

Condensed Title:

A Request For Approval To Issue A Request For Proposals (RFP) For The Collection And Disposal Of Residential Solid Waste, Yard Trash And Bulk Waste And The Operation Of The City's Green Waste Facility; And Further Approve A Month-To-Month Extension With Waste Management, Inc., Until Such Time That Another Contract Is Awarded.

Key Intended Outcome Supported:

According to the 2009 Customer Satisfaction Survey, 82.7% of residents rated garbage/ trash collection as excellent or good.

Issue:

Shall the City Commission approve the issuance of a Request for Proposals?

Item Summary/Recommendation:

A residential solid waste collection contract was awarded to Waste Management Inc., of Florida (Waste Management) expiring on December 31, 2009. On October 17, 2007, the Mayor and Commission authorized the first one-year term renewal; and on December 10, 2008, the Mayor and Commission authorized for Waste Management to be on a month-to-month basis commencing Jan 1, 2009 and ending March 31, 2009; further referring the issue of whether or not to exercise the renewal term under the agreement to the Finance and Citywide Projects Committee, for its recommendation; and on January 28, 2009 the Mayor and Commission authorized the second one year term renewal commencing January 1, 2009, and ending on December 31, 2009.

The purpose of RFP No. 60-08/09 is to establish a contract, by means of sealed Proposals, for a qualified provider of solid waste collection services. The Contractor shall collect and dispose of all residential solid waste and yard trash from all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City.

The Contractor shall also remove debris such as fallen branches from the swale areas during regular pick-ups. The Contractor shall collect all yard trash bulk, remodeling and home repairs trash, household furniture, and white goods (collectively, "Bulk Waste") from all single-family homes, multiple dwellings, buildings of eight (8) or fewer units under common ownership.

THE ADMINISTRATION RECOMMENDS ISSUANCE OF THE RFP.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; display: inline-block;"></div> OBPI	1			
	2			
	3			
	4			
	Total			

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Gus Lopez, extension 6641

Sign-Offs: Department

Director	Assistant City Manager	City Manager
FHB <i>[Signature]</i> GL <i>[Signature]</i>	TH <i>[Signature]</i>	JMG <i>[Signature]</i>

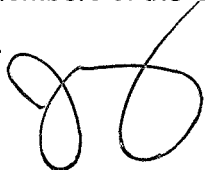
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COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: October 14, 2009

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD TRASH AND BULK WASTE AND THE OPERATION OF THE CITY'S GREEN WASTE FACILITY; AND FURTHER APPROVE A MONTH-TO-MONTH EXTENSION WITH WASTE MANAGEMENT, INC., UNTIL SUCH TIME THAT ANOTHER CONTRACT IS AWARDED.**

ADMINISTRATION RECOMMENDATION

Issue the RFP.

ANALYSIS

A residential solid waste collection contract was awarded to Waste Management Inc., of Florida (Waste Management) expiring on December 31, 2009. On October 17, 2007, the Mayor and Commission authorized the first one-year term renewal; and on December 10, 2008, the Mayor and Commission authorized for Waste Management to be on a month-to-month basis commencing Jan 1, 2009 and ending March 31, 2009; further referring the issue of whether or not to exercise the renewal term under the agreement to the Finance and Citywide Projects Committee, for its recommendation; and on January 28, 2009 the Mayor and Commission authorized the second one year term renewal commencing January 1, 2009, and ending on December 31, 2009.

The purpose of RFP No. 60-08/09 is to establish a contract, by means of sealed Proposals, for a qualified provider of solid waste collection services. The Contractor shall collect and dispose of all residential solid waste and yard trash from all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City.

The Contractor shall also remove debris such as fallen branches from the swale areas during regular pick-ups. The Contractor shall collect all yard trash bulk, remodeling and home repairs trash, household furniture, and white goods (collectively, "Bulk Waste") from all single-family homes, multiple dwellings, buildings of eight (8) or fewer units under common ownership.

SCOPE OF SERVICES

The following Scope of Services for the Request for Proposals (RFP) has been developed by the Sanitation Division of the Public Works Department. The Scope of Services addresses schedules, frequency, specific functions of the contractor, equipment, response time, special events, and customer service. The total average residential accounts being serviced monthly is approximately 6,373 with approximately 1,000 tons of residential solid waste and yard trash and bulk waste being collected per month. The RFP will form the basis for the selection of vendor(s) and the negotiation of a multi-year contract.

COLLECTION SERVICE OF RESIDENTIAL SOLID WASTE AND YARD TRASH

- 1.1 **Description of Work:** The Contractor shall collect and dispose of all residential solid waste and yard trash from all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City. The Contractor shall also remove debris such as fallen branches from the swale areas during regular pick-ups.
- 1.2 **Frequency of Collection:** The Contractor shall collect solid waste from places of residence within the contract collection area at least two (2) times per week, with collections at least three (3) days apart. The Contractor shall collect yard trash at curbside every scheduled garbage pick-up day of the week.
- 1.3 **Holiday:** The only holiday with no service to residents will be Christmas Day.
- 1.4 **Hours of Collection:** Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the City Manager, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval.
- 1.5 **Point of Pickup of Residential & Multiple Dwelling Garbage:** Collections of garbage and rubbish shall be at the house backyard or side yard and at ground level.
- 1.6 **Receptacle:** The Contractor shall be required to pick up all garbage and rubbish from residential units which have been properly prepared and stored for collection as follows:

All garbage, trash, and rubbish shall be placed in a garbage can or in such other plastic disposal bag and shall be placed at curbside or at such other single collection point as may be agreed upon by the Contractor and the customer.

Usual household trash shall either be placed in containers where it shall be collected in the same manner as garbage or at curbside. Non-containerized trash shall be collected providing that it does not exceed four (4) feet in length nor be greater than fifty (50) pounds in weight for any piece or segment of such materials.
- 1.7 **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. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. Metal cans can be replaced upright with covers securely and properly in place on the cans-or can be inverted with covers placed topside up on the ground next to the container. Plastic cans shall be inverted with covers placed topside up on the ground next to the container. 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.

- 1.8 **Preparation of Yard Trash for Collection:** The Contractor shall pick up all yard trash generated from residential units which has been properly prepared and stored for collection as follows:

Garden and Yard Trash - Regular placed adjacent to the pavement or traveled way of the street in containers or bundles less than fifty (50) pounds each and with no dimension over four (4) feet each, or limbs/branches not greater than four (4) inches in diameter, shall be collected twice per week.

The contractor shall clean swale and median areas adjacent to designated collection routes of all accumulated palm fronds and bulky tree debris.

Non-containerized Yard Trash and Yard Trash-Bulk will be collected by the Contractor on a scheduled basis at no additional charge. Such services shall be provided up to four (4) times per year on dates scheduled by the contractor individually with each residential account. In the event of a dispute between a Contractor and a customer as to what constitutes bulky yard trash, the situation will be reviewed and decided by the Contract Administrator whose decision will be final.

- 1.9 **Residential Solid Waste Collection Equipment:** The Contractor shall provide new equipment to commence contract. New equipment is defined as trucks having less than 2,000 miles. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. For residential collections, equipment shall be of the enclosed loader packer type, and 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. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

Equipment is to be painted uniformly with the name of the Contractor, business telephone number, and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the City.

- 1.10 **Yard Trash Collection 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. Collection vehicles shall be of the enclosed loader packer type or other vehicle designed to allow for efficient collection of yard trash. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All replacement and additional vehicles shall be new equipment unless otherwise agreed to by the City. 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. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

SERVICES TO BE PERFORMED BY THE CONTRACTOR - YARD TRASH-BULK, REMODELING AND HOME REPAIRS TRASH, HOUSEHOLD FURNITURE AND WHITE GOODS.

- 2.0 **Description of Work:** The contractor shall collect all yard trash bulk, remodeling and home repairs trash, household furniture, and white goods (collectively, "Bulk Waste") from all single-family homes, multiple dwellings, buildings of eight (8) or fewer units under common ownership.
- 2.1 **Frequency of Collection:** The Contractor shall collect such Bulk Waste only on dates scheduled by Contractor individually with each Residential Account (a Residential Account means either a Residence (Single Family) or Multiple Dwelling Unit). Contractor shall collect, without additional charge to the City under this Agreement, such Bulk Waste a maximum of four (4) times per calendar year for each Residential Account. In the event that any Residential Account requests and Contractor accomplishes more than four (4) Bulk Waste pick-ups during any calendar year, the charge will be \$20 per cubic yard.
- 2.2 **Holiday:** The only holiday with no service to residents will be Christmas Day.
- 2.3 **Collection Schedule:** The contractor shall make available a telephone line to allow residents to schedule Bulk Waste pick-ups. By calling the telephone line, each account would schedule its next bulk pickup appointment with the contractor. All appointments must be made no less than five (5) calendar days prior to the scheduled pick-up. Pick-ups shall be affected by the contractor in the appointment day, and not before or later. Pick-ups will be scheduled as follows; South Beach on Mondays, Mid Beach on Tuesdays and Wednesdays, and North Beach Thursdays and Fridays.
- 2.4 **Bulk Waste Collection 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. Collection vehicles shall be designed to allow for efficient collection of Bulk Waste. The equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times. All replacement and additional vehicles shall be new equipment unless otherwise agreed by the City. 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. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

SERVICES TO BE PERFORMED BY THE CONTRACTOR - OPERATION OF THE CITY'S GREEN WASTE FACILITY

- 3.0 **FACILITY DESCRIPTION**
- 3.1 A City owned Green Waste Facility will be operated by the contractor at 2800 Meridian Avenue. The facility is an open green waste yard with controlled access and containers placed in strategic locations to facilitate dumping process by residents and landscapers.
- 3.2 **Description of Work:** The Contractor shall be responsible for operating the Green Waste Facility located at 2900 Meridian Avenue, City of Miami Beach (the "Facility").

- 3.3 **Hours of Operation:** The Contractor shall be required to provide all necessary manpower and equipment to receive, control, secure, collect dumping fees, and dispose of all Acceptable Material, as defined in Section 11.12 below, six (6) days per week, Monday through Saturday, from the hours of 7:00 a.m. - 5:00 p.m. The Contractor will post the preceding days/hours of operation in a readily visible place at the entrance of the Facility.

The Facility shall be closed on Thanksgiving, Christmas, New Years Day, July 4th, and Labor Day. The Contractor will post these closure dates all year, in the same manner as set forth above.

Hours of operation shall not be otherwise extended or shortened without the prior written consent of the City. After receipt of written consent from the City, the Contractor will be responsible for notifying all residents via written notification at least two (2) weeks before the revised hours of operation commence. Nothing herein shall be construed to authorize hours contrary to the hours governing such operations.

- 3.4 The facility shall be accessible to residents of the City of Miami Beach, and Landscapers performing work within the limits of the City of Miami Beach.
- 3.5 At least one (1) Contractor employee shall be on site at all times to oversee the day to day operation of the Facility. This individual shall charge Landscape Firms and direct traffic to where loads should be dropped.
- 3.6 The Contractor must keep records of all inbound and outbound traffic. Specific details will be outlined in the contract. The Contractor shall dispose of all Clean Yard Waste and deliver to Facility.
- 3.7 The Contractor shall containerize all materials delivered to the Facility; shall conduct a neat and orderly operation at all times; shall be solely responsible for the necessary housekeeping services to properly maintain the Facility; and shall repair and maintain its equipment in good operational condition. No signs (other than the entrance sign described herein) or advertising shall be placed in the premises unless first approved, in writing, by the City Manager or his authorized representatives. All signage shall comply with the City's established criteria, as set forth in Ordinance No. 89-2665, as may be amended from time to time.
- 3.8 The Contractor shall use its best efforts to assure that its operation of the Facility does not reasonably interfere with the existing character of the surrounding residential area.
- 3.9 Prior to commencement of the services to be performed pursuant to this Request for Proposals, The Contractor shall obtain any and all necessary identification numbers, permits, licenses and other requirements necessary to operate the Facility, and shall thereafter perform its obligations hereunder in compliance with any and all applicable Federal, State, and local laws, rules and regulations.

IN KIND SERVICES

The contractor will provide and service at no cost to the City, five (5) 20 cubic yard dumpsters every first weekend of the month. Locations to be specified by the City.

EVALUATION AND SELECTION PROCESS

The procedure for Proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Opening of Proposals and determination if they meet the minimum standards of responsiveness.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements of this RFP. Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee shall recommend to the City Manager the Proposal or Proposals acceptance of which the Evaluation Committee deems to be in the best interest of the City.
6. The Evaluation Committee shall base its recommendations on the following factors, for a total of 100 possible points:

CRITERIA FOR EVALUATION

The Evaluation Committee shall base its recommendations on the following factors:

<u>Evaluation Criteria:</u>	<u>Weight</u>
Experience and Qualifications of the Proposer	30 pts
Experience and Qualifications of Management Team	10 pts
Proposed Cost	40 pts
Methodology and Approach	10 pts
Past Performance (based on surveys and the Administration's due diligence)	<u>10 pts</u>
Total:	100 pts

7. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the Mayor and Commission the Proposal or Proposals acceptance of which the City Manager deems to be in the best interest of the City.
8. The City Commission shall consider the City Manager's recommendation(s) as it deems appropriate and may: approve the City Manager's recommendation(s); make its own recommendation(s); reject all Proposals; or may prescribe such other action, as it deems necessary and in the best interest of the City.
9. Following recommendation of award by the City Commission, negotiations between the selected Proposers and the City Administration take place to arrive at a contract. If the Mayor and Commission has so directed, the City Manager may proceed to negotiate a contract with a Proposer other than the top-ranked Proposer if the negotiations with the top-ranked Proposer fail to produce a mutually acceptable contract within a reasonable period of time.
10. A proposed contract (or contracts) is presented to the Mayor and Commission for approval, modification and approval, or rejection.
11. If and when a contract (or contracts) acceptable to the respective parties is approved by the Mayor and Commission, the Mayor and City Clerk sign the contract(s) after the selected Proposer(s) has (or have) done so.

PROPOSED COST

- One price to do the scope of work, which is, residential pick up, bulk waste and yard waste; And
- Another price to run green waste facilities; these prices should be reflected per unit per month

TERM OF CONTRACT

A five (5) year contract with the City at its sole option and discretion, to renew the contract for up to three (3) consecutive one-year terms by giving the contractor written notice of renewal at least thirty (30) days prior to renewal of the term.

CONCLUSION

The Administration recommends issuance of the RFP.

JMG/TH/FHB/GL

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