Hinds County Administrator Kenny Wayne Jones** at [kwjones@co.hinds.ms.us](mailto:kwjones@co.hinds.ms.us) until **3:00pm on May 26, 2023**.

Responses to Questions will be provided via an Addendum emailed to the entity(ies) posing questions no later than close of business on May 31, 2023.

### Proposals Due to Hinds County

Electronic proposals will be accepted by Hinds County via email until **3:00 p.m. on 06/7/2023**. In order to be considered for selection, responses must be received by Hinds County on or before the date and time specified. Proposals received after the stated time shall not be considered.

Printed proposals will be accepted by Hinds County in sealed boxes via hand delivery or courier delivery at Hinds County Board of Supervisors, **316 S President St., Jackson, MS 39201**, until **3:00 p.m. on 06/7/2023**. To be considered for selection, responses must be received by Hinds County on or before the date and time specified. Proposals received after the stated time shall not be considered.

## Proposal Evaluation

It is the intent of Hinds County to conduct a fair and comprehensive evaluation of all proposals received. Proposals will be evaluated for their overall responsiveness to the requirements and evaluation criteria of this RFP, as listed in the Proposal Evaluation section later in this document. Responding proposers will be notified in writing of their score within 15 days of the due date of this RFP response.

## SUBMISSION FORMAT

Electronic proposals shall be submitted in PDF format via email to Administrator Kenny Wayne Jones at [kwjones@co.hinds.ms.us](mailto:kwjones@co.hinds.ms.us), with the Respondent's firm name in the subject line along with: Responding to Request for Proposals (RFP: Residential Solid Waste Collections and Disposal).

If preferred, proposers shall submit seven (7) printed copies of their proposal, each in a three-ring binder, and place them in a sealed envelope that displays the proposer's firm name in addition to: "Responding to Request for Proposals (RFP) for Residential Solid Waste Collections and Disposal".

## SCOPE OF SERVICES

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### Contractor

The Contractor's work under this Contract shall include all the supervision, materials, equipment, labor, and all other items necessary to complete the collection and disposal delivery service of all residential garbage in bags and/or other containers generated within the unincorporated limits of the County during the term of the Contract, all in accordance with the terms and provisions hereof. The Contractor's work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, ice storm, windstorm, tornado, or other act of God. In the event of such flood, ice storm, windstorm, tornado, or other act of God, the Contractor and the County will negotiate the payment to be made to the Contractor for the collection and disposal of such increased volume.

### Term

This Contract shall be for an initial term of six (6) years from July 1, 2023, to and including June 30, 2029. The County shall have the option to extend the Contract for up to four (4) renewal terms of one (1) year each unless the County or Contractor elects to terminate this Contract effective upon expiration of the initial four (4) year term by giving the other party at least six (6) months prior written notice of termination by certified mail, return receipt requested.

In addition to rights created under this contract, the County may require continued performance of any services required of Contractor under the Contract at the current rates specified in the contract for a maximum of six (6) months from the expiration of the term of the Contract. The County may exercise this right by written notice to the Contractor prior to thirty (30) calendar days from Contract expiration.

### Collection Schedule

Collection of refuse shall not begin before 6:00 a.m. each day. Garbage and trash collection will be allowed on all weekdays and Saturdays as required. In special instances where the Company needs to work on Sunday, it shall first obtain written permission by the County Administrator. Exceptions to collection hours shall be affected only upon the approval of the County Administrator.

The following holidays may be observed by the Company:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

The Company may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday.

The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspapers serving the affected area.

**Collection Equipment**

All vehicles and other equipment furnished by the Contractor hereunder shall remain the sole property of Contractor and shall be kept in good repair and appearance. Each collection vehicle shall have clearly visible, on each side, the identity of the Collection Contractor.

**Office**

The Contractor shall maintain an office in Hinds County where there must be a person responsible for Contractor's performance of services available from 7:30 AM. to 5:00 P.M. on regular collection days, except Saturdays which shall be 8:00 A.M. to 12 Noon as needed. The Contractor shall have a telephone number which is toll-free for the residents of Hinds County.

**Hauling and Disposal**

All garbage hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented. All garbage collected for disposal by the Contractor shall be transported to the Disposal Site.

**Approved Containers**

Garbage placed for collection shall be stored in Approved Containers, as described herein. The Company shall not be required to collect garbage unless it is in Approved Containers. The Company shall not be responsible for collecting garbage from more than five (5) Approved Containers per residence. An "approved container" is a receptacle with a capacity of thirty (30) gallons or less not to exceed sixty (60) pounds, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors.

**Location of Collection**

The Residential Units will be required by the County to place garbage and trash in a location that is readily accessible to the Company and its equipment, not to exceed three (3) feet from curb or edge of traveled portion of road. Hinds County will aid the Company in resolving problems of garbage and trash location. In rural areas, pickups will be limited to mailbox locations, private roads will not be traveled.

**Bulky Collections**

A fee schedule for such services, in particular Bulky Waste with refrigerants removed and tagged by a certified technician, shall be supplied to the County Administrator.

**Special Collection Services**

The Collection Contractor shall not be obligated to collect any Hazardous Waste, Bulky Waste, Construction Debris, Dead Animals, Prohibited Waste, Dead Animals or Stable Matter and the County

may be asked to notify each Producer of the foregoing waste restrictions. The Collection Contractor may provide for the special collection of the wastes at its sole discretion and upon such terms and conditions as Collection Contractor shall specify. The Collection Contractor will make its own billing arrangements with the customer unit for these services.

### **Service Inquiries**

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

### **Notification Of Customers**

The Company shall notify all customers about service inquiry procedures, regulations, and day(s) of collection.

### **Company-Personnel**

The Company shall assign a qualified person or persons to be in charge of its performance of this Contract.

- The Company's collection employees shall wear a uniform or shirt bearing the Company's name.
- Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving.
- The Company shall provide operating and safety training for all personnel.
- No person shall be denied employment by the Company for reasons of age, race, sex, creed, or religion or national origin.

### **Compliance With Law**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, regulations, and County ordinances.

### **Nondiscrimination**

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

### **Minority Participation**

It is the intent of Hinds County, in the interest of providing equal opportunity and participation to all segments of the community, to achieve a goal of 30% minority participation in all activities and projects conducted or sponsored by Hinds County. In furtherance of this goal, it is the desire of Hinds County to include a significant percentage of minority/minority business participation in connection with all services/commodities provided in connection with this activity/project. It is the intent of Hinds County that this participation be construed to mean that a corresponding percentage to the participation of the compensation paid by Hinds County for the services/commodities rendered in connection with this activity/project. Pursuant to State law, "minority business" is defined as a business which is owned by a person who is a citizen or lawful permanent resident of the United States and who is:

- a) Black: having origins in any of the black racial groups of Africa.
- b) Hispanic: of Mexican, Puerto Rican, Central of South American, or other Spanish or Portuguese culture or origin regardless of race.

- c) Asian American: having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
- d) American Indian or Alaskan Native: having origins in any of the original people of North America.
- e) Female.

All persons/entities wishing to provide services/commodities to Hinds County shall submit a specific written statement describing their status and the manner in which they propose to comply with this provision. Failure to demonstrate compliance to the satisfaction of Hinds County shall result in a proposal being deemed non-responsive to the specifications required by Hinds County for the fulfillment of this activity/project.

Following the acceptance of a proposal for services/commodities, the successful candidate shall, within forty-five (45) days of such acceptance, delineating the specific method(s) of compliance, including identities and areas of participation of minority participants. At the time of execution of a contract with the County, the Contractor must identify those minority owned businesses of persons who will participate in the contract as subcontractors or vendors.

The Hinds County Board of Supervisors shall have the authority and discretion to determine whether a proposal is responsive to this statement of intent.

### **Bid Bond**

Enclose a Certified Check or a Bid Bond in the amount equal to \$25,000.00 (twenty five thousand dollars) of the total value of the first year of the potential contract amount made payable to Hinds County. It is agreed that Certified Check or Bid Bond shall be collected and retained by the Owner as liquidated damages in the event this Bid is accepted by the Owner within ninety (90) days after the Bids are received and the undersigned fails to execute the contract within thirty (30) days after the date said Bid is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

### **Performance Bond**

During the term of this Agreement, the Company shall furnish to the County a surety bond in the amount of not less than \$200,000.00 as security for the performance of its duties. Premiums for the bond shall be paid by Company and evidence of such payment shall be furnished to the County upon request. The surety on the bond shall be a duly authorized surety company authorized to do business in the State of Mississippi.

### **Indemnity**

The Contractor shall indemnify and save harmless the County from and against any and all suits, actions, legal proceedings, claims, demands, and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from a willful, or negligent act or omission of the Contractor, its agents, servants, and employees in the performance of services under this Contract; provided, however, that a Contractor shall not be obligated to indemnify the County and 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 Contract or any willful or negligent act or omission of the County, its officers, agents, servants, or employees.

### **Permits, Licenses and Taxes**

The Contractor shall obtain and assume the cost of all licenses and promptly pay all taxes required.

The above terms and conditions are not meant to be inclusive of all terms of a contract for service and the County reserves the right during any contract negotiations under any proposal submitted to suggest or

discuss other terms and conditions which may arise as a result of a proposal or the negotiations of a contract.

## INSTRUCTIONS FOR PROPOSERS

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Following are details for information required from proposers. Information should be submitted and organized in the order listed below, separated by clearly defined sections.

Information submitted will be evaluated according to the criteria set forth in the Proposal Evaluation section later in this document.

### Submittal Requirements

Seven (7) copies of each proposal should be submitted.

All proposals must be properly sealed and labeled (on the outside of sealed container) to show the following:

1. Name of Offeror
2. Address of Offeror
3. Hinds County Residential Solid Waste Collections and Disposal RFP

Address for Submission - Proposal responses must be submitted to:

**Hinds County Residential Solid Waste Collections and Disposal RFP**

Mailing Address: 316 S President St., Jackson, MS 39201

Electronic Submissions: [kwjones@co.hinds.ms.us](mailto:kwjones@co.hinds.ms.us)

### County Stipulations

Hinds County reserves the right to require any additional information it may deem appropriate.

Hinds County has the right to waive any irregularities in the proposal.

The proposal will be open for acceptance by the local government agencies and will be irrevocable for a period of sixty (60) calendar days from the submission date.

All proposals will become the property of Hinds County and will not be returned.

Hinds County, at its discretion, may also use any non-propriety information contained therein.

Hinds County will not be responsible for the payment of any expenses incurred as a result of responding to the proposal, including any subsequent pre-contractual interview.

### Respondent Supplied Materials

Any material submitted in response to this proposal by an offeror shall become the property of the County. Information supplied will be confidential only to the extent allowed by applicable law relating to disclosure of public records.

## **Multiple Proposals**

Any major variations or alternatives to the primary proposal should be presented as an alternate proposal. Such proposals should follow the same instruction and format as the primary proposal but should include only information which differs from the primary proposal.

## **Rejection of Proposal**

The County reserves the right to reject any and all proposals submitted in response to this RFP, or to cancel, in part or in its entirety, this request.

# **INFORMATION REQUIRED FROM PROPOSERS**

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## **COVER LETTER**

Provide a Cover Letter on your official company letterhead introducing your firm and its general qualifications. Cover Letter should also include contact information and should be no more than two (2) pages.

## **TABLE OF CONTENTS**

Include a Table of Contents following the Cover Letter that clearly outlines the proposal contents by section.

## **EXECUTIVE SUMMARY**

Provide an Executive Summary summarizing the overall value and main points of your proposal and how the Proposer will meet the goals of the jurisdiction. Executive Summary should be no more than three (3) pages and should immediately follow the Table of Contents at the beginning of your proposal.

## **A. QUALIFICATIONS AND EXPERIENCE**

### **A1. Company Overview**

#### **Company Background**

Provide a Company Background that generally details your firm's history, experience, and qualifications.

#### **Company Philosophy/Approach**

Describe your general approach to providing services to Hinds County as well as your firm's philosophy regarding providing environmental services.

#### **Local Capabilities**

Detail your firm's local collection capabilities, including local facilities, equipment, staffing resources, disposal network, as well as your history servicing similar customers in the local area.

## **A2. Staffing Plan**

### **Key Personnel**

- Provide a list of Key Personnel who will manage, implement, and execute services, complete with titles, experience and qualifications, and brief resumés. Indicate which person and position will serve as the day-to-day contact for Hinds County and include their contact information.
- Include an Organization Chart outlining your staffing structure - the leadership group and team that will be responsible for managing the contract and day-to-day services.

### **Employee Screening, Recruiting, Training, and Development**

- Detail your firm's process for pre-employment screening.
- Explain how your firm actively recruits employees and combats potential staffing shortages, particularly with drivers.
- Detail your firm's training and development program, including training for new employees, ongoing training and development, and job-specific training for drivers and post-collection employees.
- Explain how your firm's efforts to retain employees.

### **Inclusion, Equity, and Diversity**

Detail your firm's commitment and specific efforts to employ a diverse staff and do business with diverse companies. Provide your firm's Equal Employment Policy.

## **A3. Schedule of Operations and Other Matters Concerning Pickup:**

The proposer(s) shall prepare and submit to the County Administrator an operations schedule in the form of maps of the areas collected and days collected in those areas. The schedule will also contain a narrative describing where the route for that particular area of the County will begin in the morning and where it will end in the afternoon. We are not asking for exact times for the beginning and end of the routes, but simply a guide as to where and when the collection day in an area will begin and end. The schedule will be subject to the approval of the Hinds County Board of Supervisors and will be a part of the final evaluation of proposals and will be strictly adhered to by the contractor if that proposal is accepted. The contractor may revise this schedule as conditions dictate, subject to approval by the County Administrator.

## **A4. References**

Provide a minimum of three references. References should be relevant and similar in geographic location, size, and scope of services. Explain how you achieved success with each reference.

## **A5. Financial Stability**

### **Financial Condition**

Provide information describing your firm's financial condition. Include the following:

- How your firm has the financial ability to perform all services and fulfill all obligations over the full length of the contract.
- Audited financial statements for your firm for the last complete fiscal year.
- Credit ratings of your firm's parent entity or related subsidiaries
- How your firm will fund any necessary capital requirements.

**Bid Bond**

Enclose a Certified Check or a Bid Bond in the amount equal to \$25,000 made payable to Hinds County. It is agreed that Certified Check or Bid Bond shall be collected and retained by the Owner as liquidated damages in the event this Bid is accepted by the Owner within ninety (90) days after the Bids are received and the undersigned fails to execute the contract within thirty (30) days after the date said Bid is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

**Proof of Insurance**

- Submit proof of insurance with certificates that detail your firm’s insurance coverages (at your own cost and expense). Insurance should meet the following minimum limits of occurrence-based insurance:

<b>Commercial General Liability</b>	
Each Occurrence	\$5,000,000
Personal & Adv Injury (aggregate)	\$6,000,000
General Aggregate	\$6,000,000
<b>Automotive Liability</b>	
Combined Single Limit	\$10,000,000
<b>Umbrella</b>	
Each Occurrence	\$15,000,000
Aggregate	\$15,000,000
<b>Workers Compensation and Employers’ Liability</b>	
Workers Comp	Statutory
Each Accident	\$3,000,000

**A6. Value Added**

Describe what value-added elements your firm brings – features or offerings that add value to your firm’s overall program. Please detail the offerings, the value to the jurisdiction, and if there is an additional cost associated with the offering or other considerations that we should be aware of.

**A7. Additional Services/Alternate Proposals**

Provide details for any additional service programs that could benefit or provide value to Hinds County, for example, any special/bulk collection, organics, yard waste, hazardous waste programs. Include potential costs for these additional services.

**B. OPERATIONS AND EQUIPMENT**

## **B1. Fleet**

### **Alternative Fuel Capability**

Detail your firm's investments and capabilities around alternatively fueled trucks, if any, and their benefits to Hinds County. Indicate how many, if any, alternatively fueled vehicles will be utilized to service Hinds County.

Provide any details around if and how your firm collects and repurposes biogases produced from your landfill(s).

### **Proposed Vehicles**

Provide details on the vehicles you will utilize to service Hinds County, including photo(s), vehicle type, fuel type, quantity of trucks, and age of trucks.

### **Onboard Technology**

Explain how your firm incorporates technology on board your trucks to add efficiencies and improve safety, customer service, and general operations.

### **Automated Collection**

Detail your firm's capabilities to provide Hinds County with an automated collection system, including:

- Types of trucks and carts to be used in automated collection system, and
- Any operational, safety, and community benefits/efficiencies

### **Service Verification**

If your firm has service verification capabilities to monitor collection and/or loads, explain the program and how it can benefit Hinds County.

### **Preventive Maintenance**

Detail your firm's preventive maintenance program to maintain a working fleet. Include how your firm protects against vehicle leaks, responds to in-field repairs, and your environmental procedures for fleet maintenance.

### **Route Management**

Explain your firm's route management procedures and how they lead to efficient routes while minimizing environmental impacts of services and improving safety. Include how you utilize technology or software in your route management systems.

## **B2. Containers**

- Provide details on the containers to be provided to Hinds County, including:
  - Size, capacity and load rating
  - Photos of proposed containers
  - Details on product quality and durability
  - Capabilities for RFID technology within in-mold labels
  - Any manufacturer warranties.
- Explain the process how your firm will deliver containers, including a timeline, communication plan, and any staging areas.
- Explain how your firm will handle necessary container adjustments (right-sizing) when needed.

- Explain how your firm will work with residents when a container is in disrepair or is in need of graffiti abatement.

### **B3. Safety**

#### **Safety Program**

Provide details regarding your firm's overall safety approach and commitment to safety. Include how your firm utilizes technology to improve safety.

#### **Safety Training**

Detail how your firm's training and development program prioritizes safety and reinforces a culture of safety with ongoing safety training. Include specifics regarding driver training programs.

### **B4. Implementation/Transition Plan**

Detail how your firm will implement or transition service in Hinds County if awarded, including:

- any outreach for residents
- implementation meetings/coordination with Hinds County staff
- cart or container purchases and deliveries
- route development plans
- plans to commit staffing, including drivers, as well as any plans to hire staff, if necessary
- plans to provide collection vehicles.

## **C. CUSTOMER SERVICE**

### **C1. Customer Service Approach and Plan**

- Describe your firm's general customer service approach and plan for Hinds County. Include any details on:
  - Your firm's single point of contact for customer service or any other service management matters to Hinds County.
  - Your customer service call network that will provide customer service to residents, including its hours and holidays. Provide information regarding the call center's staffing, customer service procedures, including complaint/resolution process, and redundancy in the event of an outage.
  - How your firm monitors or measures customer service performance to improve customer satisfaction.
- Detail how your firm utilizes technology to improve the customer service experience. Include account management capabilities and methods such as websites or mobile app offerings.

### **C2. Billing**

Detail your billing and invoicing system; provide a sample bill for reference.

### **C3. Quality Control**

Provide details on your firm's quality control system and how it confirms high levels of customer service.

#### **C4. Reporting**

Describe your firm's reporting capabilities, including types of reports – such as tonnage and diversion, frequency, and delivery method; provide sample reporting for reference.

#### **C5. Emergency Management/Disaster Response**

Describe how your firm would respond in the event of an emergency such as a natural disaster, pandemic, extreme weather, or other unforeseen event. Detail how your firm would ensure essential services and continuity of operations in the event of an emergency.

# PRICING PROPOSAL

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**PROPOSAL SHEET HINDS COUNTY, MISSISSIPPI**  
**Residential Solid Waste Collections and Disposal**  
**PROPOSALS DUE AT 3:00 p.m. on 06/7/2023**

Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Cellphone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Signor Name and Title: \_\_\_\_\_

## Pricing:

The Contractor will provide curbside collection and disposal of garbage for residential establishments in Hinds County and incorporated Byram, MS.

Bid price per unit residential unit, once per week collection and disposal,

\_\_\_\_\_ \$\_\_\_\_\_ per unit, per month

Notations and points of comment for the County concerning this proposal must be attached to Bid Form and labeled "Bid Qualifications".

## RURAL RESIDENTIAL COLLECTION BID FORM

(A) Cost Per Month Per Rural Residential Unit:

One (1) time a week collection - \$

## Alternate Bid Proposal and Pricing

# REQUIRED FORMS

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The following forms should be completed and submitted with your response. All forms requiring signature should be signed by an authorized agent.

## PROPOSAL EVALUATION

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It is the intent of Hinds County to conduct a fair and comprehensive evaluation of all proposals received. Proposals will be evaluated for their overall responsiveness to the requirements and evaluation criteria of this RFP, including the quality of the written proposal submitted.

The following evaluation criteria will be used to evaluate proposals, with weighting included for each criteria for scoring. While each proposal will be scored, it is the intent of Hinds County to award the contract to the highest scoring firm, Hinds County reserves the right to award to the firm/proposal that is deemed as the most advantageous to Hinds County.

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>A. Qualifications and Experience</b>	<b>30</b>
<b>B. Operations and Equipment</b>	<b>20</b>
<b>C. Sustainability/Environmental Efforts</b>	<b>20</b>
<b>D. Customer Service</b>	<b>10</b>
<b>Pricing</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

Hinds County reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of Hinds County to do such.

In the event a proposal(s) is rejected, or a proposer's offer is not rejected but does not result in a contract award, Hinds County shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.