

- 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