

**Condensed Title:**

Request For Approval To Issue A Request For Qualifications (RFQ) For A Third Solid Waste Franchise Contractor To Provide Commercial Waste Collections And Disposal Services.

**Key Intended Outcome Supported:**

To provide the essential service of solid waste removal to City residents and businesses.

**Supporting Data (Surveys, Environmental Scan, etc.):**

n/a

**Item Summary/Recommendation:**

The City currently has three (3) contracts for solid waste/recycling collection and disposal with: Waste Management of Dade County, Waste Services, Inc., and Choice Environmental Services of Miami.

A press release dated November 16, 2012 stated that Choice Environmental Services Inc. was acquired by Waste Services, Inc. As a result, the number of franchises available to the City for solid waste services will be reduced from three (3) to two (2).

This item was referred by the Administration to the Finance & Citywide Projects Committee (FCWPC) for discussion and further direction. At its March 21, 2013 meeting, the FCWPC Committee made a motion to bring the item back to Commission. Should the City Commission authorize the issuance of a RFQ for a third solid waste franchise contractor to provide commercial waste collection and disposal services, all aforementioned provisions will be included with a term expiring on August 31, 2015 to coincide with the term of the two (2) existing franchise waste haulers. Sanitation Director Alberto Zamora stated the sale is anticipated to be completed by July. The Committee recommended presenting this item to Commission with the RFQ so that the City is prepared when the franchise contractor sale is finalized.

Sections II through V of the attached RFQ provides the Minimum Qualifications, Scope of Services, Submittal Requirements, and Evaluation Criteria and Process for this project.

**THE ADMINISTRATION RECOMMENDS APPROVING THE ISSUANCE OF THE RFQ WHEN THE FRANCHISE SALE IS FINALIZED.**

**Advisory Board Recommendation:**

The FCWPC at its March 21, 2013 meeting made a motion to bring the item to Commission to request for the approval of the issuance of the RFQ.

**Financial Information:**

Source of Funds:	Amount	Account	Approved
OBPI	1		
<b>Financial Impact Summary:</b>	<b>Total</b>		

**City Clerk's Office Legislative Tracking:**

Jay J. Fink, Ext. 6319

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
JJF <i>[Signature]</i> AD <i>[Signature]</i>	KGB <i>[Signature]</i> MT <i>[Signature]</i>	JLM <i>[Signature]</i>

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

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

FROM: Jimmy L. Morales, City Manager

DATE: May 8, 2013

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR A THIRD SOLID WASTE FRANCHISE CONTRACTOR TO PROVIDE COMMERCIAL WASTE COLLECTIONS AND DISPOSAL SERVICES.**

### ADMINISTRATION RECOMMENDATION

The Administration recommends approving the issuance of the RFQ when the franchise sale is finalized.

### BACKGROUND

The City currently has three (3) contracts for solid waste/recycling collection and disposal with: Waste Management of Dade County, Waste Services, Inc., and Choice Environmental Services of Miami.

At the July 13, 2011 Commission Meeting, the City Administration requested approval to issue a Request For Qualifications (RFQ) for a fourth solid waste franchise contractor to provide residential and commercial solid waste collection and disposal services. This request was made after one of the then existing four (4) solid waste franchise contractors, General Hauling Services, Inc., was acquired by Waste Services, Inc., leaving the City with three (3) solid waste franchise contractors. The Commission referred the item to the Finance and Citywide Projects Committee (FCWPC).

At the January 19, 2012 FCWPC meeting, following discussion on whether to issue the RFQ, the Committee recommended that the item be brought back to the Committee at the same time as the City's proposed Recycling Ordinance. The three existing franchise contractors requested that an RFQ not be issued.

The item was discussed again at the April 19, 2012 FCWPC meeting, and the recommendation was to bring the discussion to the full City Commission, determine whether or not to issue the RFQ or accept additional public benefits from the contractors in exchange for keeping the number of solid waste franchise haulers to the three (3) existing contractors.

At the May 9, 2012 Commission Meeting, Resolution No. 2012-27904 was adopted as amended. A motion was made to accept exercising the renewal/extension option for one-year only until September 2015, in consideration that the firms will provide \$390,000 per year starting immediately, plus \$25,000 dedicated for environmental programs through the life of this extension, in addition to what is already being contributed.

## Issuance of a Request for Qualifications for a third Franchise Solid Waste Contractor

May 8, 2013

Page 2 of 2

It was noted that, in order for the City to exercise an early renewal of the Franchise Agreements, the City Commission would also have to amend Section 90-230(b) of the City Code, which currently only allows for the renewal of a Franchise Agreement upon *expiration* of the initial term. At the September 12, 2012 Commission Meeting, the City Commission approved the Ordinance amendment on First Reading. At the October 24, 2012 meeting, the Commission approved the Ordinance on Second Reading.

A press release dated November 16, 2012 stated that Choice Environmental Services Inc. was acquired by Waste Services, Inc. As a result, the number of franchises available to the City for solid waste services will be reduced from three (3) to two (2) upon the conclusion of the acquisition.

This item was referred by the Administration to the FCWPC for discussion and further direction. At its Mach 21, 2013 meeting, the FCWPC Committee discussed the issuance of an RFQ for a third solid waste franchise contractor to provide commercial waste collection and disposal services, all aforementioned provisions will be included with a term expiring on August 31, 2015 to coincide with the term of the two (2) existing franchise waste haulers. Sanitation Director Alberto Zamora stated the acquisition process is anticipated to be completed by June. The Committee recommended presenting the item to Commission with the RFQ so that the City is prepared when the franchise contractor sale is finalized.

### **ANALYSIS**

Multi-family buildings with over 8 units are considered commercial accounts and must have solid waste and recycling services provided by one of the City's franchise holders. Multi-family buildings will be able to determine if an offer by a solid waste franchise hauler is acceptable and appropriate, or they may choose to decline. It is a requirement that the franchise holder's written acknowledgement of both the offer and any declination of service, is provided to the City.

The Ordinance includes language to allow a multi-family building owner to protest an offer to provide recycling services if viewed as unfair. An appeal for an Administrative Hearing has been added to address this concern in Section 90-231.

If an offer of recycling by one of the licensed franchise holders is declined, a multi-family dwelling would then have both the ability and the responsibility to find another qualified and licensed recycling collector to provide service to be in compliance with the City recycling requirement.

One of the Ordinance requirements for all franchise holders and a very important component of this program, is that each offer made by a franchise holder to provide recycling services be combined with an appropriate offer to reduce both the volume and the cost of solid waste disposal for that specific multi-family residential building. In such way, the multi-family residential building should be able to decrease solid waste disposal costs that will either neutralize or minimize any potential cost increase associated with the provision of recycling services. The specific numbers in the proposal as to the reduction of wastes for the cost associated with any of the services is left between the two parties to negotiate and reconcile.

Sections II through V of the attached RFQ provides the Minimum Qualifications, Scope of Services, Submittal Requirements, and Evaluation Criteria and Process for this project.

### **CONCLUSION**

The Administration recommends approving the issuance of the RFQ when the franchise sale is finalized.

JGG/JP/FRS

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# REQUEST FOR QUALIFICATIONS (RFQ)

**RFQ 178-2013ME**

**WASTE HAULERS**



PROCUREMENT DIVISION, 3<sup>RD</sup> Floor  
1700 Convention Center Drive Miami Beach, FL 33139  
305-673-7490



# MIAMIBEACH

RFQ 178-2013  
WASTE HAULERS

## TABLE OF CONTENTS

Section I	<b>Overview &amp; Proposal Procedures .....</b>	<b>3</b>
Section II	<b>Minimum Qualifications Requirements .....</b>	<b>6</b>
Section III	<b>Scope of Services .....</b>	<b>7</b>
Section IV	<b>Proposal Format .....</b>	<b>10</b>
Section V	<b>Evaluation/Selection Process.....</b>	<b>12</b>
Section VI	<b>Special Terms &amp; Conditions: Insurance .....</b>	
Section VII	<b>Appendices:</b>	
	<b>A – Proposal Certification, Questionnaire &amp; .....</b>	<b>14</b>
	<b>    Requirements Affidavit (Under Separate Cover)</b>	
	<b>B – Contractor Client Survey .....</b>	<b>21</b>



**City of Miami Beach**, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DIVISION  
Tel: 305-673-7490, Fax: 786-394-4006

## PUBLIC NOTICE

Sealed proposals, as detailed herein, will be received until 3:00 PM on, June 7, 2013, at the following address:

**City of Miami Beach City Hall  
Procurement Division – Third Floor  
1700 Convention Center Drive  
Miami Beach, Florida 33139**

**ANY PROPOSAL RECEIVED AFTER 3:00 PM ON THE PROPOSAL DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.**

The City utilizes **PublicPurchase** for automatic notification of bid opportunities and document fulfillment, including the issuance of any addendum to this RFP. This system allows vendors to register online and receive notification of new bids, addendums and awards. Registration is available through [www.publicpurchase.com](http://www.publicpurchase.com).

Any prospective proposer who has received this RFQ by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure receipt of any addendum issued to this RFP. Prospective proposers are solely responsible for assuring they have received any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

Proposers are hereby advised that this RFQ is subject to the following ordinances/resolutions, which may be found on the City of Miami Beach website: [www.miamibeachfl.gov/procurement](http://www.miamibeachfl.gov/procurement).

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363.
- CAMPAIGN CONTRIBUTIONS BY VENDORS - ORDINANCE NO. 2003-3389.
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS - ORDINANCE NO. 2005-3494
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS – ORDINANCE NO. 2011-3747.
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES – ORDINANCE NO. 2011-3748.
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.

All questions or requests for clarifications must be received by the procurement contact named above no later than **five (5) calendar days** prior to the scheduled RFQ due date. The City Clerk, [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov), must copied on any question or comment submitted in response to this RFP. All responses to questions/clarifications will be sent to Proposers in the form of a written addendum.

**THE CITY OF MIAMI BEACH RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY, OR WAIVE ANY IRREGULARITY AND/OR INFORMALITY IN ANY PROPOSAL, OR REJECT ANY AND/OR ALL PROPOSALS.**

Sincerely,

Alex Denis, CPPO  
Procurement Director

**City of Miami Beach,**

1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT Division  
Tel: 305.673.7490 Fax: 786.394.4006

**NOTICE OF NO RESPONSE**

If not submitting a Proposal at this time, please detach this sheet from the RFQ documents, complete the information requested, and return to the address listed above.

**NO PROPOSAL SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:**

- Not responding due to workload issues
- Not responding due to minimum qualifications requirements
- Not responding due to scope of services
- Not responding due to project's size and/or complexity
- OTHER. (Please specify) \_\_\_\_\_

Note: Failure to respond, either by not submitting a proposal or this completed form, may result in your company being removed from the City's bid list.

We do \_\_\_\_\_ do not \_\_\_\_\_ want to be retained on your mailing list for future proposals for the type or product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**Feedback**

The City of Miami Beach is interested in continuously improving the process through which it acquires required goods and services. Your feedback is important. Please provide any comments or suggestions which may assist the City in this endeavor, including information on requirements, timelines, and solicitation forms.

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**SECTION I - OVERVIEW AND PROPOSAL PROCEDURES**

**A. INTRODUCTION / BACKGROUND**

The City currently has three (3) contracts for solid waste/recycling collection and disposal with: Waste Management of Dade County, Waste Services, Inc., and Choice Environmental Services of Miami.

A press release dated November 16, 2012 stated that Choice Environmental Services Inc. was acquired by Waste Services, Inc. As a result, the number of franchises available to the City for solid waste services will be reduced from three (3) to two (2) upon the conclusion of the acquisition.

Multi-family buildings with over 8 units are considered commercial accounts and must have solid waste and recycling services provided by one of the City's franchise holders. Multi-family buildings will be able to determine if an offer by a solid waste franchise hauler is acceptable and appropriate, or they may choose to decline. It is a requirement that the franchise holder's written acknowledgement of both the offer and any declination of service, is provided to the City.

The Ordinance includes language to allow a multi-family building owner to protest an offer to provide recycling services if viewed as unfair. An appeal for an Administrative Hearing has been added to address this concern in Section 90-231.

If an offer of recycling by one of the licensed franchise holders is declined, a multi-family dwelling would then have both the ability and the responsibility to find another qualified and licensed recycling collector to provide service to be in compliance with the City recycling requirement.

One of the Ordinance requirements for all franchise holders and a very important component of this program, is that each offer made by a franchise holder to provide recycling services be combined with an appropriate offer to reduce both the volume and the cost of solid waste disposal for that specific multi-family residential building. In such way, the multi-family residential building should be able to decrease solid waste disposal costs that will either neutralize or minimize any potential cost increase associated with the provision of recycling services. The specific numbers in the proposal as to the reduction of wastes for the cost associated with any of the services is left between the two parties to negotiate and reconcile.

Section 90, Articles I – V, of the Miami Beach City Code, available at <http://library.municode.com/index.aspx?clientId=13097>, including all contractor and service requirements, shall apply to any agreement resulting from this RFP.

**B. RFQ TIMETABLE**

The tentative schedule for this RFQ is as follows:

RFQ Issued	May 13, 2013
Pre-Proposal Meeting	May 22, 2013
Deadline for Receipt of Questions	June 7, 2013
Proposals Due	June 17, 2013
Evaluation Committee Review	To Be Determined
Tentative Commission Approval Authorizing Negotiations	September 11, 2013 (Commission does not meet in August)
Contract Negotiations	Following Commission Approval

**C. PROPOSAL SUBMISSION DUE DATE**

An original and ten (10) copies of complete Proposals, plus one electronic copy (CD or flash drive), must be received **no later than 3:00 p.m. on the dated stated in Section 1(B)**, at the following address:

**City of Miami Beach City Hall  
Procurement Division -- Third Floor  
1700 Convention Center Drive  
Miami Beach, Florida 33139**



The original and all copies, including the electronic copy, must be submitted to the Procurement Division in a sealed package clearly noted with the Proposer's name, address, and RFQ number and title. **No facsimile, electronic, or e-mail Proposals will be considered.**

**THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP, ON OR BEFORE THE STATED TIME AND DATE, WILL BE SOLELY AND STRICTLY THAT OF THE PROPOSER. THE CITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR BY ANY OTHER ENTITY OR OCCURRENCE.**

**ANY PROPOSAL RECEIVED AFTER STATED DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED. PROPOSALS RECEIVED AFTER THE RFQ DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.**

4

**D. PRE-PROPOSAL SUBMISSION MEETING**

A Pre-Proposal Submission Meeting will be held on the date noted in Section 1(B) at 10:00 a.m. at the following address: **City of Miami Beach City Hall – 4<sup>th</sup> Floor, Manager's Large Conference Room, 1700 Convention Center Drive, Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is **not** mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-877-953-3061 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 8982915#

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in Section E of this RFQ expressing their intent to participate via telephone.

**E. CONTACT INFORMATION**

Contact: Maria Estevez, CPPB, CPPO	Telephone: 305-673-7000, Extension 6558	Email: mestevez@miamibeachfl.gov
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Requests for additional information or requests for clarifications must be made **in writing** to the Procurement Division. Facsimile or e-mail requests are acceptable. Please send all questions and/or requests for clarifications to the contact named above, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov), no later than the date specified in the RFQ timetable.

**F. RESPONSE TO QUESTIONS & ADDENDUM TO RFP**

The Procurement contact will issue replies to inquiries and any other corrections or amendments, as he deems necessary, in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFQ or in any written addendum to this RFP. **Proposers should verify with the Procurement Division prior to submitting a Proposal that all addenda have been received.**

**G. CONE OF SILENCE**

Pursuant to the city's Cone Of Silence Ordinance, as codified in section 2-486 of the City Code, proposers are advised that oral communications between the proposer, or their representatives and 1) the Mayor and City Commissioners and their respective staff; or 2) members of the City's Administrative staff (including but not limited to the City Manager and his staff); or 3) Evaluation Committee members, is prohibited.

**H. MODIFICATION/WITHDRAWALS OF PROPOSALS**

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

**I. RFQ POSTPONEMENT/CANCELLATION/REJECTION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFP, or in any Proposals received as a result of this RFP.

**J. COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

#### **K. EXCEPTIONS TO RFP**

Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

#### **L. FLORIDA PUBLIC RECORDS LAW**

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the Proposals, whichever is earlier.

#### **M. NEGOTIATIONS**

The City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that by submitting a Proposal, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to; approved by the City; and executed by the parties.

#### **N. PROTEST PROCEDURE**

Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures (Ordinance No. 2002-3344), as codified in Sections 2-370 and 2-371 of the City Code. **Protests not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

#### **O. OBSERVANCE OF LAWS**

Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

#### **P. DEFAULT**

Failure or refusal of the successful Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a Proposal before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City. Where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

#### **Q. CONFLICT OF INTEREST**

All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

#### **R. PROPOSER'S RESPONSIBILITY**

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

#### **S. RELATIONSHIP TO THE CITY**

It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

#### **T. PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**U. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS**

This RFQ is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their Proposals, in the event of such non-compliance.

**V. CONE OF SILENCE**

This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Cone of Silence requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their Proposal voidable, in the event of such non-compliance.

**W. DEBARMENT ORDINANCE**

This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Debarment Ordinance (as adopted pursuant to Ordinance No. 200-3234, and as codified in Sections 2-397 through 2-406 of the City Code).

**X. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS**

This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**Y. CODE OF BUSINESS ETHICS**

Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request.

The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**Z. AMERICAN WITH DISABILITIES ACT (ADA)**

Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.

**AA. ACCEPTANCE OF GIFTS, FAVORS, SERVICES**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

**SECTION II – MINIMUM QUALIFICATIONS REQUIREMENTS**

Pursuant to Section 90-229, Miami Beach City Code, the minimum qualifications to be considered in the granting of the franchise shall include:

- (1) Evidence of the applicant's ability to fulfill all duties and requirements of a franchise waste contractor, as set forth in this chapter, and including, without limitation, proper certification and adequate insurance coverage.
- (2) Certification that the applicant has never defaulted on any government contracts or bid awards.
- (3) Evidence that the applicant has the potential for a significant amount of business within the city, comprised of either a minimum of 50 committed accounts within the city. In the alternative, and at its sole discretion, the city commission may accept as evidence of compliance with this subsection, 50 comparable committed accounts from outside of the city.
- (4) Certification that there are no unsatisfied judgments against the applicant.
- (5) Certification that the applicant is not, and will not be, throughout the term of the franchise agreement, affiliated with, as a parent, subsidiary, by virtue of an interlocking directorate, or otherwise, an affiliated entity of any existing, private waste contractor under section 90-191, et seq., or other franchise waste contractor under section 90-221, et seq., including any current or prospective applicants therefore.
- (6) The applicant's ability and commitment to provide its customers with:
  - a. Good service;
  - b. Competitive prices; and
  - c. Demonstrated and/or proposed "green" initiatives.
- (7) The applicant's ability and commitment to provide additional "public benefit(s)" to the city which may include, without limitation, provision of additional waste collection, disposal, and/or recycling services (at no cost to the city) to city rights-of-way, city-owned public buildings,

parks, and/or beaches; voluntary cost and/or fee reductions; and/or such other city public benefits and/or services as the city manager may, in his reasonable judgment and discretion, from time to time, require.

(b) If more than one applicant for a franchise waste contractors license qualifies under the minimum qualifications of this division, the issuance of the franchise shall be determined by the city commission, based upon the applicant which the city commission deems, in its sole and reasonable judgment and discretion (and having considered the recommendation of the city manager to have provided the most significant public benefit(s) to the city (pursuant to subsection 90-229(a)(7)).

### **SECTION III – SCOPE OF SERVICES**

**All scope of services provided in response to any resulting agreement shall comply with the requirements of the**

#### **Sec. 90-222. - List of accounts.**

(a) Each franchise waste contractor shall provide the city manager with the following information upon initial application for a franchise and, thereafter, at the commencement of each application for renewal:

- (1) A current list of the names and addresses of each account franchise;
- (2) The frequency of service;
- (3) The permit number and capacity of each waste dumpster as per account;
- (4) The permit number and capacity for each recycling container, as per account;
- (5) The address serviced by each dumpster; and
- (6) The address serviced by each recycling container.

(b) No property owner may share an account with another property owner.

(c) Notwithstanding subsection (a)(1), the contractor shall notify the city manager, in writing, on a monthly basis, of any changes in its list of accounts.

#### **Sec. 90-223. - Monthly report.**

Each franchise waste contractor shall deliver to the finance department, on or before the last day of each month, a true and correct monthly report of gross receipts generated during the previous month from accounts within the city. This monthly report shall include the customer names, service addresses, account numbers, and the actual amount of solid waste and of any recyclable materials collected from each customer. Payments of the franchise fee shall be made monthly to the finance department, on or before the last day of each month, for gross receipts for the previous month. Contractors shall, on or before 60 days following the close of their respective fiscal year, deliver to the finance department a statement of annual gross receipts generated from accounts within the city for the preceding fiscal year, certified by an independent certified public accountant. The contractor's failure to provide the certified statement of annual gross receipts within the required time frame shall be grounds for revocation or suspension of the franchise.

#### **Sec. 90-224. - Audit or inspection of licensee's books and records.**

Each franchise waste contractor shall allow the city's auditors, upon reasonable notice and during normal business hours (i.e. 9:00 a.m. — 5:00 p.m. Monday through Friday, excluding legal holidays), to audit, inspect and examine the contractor's books and records, and state and federal tax returns, insofar as they relate to city accounts, to confirm the contractor's compliance with this division. This information shall include, without limitation, the following: billing rates, billing amounts, sequentially pre-numbered invoices, signed receipts, trip tickets, computer records, general ledgers, and accounts receivable. Additionally, the city's auditors may communicate directly with contractor's customers for purposes of confirming compliance with this division. Failure to allow access to any books and records in this section shall be grounds for revocation or suspension of the franchise.

#### **Sec. 90-225. - Failure to pay franchise fee.**

If a franchise waste contractor fails to pay any franchise fee (as set forth in section 90-221), when due and within the time provided, the contractor shall pay any and all of the city's expenses for collection of same, including, without limitation, audit costs and reasonable attorney fees and costs. If the contractor fails to pay the full franchise fee on or before the last day of each month, interest shall accrue on the amount due at the highest lawful rate of interest.

#### **Sec. 90-226. - Evidence of payment.**

In order to effectively provide for the collection of the required business tax receipts to the city, any person seeking to renew a business tax receipt pursuant to the provisions of chapter 18 shall provide the finance department with evidence of payment of all outstanding solid waste franchise fees, fines, and other charges, as a condition to reissuance or renewal of the business tax receipt.

#### **Sec. 90-227. - Handling of complaints.**

Each franchise waste contractor shall maintain an office in Miami-Dade County with adequate staff and telephone service to handle and resolve all incoming calls and complaints between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding legal holidays. Between the hours of 4:00 p.m. and 8:00 a.m., Monday through Friday, and all day on Saturday and Sunday, including holidays, each contractor shall maintain an answering service or answering machine to receive incoming calls and complaints. Any complaints received by the contractor before noon (12:00 p.m.) shall be resolved before 4:00 p.m. of that same day. Complaints received after noon (12:00 p.m.) but before 8:00 a.m. shall be resolved before noon (12:00 p.m.) of the following day. An emergency telephone number where the contractor may be reached shall be provided to the city manager or his authorized designee.

#### **Sec. 90-228. - Regulations for servicing dumpsters, compactors and other garbage facilities.**

Garbage collection equipment shall consist of trucks with leakproof and enclosed bodies, with compactors and sanitizing materials in each truck, and covered in leakproof garbage dumpsters. The location of each dumpster, recyclable material container, and any and all other garbage facility(ies) shall be approved by the city manager, or his authorized designee, and a permit will be issued for each. No dumpster, recyclable material container, or any other garbage facility shall be placed or serviced until such permit is issued. Notwithstanding the preceding, in the event any such facility is delivered by a contractor without a permit, the city shall still receive payment for the account in computing the franchise fee due under section 90-221. Contractors shall return dumpsters, recyclable material containers, and any other garbage facilities to approved locations after servicing. Compactors shall not be installed without a permit from the city's building department. Each garbage facility and/or each recycling container must bear the name of the contractor and must be serviced and sanitized at least twice weekly. Garbage facilities or recycling containers located on public property, or without a city permit, shall be deemed abandoned and will be removed by the city at the contractor's expense, pursuant to section 90-331 et seq. Service pickups by trucks are to be made from streets and driveways. Trucks shall not be driven or parked on sidewalks at any time. Contractors may not park any truck on any public or private property within the city when not being used to service accounts. Collection hours for all solid waste or recyclable materials shall be between the hours of 7:00 a.m. and 7:00 p.m. only. All permanent employees of contractors shall carry identification cards, approved by the city manager or his designee, at all time(s) while servicing accounts. In addition to the required solid waste and recyclable materials collection pursuant to the provisions of this section 90-228, and other requirements of this chapter, contractors shall include the collection of garbage, rubbish, trash, and recyclable materials, up to and within that immediate area of the owner's private property line where a dumpster, compactor, recycling container, or garbage facility may be located and, at a minimum, within a radius of ten feet surrounding the location of said recycling container, or garbage facility, regardless of whether such garbage, rubbish, trash, or recyclable materials may or may not be included or secured in a recycling container, or other garbage facility. Such immediate collection of garbage, rubbish, trash or recyclable materials shall be incorporated by contractors as part of their regularly scheduled service pickups.

**Sec. 90-229. - Selection of franchise waste contractors.**

(a) Except as provided in section 90-233, the city shall not authorize more than five franchise waste contractors for residential and commercial solid waste collections and disposal. Each applicant for a franchise, or for a renewal thereof, shall submit its qualifications, in writing, to the city manager. The minimum qualifications to be considered in the granting of the franchise shall include:

- (1) Evidence of the applicant's ability to fulfill all duties and requirements of a franchise waste contractor, as set forth in this chapter, and including, without limitation, proper certification and adequate insurance coverage.
- (2) Certification that the applicant has never defaulted on any government contracts or bid awards.
- (3) Evidence that the applicant has the potential for a significant amount of business within the city, comprised of either a minimum of 50 committed accounts within the city. In the alternative, and at its sole discretion, the city commission may accept as evidence of compliance with this subsection, 50 comparable committed accounts from outside of the city.
- (4) Certification that there are no unsatisfied judgments against the applicant.
- (5) Certification that the applicant is not, and will not be, throughout the term of the franchise agreement, affiliated with, as a parent, subsidiary, by virtue of an interlocking directorate, or otherwise, an affiliated entity of any existing, private waste contractor under section 90-191, et seq., or other franchise waste contractor under section 90-221, et seq., including any current or prospective applicants therefore.
- (6) The applicant's ability and commitment to provide its customers with:
  - a. Good service;
  - b. Competitive prices; and
  - c. Demonstrated and/or proposed "green" initiatives.
- (7) The applicant's ability and commitment to provide additional "public benefit(s)" to the city which may include, without limitation, provision of additional waste collection, disposal, and/or recycling services (at no cost to the city) to city rights-of-way, city-owned public buildings, parks, and/or beaches; voluntary cost and/or fee reductions; and/or such other city public benefits and/or services as the city manager may, in his reasonable judgment and discretion, from time to time, require.

(b) If more than one applicant for a franchise waste contractors license qualifies under the minimum qualifications of this division, the issuance of the franchise shall be determined by the city commission, based upon the applicant which the city commission deems, in its sole and reasonable judgment and discretion (and having considered the recommendation of the city manager to have provided the most significant public benefit(s) to the city (pursuant to subsection 90-229(a)(7)).

**Sec. 90-230. - Term of franchise agreements; initial term; renewal term.**

(a) Effective May 1, 2010, franchise agreements shall have an initial term of five years. As to those certain franchise agreements between the city and franchise waste contractors in effect as of May 1, 2010, but having an initial three-year term which commenced on October 1, 2009, said initial term shall be extended from three to five years (with the five-year term commencing retroactively as of October 1, 2009).

(b) At the expiration of the initial term of a franchise agreement, or earlier revocation of the franchise, the city commission may choose, in its sole discretion, to accept applications for new franchise waste contractors, or, in the alternative, to renew an existing franchise agreement for an additional three-year renewal term.

**Sec. 90-231. - Recycling requirements for franchise waste contractors; protest procedures.**

(a) *Recycling requirements.*

(1) Each franchise waste contractor shall, as a condition of the franchise, be required to offer directly, or through a subcontractor, recycling for any and all accounts (as defined below) serviced by the contractor (including, without limitation, any and all commercial and residential accounts).

(2) Each contract with a franchise waste contractor for waste collection and disposal services (an account) shall include a proposal to provide recycling. Such proposal shall, to the maximum extent that is commercially feasible, maximize recycling activity in the city, and provide for sufficient flexibility in recyclable materials container size and location (as is both necessary and consistent for the particular account).

(3) Each recycling proposal shall be required to disclose to the account holder the savings offset that is anticipated as a result of the recycling and the consequent reduction of solid waste disposed; provided, however, that the recycling proposal (and the required savings offset) shall remain within the purview of the franchise waste contractor and the particular account holder to negotiate.

(4) Effective May 1, 2010, all contracts between a franchise waste contractor and an account holder for the collection and disposal of solid waste in the city shall be modified to include a provision to offer/provide recycling, consistent with the provisions of this subsection 90-231(a). The franchise waste contractor shall be given a six-month grace period commencing on May 1, 2010, to amend all of its contracts (including contracts with current account holders) to include a provision offering the required recycling services.

(b) *Protest procedures for multifamily residences only.* In the event that the recycling bid and/or price quote (hereinafter, the offer) provided by the contractor to an account holder who is an owner, occupant, or operator or manager of an apartment building or other multifamily residence, is deemed unfair by said owner, occupant, or operator or manager, then the aggrieved party may file a protest with the city manager. Any such protest must be submitted in writing; must be made within 30 days of receipt of the offer by the aggrieved party; must include a copy of the offer; and must clearly state the reasons and grounds that the aggrieved party considers the offer to be unfair. Protests not made within the time period set forth in the preceding sentence shall be time-barred and shall receive no further consideration. Upon receipt of a timely written protest, the city manager shall provide a copy to the particular contractor, who may respond to the protest, in writing, within 15 days of receipt of the protest. At the end of the 15 days, the city manager has 30 days to direct that an administrative hearing be scheduled to consider the protest (which hearing need not necessarily be held within the 30-day period). The aggrieved party and contractor shall be given written notice, certified mail return receipt requested, of the hearing date. The hearing shall be conducted by the city manager, or a designee appointed by the city manager, and shall be conducted in accordance with the provisions established pursuant to section 102-385. At the hearing, the city manager or his designee may hear testimony and consider any relevant evidence from the parties regarding the subject protest and, at the conclusion of the hearing, the city manager or his designee shall make a written determination as to the fairness or unfairness of the protest. An offer shall not be deemed to be unfair if it provides for prices, terms, and services as would be provided to buildings of comparable size and character within the area, and which is competitive within the local industry standards. If the offer is deemed unfair, the city manager, or the city manager's designee, shall require the contractor to provide the aggrieved party with a new offer that meets the minimum criteria for fairness (as established in the preceding sentence). The contractor's failure or refusal to provide a fair alternate bid and/or quote may be grounds for suspension or revocation of contractor's franchise agreement.

**Sec. 90-232. - Bankruptcy or insolvency.**

If the franchise waste contractor becomes insolvent or if the contractor files a petition of voluntary or involuntary bankruptcy, its franchise shall automatically terminate no later than the date of filing of the bankruptcy petition.

**Sec. 90-233. - Exemption to provide for recycling.**

(a) Notwithstanding any other provisions of sections 90-221 through 90-231, until such time as the city commission approves and implements a city-wide recycling program for multifamily residences, which program may also include recycling for commercial establishments, subject to and as permitted by section 403.7046, Florida Statutes (hereinafter, the "city-wide recycling program"), the city manager may continue to license individual recycling contractors (pursuant to section 90-306 et seq.).

(b) If the city commission determines at any time to approve and implement a city-wide recycling program, the city manager shall then meet with the current franchise waste contractors (subject to and as permitted by Section 403.7046, Florida Statutes), for the purpose of negotiating terms and conditions connected with the provision of recycling pursuant to the city's program, and as to that portion of the program pertaining to multifamily residences. The terms, including rates to be charged by contractors shall be comparable to those established in municipalities in Miami-Dade, Broward and Palm Beach Counties for provision of similar recycling services.

(c) Each franchise agreement between the city and a franchise waste contractor shall require that, in the event that the city commission approves and implements a city-wide recycling program, any franchise waste contractor who opts not to provide the required recycling services for multifamily residences under the city's program, must notify its account holder, in writing, informing them that they may, within 60 days of receipt of the notice, elect to terminate their account and then existing contracts with said contractor, without liability to the account holder.

(d) If none of the franchise waste contractors come to an agreement with the city manager within 60 days, the city manager may, at his/her option, provide recycling pursuant to the approved city-wide program by:

(1) Entering into an agreement with other persons to provide recycling to accounts serviced by franchise waste contractors;

- (2) Entering into an interlocal agreement(s); and/or
- (3) Granting additional franchises to waste contractors who are willing to provide the recycling services required by the city, and who shall also have all privileges and duties of franchise waste contractors as set forth in this chapter (including those pertaining to collection and disposal of solid waste).

(e) If the city enters into agreement for provision of recycling services pursuant to the approved city program, except for an interlocal agreement, rates charged for recycling in the city by those contractors shall be set and approved by resolution of the city commission.

(f) Notwithstanding anything to the contrary in this section 90-233 or the city-wide recycling program (if approved and implemented), selection of recycling contractors to service commercial establishments under the program shall be in accordance with the requirements of Section 403.7046, Florida Statutes, as same be amended from time to time.

**Sec. 90-234. - Revocation of franchise.**

Failure on the part of a franchise waste contractor to comply in any material way with the provisions of this chapter or with its franchise agreement shall be cause for termination and revocation of the franchise, but no such termination shall take effect if the reasonableness or propriety thereof is protested by the contractor until a court of competent jurisdiction (with right of appeal in either party) shall have found that the contractor has failed to comply in material respect with any of the provisions of this chapter or of the contractor's franchise agreement with the city. If such protest is filed, the contractor shall continue to pay the city the franchise fee required by this chapter and its franchise agreement with the city.

**Sec. 90-235. - Required certification and disclosure form for franchise waste contractors.**

(a) Effective May 1, 2010, all contracts between a franchise waste contractor and an account holder for the collection and disposal of solid waste in the city shall require the franchise contractor to execute (as well as require the franchise waste contractor to have the contracting party, which is the contractor's customer/account holder, execute) the city's disclosure and certification (for City of Miami Beach franchise waste contractor customers), in the form specified in appendix 1. The executed certification and disclosure forms shall be the franchise waste contractor, maintained along with contractor's books and other records.

(b) In order to enforce the provisions of this section, the city manager and/or his/her authorized designee may, at any time during the term of the franchise, request that the franchise waste contractor provide true and correct copies of any or all disclosure forms for its customer(s)/account holder(s). Contractor's compliance with this section may also be enforced by city audit or inspections pursuant to section 90-224

(c) A franchise waste contractor's failure to comply with the provisions of this section may be grounds for suspension or revocation of contractor's franchise agreement with the city.

**SECTION IV – PROPOSAL FORMAT**

In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be presented in a three (3) ring binder and should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

<b>TAB 1</b>	<b>Minimum Eligibility Requirements</b>
Submit detailed verifiable information affirmatively documenting compliance with minimum eligibility requirements established in Section II.	

<b>TAB 2</b>	<b>Experience &amp; Qualifications.</b>
<p><b>Qualifications of Proposing Firm.</b> Describe experience and qualifications of the Proposer in providing the services detailed herein.</p> <p><b>Qualifications of Proposer Team.</b> Provide an organizational chart of all personnel and consultants to be used if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.</p> <p><b>Proposal Certification, Questionnaire &amp; Requirements Affidavit (Appendix A).</b> Attach Appendix A fully completed and executed. Through the information provided in Appendix A, proposer's financial capacity, litigation history, past performance, as well as other factors, may be assessed.</p>	

<b>TAB 3</b>	<b>Scope of Services &amp; Methodology</b>
Submit detailed information on how proposer plans to accomplish the required scope of services, including detailed information, as applicable, on proposed solution(s), approach and methodology to project implementation, project timeline and any other factor that may impact the successful completion of the project.	

In addition to clearly addressing how Proposer will comply with the requirements of this RFP, including those requirements noted in the scope of services section and in Section 90, Articles I – V, of the Miami Beach City Code, proposer shall address the following scope of services requirements:

- customer service;
- environmental sustainability (green) initiatives;
- any and all value-added services related to the scope of this RFQ.



**SECTION V – EVALUATION / SELECTION PROCESS**

The procedure for response, evaluation and selection will be as follows:

1. The RFQ will be issued
2. A Pre-Proposal Submission Meeting with potential Proposers will be conducted.
3. All timely received Proposals will be opened and listed.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the RFP. If further information is desired, Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee will recommend to the City Manager the Proposer or Proposers that it deems to be the best candidate(s) by using the following evaluation criteria:

Total Points	Evaluation Criteria
25	Proposer Qualifications
75	Scope of Services and Methodology, including: Customer Service Environmental Sustainability (Green) Initiatives Value-Added Services

**LOCAL PREFERENCE:** The City, through the Procurement Division, will assign an additional five (5) points to Proposers which are a Miami Beach-based vendor as defined in the City's Local Preference Ordinance.

**VETERANS PREFERENCE:** The City, through the Procurement Division, will assign an additional five (5) points to Proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance.

6. The City Manager shall recommend to the City Commission the Proposal or Proposals which he deems to be in the best interest of the City.
7. The City Commission shall consider the City Manager's recommendation and, if appropriate, approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.
8. Negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement. If the City Commission has so directed, the City may proceed to negotiate an Agreement with a proposer other than the top-ranked proposer.
9. The final proposed agreement(s) will be presented to the City Commission for approval.
10. If the agreement(s) are approved by the City Commission, the Mayor and City Clerk shall execute the contract(s), after the Proposer (or Proposers) has (or have) done so.

**BY SUBMITTING A PROPOSAL, ALL PROPOSERS SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT NO PROPERTY INTEREST OR LEGAL RIGHT OF ANY KIND SHALL BE CREATED AT ANY POINT DURING THE AFORESAID EVALUATION/SELECTION PROCESS UNTIL AND UNLESS A CONTRACT HAS BEEN AGREED TO AND SIGNED BY BOTH PARTIES.**

## **SECTION VI – SPECIAL TERMS AND CONDITIONS**

**Code Requirements.** Section 90, Articles I – V, of the Miami Beach City Code, available at <http://library.municode.com/index.aspx?clientId=13097>, including all contractor and service requirements, shall apply to any agreement resulting from this RFP.

**Financial Considerations.** Pursuant to Section 90-221, of the Miami Beach City Code, each franchise waste contractor shall pay to the City a franchise fee consisting of a percentage of the contractor's total monthly gross receipts. The City Commission shall have the option of raising the franchise fee once yearly, by resolution, following a duly noticed public hearing with 30 days' prior notice to all franchise waste contractors. Such raises shall not exceed two percent of the contractor's total monthly gross receipts yearly. The term "gross receipts" as used in this section shall mean the entire amount of the fees collected by the contractor (whether wholly or partially collected) for solid waste collection and disposal within the city and including, without limitation, but excluding any taxes, and gross receipts from servicing roll-off and portable containers.

**Insurance Requirements.** The successful Proposer(s) shall obtain, provide and maintain, during the term of the contract, the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide: The successful Proposers' failure to procure or maintain required the insurance program shall constitute a material breach of the contract.

**Commercial General Liability.** A policy including, but not limited to, comprehensive general liability, including bodily injury, personal injury, property damage, in the amount of a combined single limit of not less than \$TBD. Coverage shall be provided on an occurrence basis. The City of Miami Beach must be named as certificate holder and additional insured on policy.

- Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
- Comprehensive General Liability (occurrence form), limits of liability \$TBD per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- Automobile Liability - \$TBD each occurrence - owned/non-owned/hired automobiles included.

**Worker's Compensation.** A policy of Worker's Compensation and Employers Liability Insurance, in accordance with worker's compensation, laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Proposer or City, and shall name the City of Miami Beach, as an additional insured. No policy can be canceled without thirty (30) days prior written notice to the City. The successful Proposer(s) shall file and maintain certificates of all insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the course of the contract. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to City. Evidence of such insurance shall be submitted to and approved by City prior to commencement of any work or tenancy under the proposed contract.

If any of the required insurance coverage contain aggregate limits, or apply to other operations or tenancies of Proposer(s) outside the proposed contract, Proposer(s) shall give City prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the City. Proposer(s) shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

# APPENDIX A



MIAMIBEACH

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## Proposal Certification, Questionnaire & Requirements Affidavit

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RFQ 178-2013  
Waste Haulers

PROCUREMENT DIVISION  
1700 Convention Center Drive  
Miami Beach, Florida 33139

## PROPOSAL CERTIFICATION, QUESTIONNAIRE &amp; REQUIREMENTS AFFIDAVIT

Solicitation No: RFQ 178-2013	Solicitation Title: Waste Haulers	
Procurement Contact: Maria Estevez	Tel: 305-673-6558	Email: mestevez@miamibeachfl.gov

## PROPOSAL CERTIFICATION, QUESTIONNAIRE &amp; REQUIREMENTS AFFIDAVIT

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain SOLICITATION and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

## 1. General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No. of Employees:
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:		
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:		
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

**PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT**

2. **Miami Beach Based (Local) Vendor.** Is proposer a Miami Beach based firm?

YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

3. **Veteran Owned Business.** Is proposer a veteran owned business?

YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. **Financial Capacity.** Proposers shall submit a Dun & Bradstreet Duns Number (D-U-N-S #). The City may request one or more D&B reports to assess proposer's financial capacity or may request other information (e.g., audited and other financial statements) after proposal submittal in order to assess financial capacity. If firm is not currently registered at D&B, contact D & B at 1-800-234-3867 to register your company.

**SUBMITTAL REQUIREMENT:** Proposer shall submit **Dun & Bradstreet Duns Number (D-U-N-S #):** \_\_\_\_\_

Note: The City may require other financial information (e.g., audited financial statements, bonding capacity, credit history, etc.), as part of the solicitation submittal requirements or during the evaluation process, as necessary to evaluate financial capacity.

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

**SUBMITTAL REQUIREMENT:** Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past five (5) years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation. Additionally, Proposer shall provide reference with the Contractor Client Survey provided as an attachment to the solicitation, and request that your reference submit the completed survey to directly to the contracting officer named in the solicitation. **In order to be considered, surveys must be sent to the Procurement Division directly by the reference. The city will not accept client surveys sent to the Procurement Division by the Proposer.** A minimum of three (3) references and client surveys are required.

**SUBMITTAL REQUIREMENT:** Proposer shall submit a minimum of three (3) references, including the following information: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided. Additionally, each reference shall submit Contractor Client Survey included in the solicitation directly to the City. Proposer may attach additional references and ask that additional references submit client surveys as applicable.

**PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT**

7. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

8. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in ITN. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

9. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

10. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

11. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

**PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT**

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?  
 YES       NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?  
 YES       NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

- 12. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

- 12. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

**PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT****DISCLOSURE AND DISCLAIMER SECTION**

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this RFP, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this RFQ are submitted at the sole risk and responsibility of the party submitting such Proposal.

This RFQ is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the RFP, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this RFP, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the RFP, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The RFQ and any disputes arising from the RFQ shall be governed by and construed in accordance with the laws of the State of Florida.





City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7000 ext. 6652, Fax: 786-394-4075

To Whom It May Concern:

The City of Miami Beach (City) has implemented a process that collects past performance information on contractors interested in providing service to the City. Your firm has been named by the contractor named below as a current or past client. It is kindly requested that you complete this form and submit it directly to the City by the due date noted below. Client surveys received directly from the contractor will not be considered.

Contractor:		
RFQ No.: 185-2013		RFQ Title: Waste Haulers
Client Survey Due Date: June 17, 2013	City Contact: Maria Estevez, CPPB., CPPO 305-673-7000, Extension 6558 mestevez@miamibeachfl.gov	Submittal Information: City of Miami Beach Procurement Division 1700 Convention Center Drive Miami Beach, Florida 33139

Client Name:	Client Contact:
Dates of Service:	Project Value:
Project Description:	

### Contractor Performance Evaluation

	Criteria	Score
1	How satisfied were you with the project services provided by contractor?	
2	How satisfied were you with qualifications and professionalism of the contractor's personnel, subcontractors and agents in completing the project requirements?	
3	How satisfied were you with the project completion timeline?	
4	How satisfied were you with the services provided by the contractor?	
5	How satisfied were you with the approach and methodology utilized by the contractor in completing the agreed to services, including any innovative approach undertaken to achieve project requirements, within or below costs and within schedule?	
6	How satisfied were you with the value of the costs paid to the contractor?	
7	Overall, how satisfied were you with the services, approach and costs paid to the contractor?	

Additional Comments / Information:
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PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this ITN, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the ITN, and any released Addenda and understand that the following are requirements of this SOLICITATION and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Table with 2 columns and 2 rows: Name of Proposer's Authorized Representative, Title of Proposer's Authorized Representative, Signature of Proposer's Authorized Representative, Date.

State of FLORIDA )
County of \_\_\_\_\_ )
On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_ who stated that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for the State of Florida
My Commission Expires: \_\_\_\_\_