

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: July 26, 2023

SUBJECT: REQUEST APPROVAL TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ) 2023-506-WG FRANCHISE WASTE CONTRACTORS TO PROVIDE RESIDENTIAL AND COMMERCIAL WASTE COLLECTIONS AND DISPOSAL.

SUPPORTING SURVEY DATA

Not Applicable

FINANCIAL INFORMATION

TBD

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Public Works/Procurement

ATTACHMENTS:

Description

- ▣ Memorandum
- ▣ RFQ

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Alina T. Hudak, City Manager

DATE: July 26, 2023

SUBJECT: RFQ 2023-506-WG Franchise Waste Haulers to Provide Multi-Family Residential and Commercial Waste Collection and Disposal

RECOMMENDATION

It is recommended that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the issuance of Request for Qualifications (RFQ) 2023-506-WG for franchise waste haulers to provide multi-family residential and commercial waste collection and disposal.

BACKGROUND

The City currently has two (2) franchise agreements issued to solid waste contractors for residential and commercial solid waste collection and disposal. The term of the franchise agreements with the City's current franchise waste contractors expired on September 30, 2022, and have been extended on a month-to-month basis until such time as the new franchise agreements to be awarded pursuant to the contemplated RFQ become effective.

On October 16, 2019, the Mayor and City Commission adopted Resolution No. 2019-31056, extending a renewal of the City's Non-Exclusive Franchise Waste Contractor Agreements and new Service Agreement for a period of three (3) years, commencing as of October 1, 2019, and expiring on September 30, 2022.

The Public Works Department engaged MidAtlantic Solid Waste Consultants (MSW) to assist staff with evaluating the current agreement structure and to provide recommendations for an open versus closed, exclusive versus non-exclusive Franchise Waste Contractor Agreement.

At the April 29, 2022, Finance and Economic Resiliency Committee (FERC) meeting, the City Administration presented MSW's findings, and, among them, MSW recommended that the City transition to an exclusive franchise system. A motion was made to expand the analysis and to come back to a future meeting with the findings. The Administration continued meeting with FERC on May 27, 2022, July 29, 2022, November 14, 2022, January 27, 2023, February 17, 2023, and lastly on March 31, 2023.

Parallel to the FERC discussions of what would be the future terms of a non-exclusive commercial franchise waste contractor agreement and service agreements, a motion was made for Public Works to place a request to extend, on a month-to-month basis, the contract term of the Non-Exclusive Commercial Franchise Waste Contractor Agreement and Service Agreement with Waste Management Inc. of Florida, and Waste Connections of Florida, Inc., for a period not to exceed September 30, 2023. The City Commission approved this request via Resolution No. 2022-32228.

At the March 31, 2023, FERC meeting, Committee members made a motion to proceed with a Request for Qualifications (RFQ) and provided additional guidance to consider when drafting the RFQ, listed below:

- Have the Administration ensure no less than three waste haulers (with additional waste haulers to serve as alternates to replace any primary waste hauler that drops out).
- Consider an annual percentage increase cap and a hardship waiver that would allow the waste hauler to exceed the cap's limit (depending on extenuating circumstances) with the City Commission's approval.
- Determine the term duration of the contracts between customers and haulers (whether a maximum of 2 years or 5 plus years, should there be a major capital investment for equipment).
- Restrict the option for auto-renewal. Instead, allow a 90-day renewal notice from the waste hauler to the resident and a 60-day window for the customer to respond to the waste hauler.
- Include a clause that would allow residents to call the City's Sanitation staff directly, should there be any service issues or concerns, as well as allowing for residents to call the waste hauler directly.
- Effective next fiscal year, provide a quarterly LTC report that would list complaints from customers, identified issues, and turnaround time to remedy the issue(s).
- Include language to allow for property manager credentials to be accepted by the City in the same manner as resident credentials for the purposes of drop off of bulk waste or bulk pickups on behalf of the resident (and if possible, find ways to make it easier for multi-family with more than nine units to have curb bulk pickup).

As the RFQ process takes place, the Administration will require that the month-to-month Non-Exclusive Franchise Waste Contractor Agreements and accompanying franchise fees, in-kind services, and other program contributions set to expire on September 30, 2023, be extended from October 1, 2023, until such time as the solicitation process of the RFQ is completed and the new contracts are in place.

At the May 17, 2023, City Commission meeting, Public Works brought forth a Resolution, accepting the recommendation of the Finance and Economic Resiliency Committee, at its March 31, 2023 meeting, to proceed with a Request For Qualifications (RFQ) for the City's waste hauler services, and to extend the current contracts for non-exclusive commercial franchise waste services (Item R7G). A motion was made to approve the request via Resolution No. 2023-32617.

Based on the direction provided by the City Commission, the intent of this RFQ is to promote competition to ensure residents and businesses in the City receive the best service possible with reasonable pricing and contract terms. Toward this goal, the City intends to award three (3) or more franchise waste contractor licenses and two or more (2) alternates to substitute a franchise waste hauler that is acquired by another franchise waste hauler or whose contract is terminated. The franchisees and alternate franchisees shall be selected from the applicant pool based upon a determination of such franchisees' qualifications as set forth in Section 90-229(a) of the City Code. Notwithstanding the foregoing, the City Commission may award fewer franchise waste contractor licenses if the City Commission determines, in its sole discretion (and having considered the recommendation of the City Manager), that there are insufficient qualified applicants to award three (3) franchise waste contractor licenses and/or alternates.

ANALYSIS

In order to consider a replacement agreement, RFQ seeks responses from qualified firms interested in becoming franchise waste haulers and providing multi-family residential and commercial waste collection and disposal.

The requirements of the City's Solid Waste Ordinance, as codified in Section 90, Articles I – V, of the City Code (and as same may be amended from time to time), shall apply to any franchise agreement resulting from this RFQ. To give effect to some of the concerns the City Commission seeks to address pursuant to this RFQ, the Administration recommends amending Section 90-227 (Handling of Complaints) and Section 90-230 (Term of franchise agreements; initial term; renewal term) of the City Code. Specifically, Section 90-227 should be amended to require waste contractors to maintain records documenting customer communications regarding service issues or complaints and provide quarterly reports to the sanitation division relating to customer complaints and their handling. In addition, Section 90-230 should be amended (1) to provide for a renewal term of franchise agreements with waste haulers of up to five years (instead of three), (2) to require that haulers structure agreements with their customers and brokers be coterminous with their franchise agreements and (3) to provide for a 120-day open solicitation period prior to the commencement of the new franchise agreements awarded following this RFQ and at the expiration of each 5-year franchise agreement term or renewal term to allow haulers to solicit and sign accounts with customers and brokers during such period.

In addition, based on Commission direction, the Administration has prepared the following general requirements to apply to contracts between franchise waste contractors and customers or brokers for multi-family residential and commercial accounts. Further Commission direction is requested as to items 1 and 4.

- 1) **Term of Customer Contracts.** The initial term and each renewal term of a contract to provide services to a multi-family residential building having between 9 and 24 units shall not exceed two (2) years. [The initial term and each renewal term of a contract to provide services to any other multi-family residential building or commercial account shall not exceed five (5) years, provided, waste contractors are encouraged to offer terms having a shorter duration.] **OR** [The initial term and each renewal term of a contract to provide services to any other multi-family residential building or commercial account shall similarly not exceed two (2) years, provided, if an account requires that the waste hauler incur significant expenses at the commencement of the term or any renewal term to purchase and install a compactor or other major equipment for the benefit of the customer, then the term may be for up to five (5) years.] In addition, the initial term and, as applicable, any renewal term of a contract shall expire no later than the date the waste hauler's franchise agreement with the City expires. In the case of an extension of the waste hauler's franchise agreement with the City, the waste contractor may offer an extension to customers and brokers for a term that does not exceed the length of the City's extension, provided, in the event the franchise agreement with the City is extended on a month-to-month basis, then the extension offered to customers and brokers shall similarly be on a month-to-month basis, with both parties having the right to terminate upon thirty (30) days notice to the other party.
- 2) **No Auto-Renewal/Evergreen Clauses.** Contracts shall not include auto-renewal or so-called "evergreen" clauses. 3) **Prior Notice to Customer/Broker of**

Expiration Date with Option to Renew. Contracts for waste hauling services shall require the waste contractor to provide customers and brokers with a contract expiration reminder notice no less than 90 days before the contract's expiration. The contract shall further specify that if the customer or broker fails to respond within 60 days of receipt of the waste hauler's reminder notice, the contract shall remain in effect on a month-to-month basis, provided, however, that either party may at any time thereafter terminate the contract upon 30 days prior written notice

- 4) **Cap on Annual Increases [for MF 9-24 Accounts][for all Multi-Family Residential and Commercial Accounts].** [All contracts with customers or brokers to provide services to multi-family residential buildings having between 9 and 24 units shall include a cap on annual increases of eight percent (8%).] **OR** [All contracts with customers or brokers to provide services to multi-family residential buildings and other commercial accounts shall include a cap on annual increases of eight percent (8%).]
- 5) **Termination for Convenience.** Waste contractors must provide an option to customers and brokers with multi-family residential and commercial accounts to include a termination for convenience clause in their contracts, which clause would give the customer or broker the right to terminate the contract upon not less than thirty (30) days' notice to the waste contractor. Waste contractors may charge a reasonable premium for the inclusion of such a termination for convenience clause.
- 6) **Escalation of Customer Complaints.** If a customer complaint/grievance is not resolved within twenty-four (24) hours after a customer's written complaint/grievance, a customer may contact the City's sanitation department directly. The Administration has requested budget enhancements to fund the new personnel necessary to implement this program. The anticipated costs for this program, together with the cost to administer the nonexclusive franchise agreements generally, would be payable as public benefits by the franchisees.

Finally, the Administration recommends including a requirement in the RFQ that waste contractors must procure collection vehicles that have been in service for not more than three (3) years and that are clean, sanitary, neat in appearance and in good repair, prior to the commencement of the term (or any renewal term) of the franchise agreement. This requirement is a condition precedent to the commencement of services to customers. Failure to comply with this requirement will constitute a default and the City shall have all remedies available pursuant to the franchise agreement, including without limitation the right to terminate the franchise. The City shall have the right to inspect all collection vehicles at any time with or without notice and to require that a collection vehicle be repaired or replaced as necessary to ensure the highest level of service to the City's residents and businesses. In this regard, each franchisee shall at all time have available to it reserve vehicles that are clean, sanitary, neat in appearance and in good repair and which can be put into service within two (2) hours of any breakdown or unsatisfactory inspection.

A draft of the RFQ is attached. Following the receipt of proposals, an Evaluation Committee will review proposals in accordance with the criteria established in the RFQ. The selection of firm(s) with whom the City may enter into negotiations shall be based on the criteria established in the RFQ.

FISCAL IMPACT STATEMENT

The impact is over \$7 million dollars in revenue generated from commercial franchise fees and public benefit services.

CONCLUSION

It is recommended that the Mayor and Commission of the City of Miami Beach, Florida, authorize the issuance of RFQ 2023-506-WG for franchise waste contractors to provide multi-family residential and commercial waste collection and disposal.

RFQ 2023-506-WG

Franchise Waste Contractors to Provide Multi-Family Residential and Commercial Waste Collection and Disposal

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SECTION 0100**INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Bidders to submit proposals for the City's consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

Prospective Bidders that have obtained this solicitation in any manner other than via *BidSync* (www.bidsync.com) are advised that the City utilizes *BidSync* (www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any Prospective Bidder who has received this RFQ by any means other than through *BidSync* must register immediately with *BidSync* to ensure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of the submitted proposal.

2. PURPOSE. Pursuant to Section 90-97(c) of the City Code, multi-family buildings with nine (9) or more dwelling units are considered commercial accounts and must have solid waste disposal services provided by one of the City's franchise waste contractors.

The City currently has two (2) franchise agreements issued to solid waste contractors for residential and commercial solid waste collection and disposal. The term of the franchise with the City's current franchise waste contractors expired on September 30, 2022, and has been extended on a month-to-month basis since then.

Pursuant to Section 90-229 of the City of Miami Beach Code (City Code), the City is authorized to issue up to five (5) franchises to qualified waste contractors for residential and commercial waste collection and disposal. It is the intent of this RFQ to award up to five (5) qualified solid waste franchise contractors.

Additionally, pursuant to section 90-231 of the City Code, each franchise waste contractor shall, as a condition of issuance by the City Manager of a franchise, be required to offer recycling services. If an offer of recycling by one of the franchise waste contractors 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. Proposals made by a franchise waste contractor to provide recycling services shall 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. 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 waste for the cost associated with any of the services are left between the two parties to negotiate and reconcile.

The requirements of the City's Solid Waste Ordinance, as codified in Section 90, Articles I – V, of the City Code (and as same may be amended from time to time), shall apply to any franchise agreement resulting from this RFQ. The City's solid waste ordinance is available at <http://library.municode.com/index.aspx?clientId=13097>.

The intent of this RFQ is to award three (3) or more franchise waste contractor licenses and two or more (2) alternates to substitute a franchise waste hauler that is acquired by another franchise waste hauler or whose contract is terminated. The franchisees and alternate franchisees shall be selected from the applicant pool based upon a determination of such franchisees' qualifications as set forth in Section 90-229(a) of the City Code. Notwithstanding the foregoing, the City Commission may award fewer franchise waste contractor licenses if the City Commission determines, in its sole discretion (and having considered the recommendation of the City Manager), that there are insufficient qualified applicants to award three (3) franchise waste contractor licenses and/or alternates.

3. MANDATORY REQUIREMENTS.

A. SOLID WASTE ORDINANCE. Each Bidder that is awarded a franchise pursuant to this RFQ shall comply with the requirements of the City's Solid Waste Ordinance (Section 90, Articles I-V of the City Code, as same may be amended), including, without limitation, the following sections:

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.

(d) Each franchise waste contractor shall notify the City of all accounts that have been discontinued prior to the accumulation of garbage on the previously serviced premises.

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 am — 5:00 pm 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 the 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; penalties.

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, penalty fees for private waste collectors/contractors shall be as follows:

(1) *Original delinquency.* Any franchise waste contractor who fails to remit any franchise fee imposed by this division within the time required shall pay a penalty of ten percent of the amount of the delinquent fee in addition to the amount of the delinquent fee.

(2) *Continued delinquency.* Any franchise waste contractor who fails to remit the franchise fee on or before the 30th day following the date on which the fee first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the delinquent fee, in addition to the amount of the fee, and the ten-percent penalty imposed pursuant to subsection (1). An additional penalty of ten percent of the amount of the delinquent fee shall be paid for each additional 30-day period, or part thereof, during which the franchise fee is delinquent, provided that the total penalty imposed by subsection (1) and this subsection (2) shall not exceed 50 percent of the amount of the franchise fee. This penalty shall be in addition to the franchise fee and interest imposed by this division.

(3) *Interest.* In addition to the penalties imposed in subsections (1) and (2) of this section, any franchise waste contractor who fails to remit any franchise fee imposed by this division shall pay interest at the highest legal rate of interest permitted by law on the amount of the franchise fee, exclusive of penalties, from the date on which the franchise fee first became delinquent until paid.

(4) *Penalties merged with franchise fees.* Every penalty imposed and all interest accrued under the provisions of this section shall become a part of the franchise fee required to be paid.

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 am and 4:00 pm, Monday through Friday, excluding legal holidays. Between the hours of 4:00 pm and 8:00 am, 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 pm) shall be resolved before 4:00 pm of that same day. Complaints received after noon (12:00 pm) but before 8:00 am shall be resolved before noon (12:00 pm) 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. In addition, each franchise waste contractor shall maintain accurate books and records documenting all customer communications, whether by telephone, email, or otherwise, regarding service issues or complaints, which records shall include, at a minimum, the customer name, customer address, account number, date and time of call or email, nature of the problem or issue, description of the manner in which, and the date and time, the problem or issue was resolved. Each franchise waste hauler shall deliver to the sanitation division on or before January 15, April 15, July 15, and October 15 a report containing the above information in respect of the preceding calendar quarter.¹

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 her 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,

¹ It is anticipated that Sec. 90-227 will be amended in the manner reflected in this RFQ prior to the effective date of any new franchise agreement awarded pursuant hereto.

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 am and 7:00 pm 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, 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, the 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.²

(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) Prior to the expiration of the initial term of a franchise agreement, 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 up to an additional ~~three~~ five-year renewal term.

(c) A franchise waste contractor shall ensure that the term of its agreements with customers and brokers shall expire no later than the date its franchise agreement with the City expires. In the case of an extension of the waste hauler's franchise agreement with the City, the waste contractor may offer an extension to customers and brokers for a term that does not exceed the length of the City's extension, provided, in the event the franchise agreement with the City is extended on a month-to-month basis, then the extension offered to customers and brokers shall similarly be on a month-to-month basis, with both parties having the right to terminate upon thirty (30) days notice to the other party.

(d) There will be an open solicitation period during the last one hundred twenty (120) days of the term of franchise agreements. During such solicitation period, franchise waste contractors shall be free to solicit and sign contracts with customers and brokers in respect of waste collection agreements with terms that will commence upon the expiration of the expiring franchise agreements.

Sec. 90-231. - Recycling requirements for franchise waste contractors; protest procedures.³

(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 a 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

² It is anticipated that Sec. 90-230 will be amended in the manner reflected in this RFQ prior to the effective date of any new franchise agreement awarded pursuant hereto.

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 are 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 the 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 the 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 an agreement for the 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), the 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.

B. OTHER RELEVANT ORDINANCES

In addition to complying with the City's Solid Waste Ordinance and other provisions of the City Code, each Bidder that is awarded a franchise pursuant to this RFQ shall comply with all applicable City ordinances, including without limitation those contained in Section 1(f) of the Terms and Conditions for Services (dated 10/27/2022), incorporated herein, which may be found at the following link: <https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

C. PUBLIC BENEFIT

Bidder will be required to provide all benefits and in-kind services set forth in Appendix C and/or such other City public benefits and/or services as the City Manager may, in her reasonable judgment and discretion, from time to time, require.

D. CUSTOMER CONTRACT PROVISIONS

All contracts between franchise waste contractors and customers or brokers for multi-family residential and commercial accounts shall conform to the following:

- 1) **Term of Customer Contracts.** The initial term and each renewal term of a contract to provide services to a multi-family residential building having between 9 and 24 units shall not exceed two (2) years. [The initial term and each renewal term of a contract to provide services to any other multi-family residential building or commercial account shall not exceed five (5) years, provided, waste contractors are encouraged to offer terms having a shorter duration.][The initial term and each renewal term of a contract to provide services to any other multi-family residential building or commercial account shall similarly not exceed two (2) years, provided, if an account requires that the waste hauler incur significant expenses at the commencement of the term or any renewal term to purchase and install a compactor or other major equipment for the benefit of the customer, then the term may be for up to five (5) years.] In addition, the initial term and, as applicable, any renewal term of a contract shall expire no later than the date the waste hauler's franchise agreement with the City expires. In the case of an extension of the waste hauler's franchise agreement with the City, the waste contractor may offer an extension to customers and brokers for a term that does not exceed the length of the City's extension, provided, in the event the franchise agreement with the City is extended on a month-to-month basis, then the extension offered to customers and brokers shall similarly be on a month-to-month basis, with both parties having the right to terminate upon thirty (30) days' notice to the other party.
- 2) **No Auto-Renewal/Evergreen Clauses.** Contracts shall not include auto-renewal or so-called "evergreen" clauses.
- 3) **Prior Notice to Customer/Broker of Expiration Date with Option to Renew.** Contracts for waste hauling services shall require the waste contractor to provide customers and brokers with a contract expiration reminder notice no less than 90 days before the contract's expiration. The contract shall further specify that if the customer or broker fails to respond within 60 days of receipt of the waste hauler's reminder notice, the contract shall remain in effect on a month-to-month basis, provided, however, that either party may at any time thereafter terminate the contract upon 30 days prior written notice
- 4) **Cap on Annual Increases [for MF 9-24 Accounts][for all Multi-Family Residential and Commercial Accounts].** [All contracts with customers or brokers to provide services to multi-family residential buildings having between 9 and 24 units shall include a cap on annual increases of eight percent (8%).][All contracts with customers or brokers to provide services to multi-family residential buildings and other commercial accounts shall include a cap on annual increases of eight percent (8%).]
- 5) **Termination for Convenience.** Waste contractors must provide an option to customers and brokers with multi-family residential and commercial accounts to include a termination for convenience clause in their contracts, which clause would give the customer or broker the right to terminate the contract upon not less than thirty (30) days' notice to the waste contractor. Waste contractors may charge a reasonable premium for the inclusion of such a termination for convenience clause.

- 6) **Escalation of Customer Complaints.** If a customer complaint/grievance is not resolved within twenty-four (24) hours after a customer's written complaint/grievance, a customer may contact the City's sanitation department directly.

E. NEW COLLECTION VEHICLES

Waste contractors must procure all new collection vehicles prior to the commencement of the term (or any renewal term) of the franchise agreement. This requirement is a condition precedent to the commencement of services to customers. Failure to comply with this requirement will constitute a default and the City shall have all remedies available pursuant to the franchise agreement, including without limitation the right to terminate the franchise.

4. ANTICIPATED RFQ TIMETABLE.

The tentative schedule for this solicitation is as follows:

RFQ Issued	July 27, 2023
Pre-Proposal Meeting	August 2, 2023, @ 10:00 AM EST
Deadline for Receipt of Questions	September 4, 2023, @ 5:00PM EST
Responses Due	September 13, 2023, @ 3:00PM EST
Evaluation Committee Review	TBD
Bidder Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

5. PROCUREMENT CONTACT.

Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
William Garviso, CPPB

Telephone:
(305) 673-7000, ext. 26650

Email:
williamgarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0100-4. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

6. PRE-PROPOSAL MEETING OR SITE VISIT(S).

Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via telephone and recommended as a source of information but is not mandatory. Bidders interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER:
- (2) Enter the MEETING NUMBER:

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

7. PRE-PROPOSAL INTERPRETATIONS.

Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-

submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *BidSync*. Any prospective proposer who has received this RFQ by any means other than through *BidSync* must register immediately with BidSync to ensure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of the proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

8. 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. Bidders 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 response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

9. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Bidders (or Bidder team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

10. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Bidder 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 Bidder 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 Bidder.

11. DETERMINATION OF AWARD. The final ranking results of the evaluation process will be considered by the City Manager, who may recommend to the City Commission the Bidder(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity, and skill of the Bidder to perform the contract.
- (2) Whether the Bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may 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.

Prohibition Against Considering Social, Political or Ideological Interests In Government Contracting -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

12. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Bidder. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Bidders that no property, contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties.

SECTION 0200

GENERAL CONDITIONS

TERMS & CONDITIONS –SERVICES. By virtue of submitting a proposal in response to this solicitation, the proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10/27/2022), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300

PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Electronic responses to this RFQ are to be submitted through BidSync until the date and time indicated in this document. ***It is the sole responsibility of the Bidder to ensure its proposal reaches BidSync before the Solicitation closing date and time.*** There is no cost to the Bidder to submit a proposal in response to a City of Miami Beach solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files (proposal format indicated below). All proposals received and time stamped through BidSync, prior to the proposal submittal deadline, shall be accepted as timely submitted. Proposals will be opened promptly at the time and date specified. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal's due date and time. The City will only consider the latest version of the proposal.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).

3. OMITTED OR ADDITIONAL INFORMATION. With exception of the Bid Submittal Questionnaire (submitted electronically) and the Cost/Revenue Proposal, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from Bidder 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 Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in the proposal being deemed non-responsive.

4. ELECTRONIC 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 tabs and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in BidSync.

TAB 1	Cover Letter, Table of Contents, and Minimum Qualification Requirement
1.1	<p>Cover Letter and Table of Contents. The table of contents should indicate the tabs, sections with tabs, and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm.</p> <p>1.2 Minimum Qualification Requirement. Submit detailed, verifiable information affirmatively documenting compliance with the following minimum qualifications that the City will consider in awarding a franchise, as established in the City Code Section 90-229(a)(1)-(7) and enumerated immediately below.</p> <p>Pursuant to Section 90-229 of the City Code, the minimum qualifications that shall be considered by the City in the granting of a solid waste franchise shall include the:</p> <ol style="list-style-type: none"> (1) Evidence of the applicant's (i.e. Bidder's) ability to fulfill all duties and requirements of a franchise waste contractor, as set forth in Chapter 90 of the City Code, 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 of Miami Beach; or, in the alternative, the City Commission may, at its sole discretion, accept as evidence of compliance, 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. in the City Code, 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 providing additional "public benefit(s)" to the City, which may include, without limitation, the 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.

Submittal Requirement:

TAB 2

Experience and Qualifications

2.1 Organizational Chart: An organizational chart depicting the structure and lines of authority and communication for all firms, principals, and personnel involved in the project. Include information that describes the intended structure regarding project management, accountability, and compliance with the terms of the RFQ.

2.2 Relevant Experience of Prime Bidder: Summarize franchise agreements where the Bidder and/or its principals have provided services similar to those described herein for other municipal agencies. For each agreement, provide the following:

- a. agency name and scope of services provided;
- b. name of individuals that worked on the referenced project that have been included in Section 2.1 above.
- c. client;
- d. client project manager and contact information;
- e. costs of the services provided; and
- f. term of the engagement.

2.3 Relevant Experience of Sub-consultant(s)/Sub-contractor(s): Summarize franchise agreements where the Sub-consultant(s)/Sub-contractor(s) and/or its principals have provided services similar to those described herein for other municipal agencies. For each agreement, provide the following:

- g. agency name and scope of services provided;
- h. name of individuals that worked on the referenced project that have been included in Section 2.1 above.
- i. client;
- j. client project manager and contact information;
- k. costs of the services provided; and

term of the engagement.

TAB 3 Approach and Methodology

3.1: Address in detail how Bidder will comply with the requirements of this RFQ, including those requirements noted in the scope of services Mandatory Requirements reflected in subparagraph 3.A, Section 0100, and in Section 90, Articles I – V, of the City Code.

3.2: Submit a detailed Customer Service Plan.

TAB 4 Environmental Sustainability (Green) Initiatives

Submit detailed information demonstrating how Bidder will provide environmentally sustainable (green) initiatives relating to operations associated with the scope of this RFQ, including but not limited to: minimizing or mitigating any potential negative environmental impacts, maximizing energy efficiency, and decreasing ecological footprint. Any current initiative information submitted should be documented and verifiable.

Submit detailed information on how the Bidder plans to incorporate environmentally sustainable (green) initiatives as part of the award of the franchise to Bidder (if selected).

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SECTION 0400**PROPOSAL EVALUATION**

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions. City staff will assign points for the quantitative criteria. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager, who will utilize the results to make a recommendation to the City Commission.

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.
- b. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Qualitative Criteria. Responsive proposals shall be evaluated by the Evaluation Committee in accordance with the following criteria.

Qualitative Criteria	Maximum Points
Experience and Qualifications	30
Approach and Methodology	45
Environmental Sustainability (Green) Initiatives	25
TOTAL AVAILABLE STEP 1 POINTS	100

3. Quantitative Criteria. Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Bidders may receive additional points, to be added by City staff, as follows.

Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

4. Determination of Final Ranking. The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below:

		Bidder A	Bidder B	Bidder C
Committee Member 1	Qualitative Points	82	74	80
	Quantitative Points	10	5	0
	Total	92	79	80
	Rank	1	3	2
Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	10	5	0
	Total	92	90	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	10	5	0
	Total	100	79	66
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the Evaluation Committee process do not represent an award recommendation. The City Manager will utilize the results of the committee process, as well as any other information deemed appropriate to develop his award recommendation to the City Commission, which may differ from the Evaluation Committee process ranking.

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APPENDIX A

MIAMI BEACH

Sample Contract

RFQ 2023-506-WG

Franchise Waste Contractors to
Provide Residential and Commercial
Waste Collections and Disposal

**BY VIRTUE OF SUBMITTING A PROPOSAL THE FIRM HEREBY TAKES NO EXCEPTIONS TO
THE TERM AND CONDITIONS NOTED IN THIS SAMPLE CONTRACT**

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

DRAFT

APPENDIX B

MIAMI BEACH

INSURANCE REQUIREMENTS

RFQ 2023-506-WG

Franchise Waste Contractors to
Provide Residential and Commercial
Waste Collections and Disposal

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, in an amount not less than \$1,000,000, \$2,000,000 aggregate combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate, for bodily injury and property damage.
- D. Excess coverage on the General Liability and Automobile Liability in an amount not less than \$5,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

**CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3RD FLOOR
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.