

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.**

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Teresa Montgomery, Interim City Clerk
Date: August 17, 2012
Subject: Solid Waste Contract

REQUEST:

According to State Law a City must not enter into a contract with a Solid Waste Company no longer than (6) six years. The City must issue an RFP to Waste Contractors to renew the City's services. This item consists of a request to the City Council to approve the agreement between the City of Gautier and the Solid Waste Company that best suits the best interest of the City.

BACKGROUND:

The City currently has a contract with Waste Pro for the amount of \$17.00 per household trash. Previous, the City had a contract with Red River Services and from there was acquired by Delta for the amount of \$18.86 per household trash. In 2006 Disposal held the contract for the City of Gautier. In that time frame the City experienced many service issues. Complaints varied in nature, including missed pickups and late service. The bids for a new contract were opened on August 16th and properly advertised. The lowest bid was \$11.67 from Advanced Disposal. The second lowest was the City's existing service company, Waste Pro, for the amount of \$12.50.

DISCUSSION:

In section 31-7-13 (r) in the MS Code it states that "After responses to the request for proposals have been duly received, the governing authority or agency shall select the most qualified proposal or proposals on the basis of price, technology and other relevant factors and from such proposals, but not limited to the terms thereof, negotiate and enter into contracts with one of more of the persons or firms submitting proposals.

RECOMMENDATION:

The City Council may:

1. Find that the continuing service with Waste Pro is in the best interest of the City based on MS Code 31-7-13(r) and stipulate reasons why; and authorize City Manager and City Attorney to enter into negotiations for contract price, or
2. Award contract to Advance Disposal.

ATTACHMENT(S):

Proposals

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	\$12.50
Recycling	Included
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal.	Included
Community or City-wide clean-up events and disposal	Included
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.)	\$12.50

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

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	See rate quote below for total service requested.
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal.	Included in total rate below for residential service.
Community or City-wide clean-up events and disposal	Included in total rate below for residential service.
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.)	\$12.90 per unit.

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

N/A