

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