

Tuesday
September 23, 2014
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Council of the City of Gautier, Mississippi was held September 23, 2014 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members Mary Martin, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Rusty Anderson and Adam Colledge. Also present were Samantha Abell, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 23, 2014 @ 6:00 PM**

- I. **Call to Order**
 - 1 **Prayer**
 - 2 **Pledge of Allegiance**
- II. **Agenda Order Approval**
- III. **Announcements (None)**
- IV. **Presentation Agenda (None)**
- V. **Public Agenda**
 - 1 **Agenda Comments**
- VI. **Business Agenda**
 - 1 **Order approving final year end Budget Amendments for FY 2014.**
 - 2 **Order authorizing the City Manager to proceed with an RFP for Municipal Solid Waste Disposal Services.**
 - 3 **Order approving Docket of Claims.**
- VII. **Consent Agenda (None)**

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
September 23, 2014**

- 1 Discuss Citizen Comments**
- 2 Discuss Council Comments**
- 3 Discuss City Manager Comments**
- 4 Discuss City Clerk Comments**
- 5 Discuss City Attorney Comments**

Adjourn until October 7, 2014 at 6:30 PM
www.gautier-ms.gov

Councilwoman Martin made the motion to approve the agenda order. **Councilman Colledge** seconded the motion and the vote carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 223-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached final year end Budget Amendments for FY2014 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 23, 2014.

FY 2014 FINAL BUDGET AMENDMENTS

GENERAL FUND: FUND 001		Budget	Amendment	New Budget
REVENUES				
Abatement Collections/NSF Fee		0.00	10,735.00	10,735.00
Smoke Free Grant Award		0.00	5,000.00	5,000.00
Insurance Refunds/Claims		0.00	57,849.00	57,849.00
Football League		2,000.00	12,766.00	14,766.00
FEMA: CDL Payment Reimbursement		0.00	86,161.00	86,161.00
EXPENDITURES				
LEGISLATIVE				
Other Services & Charges		10,435.00	1,500.00	11,935.00
COURT				
Other Services & Charges		171,550.00	38,000.00	209,550.00
CITY MANAGER				
Other Services & Charges		13,735.00	6,000.00	19,735.00
HUMAN RESOURCES				
Personnel Service		126,335.00	200.00	126,535.00
Other Services & Charges		14,600.00	2,200.00	16,800.00
CITY CLERK				
Other Services & Charges		19,350.00	30,000.00	49,350.00
Capital Outlay		9,804.00	1,000.00	10,804.00
CITY ATTORNEY				
Other Services & Charges		95,000.00	8,000.00	103,000.00
BUILDINGS & FACILITIES				
Consumable Supplies		9,500.00	2,500.00	12,000.00
Other Services & Charges		386,574.00	10,200.00	396,774.00
Capital Outlay		7,305.00	111.00	7,416.00
POLICE				
Consumable Supplies		236,857.00	10,000.00	246,857.00
Other Services & Charges		133,000.00	4,500.00	137,500.00
Capital Outlay		225,974.00	4,600.00	230,574.00
FIRE				
Other Services & Charges		62,200.00	12,500.00	74,700.00
RECREATION				
Consumable Supplies		27,500.00	26,200.00	53,700.00
Other Services & Charges		47,100.00	3,000.00	50,100.00
STREETS				
Capital Outlay		0.00	12,000.00	12,000.00
			0.00	

*Budget Insurance Claim Receipts-Repairs
Budget Football Revenue-Expenditures*

*Budget Grant , CDL Refund, Lien Receipts & Misc
Budget Legal Fees, ADC overage, Emergency Repairs*

FY 2014 FINAL BUDGET AMENDMENTS

MDB KATRINA BONDS: FUND 007	Budget	Amendment	New Budget
Revenue: Transfer from General Fund	280,977.00	35.00	281,012.00
Debt Service	282,027.00	<u>35.00</u>	282,062.00
		0.00	

Budget Fee Increase

CIAP-TOWN CENTER: FUND 014	Budget	Amendment	New Budget
Other Services & Charges	466.75	50.00	516.75
Debt Service	30,000.00	<u>(50.00)</u>	29,950.00
		0.00	

Budget Overage in Professional Services

ALLEN RD WIDENING: FUND 020	Budget	Amendment	New Budget
Revenue: JCBS Interlocal	0.00	61,000.00	61,000.00
Debt Service	0.00	<u>61,000.00</u>	61,000.00
		0.00	

Budget Funds Recvd for 1st CAP loan payment

MOHS DUI ENFORCEMENT: FUND 025	Budget	Amendment	New Budget
Revenue: Transfer from General Fund	0.00	1,223.00	1,223.00
Personnel Services	37,020.00	<u>1,223.00</u>	38,243.00
		0.00	

Budget and transfer funds to cover Worker's Comp

MDAH 2014 COMM PRES: FUND 030	Budget	Amendment	New Budget
Revenue: Grant Reimbursement	0.00	80,000.00	80,000.00
Revenue: Miscellaneous	0.00	20,000.00	20,000.00
Other Services & Charges	0.00	17,000.00	17,000.00
Capital Outlay	0.00	<u>83,000.00</u>	83,000.00
		0.00	

Budget Grant Award

US DOJ VEST GRANT: FUND 103	Budget	Amendment	New Budget
Revenue: Grant Reimbursements	12,276.00	(3,166.27)	9,109.73
Revenue: Transfer from Other Funds	12,276.00	(3,166.27)	9,109.73
Capital Outlay	24,552.00	<u>(6,332.54)</u>	18,219.46
		0.00	

Adjust Grant to Actual Award

FY 2014 FINAL BUDGET AMENDMENTS

7M GO BOND: FUND 130	Budget	Amendment	New Budget
Revenue: MDOT Funds	0.00	15,120.47	15,120.47
Capital Outlay	2,040,022.79	(85,118.43)	1,954,904.36
Other Financing Sources	0.00	69,997.96	69,997.96
		0.00	

Adjust budget for prior year expenditure.

US DOJ EQUITABLE SHARING: FUND 157	Budget	Amendment	New Budget
Capital Outlay	0.00	26,250.13	26,250.13
Other Financing Sources	0.00	23,083.86	23,083.86
Transfer to Other Funds	12,276.00	(3,166.27)	9,109.73
		0.00	

Budget Expenditures and Adjust Transfer to Grant Fund

FIRE PROTECTION (INS REBATE): FUND 160	Budget	Amendment	New Budget
Capital Outlay	12,000.00	(300.00)	11,700.00
Debt Service	93,313.00	300.00	93,613.00
		0.00	

Adjust for final interest paid on loan.

SHEPARD STATE PARK: FUND 176	Budget	Amendment	New Budget
Revenue: Donations	200.00	600.00	800.00
Revenue: Transfer from General Fund	0.00	4,000.00	4,000.00
Personnel Services	18,000.00	(8,800.00)	9,200.00
Consumable Supplies	34,041.00	6,000.00	40,041.00
Other Services and Charges	48,500.00	7,400.00	55,900.00
		0.00	

Budget Donations - Funds for Archery Range

Redistribute Labor Costs

ENTERPRISE FUNDS			
WATER & SEWER: FUND 400	Budget	Amendment	New Budget
Revenue: W & Sewer Collections	5,810,000.00	(250,000.00)	5,560,000.00
Revenue: MEMA/FEMA Payment	0.00	741,050.00	741,050.00
Other Services and Charges	1,720,000.00	10,900.00	1,730,900.00
Capital Outlay	160,000.00	90,000.00	250,000.00
Debt Service	2,348,397.00	150.00	2,348,547.00
Other Financing Sources	0.00	390,000.00	390,000.00
		0.00	

Adjust budget W&S shortfall and FEMA funds recvd to overages and Equipment purchase

FY 2014 FINAL BUDGET AMENDMENTS

SOLID WASTE: FUND 404	Budget	Amendment	New Budget
Other Services and Charges	985,000.00	7,400.00	992,400.00
Other Financing Sources	0.00	<u>7,400.00</u>	<u>7,400.00</u>
		0.00	

Adjust for FY 2013 rate increase billed FY 2014

SOLID WASTE GRANT: FUND 405	Budget	Amendment	New Budget
Revenue: Grant Reimbursement	0.00	25,000.00	25,000.00
Other Services and Charges	0.00	<u>25,000.00</u>	<u>25,000.00</u>
		0.00	

Budget Grant Award

EPA: BROWNFIELDS: FUND 409	Budget	Amendment	New Budget
409-000-250 Grant Revenue	0.00	400,000.00	400,000.00
409-223-601 Professional Services	0.00	<u>400,000.00</u>	<u>400,000.00</u>
		0.00	

Budget Grant Award

2012 Utility Refunding: FUND 430	Budget	Amendment	New Budget
Transfer to Other Funds	0.00	13,216.66	13,216.66
Other Financing Sources	0.00	<u>13,216.66</u>	<u>13,216.66</u>
		0.00	

Budget transfer of Fund Balance to Fund 449

Katrina-PW Bldg Repair: FUND 449	Budget	Amendment	New Budget
Revenue: FEMA/MEMA Payment	0.00	64,868.01	64,868.01
Revenue: Transfer from Other Funds	0.00	63,641.99	63,641.99
Capital Outlay	0.00	<u>128,510.00</u>	<u>128,510.00</u>
		0.00	

Budget Project and fund transfer

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 224-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the annual renewal of the solid waste disposal contract with Waste Pro, Inc. until September 1, 2015 or unless terminated with in terms of the contract and also forgoing the Consumer Price Index increase for FY 2015.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Colledge** seconded by **Councilwoman Martin** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 23, 2014.

CITY OF GAUTIER

MUNICIPAL SOLID WASTE DISPOSAL SERVICES CONTRACT

THIS CONTRACT is made and entered into effective September 1, 2012 by and between Waste Pro of Mississippi, Inc., a Mississippi corporation (hereinafter referred to as Contractor") and the City of Gautier, Mississippi, (hereinafter referred to as "City").

WITNESSETH

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Request for Proposals ("RFP") as amended by City and Request for Proposals Questions and Answers and the Contractor's Proposal, all attached hereto, are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein (the "Contract Documents"). Capitalized terms herein shall have the same meaning as set forth in the Contract Documents. In the event of a conflict between the Contract Documents and this Contract then this Contract shall control.

2. The services to be performed, as more specifically set forth in the Contract Documents shall be subject to the following:

- a. In substitution Section II items D, E and F on pages 6 and 7 of the RFP, the Contractor agrees to collect and dispose all Brush and Bulky Waste as part of the regularly scheduled weekly collection services at no additional charge to City. The forgoing services shall exclude Brush and Bulky Waste from natural disaster cleanups.
- b. Any and all residents of the incorporated area of the City shall be allowed to deliver non-hazardous Brush and Bulky Waste collected by such resident in the City to Applewhite Landfill in Gautier free of charge provided that such landfill is permitted to receive the items being delivered, that this shall exclude any Brush and/or Bulky Waste generated from any occurrence which is officially designated as a state or federal natural disaster and that this privilege shall exclude any Brush and/or Bulky Waste which is generated or collected which is related to the operation of a business which the resident owns or is associated (e.g., building contractor or tree service business).
- c. With reference to Item I page 7 and 8 the parties agree to use the TRAC EZ software for purposes of requests and communications under this Contract.
- d. The parties agree that there will be no adjustments to the compensation rate except for the changes in the Consumer Price Index (CPI), changes in laws that affect the cost of operation, changes in disposal locations, fluctuations

in the number of residential units and other changes to the contract requirements expressly directed by the City. Except for changes in CPI, such adjustments, unless specifically stated, will be negotiated between the City and Contractor.

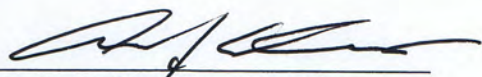
Changes in the compensation rate will be initially determined as of June 1, 2013 and as of each June 1 thereafter (each a "rate adjustment date") with such change, if any, to be effective on the anniversary date of the Contract. The parties agree that percentage changes shall reflect the net changes in the Consumer Price Index for Urban Wage Earners and clerical workers, expenditures category (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics for U.S National CPI average [All items index] and are to be computed as the difference between the previous year index value and the index value of the rate adjustment date, divided by the prior year index value. It is provided, however, that that no annual CPI adjustment during the term of this Contract shall reduce the then current effective compensation rate or exceed five (5%) percent of the then effective compensation rate.

3. This Contract confirms that Contractor has been contracted by City for Automated/Semi Automated Service (i.e., Section C, Option B on page 5 of the RFP) as further modified by this Contract.

WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, effective the day and year first above written.

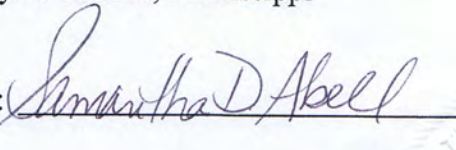
CONTRACTOR:

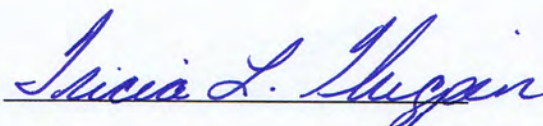
Waste Pro of Mississippi, Inc.

By: 
Andy Collins, Division Manager

CITY:

City of Gautier, Mississippi

By: 

Attest: 



NOTICE

Notice is hereby given that the City of Gautier, Mississippi will receive Request for Proposals at Gautier City Hall, 3330 Hwy 90, until 10:00 AM on August 16, 2012 for the following:

“MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE

Complete packages shall include an original and seven (7) identical copies of the Proposals, in a sealed package, clearly marked on the front of the package *Municipal Solid waste Collection and Disposal Services*. All Proposals must be submitted no later than 10:00 AM CST, August 16th, 2012 to the Purchasing Office, Attn Cindy Steen, 3330 Hwy 90, Gautier, MS 39553, at which time all proposals will be opened and recorded. All proposals received after this time will be returned.

Request for RFP packages may be obtained in writing from:

City of Gautier, Mississippi
Attn: Cindy Steen, Purchasing Agent
3330 Hwy 90
Gautier, MS 39553
Or telephone 228-497-3518

Electronic emails may be obtained by emailing Cindy Steen at csteen@gautier-ms.gov.

Questions concerning this RFP shall be directed, in writing only, to the City Manager, 3330 Hwy 90, Gautier, MS 39553. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile at (228)-497-3518 or e-mail will be accepted at csteen@gautier-ms.gov. No inquiries or questions regarding this RFP will be answered if received after 12:00 p.m., (noon) central time on Friday August 3rd, 2012.

CITY OF GAUTIER



**REQUEST FOR PROPOSAL
("RFP")**

for

**MUNICIPAL SOLID WASTE DISPOSAL SERVICES
GAUTIER, MISSISSIPPI
2012**

Issued: September 26, 2012

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I. BACKGROUND

The City of Gautier ("CITY") seeks Proposals from qualified Respondents interested in providing municipal solid waste services as described in this Request for Proposals (RFP). Municipal solid waste services include refuse collection and disposal services for the CITY. Selection shall be made on the basis of the proposal deemed as most advantageous to the CITY, as determined by the CITY based on evaluation of proposal requirements. The CITY reserves the right not to award the contract and to amend or negotiate terms of the contract after reviewing proposals that were submitted or at any time thereafter while proposals are pending. CONTRACTORS (Respondents / Proponents) interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

Responses / Proponents must follow the order and sequence of this Request.

Area to be Served. The area to be serviced by this Agreement is hereinafter referred to as the CITY "service area". The City of Gautier area is detailed in the map contained in *Exhibit A*, which attachment is incorporated herein verbatim for all purposes. The attached map represents the approximate boundaries of the service area. The CITY expects growth through additional developments and increases in residential units as noted below.

Estimated Tonnage. The annual tonnage amounts generated by the CITY are estimated at **7300** tons of garbage, and **21,500** cubic yards of brush and bulky waste. Through this contract, approximately **7500** residential units and approximately 50 disable units are provided solid waste services. This residential count is subject to an upward adjustment to accommodate future development in the service area. To enlarge the service area, adjusted residential counts will be mutually agreed upon by the City and CONTRACTOR. The CITY will bill these new residential customers and pay the CONTRACTOR for each additional residential unit in the service area according to the current price provided under this contract.

Manual / Automated Methodology. The CITY is requesting proposals for garbage collection options: manual collection or automated garbage collection in the CITY. As part of the proposal, the Respondent may submit one or both options. Only one option will be selected. The proposal pricing will remain the same throughout the contract period, for either collection option. The CITY reserves the right to award this contract to the Respondent whose Proposal best serves the interests of the CITY.

II. SCOPE OF SERVICES

Solid waste services provided by the CONTRACTOR shall be equivalent to the service level as described in detail below and summarized in *Exhibit B*, attached, and incorporated herein verbatim for all purposes. Costs of all services and disposal are the responsibility of the CONTRACTOR and are to be included in the CONTRACTOR'S proposed price.

The CONTRACTOR agrees to perform at least the following basic services outlined below. The CONTRACTOR may propose other optional services under Attachment F, Enhanced Proposal Options, provided such proposed optional services, if any, are found to be acceptable by the CITY for the public benefit.

A. Collection Procedures and Schedule:

1. **Collection Daily Hours:** The CONTRACTOR shall perform curbside collection service no earlier than 5:00 a.m. on the scheduled collection day. CONTRACTOR shall notify the CITY when any route (within service area) is commenced after 10:00 a.m.
2. The CITY prefers that the CONTRACTOR retain the current garbage collection days. (The map in *Exhibit A* reflects the current days of collection). If alternate days are proposed, note the alternate days of collection in your operational plan.
3. CONTRACTOR may propose manual and/or automated garbage collection methods.
4. **Special Collection Assistance Service:** Upon request by City, the CONTRACTOR shall be required to provide for walk up, roll-out service or special assistance for elderly or physically disabled residents. The City will coordinate with CONTRACTOR for such service.
5. **Commercial Establishments:** CONTRACTOR shall also collect garbage from commercial establishments that set out garbage, which waste the City determines meets the requirements and limitations of the regulatory definition of municipal solid waste as described in Section XVIII. Glossary, paragraph E. Commercial Units; and paragraph I. Hazardous Waste and Industrial Waste (to exclude hazardous and industrial waste).
6. **Collection Holiday Schedule:** The CONTRACTOR shall follow the CITY's annual garbage collection holiday schedule approved and adopted by the CITY or opt to work the Monday through Friday work week regardless of holidays. The CITY holiday schedule shall be updated annually and may be modified during each respective contract period. The FY2012-2013 Garbage Collection Holiday Schedule is attached as Exhibit C, incorporated herein verbatim for all purposes.

B. Option A: Manual Garbage Collection and Disposal Services:

For each residential unit, CONTRACTOR shall provide one garbage collections (and disposal functions) per week for each of the units. Containers (can, bags, boxes or bundles of brush) will be provided by residents.

C. Option B: Automated /Semi Automated Garbage Collection and Disposal Services:

1. If the CITY elects to implement the automated garbage collection option, the CONTRACTOR shall furnish, maintain and replace garbage containers for automated collection to ensure uniformity of containers and service throughout the CITY. The CONTRACTOR shall maintain ownership of automated containers during and after the contract period.
2. For each residential unit, CONTRACTOR shall provide one garbage collections (and disposal functions) per week for each of the units.
3. **Automated Container Delivery:** It is CONTRACTOR's responsibility to deliver containers to residents to coincide with the beginning of automated garbage collection. Delivery costs shall be included in CONTRACTOR's proposed price.
4. **Container Maintenance:** CONTRACTOR shall provide and deliver replacements for lost, stolen or damaged containers.
5. For containers damaged by the CONTRACTOR, agreed offsets may be deducted from the monthly invoice.

6. Where automation collection is not feasible, CONTRACTOR may use a manual collection method subject to City Manager's approval.
7. **Automated Collection Education Campaign:**
 - a. Prior to conversion to automated garbage collection, the CONTRACTOR shall coordinate and manage an educational outreach campaign to educate the citizens about the automated garbage collection process. The CONTRACTOR shall develop educational and outreach literature which shall include instructions and procedures for the automated collection program. The CONTRACTOR shall provide educational literature to deliver with each container.
 - b. The CONTRACTOR shall also provide 'violation tags' to record and provide notice to the customer of set-outs that do not comply with automated collection procedures. Violations may include late set-outs, not using a Contractor-issued container, and setting-out extra material that is not properly secured within the automated container.
 - c. Once automation program has been initiated, it shall be CONTRACTOR'S responsibility to contact residents whose set-outs are non-compliant with automated collection procedures. CONTRACTOR shall work closely with residents and neighborhood groups to ensure the program's success.

D. Brush and Bulky Item Collection: The CONTRACTOR shall render the following solid waste services pertaining to scheduled brush and bulky items curbside pickups:

1. Two (2) scheduled curbside brush, white goods, and bulky item collections per year. During these collection periods, all brush and bulky waste shall be picked up, according to *Exhibit D*, fully incorporated herein verbatim.
2. Brush and Bulky Item Collection Notification: The CONTRACTOR is responsible for providing a hand delivered notice to single-family residential units prior to scheduled brush and bulky item collections by the CONTRACTOR. Notices must be delivered at least one week in advance of scheduled services.
 - a. The CONTRACTOR shall develop a door hanger notice for approval by the CITY
 - b. The CITY reserves the right to approve any revision to the method, schedule and format of the notification.
3. Brush and Bulky Item Collection Areas: The CONTRACTOR shall divide and arrange the service area so that the collection event for each scheduled area is completed within a one-week period.
4. CONTRACTOR shall notify the City of any modification of parameters to brush and bulky item collection areas, brush and bulky item collection schedule, or notification schedule at least one week in advance of such modifications.
5. The CONTRACTOR shall notify the CITY if CONTRACTOR is unable to complete collection in the scheduled area within a one-week period. If a second delay occurs so that the CONTRACTOR is unable to complete collection in the scheduled area within a second one-week period, the City reserves the right to use CITY personnel and equipment to complete collection within the scheduled area and shall charge the CONTRACTOR for the CITY'S cost to address this lapse in service. The CITY may take into consideration delays due to inclement weather conditions.

- E. **Out-of-Cycle brush, bulky items and white goods collection:** In addition to the scheduled brush and bulky item collections, CONTRACTOR shall provide pick-up service as requested by rate payers.
1. Out-of-Cycle fees will be negotiated annually between the CONTRACTOR and the City Manager for customers, who may request the service, and will be approved annually by the City Council.
 2. Out-of-Cycle fees shall be collected in advance directly by the CONTRACTOR from the person requesting the service and the charge shall be identical to the CITY'S authorized fee schedule. The quality of Out-of-Cycle service provided by the CONTRACTOR shall be equivalent to that provided by the CITY. Within 48 hours of pre-payment, CONTRACTOR shall complete service for the out-of cycle request.
- F. **Annual Christmas Tree Collection:** CONTRACTOR shall provide curbside collection of Christmas trees as an annual event as scheduled by the City (*Exhibit B*). Disposal of the trees is at the discretion of the CONTRACTOR.
- G. **Annual Citywide, Clean-up Event** shall be conducted in April of each year the specific date to be coordinated not later than 1 March. CONTRACTOR shall provide personnel and equipment necessary to operate a temporary residential drop-off site as listed below. The CITY shall coordinate with the CONTRACTOR thirty days prior to event. The CONTRACTOR shall work with the CITY to sponsor the Annual Cleanup.

Temporary residential drop-off sites:

Streets Building 3330 Hwy 90 Gautier, Ms 39553

North Fire Station Martin Bluff Rd, MS 39553

Bacot Park CW Webb Rd Gautier, MS 39553

- H. **Storm damage or natural disaster clean-up and disposal** in the service area shall be provided within 30 days from date of notice to the CONTRACTOR as may be instructed by the City Manager. Cost of this service shall be included in the proposed price. Determination of storm damage or natural disaster, requiring CONTRACTOR's response, shall be made by the City Manager.
- a) **Clarification:** The CONTRACTOR is expected to resume service as soon as the streets are clear after a storm. The CONTRACTOR shall document any increase in volume of household garbage for compensation by the CITY and provide copies of the documentation for the CITY to submit for FEMA reimbursement.
- I. **Customer Service Office and Procedures:** The CONTRACTOR shall provide a customer service office to facilitate service in the service area and to ensure that customer requests are resolved according to number of days noted in the City's Service Level Agreements (SLA) time commitments (See SLA Time Commitments in *Exhibit E*). The CITY shall maintain records of all service requests in the CITY'S customer service database.
1. Typically, all service requests from customers will initially be directed to City Hall (497-8000) Office. Thereafter, the CITY will generate a work order for each service request received and forward it to the CONTRACTOR via electronic-mail (e-mail). Depending on the type of request, information may also be relayed by telephone.
 2. The request order will include the following:

- a. Request Order Number
 - b. Customer name and telephone number
 - c. Address including house number and street name
 - d. Date and time of call
 - e. Type of request
3. Once the service request is satisfied or resolved, CONTRACTOR shall close the service request by resubmitting it to the CITY by e-mail. The completed service request shall include:
 - a. Request Order Number
 - b. Customer address including house number and street name
 - c. Date of service
 - d. Action taken to satisfy or resolve service request
 4. The CONTRACTOR shall notify the CITY if it is unable to complete the service request within the SLA time commitments contained in this RFP by noting the problem and the course of action taken. CONTRACTOR shall coordinate with the CITY to develop an acceptable course of action.
 5. In addition, CONTRACTOR must provide emergency telephone numbers and contacts for response on a 7-day, 24-hour basis.
- J. **Material and Equipment:** CONTRACTOR shall furnish all material, supplies and equipment necessary, at its own cost and at no cost to the CITY to effectively serve the service area with solid waste collection and disposal services. Prior to the commencement of services in the service area, all materials and equipment necessary to this proposal and contract, must be inspected and approved in writing by the City's Public Works Director. Such materials and equipment shall include, but are not limited to:
1. Collection vehicles for residential garbage and refuse pick up;
 2. Brush/bulky item collection vehicles.
- K. **Loss or damage by Contract Employees:** City shall refer complaints about loss of or damage to public and private property to CONTRACTOR who shall repair or otherwise compensate for all damage to public and private property caused by its employees.
- L. **Labor:** In addition to the materials and equipment set out in Section II. Paragraph J, above, CONTRACTOR shall supply all levels of skill and labor that may be necessary for all solid waste services required under this contract.
- M. **Transportation, Storage and Legal Disposal:** The CONTRACTOR shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform all services described in this contract, and shall legally dispose of waste at a state approved facility. Similarly, all transportation and storage functions shall be duly licensed or qualified under regulation, as may be necessary to environmental, health and safety compliance.
- N. **Taxes, Governmental Fees and Charges:** The CONTRACTOR hereby agrees to pay all applicable local, state and federal taxes, and charges and fees during the life of this contract. This requirement is a material condition of the Contract. A Privilege License for a solid waste collection

company in Gautier is determined by the number of employees based in Gautier at the following fee schedule:

1-3 employees	\$20.00
4-10 employees	\$30.00
11 or more employees	\$30.00 plus \$3.00 per employee over 10, not To exceed \$150.00

- N. **Compliance:** The CONTRACTOR shall follow all applicable local, state, and federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. CONTRACTOR shall avoid those practices that create a perception of nuisance, such as odors and litter. CONTRACTOR shall comply with the regulations, guidelines and standards set in CITY ordinances.
- O. **Monthly Report:** CONTRACTOR shall complete and submit the Monthly Contract Report form (*Exhibit F*) to the CITY. CONTRACTOR shall attach to the report a summary of all customer service requests received that month to include customer address, type of request and CONTRACTOR's resolution. The total number of service requests received should be provided.
- P. **Billing Protocols:** The CITY will bill and collect from the residential units within the service area which are receiving the solid waste collection services set out in this Contract. The CITY shall bill in accordance with the fee schedule established by the City Council. Steps:
1. At the start of the contract period, the CONTRACTOR and the CITY shall mutually agree on the number of residential units to be serviced. Thereafter, a residential unit count will occur at the end of each calendar quarter. A representative from the CONTRACTOR and CITY will be present during the residential unit count of the service area. Mutual consent on the number of residential units to be served shall be required in writing from both parties. The revised residential unit count will be effective at the start of each calendar quarter.
 2. Residential unit count criteria: For counting and billing purposes, a newly constructed residential unit shall not be presumed to be occupied by the resident during the calendar quarter. The CITY's and CONTRACTOR's surveyors shall give special scrutiny to newly constructed residential units which shall be presumed to be un-occupied unless domestic occupation is clearly evident. Where there is no evident domestic occupancy in a newly constructed unit and/or there is a "for sale" or other marketing sign present, a presumption of non-occupancy shall arise to eliminate the unit for billing purposes.
 3. The CITY will remit payment for services provided under this Agreement within forty-five (45) days following the end of the month. No payment shall be provided for non-pickups.
- Q. **Discontinuing Collection:** The CONTRACTOR shall discontinue garbage collection at any Residential Unit within 24 hours upon receipt of written notice from the CITY. Upon further written notification by the CITY, the CONTRACTOR shall resume collection on the next regularly scheduled collection day.
- S. **Landfill Approval and Tonnage Commitments:** The CONTRACTOR shall identify which legal disposal sites that the CONTRACTOR intends to utilize prior to commencement of services. The Public Works Department shall provide written approval of disposal sites. The proposal price shall include the cost of disposal.

- T. Method of Collection of Residential Garbage:** The CONTRACTOR shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the CONTRACTOR shall be picked up immediately by the CONTRACTOR. Hydraulic spills on CITY streets shall be cleaned up by the CONTRACTOR. Garbage receptacles shall be handled carefully by the CONTRACTOR, the container shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. CONTRACTOR shall replace empty containers in an upright position with the open ends down or covered so as to prevent rain from filling and in locations so as to not block drives or entrances to streets and so as to not obstruct the line of sight of the motoring public. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. In the event of damage by the CONTRACTOR for garbage receptacles, the CONTRACTOR shall be responsible for the timely repair or replacement of said receptacles.
- U. Services for Municipal Facilities:** The CONTRACTOR shall provide collection and disposal of Solid Waste from the Municipal Facilities. The type and frequency of the services to be provided to the various Municipal Facilities is as follows:

<u>Location</u>	<u>Type of Service</u>
City Hall	once weekly, 8 cubic yard container
Streets Building	once weekly, 8 cubic yard container 20 yard roll off (as needed)
Public Works Building	once weekly, 8 cubic yard container 20 yard roll off (as needed)
Central Fire Station	once weekly, (residential service)
South Fire Station	once weekly, (residential service)
North Fire Station	once weekly, (residential service)
Frazier Park	once weekly, 8 cubic yard container
Senior Citizens Building	once weekly, 8 cubic yard container
Gautier City Park	once weekly, 8 cubic yard container
Bacot Park to include: (3) Football field, baseball field,	
Boys and Girls Club	once weekly, 8 cubic yard containers
Singing River Mall	20 yard roll off (as needed)
Gautier Police Department	once weekly, 8 cubic yard containers

- V. Collection of Equipment:** The CONTRACTOR shall have on hand at all times and in good working order such equipment as shall permit the CONTRACTOR adequately and efficiently to perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The CONTRACTOR shall have available reserve equipment which can be put into service within two

(2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

III. CERTIFICATIONS

Respondent warrants and certifies that Respondent and all other persons designated to provide services hereunder have the requisite training, licenses and/or certifications to provide said services and that Respondent and any such other persons meet all competence standards promulgated by authoritative bodies and regulatory agencies, as applicable to the services provided herein.

IV. INTERRUPTION OF SERVICE: OFFSET FOR CITY'S RESPONSE COSTS

In the event that service is interrupted for any reason for more than forty-eight (48) hours or the CONTRACTOR fails to perform ninety percent (90%) of collection area or route, the CONTRACTOR may be held in default of the Contract. The CITY shall have the right to make temporary independent arrangements for the purposes of continuing this necessary sanitation service to customers in order to secure and protect the public health and safety. Any costs that the CITY incurs for addressing interruption or disruption of service shall be assessed to the CONTRACTOR. In addition, the City shall deduct its expenses as charges off setting the CITY'S obligations otherwise owed the CONTRACTOR. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, the CITY shall have the right to terminate the contract upon notice only to the CONTRACTOR. The need for uninterrupted sanitation services to the community is an imperative governmental function of the CITY and in this regard, the requirement for uninterrupted service is a material requirement of the contract and time is of the essence where such services are concerned.

- A. **Weather Disruptions or Emergencies:** The CITY shall notify CONTRACTOR to delay or postpone collection due to hazardous roadway conditions or adverse weather situations. If possible, the CITY shall notify the CONTRACTOR no later than 4:00 a.m. of collection day. The CITY will also notify the media of such non-collection days. Upon such CITY notification, the CONTRACTOR shall resume scheduled service if the CITY and CONTRACTOR determine it is feasible and safe.
- B. **Missed Collections:** Should the CONTRACTOR fail to collect on a scheduled day for causes within the CONTRACTOR's control, the CONTRACTOR shall expeditiously complete collection by the end of the following business day or immediately upon CONTRACTOR being notified by the CITY, whichever occurs first. CONTRACTOR shall contact residents by door hangers about non-compliant materials or materials set out after the collection time. CONTRACTOR shall submit a summary of customer complaints and resolutions with its monthly report.
- C. **Agreed Offsets:** If the CITY believes, in its sole discretion, based on its investigation or notices, that the CONTRACTOR has committed the acts, omissions, or incidents described in the table below, the CITY may withhold the amount set forth in the table below as an offset against

the monthly payment to the CONTRACTOR. Contractor agrees to this protocol, at the CITY'S sole discretion.

ACT or INCIDENT	AGREED OFFSETS
Commencement of collection prior to 5:00 a.m., except as expressly permitted herein.	\$100 per incident (truck servicing a route is considered an incident)
Failure to collect missed garbage for an address within one business day after service request is received.	\$25 per incident or maximum of \$250 per truck per day
Subsequent missed garbage collection for an address within one month	\$50 per subsequent incident
Missed garbage collection of city block (three or more houses per one city block)	\$100 per city block
Subsequent misses of garbage collection at an address within three months after CONTRACTOR receipt of 2 nd notice regarding non-collection.	\$250 per address
Subsequent misses of garbage collection of a city block (three or more houses per one city block) within three months after CONTRACTOR's receipt of 2 nd notice regarding non-collection.	\$500 per city block
Incorrect brush and bulky item collection notification	\$200 per collection area*
Scheduled brush and bulky item collection area is not completed by the allotted deadline	\$500 per day
The time commitment of Customer SLA according to Exhibit F is not attained	\$25 per incident

*Note the CITY will allow the CONTRACTOR to remedy incorrect notification by providing brush and bulky item collection to residents who received notification in error.

CONTRACTOR agrees that the actual damages that might be sustained by the CITY by reason of the breach by CONTRACTOR of its covenant to timely deliver notices as required herein are uncertain and would be difficult to ascertain, and that the sum stated above would be a reasonable compensation for such breach. CONTRACTOR hereby promises to pay, and CITY hereby agrees to accept such sums as agreed offsets, and not as a penalty, in the event of such breach.

IV. TERMINATION OF CONTRACT

- A. Independent of the CITY'S right to termination for material breach or cause recited elsewhere, and independent of the CITY'S right to offsets described above, this Contract or any portion of it may be terminated at the CITY'S discretion by the CITY's giving thirty (30) days written notice

to the CONTRACTOR. The CITY retains this discretionary termination option without liability for default.

- B. If the CONTRACTOR terminates this Contract or any portion of it, the CONTRACTOR must notify the CITY not less than ninety (90) days prior to termination. CONTRACTOR's termination, in absence of default by the CITY, shall subject CONTRACTOR's Performance Bond or Performance Deposit to CITY's right to "call" or draw thereon, according to the terms of this contract.

In the event of termination by the CITY, and in absence of fault by CONTRACTOR, the CONTRACTOR shall be paid in full for all services performed up to termination date, subject to off-sets or adjustments, if any, as may be necessary to continue customer services.

VI. PERFORMANCE BOND

- A. If selected, Respondent shall provide a performance bond made payable to the City of Gautier in the sum of \$200,000.00 dollars executed by a corporate surety, acceptable to CITY, who is licensed pursuant to the laws of Mississippi and relevant federal regulations in the annual amount of the contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent.
- B. In lieu of a statutory Performance Bond, a performance deposit shall be tendered in the form of a certified check upon a state or national bank or trust company signed by a duly authorized officer thereof (check to be drawn payable to the City of Gautier), or a Certificate of Deposit from such bank or trust company assigned to the CITY or irrevocable letter of credit from a state or national bank or trust company in favor of the CITY.
- C. If a performance deposit is made, instead of a Performance Bond, it shall be returned to the CONTRACTOR upon completion of the contract to the CITY'S satisfaction.

VI. TERM OF CONTRACT

The day ordained by City Council for commencing residential solid waste collection and disposal service for the CITY shall be 1st September 2012.

The term of this Contract shall be for a one (1) year period beginning on September 1, 2012, and ending September 1, 2013. All optional terms, if any, shall commence on September 1st 2012 and end on September 1st 2013.

The CITY shall have the option to renew this Contract for six additional one (1) year terms. There is no guarantee to the CONTRACTOR that the CITY will exercise this option to continue this contract beyond the initial 12-month period.

CONTRACTOR understands and agrees that if the CITY exercises its renewal option under this Agreement for additional one (1) year terms, the only adjustments to terms may be the CONTRACTOR's compensation amount, as per the formula below, and adjustment in the number of residential units serviced or enlargement of the service area. Modification of compensation for any renewal term shall be subject to a Consumer Price Index (CPI). The CPI adjustment used will be based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage Earners and Clerical Workers South Urban (all items) adjustment. This adjustment shall not vary more than five percent (5%) from the base compensation amount for each respective term year, and over the potential life of the contract (includes 5 optional term years) shall not exceed 25% of the original contract price fixed for the 2012 term year.

After the initial contract term, if the current level of volume collected is modified, the CITY reserves the right to renegotiate contract prices if there has been any significant increase or decrease in customers served.

VI. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at 3330 Hwy 90 on July 30th, 2012, at 10:00 a.m. central time in the City of Gautier Council Chambers. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. CITY'S responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the CITY'S website at <http://www.gautier-ms.gov>. Respondents who do not have access to the Internet must notify CITY in accordance with Section XII, Restrictions on Communication, if Respondent wishes to receive copies of CITY'S responses by mail. Attendance at the Pre-Submittal Conference is optional.

Any oral responses given by CITY staff at the Pre-Submittal Conference shall be tentative. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the CITY. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the CITY shall not be binding on the CITY.

VII. SUMMARY OF PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Complete and submit the Respondent Qualification General Questionnaire found in RFP *Attachment A*.
- B. LITIGATION DISCLOSURE: Complete and submit the Litigation Disclosure Form found in RFP *Attachment B*. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.

- C. REGULATORY COMPLIANCE: By submitting to this proposal, Respondent acknowledges that it shall comply with the Regulatory Compliance and Criminal History Warranty Form found in RFP *Attachment C*.
- D. PRICING SCHEDULE Complete and submit the Pricing Schedule Form found in RFP *Attachment D*.
- E. EXPERIENCE, BACKGROUND, QUALIFICATIONS: Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team, **including sub-CONTRACTORS**, or joint venture.
1. Describe Respondent's experience relevant to the scope of services contemplated by this RFP. List and describe relevant projects of similar size and scope performed over the past four years and identify personnel assigned to each project and their role.
 2. Describe Respondent's experience with providing residential solid waste collection services to public entities clients, especially comparably sized municipalities. If Respondent has provided services for the CITY in the past, identify the name of the project and the department for which Respondent provided those services.
 3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
 4. Provide three (3) references, for whom Respondent has provided similar services. Include current phone number and e-mail address for each reference.
 5. State the number and professional qualifications (to include solid waste licenses, other pertinent certifications and associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include resumes of key personnel.
 6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
- H. PROPOSED PLAN FOR SERVICE DELIVERY: Prepare and submit the following:
1. Operational Plan: Submit a narrative of the methodology that will be used for all solid waste collection services for garbage, brush and bulky items. The proponent should outline how each service will be accomplished and performed by providing the following information:
 - a. Manual Garbage Collection
 - 1) Route description including proposed days of service
 - 2) Times and hours of daily operation
 - 3) List of collection equipment capacity dedicated to the service area
 - 4) Number of crews dedicated to the service the service area
 - 5) Crew size and description
 - b. Automated Garbage Collection
 - 1) Route description including proposed days of service

- 2) Times and hours of daily operation
 - 3) List of collection equipment capacity dedicated to the service area
 - 4) Number of crews dedicated to the service the service area
 - 5) Crew size and description
 - 6) Delivery plan for automated containers
- c. Other Collection Services (brush and bulky item collection, etc.)
- 1) Route description including proposed days of service
 - 2) Times and hours of daily operation
 - 3) List of collection equipment capacity dedicated to the service area
 - 4) Number of crews dedicated to the service the service area
- d. Identification of Landfills, Disposal Sites and Waste Reduction Processors, if any
2. Customer Service Office and Procedures
- 1) Hours of operation
 - 2) Staffing Plan based upon anticipated call volume
 - 3) Outline procedure for recording, assigning, and tracking customer service requests during and after regular business hours
 - 4) Provide evidence of the ability to respond to service requests within the Service Level Agreement Time Commitments contained in this RFP
 - 5) Identify Emergency contacts and provide telephone numbers for contact on a 7 day, 24 hour basis
- I. ANNUAL FINANCIAL INFORMATION: Respondent shall submit its most recent annual financial statement. An audited financial statement is preferred.
- J. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- K. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP *Attachment G*. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
- L. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP *Attachment H*.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

X. CONTRACT DOCUMENTS AND AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received regarding this RFP may be posted on the CITY'S website at <http://www.gautier-ms.gov>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify CITY in accordance with Section XII., Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

The Contract Documents for this agreement shall consist of this RFP, its amendments and addenda, if any, and the Integration Agreement providing for negotiated changes and consolidation of the various contract writings, which Integration Agreement shall be duly executed by the parties' appropriate representatives.

XI. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink, and seven (7) copies of the Proposal, in a sealed package, clearly marked on the front of the package *Municipal Solid Waste Collection and Disposal Services*. All Proposals must be received in the Purchasing Office no later than 3:00 p.m., central time, 13 August 2012. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the Purchasing Office prior to the deadline set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

City of Gautier, Attn: Purchasing Agent
P.O. Box 670
Gautier, MS 39553

Physical Address:

City of Gautier, Attn: Purchasing Agent
3330 Hwy 90
Gautier, MS 39553

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be printed on one side only. Margins shall be no less than 1" around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Mississippi Secretary of State and Mississippi State Auditor. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its Contract's performance upon the CITY'S learning of the misrepresented identity of the CONTRACTOR. The CITY will not allow a CONTRACTOR whose identity is bogus to perform or purport to perform the governmental functions of this contract to the CITY'S detriment. Misrepresented identity calls into question supporting documents and insurance commitments made by underwriters and others to the purported Contractor thereby affecting the CITY'S interests.

- A. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- B. All proposals become the property of the CITY upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the CITY cannot guarantee that it will not be compelled to disclose all or part of any public record under the Mississippi Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Mississippi law, or pursuant to a Court order.
- C. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

XII. RESTRICTIONS ON COMMUNICATION

Once the RFP has been released, Respondents are prohibited from communicating with CITY staff regarding the RFP or Proposals, with the following exceptions:

- A. Questions concerning this RFP shall be directed, in writing only, to the City Manager, 3330 Hwy 90, Gautier, MS 39553. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile at (228)497-3518 or e-mail will be accepted at csteen@gautier-ms.gov. No inquiries or questions regarding this RFP will be answered if received after 12:00 p.m., (noon) central time on Friday August 3rd 2012, to allow ample time for distribution of answers and/or amendments to this RFP. Communication with the CITY'S Contact Person after the deadline for questions is not permitted. Respondents wishing to receive copies of the questions and subsequent responses

must notify the CITY'S Contact Person in writing prior to the date and time the questions are due.

- B. Respondent shall not contact CITY employees before an award has been made, except as set out in paragraph A of this section. (This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents). Violation of this provision by Respondent or his agent may lead to disqualification of his proposal from consideration.
- C. The CITY reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by CITY.

XIII. EVALUATION CRITERIA

The CITY will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The CITY may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the CITY'S elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The CITY may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The CITY reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of Gautier City Council.

Evaluation criteria:

- A. Experience, Background and Qualifications (30%)
- B. Proposed Plan for Service Delivery (25%)
- C. Evaluation of the Proposed Pricing Schedule (45%)

XIV. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. CITY reserves the right to award one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent whose Proposal is deemed most advantageous to CITY, as determined by the selection committee, upon approval of the City Council.
- C. CITY may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of CITY. However, final selection of a Respondent is subject to City Council approval.
- D. CITY reserves the right to accept one or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. The CITY also

reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

- E. City will require the selected Respondent(s) to execute the contract in substantially the form as set forth in this RFP as compiled in the Integration Agreement with amendments and addenda, if any immediately following City Council award. No work shall commence until CITY signs the Contract Document(s) and the successful Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract Documents are not binding on CITY until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within thirty days, the CITY reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit CITY to enter into a Contract, award any services related to this RFP, nor does it obligate CITY to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful respondent must be able to formally invoice the CITY for services rendered.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the City of Gautier prohibits any appointed city official or employee from having a financial interest in any contract with City or any City agency such as City-owned utilities. An appointed official or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subCONTRACTOR on a City contract, a partner or a parent or subsidiary business entity.
- J. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- K. Independent CONTRACTOR. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent CONTRACTOR(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others, or to hold out to third parties, that it has such authority.

XV. ASSIGNMENT AND USE OF SUBCONTRACTORS

No assignment of this Agreement in whole or in part shall be made by CONTRACTOR, nor shall transfer of any contract performance obligation effected by an ancillary or separate contract of CONTRACTOR, or by corporate sale, merger, or stock acquisition, or any change in the legal identity of CONTRACTOR, be made, without prior written consent from the CITY in accordance with the procedure set out herein. Depending on the provisions of the order initially approving the instant

contract, any such described assignment, transfer, sale, merger, or change shall require approval from the City Council.

CONTRACTOR shall notify the CITY in writing evidencing the purpose, intent, terms and effects of the proposed assignment, merger, transfer, or change in ownership. CONTRACTOR shall provide the CITY with a copy of the proposed document effecting such change, or a memorandum, or other briefing document describing the proposal or executed agreement with sufficient detail to afford the City opportunity for informed review.

The CITY shall review the tendered documents pertaining to the proposed assignment, or other event described above, and shall respond to the CONTRACTOR in writing within thirty (30) days of initial receipt. The response shall contain the CITY's approval, proposed modifications, or disapproval of the proposed assignment, transfer, merger or sale or other event affecting the CITY's contract with the CONTRACTOR.

The CITY expressly reserves the right to disapprove any proposed assignment, change in ownership, transfer of contract performance obligations, or any such business reorganization affecting the legal identity of the CONTRACTOR. The CITY agrees to provide CONTRACTOR with a written explanation outlining why such change is viewed by CITY to be adverse to the CITY's interests.

Any such change described above or assignment by CONTRACTOR, executed in violation of the above described submittal, review, and approval procedure is acknowledged by the CONTRACTOR to be void ab initio and CONTRACTOR shall risk termination at the CITY's option, but shall otherwise continue to be bound by the terms and conditions of this Agreement.

Use of SUB-CONTRACTORS by the CONTRACTOR or subsidiary or affiliate firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement. However, the CITY reserves the right to approve in writing the use of specific subCONTRACTORS used or intended to be used to fulfill any part of this contract pertaining to physical performance of any service.

Nothing herein shall be construed to give any rights or benefits to anyone other than the CITY and CONTRACTOR.

XVI TENTATIVE SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Issue Date	27 th July 2012
Pre-Submittal Conference	7 th August 2012 10:00 AM City Hall Council Chamber 3330 Hwy 90 Gautier, MS 39553
Final Questions Accepted	3 rd August 2012 Noon
Proposals due	16th August 2012 3:00 PM
City Council Consideration	21 August 2012

XVII. RECORDS RETENTION

All records, reports, and other documents generated by or pertaining to this contract must be retained by CONTRACTOR for a period of no less than four (4) years following termination date. For purposes of extended option terms, records retention requirements shall be honored and measured from four (4) years following the termination date of each respective annual performance period. For example, the first term ending on 30 September 2013 shall require records to be maintained until at least 30 September 2017.

XVIII. GLOSSARY

Whenever used in this RFP the following terms shall have (unless otherwise expressly indicated) the meaning defined and obligations attendant as follows:

- A. **AUTOMATED GARBAGE COLLECTION:** Mechanized collection of garbage containers by using vehicle equipped with a mechanical arm to lift and empty a specially designed container/cart. The CONTRACTOR shall provide and maintain a garbage container for each residential unit.
- B. **BRUSH:** Brush and bulky items set at the curb, including trimmings and severed parts of all domestically cultivated trees and shrubbery: Severed brush and all such items placed in CITY right-of-way, for which a responsible party may not be identified. This definition also includes accumulation of all waste wood, discarded furniture, grass cuttings and branches along with other household and yard related wastes which comprise the regulatory definition of municipal solid waste, excluding commercial construction waste and remodeling or demolition debris.
- C. **BULKY ITEMS AND WHITE GOODS:** During brush and bulky item collection, household items consisting of large appliances, commonly referred to as white goods, along with discarded bathroom fixtures, such as sinks and toilets, furniture, mattresses, television sets, cathode ray tubes and tires shall be picked up. The items have no size or weight limitations but are limited to residential and domestic items. CONTRACTOR shall recover and recycle freon from refrigeration appliances, when appropriate. Metal goods and tires must be recycled when possible.
- D. **CITY:** THE CITY OF GAUTIER, MISSISSIPPI
- E. **COMMERCIAL UNITS:** A commercial unit is a non-residential unit receiving CITY services. The CONTRACTOR shall be required to service such participating commercial units generating waste that qualifies as municipal solid waste. Commercial units shall receive service from the CONTRACTOR on the same scheduled basis as do domestic units, and each such commercial location (unit) shall count as one house for purposes of payment from the CITY to the CONTRACTOR. Commercial locations shall be limited to same conditions as residual Commercial units will be eligible for the CITY residential collection if they generate no more than 96 gallons of solid waste per week. Beyond that amount the CONTRACTOR can negotiate for an increased number of containers or a separate commercial contract.
- F. **CONTRACTOR:** The person, corporation, partnership, or legal entity performing municipal solid waste collection and disposal service and the recycling/marketing program under this proposal and the resulting contract.
- G. **DISPOSAL SITE and CONTRACTUAL TONNAGE COMMITMENTS:** The disposal site must be a legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste. Committed proposal prices are to include the disposal cost utilizing a legally permitted disposal facility.

- H. **HAZARDOUS WASTE AND INDUSTRIAL WASTE:** Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. Industrial waste is waste so defined by the Mississippi Department of Environmental Quality (MDEQ) and is not included in the definition of municipal solid waste. In keeping with the CITY's long established policies and practices of servicing only the needs of customers and citizens whose generation and disposal needs fall within the regulatory definition of municipal solid waste, this contract does not include curbside service for any class of industrial waste. Only benign volumes of household hazardous waste, meeting the regulatory definition of municipal solid waste, shall be serviced under this contract.
- H. **MONTHLY SOLID WASTE FEES:** Monthly fees charged by the CITY to all single-family residential units and commercial units receiving solid waste services.
- I. **OUT-OF-CYCLE SERVICE:** Customer requests for collection of brush, bulky items and white goods is available in addition to the twice-a-year brush and bulky item collection schedule. A free estimate on the service cost is provided to residents. A fee is charged based on the size of the load and prices fixed in an order passed by City Council (See *Exhibit D* for Out-of-Cycle fee schedule summary). The quality of Out-of-Cycle service is to be equivalent to that provided by the CITY and charges shall be collected directly by the CONTRACTOR from the requesting customer. Fees shall be identical to the City's authorized fee schedule. Within 48 hours of customer's pre-payment, the CONTRACTOR shall perform collection of the Out-of-Cycle request.
- J. **PRODUCER – (GENERATOR):** A producer is an occupant of a residential unit who generates municipal solid waste, primarily waste commonly regarded as residential garbage, or is a business unit that uses CITY contracted services to dispose of municipal solid waste.
- K. **REQUEST FOR PROPOSAL (RFP) AND CONTRACT DOCUMENTS:** Contract Documents consist of this RFP, all attachments, written addenda and amendments thereto, if any, all of which when supplemented with a fully executed Integration Agreement, duly signed by the parties, comprise their complete understanding.
- L. **RESIDENTIAL GARBAGE AND REFUSE:** All cans, bottles, rags, dry trash, paper, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which material is regulated as domestic municipal solid waste.
- M. **RESIDENTIAL UNIT:** These types of residences include, but may not be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters. Garbage collection services to single-family, residential units will be billed directly by the CITY.
- N. **SEMI-AUTOMATED COLLECTION:** Collection of waste material through the use a vehicle equipped with tipper(s) on the rear of the vehicle. The cart is manually placed on the tipper which then empties a specially designed cart mechanically. The cart is then returned to the curb by the collection crew.

- O. **STORM DAMAGE DEBRIS COLLECTION:** Storm damage refers to damage and debris produced by strong winds, rain, hail, lightning, flooding, storm, tornadoes or hurricanes experienced by an area as identified by the City Manager. The cost for this service is to be included in the CONTRACTOR's bid price.
- P. **TWO TIMES YEARLY BRUSH AND BULKY ITEMS CURBSIDE PICKUP:** The CONTRACTOR shall, at least two times per year, pick-up curbside brush, bulky item and white goods collections. The cost of these services shall be included in the contract price. This provision is also addressed under Scope of Services, Section II.

EXHIBITS

Exhibit A

Map of Gautier and Days of Collection

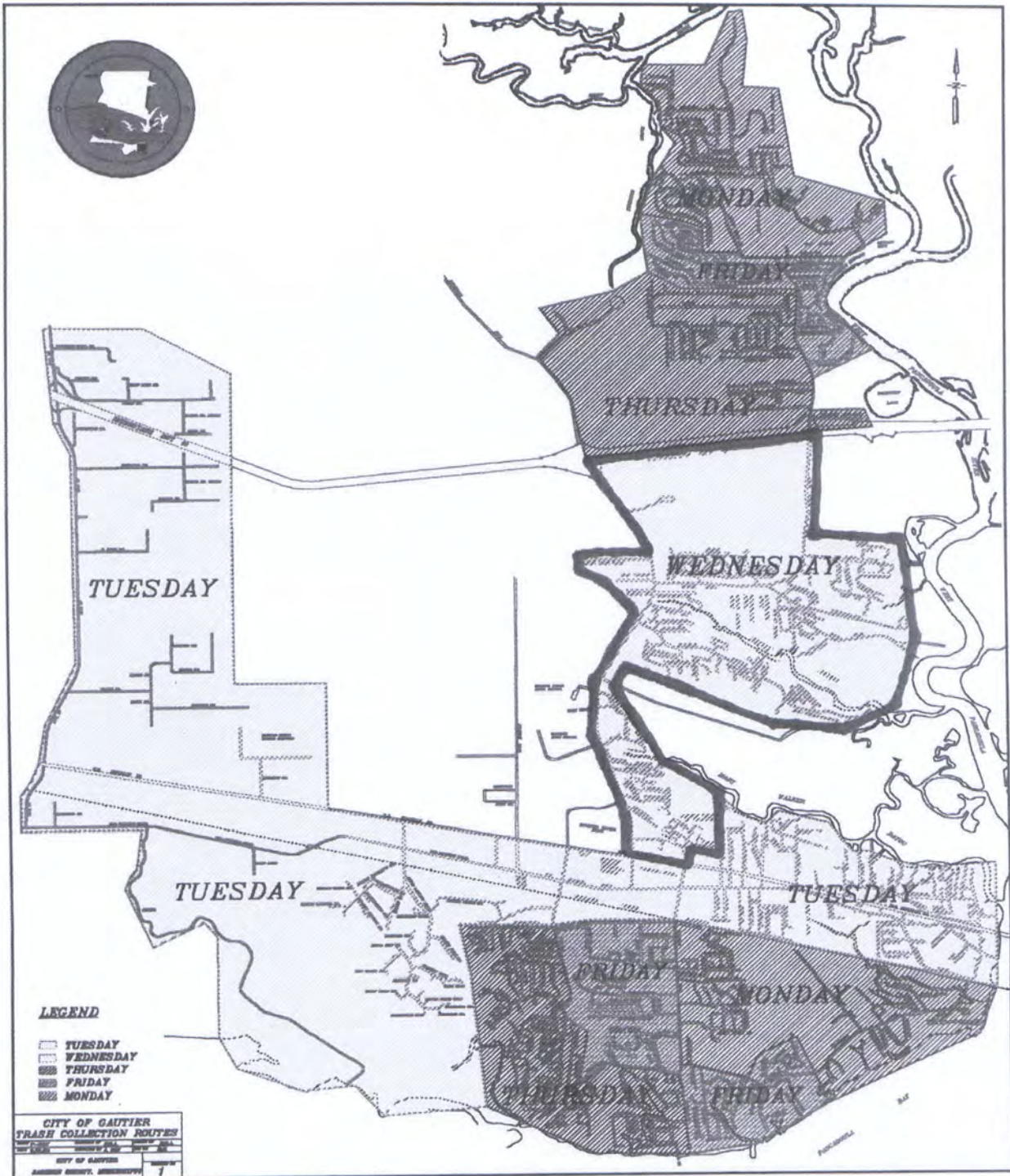


Exhibit B

Summary of services To Be Provided By The Contractor

SOLID WASTE SERVICES	FREQUENCY	CHARGE
Automated or manual residential Garbage Collection and Disposal:	Twice a Week	Included in Monthly Fee
Curbside recycling – collection includes 18 gallon bin, specified in Exhibit F	Once /Week	Included in Monthly Fee
Curbside Brush and Bulky items Collection Notice to Contract Area	Scheduled Two Times a Year	Included in Monthly Fee
Community and City Clean-up including Neighborhood Sweeps	As notified by CITY	Included in Monthly Fee
Out of Cycle Brush, Bulky Item or White Goods Collection & Disposal	Monday-Friday, Within 48 hrs. response from payment	In Accordance with Fee Schedule (Exhibit E)
Customer Service Office	On call Basis; Seven Day/Week; 24 Hrs. Emergency Telephone Number must be provided.	Included in Monthly Fee
Storm Damage Clean up and Disposal	As notified by City	Included in Monthly Fee
Christmas Tree Collection & Recycling	As required	Included in Monthly Fee

EXHIBIT C**FY 2012-2013 GARBAGE AND RECYCLING COLLECTION
HOLIDAY SCHEDULE**

To provide the highest level of customer service and to reduce the impact of make-up days the following schedule is proposed for Collection Personnel. The CONTRACTOR may opt to not work any holidays, and shall propose an acceptable make up collection schedule.

<u>Holiday</u>	<u>Day</u>	<u>Date</u>	<u>Scheduled Work</u>
<u>Day</u>			
Martin Luther King	Monday	January 21, 2013	YES
President's Day	Monday	February 18, 2013	YES
Good Friday	Friday	March 29 2013	YES
Memorial Day	Monday	May 27, 2013	YES
Independence Day	Thursday	July 4, 2013	YES
Labor Day	Monday	September 3, 2012	YES
Veteran's Day	Sunday	November 11, 2012	NO
Thanksgiving Day	Thursday	November 22, 2006	YES
Day after Thanksgiving	Friday	November 23, 2012	YES
Christmas Eve	Monday	December 24, 2012	YES
Christmas Day	Tuesday	December 25, 2012	YES
New Year's Eve	Monday	December 31, 2012	YES

OTHER SPECIAL EVENTS

<u>EVENT</u>	<u>DAY</u>	<u>DATE</u>	<u>Scheduled Work</u>
<u>Day</u>			
Christmas Tree Collection	Thursday	January 3, 2013	As required
City- wide Clean up	Saturday	April 13, 2013	As required

City shall update calendar on an annual basis. Special events dates may be revised.

Please note that the annual Christmas Tree Collection is usually performed on the first Wednesday of January and the City-wide Clean up event is usually held the third Saturday of each April.

EXHIBIT D

Fees for Out-of-Cycle Brush, Bulky Items, and White Goods Collection

Category	Fee
Single item pick up, white good, or other item ups to 8 cubic yards (cy)	\$50.00
Up to 16 cy	\$75.00
Up to 24 cy	\$100.00
Up to 32 cy	\$125.00

Exhibit E

Service Level Agreement (SLA) Time Commitments

Service	Category Code Number	Category Code Description	SLA Time Commitments/ Number of Business Days
Manual Garbage Collection	100	Garbage, No Pickup	2
	101	Garbage, Scattered Material	2
	103	Trash Can, Rough Handling	5
	104	Garbage, Can/Bins in Street	2
	105	Trash Can/Lid Missing	5
	106	Alley Problems	5
	107	Trash Can Placement (yard, over fence, etc.)	2
	108	Garbage Misc.	5
	109	Garbage Crew Customer Service	3
Automated Garbage Collection	110	No P/U Automated Garbage	2
	111	Lost/Stolen Container (Automated)	2
	112	Damaged Container (Automated)	2
	113	Request for Special Collection	9
	114	Request for Disability Assistance	2
	115	Request for Move-in Container Delivery	2
	116	Request for Move-out Container Pick up	2
	117	Automated Collection Information	3
	118	Automated Misc.	5
	119	Automated Crew Customer Service	3
Brush/Bulky Item Collection	120	Brush No Pickup	6
	121	Brush Partial Pickup	6
	122	Storm Damage	14
	123	Out of Cycle Request	14
	124	Brush Collection Information	7
	126	Illegal Dumping	14
	127	No Brush Notice	3
	128	Brush Misc.	5
	129	Brush Crew Customer Service	3
Solid Waste Miscellaneous	130	Solid Waste Misc.	5
	131	Request for New Service	3
	132	Solid Waste Fees and Charges	5
	133	Customer Service - Reporting a driver or vehicle	3
	134	Solid Waste Compliments	3

The performance standard for each category is as stated throughout the RFP; the SLA's time commitment is to denote the deadline to close service requests

EXHIBIT F

Monthly Contract Report

Contact Area: _____ Company: _____ Month: _____ Year: _____

1. TOTAL WASTE OR GARBAGE COLLECTION:

- a) Tons Collected _____
- b) Total Number of garbage set-outs by homes picked during month: _____

2. BRUSH COLLECTION (Disposed at the Landfill):

- | | | | |
|----|--|----------------|-------|
| a) | Brush Collection | Tons Collected | _____ |
| b) | Other (Christmas Tree, Storm Damage, etc.) | Tons Collected | _____ |
| c) | TOTAL | Tons Collected | _____ |

a) Number of Contracted Residential Units _____

b) Average Number of Homes picked up during the week: _____

4. Total Waste Stream (Tons per Month) _____

ATTACHMENTS

RFP ATTACHMENT A

Respondent Qualification General Questionnaire

1. Name/Name of Agency/Company: Waste Pro of Mississippi, Inc.
2. Address: 4205 Beasley Road, Gautier, Mississippi 39553

3. Telephone/FAX: 228-818-5393/ 228-818-5392
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
Yes___ No X__
5. Is your Company authorized and/or licensed to do business in Mississippi?
Yes X__ No___
6. Where is the Company's corporate headquarters located? Longwood, Florida
7. a. Does the Company have an office located in Gautier, Mississippi?
Yes X__ No___
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Gautier office?
5 (years) 1 (months)
c. State the number of full-time employees at the Gautier office. 115
8. a. If the Company does not have a Gautier office, does the Company have an office located in Jackson County, Mississippi?
Yes___ No___
b. If the answer to the previous question is yes, how long has the Company conducted business from its Jackson County office?
____ (years) ____ (months)
c. State the number of full-time employees at the Jackson County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

RFP ATTACHMENT B

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Gautier or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Gautier or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT C

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by CONTRACTOR to City

- (a) **Compliance Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. **By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the CONTRACTOR.** Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter which may reflect upon the CONTRACTOR's competency and integrity. The City relies upon CONTRACTOR's Warranty and shall treat the CONTRACTOR as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. CONTRACTOR acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. CONTRACTOR warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against CONTRACTOR or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against CONTRACTOR or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, CONTRACTOR must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, CONTRACTOR must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning CONTRACTOR, its operations, or employees / agents / representatives may impact the responsible status of CONTRACTOR, i.e., render the CONTRACTOR unqualified, or detract from CONTRACTOR's competency standing. In reliance on CONTRACTOR's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the CONTRACTOR except that the City shall duly pay CONTRACTOR for work or services performed to date of termination, should the City determine, following award of the Contract that CONTRACTOR failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

- (b) **Criminal Histories. Pending and Resolved; Termination. CONTRACTOR must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to CONTRACTOR's person, and to all persons working for CONTRACTOR in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with CONTRACTOR's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, CONTRACTOR must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, CONTRACTOR shall be without recourse and remedy, except for the City's payment to CONTRACTOR for services or work performed up to date of termination.**
- (c) **Voidable Contract: CONTRACTOR's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due CONTRACTOR, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid CONTRACTOR, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. CONTRACTOR understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from CONTRACTOR to City and due to the City's reliance on the CONTRACTOR's Warranty of Regulatory Compliance and clean Criminal History.**

RFP ATTACHMENT D**PRICING SCHEDULE**

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

- 1. Monthly contract rate per residential unit to be charged for the type of Solid Waste Services for the City of Gautier and breakdown of rate: (All spaces must be completed with a price).**

Solid Waste Services for City of Gautier	Price for Solid Waste Services per Month (Manual Collection)	Price for Solid Waste Services per Month (Automated Collection)
Option A. Manual Garbage Collection		
Option B. Conversion to Automated Garbage Collection		
Garbage Disposal		
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal.		
Community or City-wide clean-up events and disposal		
Total Monthly Residential Rate (Does not include Customer Billings which are performed and absorbed by the CITY, except for costs for out-of-cycle services which are billed directly by the CONTRACTOR.)		

- 2. ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION (Provide attachment if necessary.)**

RFP ATTACHMENT E

INSURANCE REQUIRMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Purchasing Department , 3330 Hwy 90 MS 39553, Attn: Cindy Steen, which shall be clearly labeled Municipal Solid Waste Collection, Disposal Services for the City of Gautier 2012 in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Purchasing Department, Attn: Cindy Steen, and no officer or employee, other than the *City Clerk* , shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by the *City Clerk*, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Mississippi.

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000.000.
Bodily Injury Liability	\$1,000.000.each occurrence
except automobile	\$1,000.000.aggregate
Property Damage Liability	\$1,000.000.each occurrence
except automobile	\$1,000.000.aggregate
Automobile Bodily Injury	\$1,000.000.each person
Liability	\$1,000.000.each occurrence
Excess Umbrella Liability	\$1,000.000.each occurrence

The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or

exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to CITY at an address provided by CITY within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Name the City and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Gautier where the City is an additional insured shown on the policy;
3. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of Gautier	City of Gautier
City Clerk	Public Works Director
Municipal Solid Waste Collection, Disposal Services for the Gautier Area 2012	Municipal Solid Waste Collection, Disposal Services for the City of Gautier Area 2012
3330 Hwy 90	3305 Gautier Vancleave Rd
Gautier, MS 39553	Gautier, MS 39553

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subCONTRACTORS' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT F INDEMNIFICATION REQUIREMENTS

RESPONDENT / PROPONENT, if selected, hereafter referred to as RESPONDENT OR CONTRACTOR, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subCONTRACTOR of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, known to RESPONDENT, related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR / RESPONDENT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage,

and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this contract.

RFP ATTACHMENT G

SIGNATURE PAGE

“✓” Check box that indicates business structure of Respondent

- ☐ Individual or Proprietorship
☐ Partnership or Joint Venture
☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

11-digit Comptroller's Taxpayer Number

Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____
Printed Name: _____
Title: _____

By: _____
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)
Printed Name: _____
Title: _____

Employer Identification Number

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments E & F.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
3. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
4. Respondent agrees to fully and truthfully submit a Respondent Qualification General Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

RFP ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
<i>[Insert Tab]</i>	Respondent Qualification General Questionnaire (RFP Attachment A)	
<i>[Insert Tab]</i>	Litigation Disclosure (RFP Attachment B)	
<i>[Insert Tab]</i>	Pricing Schedule (RFP Attachment D)	
<i>[Insert Tab]</i>	Experience, Background, Qualifications	
<i>[Insert Tab]</i>	Proposed Plan for Service Delivery	
<i>[Insert Tab]</i>	Annual Financial Statement	
<i>[Insert Tab]</i>	Proof of Insurability (Letter and Copy of Current Certificate of Insurance	
<i>[Insert Tab]</i>	*Signature Page (& Resolution, if applicable) (RFP Attachment G)	
<i>[Insert Tab]</i>	Proposal Checklist (RFP Attachment H)	
	One (1) Original and seven(7) Copies of Proposal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

Addendum to Request for proposal (RFP) for Municipal Solid Waste Disposal Services for Gautier,
Mississippi 2012

Section VI. Page 14 shall read - A Pre-Submittal Conference will be held at 3330 Hwy 90 on **August 7th 2012**, at 10:00 AM.

Section C. Option B: Page 5 – **remove item 5**. For container damaged by the Contractor, agreed offsets may be deducted from the monthly invoice.

Exhibit B on pg. 28 shall read **Once a Week** instead of Twice a Week.

Section IV. Page 12 Termination of Contract shall read - Section B shall read the Contactor must notify the City not less than thirty (30) days prior to termination.

Section VI. Page 13 Term of Contract shall read – The term of this contract shall be for a (4) year period beginning on September 1, 2012, and ending September 1, 2016. All optional terms, if any shall commence on September 1st 2012 and end September 1, 2016.

The City shall have the option to renew this Contract for additional (2) two one year term.

Andy,

Should I take out on page 6 paragraph 7 on Automated Collection Education Campaign, if so I should put something in the contract about automated/semi-automated so that all trash will be picked up curbside except white goods?

ADDENDUM NO. 2

FOR

MUNICIPAL SOLID WASTE DISPOSAL SERVICES GAUTIER, MISSISSIPPI

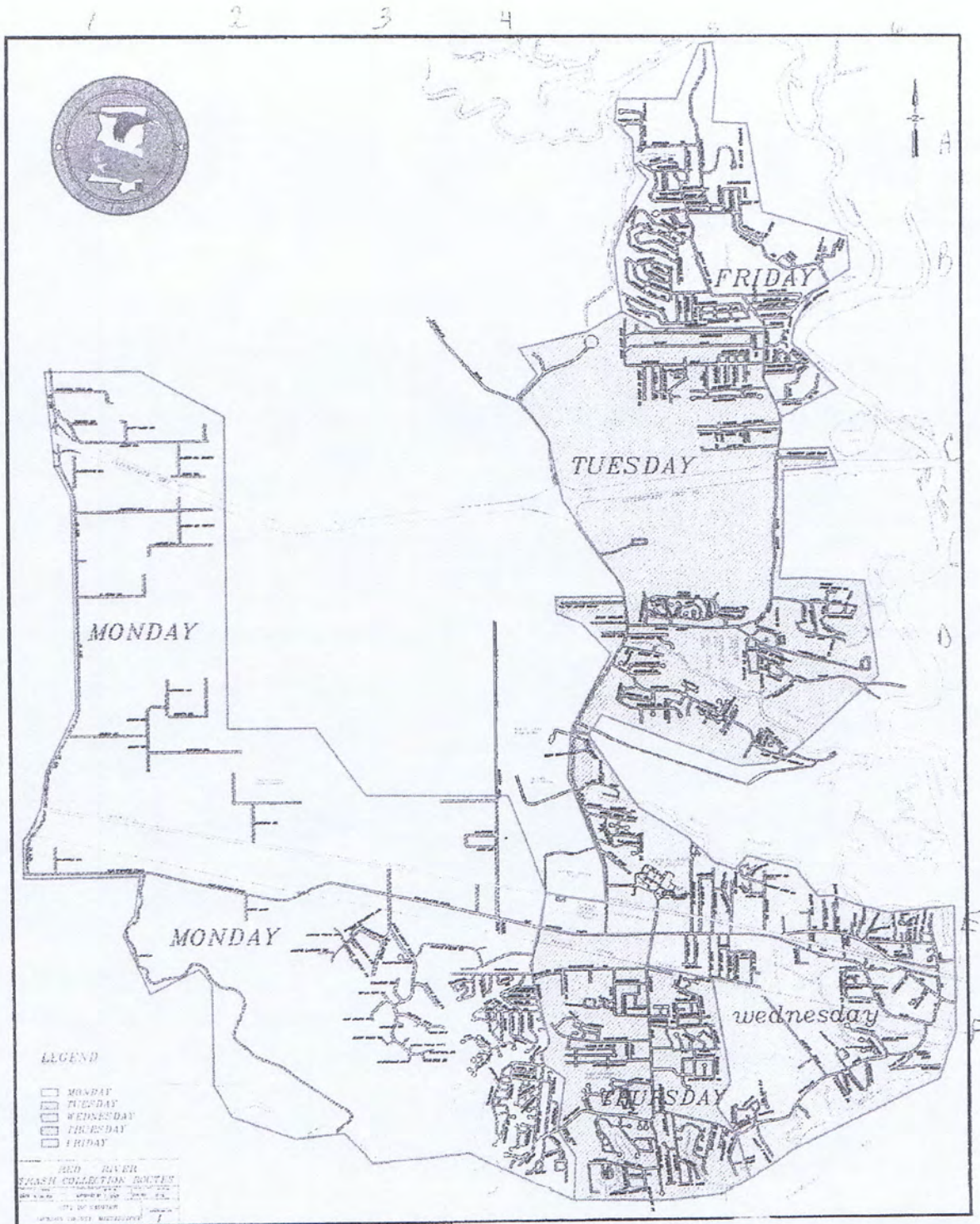
This addendum is hereby made a part of the Contract documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the Bid.

Listed below are the revisions and clarifications which are referenced to the designated locations in the Advertisement, specifications

Exhibit "A" Map should be the following Attachment for current garbage pickups.

GENERAL INFORMATION:

The City of Gautier reserves the right to accept alternate products, materials and systems not specifically stated herein.



ADDENDUM NO. 3

FOR

MUNICIPAL SOLID WASTE DISPOSAL SERVICES GAUTIER, MISSISSIPPI

This addendum is hereby made a part of the Contract documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the Bid.

Listed below are the revisions and clarifications which are referenced to the designated locations in the Advertisement, specifications

Page 21 XVI Final questions accepted shall be Friday August 10th 2012 at noon.

Page 23 XVIII Glossary item C shall state that Contractor will not be responsible for collection of tires and Contractor will not be responsible for recovery of Freon from refrigeration appliances.

GENERAL INFORMATION:

The City of Gautier reserves the right to accept alternate products, materials and systems not specifically stated herein.

Addendum to Request for proposal (RFP) for Municipal Solid Waste Disposal Services for Gautier,
Mississippi 2012

1. Section VI. Page 14 shall read - A Pre-Submittal Conference will be held at 3330 Hwy 90 on **August 7th 2012**, at 10:00 AM.
2. Section C. Option B: Page 5 – **remove item 5**. For container damaged by the Contractor, agreed offsets may be deducted from the monthly invoice.
3. Exhibit B on pg. 28 shall read **Once a Week** instead of Twice a Week.
4. Section IV. Page 12 Termination of Contract - Section B shall read the Contactor must notify the City not less than thirty **(30)** thirty days prior to termination.
5. Section VI. Page 13 Term of Contract shall read – The term of this contract shall be for a **(4) year** period beginning on September 1, 2012, and ending September 1, 2016. All optional terms, if any shall commence on September 1st 2012 and end September 1, 2016.
6. The City shall have the option to renew this Contract for additional **(2)** two one year term.
7. Page 4. Manual/automated Methodology shall state that the City will be asking for proposals on Automated/Semi-automated Service. Remove Manual from proposal.
8. Page 5. Remove section B. remove Option A: Manual Garbage Collection Disposal Services
9. Page 11 IV Interruption of Service: Offset for City's Response Costs shall read – forty eight hours shall be changed to Five Business Days. And (72) seventy two hours shall be changed to (30) days .
10. Page 15 remove Operational Plan
11. Page 23 Section A. shall be changed to automated Semi automated Garbage Collection: Add that all trash other than can shall be picked up by the Contractor.
- 12.

ADDENDUM NO. 4

FOR

MUNICIPAL SOLID WASTE DISPOSAL SERVICES GAUTIER, MISSISSIPPI

This addendum is hereby made a part of the Contract documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the Bid.

Listed below are the revisions and clarifications which are referenced to the designated locations in the Advertisement, specifications

Section II. Scope of Services, H shall read as follows: Storm damage or natural disaster clean-up and disposal: The CONTRACTOR is expected to resume service as soon as the streets are clear after a storm. The CONTRACTOR shall document any increase in volume of household garbage for compensation by the CITY and provide copies of the documentation for the CITY to submit for FEMA reimbursement.

GENERAL INFORMATION:

The City of Gautier reserves the right to accept alternate products, materials and systems not specifically stated herein.

August 1, 2012

Questions – City of Gautier, MS Request for Proposals

Submitted by Advanced Disposal Services Gulf Coast LLC

What is the correct Pre-Submittal Conference date and time? See Addendum

What is the correct proposals due date and time? See Addendum

Is this a firm price contract or will CPI be allowed? See Addendum

Is Exhibit A “map” – the most current and correct map? See Addendum

Are you seeking Automated or Semi-Automated Service? See Addendum

Is the Service for garbage manual and automated once or twice per week? See Addendum

In the fully automated system – the carts belong to the contractor, and the contractor is responsible for replacing or fixing all lost and damaged carts – then why would you deduct for the monthly invoice for carts damaged by contractor? Does this apply to B. manual collection containers provided by the customer? See Addendum

Are there any limits on the Manual Garbage Collection? For example, # of carts/bags size of brush/green wastes piles? NO

Would Direct mail be approved for providing communication to the customers for the “Brush and Bulky Item Collection” versus hand delivery by house? The city will be responsible for notifying customers on the utility bill. The cost not to exceed \$500.00 will be credited from payments to contractor.

Please quantify the storm damage or natural disaster clean-up and disposal. How should this be “included in the price”? How does one quantify this? Example a Category 1 vs. a Category 5 Hurricane? Please see clarification in RFP

Must the Contractor have an office in the City of Gautier to be considered responsive? No. Based on Council’s past actions, the Council will likely give preference to a local Contractor but it want be a requirement in the RFP.

What are the Haul Volumes for the last 3 years on the on-call 20 yards (as needed)? Average of 36 hauls per year since 2009

Would you consider a 3 year contract with 3 – (1) year renewals? The equipment for this contract is a sizeable investment for a one year contract. You are placing an undue hardship on all companies except the current contractor. Is this by design? It's a distinct unfair advantage to all other potential proposers, and does not allow for the best possible pricing to the City of Gautier! See Addendum

Restrictions of communications – Does this include elected officials? All Communications will be directed to the Public Works Director or City Manager.

Who will serve on the Selection committee? City Manager and Department Directors

Will the City consider offering an extension to the current contractor for 30 days in case a new service provider for the City of Gautier is selected? See Addendum

Is "Professional Tree Service Debris" the responsibility of the service provider? NO

Are Tires and Freon the responsibility of the service provider? Normally Freon must be removed by a certified HVAC Technician prior to placing items at the curb for collection. See Addendum

Page 42, states "Under Texas Law" should this not be "Under Mississippi Law"? Yes

What is your current service level? 1X a week or 2X a week? See Addendum

Does the current contractor provide a (95) gallon cart for garbage service? Yes

If a cart is provided what is the current monthly charge for it? Included in rate

What is your current rate per month per residential unit? \$17.00

Does the current contractor bill separately for the Containers at the various City locations as referenced on page 10 of the RFP Document? If so please provide the pricing for the services as listed. NO

Please provide copies of all questions and answers to Advanced Disposal as submitted by ALL other potential proposers for this Request for Proposal. Email address is ggreene@advanceddisposal.com Fax # is 228-392-3508.

RFP ATTACHMENT D

PRICING SCHEDULE

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

- 1. Monthly contract rate per residential unit to be charged Solid Waste Services for the City of Gautier and breakdown of rate: (All spaces must be completed with a price).**

Solid Waste Services for City of Gautier	Price for Solid Waste Services per Month (Automated/Semi Collection)
Automated/Semi Automated Garbage Collection	
Garbage Disposal	
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal.	
Community or City-wide clean-up events and disposal	
Total Monthly Residential Rate (Does not include Customer Billings which are performed and absorbed by the CITY, except for costs for out-of-cycle services which are billed directly by the CONTRACTOR.)	

- 2. ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION (Provide attachment if necessary.)**

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 225-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 23, 2014.

Docket of Claims
Release date from 09/23/2014 thru 09/23/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	142780	09/23/2014	09/15/2014			70.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	BOOSTER SHOTS:JUSTICE	192466	09/12/2014			70.00	
001	VERNON W. DOSTER MD	142781	09/23/2014	09/15/2014			75.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	PRE-EMP PHYSICAL:BENCKINI	13591	08/05/2014			50.00	
	001-100-604	DRUGSCREEN:BENCKINI	13591	08/05/2014			25.00	
001	SPORTABOUT	142782	09/23/2014	09/15/2014			160.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	JERSEY,CHEERLEADER (40):NAMES	2027	07/26/2014			160.00	
001	DELTA SANITATION OF MS, LLC	142783	09/23/2014	09/15/2014			175.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	FRAZIER PORT O LET	000047711	08/31/2014			175.00	
001	AIRGAS USA, LLC	142784	09/23/2014	09/15/2014			193.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9921478593	09/30/2014			193.01	
001	ADVANCE AUTO PARTS	142786	09/23/2014	09/15/2014			152.27	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	TOOL SET,SCREWDRIVER SET,LIGHT	5551	08/19/2014			52.28	
	001-170-639	POWER JUMPSTER	6926	08/29/2014			99.99	
001	JACKSON COUNTY ADULT DETENTION CENTER	142787	09/23/2014	09/16/2014			16,679.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	AUG 2014 ADC CHGS	08312014	09/15/2014			16,660.00	
	001-010-696	PHARMACY CHARGES	08312014	09/15/2014			19.16	
001	FUELMAN OF MS	142788	09/23/2014	09/16/2014			3,751.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP42290062	09/15/2014			91.44	
	001-092-525	UNL FUEL	NP42290062	09/15/2014			71.42	
	001-100-525	UNL FUEL	NP42290062	09/15/2014			2,863.72	
	001-161-525	UNL & DSL FUEL	NP42290062	09/15/2014			492.72	
	001-170-525	UNL FUEL	NP42290062	09/15/2014			163.63	
	001-205-525	UNL & DSL FUEL	NP42290062	09/15/2014			68.18	
001	SOUTHERN PEST CONTROL INC	142791	09/23/2014	09/16/2014			333.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	CITY FACILITIES	280965	09/15/2014			333.30	
001	CUPIT SIGNS INC	142794	09/23/2014	09/16/2014			114.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-620	CITY LOGO DECAL(12)	10432	07/22/2014			114.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	142795	09/23/2014	09/18/2014			665.26	
	Account Number	Description	Invoice #	Date	F.O.	Amount		
	001-100-605	POLICE CELLS	0032680896	09/11/2014			665.26	
001	ROPER SUPPLY	142797	09/23/2014	09/18/2014			253.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	ID CASE HOLDER DBLE (10)	45739	09/15/2014	141092		115.00	
	001-100-559	FREIGHT	45739	09/15/2014	141092		12.50	
	001-090-559	BUILDING OFFICIAL BADGE	45562	07/28/2014	140832		95.00	
	001-090-559	BADGE HOLDER	45562	07/28/2014	140832		27.00	
	001-090-559	FREIGHT	45562	07/28/2014	140832		4.18	
001	DEMENT PRINTING CO	142798	09/23/2014	09/18/2014			434.92	
	Account Number	Description	Invoice #	Date	F.O.	Amount		
	001-010-620	MISDEMEANOR TICKET BOOKS	140619-001	09/15/2014	141057		426.00	
	001-010-620	SHIPPING	140619-001	09/15/2014	141057		8.92	
001	TEAM ONE COMMUNICATIONS, INC	142799	09/23/2014	09/18/2014			330.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	110V XTS2500 CHARGER (2)	9080063791	09/09/2014	141124		280.00	
	001-100-639	800MHZ STUB ANTENNA (2)	9080063791	09/09/2014	141124		50.00	
001	REYNOLDS WHOLESALE CO.	142800	09/23/2014	09/18/2014			1,173.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	GLOVES (LG)	42826	09/05/2014	141126		59.50	
	001-092-510	CS TISSUE (5)	42826	09/05/2014	141126		192.50	
	001-092-510	CS WHITE PAPER TOWELS (4)	42826	09/05/2014	141126		103.60	
	001-092-510	CS BROWN PAPER TOWELS (6)	42826	09/05/2014	141126		119.70	
	001-092-510	CS SPRAY LYSOL (2)	42826	09/05/2014	141126		136.56	
	001-092-510	CS URNIAL BLOCKS	42826	09/05/2014	141126		95.40	
	001-092-510	MOP HANDLE (2)	42826	09/05/2014	141126		17.90	
	001-092-510	GAL DAMP MOP (4)	42826	09/05/2014	141126		34.00	
	001-092-510	PUMICE STICK (4)	42826	09/05/2014	141126		11.96	
	001-092-510	TOILET MATS (6)	42826	09/05/2014	141126		49.60	
	001-092-510	BUCKET (PAIL)	42881	09/10/2014	141126		8.95	
	001-170-559	CS BROWN MF TOWELS (4)	42988	09/17/2014	141163		79.80	
	001-170-559	CS HS TISSUE (4)	42988	09/17/2014	141163		154.00	
	001-170-559	GAL PEARL HAND SOAP (4)	42988	09/17/2014	141163		43.80	
	001-170-559	CS 38X58 CAN LINERS (2)	42988	09/17/2014	141163		65.90	
001	MID SOUTH UNIFORM & SUPPLY, INC.	142802	09/23/2014	09/18/2014			517.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	3 NAVY PANTS W/BLUE: PRICE,B	519745	09/12/2014	141136		124.50	
	001-100-535	3 NAVY SS SHIRT: PRICE,B	519745	09/12/2014	141136		126.00	
	001-100-535	1 LS NAVY SHIRT: PRICE,B	519745	09/12/2014	141136		44.50	
	001-100-535	4 WHITE SS SHIRT: LEBHART,Z	519745	09/12/2014	141136		186.56	
	001-100-535	BRAID (6)	519745	09/12/2014	141136		25.50	
	001-100-535	SEW ON PATCHES (16)	519745	09/12/2014	141136		10.72	

Docket of Claims
Release date from 09/23/2014 thru 09/23/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO.	142804	09/23/2014	09/18/2014			91.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS 40X48 CAN LINERS (4)	91926	09/09/2014	141101	75.80		
	001-092-510	CS 33X40 CAN LINERS (4)	91654	09/04/2014	141101	59.96		
	001-092-510	20 YELLOW SCRUB SPONGE	91654	09/04/2014	141101	15.80		
	001-092-510	RTN CR: 33X40 CAN LINERS (4)	6366CM	09/12/2014	141101	-59.96		
001	CUSTOM PRODUCTS CORPORATION	142806	09/23/2014	09/18/2014			1,591.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	18X24 SPEED LIMIT 25 (4)	253551	08/25/2014	141052	84.32		
	001-201-576	10 FT POSTS (50)	253551	08/25/2014	141052	805.50		
	001-201-576	30X30 STOP SIGN (5)	253551	08/25/2014	141052	208.80		
	001-201-576	18X24 SPEED LIMIT 30 (4)	253551	08/25/2014	141052	84.32		
	001-201-576	SIGN BRACKETS U CHANNEL (25)	253551	08/25/2014	141052	116.25		
	001-201-576	FLAT BRACKET (25)	253551	08/25/2014	141052	118.00		
	001-201-576	STREET SIGNS (3)	253551	08/25/2014	141052	94.68		
	001-201-576	FREIGHT	253551	08/25/2014	141052	80.00		
001	COOPER FAMILY MED CENTER	142807	09/23/2014	09/18/2014			150.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ACADEMY PHYSICAL;PRICE, B	33287	09/11/2014	141134	150.00		
001	GULF COAST ARMY NAVY STORE	142808	09/23/2014	09/18/2014			125.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	3 BDU PANTS: PRICE, B	454757	09/17/2014	141131	125.00		
001	PASCAGOULA TIRE & SERVICE	142809	09/23/2014	09/18/2014			485.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	SET FS FIREHAWK GTX UNIT#31	60600	09/05/2014	141085	485.52		
001	SECURE NETWORKS LLC	142810	09/23/2014	09/18/2014			833.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-561	DELL OPTIPLEX 3020 (CODE ENP)	2171	09/05/2014	141073	558.00		
	001-090-561	MS OFFICE:HOME-BUSINESS	2171	09/05/2014	141073	250.00		
	001-090-561	SHIPPING	2171	09/05/2014	141073	25.00		
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	142811	09/23/2014	09/18/2014			188.48	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-045-500	BELKIN HI-SPEED USB HUB	3242228515	09/11/2014	141143	17.54		
	001-045-500	BELKIN 6' USB EXT CABLE	3242228520	09/11/2014	141143	10.99		
	001-045-500	STAPLES EXP FILE POCKETS	3242228520	09/11/2014	141143	41.11		
	001-001-559	SMEAD COLORED INT FOLDERS	3242228521	09/11/2014	141145	32.09		
	001-001-559	SMEAD COLORED INT FOLDERS	3242228521	09/11/2014	141145	27.29		
	001-001-559	10X13 EXP ENVELOPES (2)	3242228521	09/11/2014	141145	59.46		
001	CUPIT SIGNS INC	142812	09/23/2014	09/18/2014			550.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-550	6" NO SMOKING DECALS (200)	10523	08/18/2014	140977	550.00		

Docket of Claims
Release date from 09/23/2014 thru 09/23/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C.B.S.	142813	09/23/2014	09/18/2014			885.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-577	200A 240V 3SN SW NMA3R (2)	PAS/028689	08/27/2014	141078	585.40		
	001-170-577	200A 250V RK5 TD FUSE (4)	PAS/028689	08/27/2014	141078	135.00		
	001-170-577	12X12X6 JUNCTION BOX (2)	PAS/028689	08/27/2014	141078	66.88		
	001-170-577	3/0-6AWG INS TAP CONN (6)	PAS/028689	08/27/2014	141078	98.10		
001	EMBROIDME	142815	09/23/2014	09/18/2014			175.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	SHIRTS W/ LOGOS (12)	230965	09/18/2014	141154	135.00		
	001-170-502	CAPS (2)	230965	09/18/2014	141154	25.00		
	001-170-502	LOGO SET UP FEE	230965	09/18/2014	141154	15.00		
001	ECONOMY BOOTS SALES & SERVICE	142816	09/23/2014	09/18/2014			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	STAMP 15 RADIO HOLSTERS	921793	09/17/2014	140783	50.00		
	001-100-559	SWAT DUTY BOOTS: WALTMAN,J	36290	08/26/2014	141069	100.00		
	001-100-559	SWAT DUTY BOOTS: HARKIN,W	36289	08/26/2014	141069	100.00		
FUND TOTAL	1 Claims	to	Checks	27 Total	30,403.51 Manual	Held	Total	30,403.51

Docket of Claims
Release date from 09/23/2014 thru 09/23/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
103	MID SOUTH UNIFORM & SUPPLY, INC.	142803	09/23/2014	09/18/2014			2,016.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	103-100-799	XTREME HP BODY ARMOR LII (3)	519705	09/12/2014	140551		2,016.00	
FUND TOTAL 103 Claims	to	Checks	1 Total	2,016.00 Manual		Held	Total	2,016.00

Docket of Claims
Release date from 09/23/2014 thru 09/23/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	A-1 TREE SERVICE, INC	142814	09/23/2014	09/18/2014			4,800.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	130-130-755	TREE-STUMP REMOVAL:N SUB-STN	09152014	09/15/2014	141137		4,800.00	
FUND TOTAL 130 Claims	to	Checks	1 Total	4,800.00 Manual		Held	Total	4,800.00

Docket of Claims
Release date from 09/23/2014 thru 09/23/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SIRCHIE CORPORATION	142805	09/23/2014	09/18/2014			277.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-799	QT COLLECTION CONTAINER (2)	0178157-IN	09/05/2014	141125	71.90		
	160-161-799	GAL COLLECTION CONTAINER (1)	0178157-IN	09/05/2014	141125	59.95		
	160-161-799	EZ PEEL EVIDENCE TAPE (1)	0178157-IN	09/05/2014	141125	13.95		
	160-161-799	FIRE LINE BARRIER TAPE (4)	0178157-IN	09/05/2014	141125	58.00		
	160-161-799	CHAR DEPTH GAUGE (1)	0178157-IN	09/05/2014	141125	19.95		
	160-161-799	EVIDENCE/CHAIN OF POSS (100)	0178157-IN	09/05/2014	141125	29.75		
	160-161-799	SHIPPING	0178157-IN	09/05/2014	141125	24.10		
FUND TOTAL 160 Claims	to	Checks	1 Total	277.60 Manual	Held	Total	277.60	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FUELMAN OF MS	142789	09/23/2014	09/16/2014			124.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP42290062	09/15/2014			124.28	
176	AD2 INC	142792	09/23/2014	09/16/2014			140.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOST FEE SEP 2014	2493	09/15/2014			25.00	
	176-170-699	SHOPPING CART SEP 2014	2493	09/15/2014			115.00	
176	REYNOLDS WHOLESALE CO.	142801	09/23/2014	09/18/2014			106.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	CS 8" BROWN ROLL TOWELS (2)	42987	09/17/2014	141162		47.90	
	176-170-559	CS JUMBO TISSUE ROLLS (2)	42987	09/17/2014	141162		59.00	
FUND TOTAL 176 Claims		to	Checks	3 Total	371.18 Manual	Held	Total	371.18

Docket of Claims
Release date from 09/23/2014 thru 09/23/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	142785	09/23/2014	09/15/2014			70.95	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	MONTHLY SERVICE	2284972276	09/06/2014				70.95
400	FUELMAN OF MS	142790	09/23/2014	09/16/2014			60.37	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-525	UNL FUEL	NP42290062	09/15/2014				60.37
400	IRBY'S ANSWERING SERVICE	142793	09/23/2014	09/16/2014			382.26	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	SERVICE 9/10-10/07	277-091014	09/10/2014				382.26
400	ARISTA INFORMATION SYSTEMS INC	142796	09/23/2014	09/18/2014			6,395.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	AUG 2014 STATEMENTS	17626	08/13/2014				1,395.50
	400-650-698	AUG 2014 POSTAGE	1425201409	08/13/2014				5,000.00
400	J H WRIGHT & ASSOCIATES, INC.	142817	09/23/2014	09/18/2014			1,201.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-584	NEMA 1 STARTER MOTOR (3)	378787	09/08/2014	141077			951.00
	400-651-584	240V POWER MONITOR (2)	378740	09/05/2014	141077			250.00
FUND TOTAL 400 Claims	to	Checks	5 Total	8,110.08 Manual		Held	Total	8,110.08

Docket of Claims
Release date from 09/23/2014 thru 09/23/2014

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	27 Total	30,403.51 Manual	Held	Total	30,403.51
FUND 103 Claims	to	Checks	1 Total	2,016.00 Manual	Held	Total	2,016.00
FUND 130 Claims	to	Checks	1 Total	4,800.00 Manual	Held	Total	4,800.00
FUND 160 Claims	to	Checks	1 Total	277.60 Manual	Held	Total	277.60
FUND 176 Claims	to	Checks	3 Total	371.18 Manual	Held	Total	371.18
FUND 400 Claims	to	Checks	5 Total	8,110.08 Manual	Held	Total	8,110.08
Total for all Funds		Checks	38 Total	45,978.37 Manual	Held	Total	45,978.37

Councilman Colledge wanted to go into Executive Session but the City Attorney was not present.

Councilman Jones made a motion that under city budget legislative account travel & training no expenditure committed without prior approval from the Mayor and Council. **Councilman Colledge** seconded the motion and the vote unanimously carried.

Councilman Jones made the motion effective September 29, 2014 with the exception of Fire, Police & Public Works personnel that all remaining city personnel will be placed on a eight (8) hour five (5) day work week. **Councilwoman Martin** seconded the motion and the following vote was recorded:

AYES: Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson

NAYS: Gordon Gollott
Adam Colledge

Motion passed

Councilman Anderson made the motion to amend the original motion to extend the date to October 6, 2014. **Councilwoman Martin** seconded the motion and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson

NAYS: Adam Colledge

Motion passed.

Councilwoman Martin made the motion to adjourn the meeting until October 7, 2014 at 6:30 PM. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of October 7, 2014.