

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 <sup>th</sup> July 2012
Pre-Submittal Conference	7 <sup>th</sup> August 2012 10:00 AM City Hall Council Chamber 3330 Hwy 90 Gautier, MS 39553
Final Questions Accepted	3 <sup>rd</sup> August 2012 Noon
Proposals due	16 <sup>th</sup> 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.