

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 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.

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 the same may be amended from time to time. Although not necessary, it may be desirable to amend certain provisions of the Code to ensure consistency with the purpose and intent of this RFQ. Appendix A reflects certain amendments to Chapter 90 of the City Code the Administration expects to recommend to the City Commission.

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. EXECUTION OF FRANCHISE AGREEMENT Each Bidder that is awarded a franchise pursuant to this RFQ shall execute a Non-Exclusive Franchise Waste Contractor Agreement in the form of Appendix B (to be issued pursuant to Addendum) and comply with the insurance requirements set forth in Appendix C.

D. PUBLIC BENEFIT

Bidder will be required to provide all benefits and in-kind services set forth in Appendix D.

E. 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. 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, except as provided below.
- 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 by certified mail, return receipt requested, 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, then the contract shall automatically renew for a one (1) year extension, provided, (a) such renewal term shall not extend beyond the expiration date of the waste hauler's franchise agreement, (b) the waste hauler shall comply with the 90-day notice requirement at the end of the one-year extension term (and any

further extension) and (c) if an open solicitation period occurs during an extension term, the customer shall be entitled to the 180-day notice and shall have the right to terminate its agreement without the payment of liquidated damages or early termination fees of any kind if the customer desires to contract with a different waste hauler.

- 4) **Cap on Annual Increases for MF 9-24 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%).
- 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. COLLECTION VEHICLES

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.

F. OPEN SOLICITATION PERIOD

There will be an open solicitation period during the last one hundred twenty (120) days of the term of franchise agreements (including agreements in place at the time this RFQ is issued). 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. The date of commencement of the 120-day open solicitation period will be established once the RFQ is concluded and new non-exclusive franchise agreements are awarded. Franchise agreements in effect at the time this RFQ is issued will terminate at the end of the open solicitation period. With regard to customer contracts in effect at the time this RFQ is issued that will not expire by or before the effective date for new franchise agreements, waste haulers shall provide written notice to such customers by certified mail, return receipt requested, not less than sixty (60) days prior to the commencement date of the open solicitation period advising that they may terminate their agreements without payment of liquidated damages or early termination fees of any kind if they desire to contract with a different waste hauler during the solicitation period for a term that commences when the new franchise agreements become effective.

4. ANTICIPATED RFQ TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	September 28, 2023
Pre-Proposal Meeting	October 4, 2023, @ 10:00 AM EST

Deadline for Receipt of Questions	November 6, 2023, @ 5:00PM EST
Responses Due	November 15, 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
<p>1.1 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. 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

Contemplated Code Amendments

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

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.

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) 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.

APPENDIX B

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

APPENDIX C

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.

APPENDIX D

MIAMI BEACH

PUBLIC BENEFIT & IN-KIND SERVICES

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