

REQUEST FOR PROPOSALS

FOR RECYCLING SERVICES IN PUBLIC AREAS AND RIGHTS-OF-WAY IN THE CITY OF MIAMI BEACH.

RFP # 21 – 07/08

PROPOSAL DUE DATE: April 29, 2008 at 3:00 PM

GUS LOPEZ, PROCUREMENT DIRECTOR
PROCUREMENT DIVISION
1700 Convention Center Drive Miami Beach, FL 33139
guslopez@miamibeachfl.gov



MIAMI BEACH

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

PROCUREMENT DIVISION

Tel: 305-673-7490, Fax: 786-394-4001

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP) NO. 21- 07/08, FOR RECYCLING SERVICES IN PUBLIC AREAS AND RIGHTS-OF-WAY IN THE CITY OF MIAMI BEACH.

The intent of the Request for Proposals would be to gather sufficient detail and information so that the City understands the extent of the recycling benefit being offered by a proposer and the respective component costs associated with said program. Items which would be anticipated to be negotiated as part of the vendor selection process would be the style and size of the recycling container, the amount of space devoted to advertising, frequency of collections, and other details associated with the specific proposal. Each proposer will be expected to submit a detailed business plan that illustrates for the City and evaluation committee how their proposal functions both for revenue and expenditure aspects.

Sealed Proposals will be received until **3:00 PM on April 29, 2008** at the following address:

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

ANY PROPOSAL RECEIVED AFTER 3:00 PM ON APRIL 29, 2008 WILL BE RETURNED TO THE PROPOSER UNOPENED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER.

The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

A Pre-Proposal Submission Meeting is scheduled for April 9, 2008, 10:00 am at the following address:

City of Miami Beach
City Hall – 4th Floor
1700 Convention Center Drive
City Manager's Large Conference Room
Miami Beach, Florida 33139

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

(1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)

(2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

Proposers who are interested in participating via telephone, please send an e-mail to guslopez@miamibeachfl.gov expressing your intent to participate via telephone at least one business day in advance of the meeting.

The City of Miami Beach is using RFP Depot, a central notification system which provides bid notification services to interested vendors. RFP Depot allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.rfpdepot.com. If you do not have Internet access, please call the RFP Depot's vendor support group at 801-765-9245.

The City of Miami Beach has also contracted with BidNet and is utilizing a central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet(s), this South Florida Purchasing system allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.govbids.com/scripts/southflorida/public/home1.asp. If you do not have Internet access, please call the BidNet(r) support group at 800-677-1997 extension # 214.

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

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363.
- CAMPAIGN CONTRIBUTIONS BY VENDORS - ORDINANCE NO. 2003-3389.
- EQUAL BENEFITS ORDINANCE – ORDINANCE NO. 2005-3494.

Sincerely,



Gus Lopez, CPPO
Procurement Director



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

PROCUREMENT Division
Tel: 305.673.7490 Fax: 786-394-4001

RFP No. 21- 07/08

<i>NOTICE TO PROSPECTIVE PROPOSERS</i>

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

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

_____ Our Company does not handle this type of product/service.

_____ We cannot provide the services requested in the scope of services.

_____ Our Company is simply not interested in bidding at this time.

_____ Due to prior commitments, I was unable to submit a proposal.

_____ OTHER. (Please specify) _____

We do _____ do not _____ want to be retained on your mailing list for future Request for Proposals (RFPs) for similar services outlined in this RFP.

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by submitting a Proposal or this completed form, may result in your company being removed from the City's bid list.



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SECTION I - OVERVIEW AND PROPOSAL PROCEDURES:

A. INTRODUCTION / BACKGROUND

The City's Ad Hoc Green Committee has been discussing several enhancements to the City's current recycling efforts. The Committee is giving consideration to residential recycling, multi-family recycling, commercial recycling and public area recycling efforts.

In the category of public areas, the Ad Hoc Green Committee has incorporated the beach and beach accesses, City parks, public and commercial corridors such as Ocean Drive, Lincoln Road, Collins Avenue, 41st Street, 72nd Street, Washington Avenue, City parking lots and potentially a community drop-off facility in some location to be yet determined.

In doing background research on this type of initiative it has been determined that there are companies predominantly in European markets that provide for aesthetically pleasing recycling containers and use advertising panels as a revenue based support for such program.

The Ad Hoc Green Committee has recommended that the City Commission authorize the issuance of a Request for Proposals (RFP) to solicit vendor interest in providing public area recycling.

As the County wide recycling program has evolved, it is possible in a public area recycling program to collect a much wider variety of recyclable materials such as currently done in City buildings. All glass, cans, plastic bottles and paper products would be recyclable and would be collected in public area recycling containers. As a practical matter the only items which are not recyclable are food waste items. The County program also provides a facility to process incoming recyclables.

The intent of the Request for Proposals would be to gather sufficient detail and information so that the City understands the extent of the recycling benefit being offered by a proposer and the respective component costs associated with said program. Items which would be anticipated to be negotiated as part of the vendor selection process would be the style and size of the recycling container, the amount of space devoted to advertising, frequency of collections, and other details associated with the specific proposal. Each proposer will be expected to submit a detailed business plan that illustrates for the City and evaluation committee how their proposal functions both for revenue and expenditure aspects.

B. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP Issued	March 25, 2008
Pre-Proposal Submission Meeting	April 9, 2008
Deadline for receipt of questions	April 18, 2008
Deadline for receipt of Proposals	April 29, 2008 at 3:00 pm
Evaluation Committee meeting	May, 2008
City Commission approval	May, 2008
Contract negotiations	June, 2008

C. PROPOSAL SUBMISSION

An original and ten (10) copies of complete Proposals must be received **no later than 3:00 pm on April 29, 2008**, at the following address:

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

The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, RFP number and title, and due date. **No facsimile, electronic, or e-mail responses will be considered.**

The responsibility for submitting Proposals to the Procurement Division on or before the stated time and date will be solely and strictly that of the Proposer. The City will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any other occurrence. Proposals received after the RFP due date and time will not be accepted and will not be considered.

D. REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS

Proposers are advised that this RFP and any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Ordinance No. 2005-3494, entitled "Requirement for City Contractors to Provide Equal Benefits for Domestic Partners" (the "Ordinance"). The Ordinance applies to all employees of a Contractor who works within the city limits of the City of Miami Beach, and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

All Proposers shall complete and return, with their Proposal, the "Declaration: Non-discrimination in Contracts and Benefits" form contained herein. The City shall not enter into any contract unless the Proposer certifies that it does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees.

Proposers may also comply with the Ordinance by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his designee determines that:

- a. The Proposer shall complete and return the "Reasonable Measures Application" contained herein, and the Cash Equivalent proposed; AND.
- b. The Proposer shall complete and return the "Substantial Compliance Authorization Form" contained herein.

It is important to note that Proposer is considered in compliance if Proposer provides benefits neither to employees' spouses nor to employees' Domestic Partners.

E. LIVING WAGE REQUIREMENT

Pursuant to the City of Miami Beach Living Wage Ordinance, as codified in Chapter 2, Division 6, Sections 2-407 thru 2-410 of the City Code, all service groups or individuals, entering into a contract with the City shall pay to all its employees, a living wage of not less than \$8.56 an hour with health benefits, or a living wage of not less than \$9.81 an hour without health benefits. For a covered employer to comply with the living wage provision by choosing to pay the lower wage scale (\$8.56/hour) when a covered employer also provides health benefits, such health benefits shall consist of payment of at least \$1.25 per hour toward the provision of health benefits for covered employees and their dependents.

F. PRE-PROPOSAL SUBMISSION MEETING

A Pre-Proposal Submission Meeting is scheduled for **April 9, 2008 at 10:00 am** at the following address:

City of Miami Beach
City Hall – 4th Floor
City Manager's Large Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

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

- (1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)
- (2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

Proposers, who are interested in participating via telephone, please send an e-mail to the contact person listed below, expressing your intent to participate via telephone.

G. CONTACT PERSON/ADDITIONAL INFORMATION/ADDENDA

The contact person for this RFP is John Ellis, CPPB, who may be reached by phone: 305-673-7490; fax 786-394-4001; or e-mail: johnellis@miamibeachfl.gov. Communications between a Proposer, bidder, lobbyist, and/or consultant and the Procurement Director are ***limited to matters of process or procedure***.

Requests for additional information or clarifications must be made **in writing** to the Procurement Division. Facsimile or e-mail requests are acceptable. Please send all questions to johnellis@miamibeachfl.gov and copy the City Clerk's Office RobertParcher@miamibeachfl.gov no later than the date specified in the RFP timetable.

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

Proposers are advised that oral communications between the Proposer, or their representatives, and the Mayor and City Commissioners and their respective staff, or members of the City's Administrative staff (including but not limited to the City Manager and his staff), or evaluation committee members, is prohibited.

H. MODIFICATION/WITHDRAWALS OF PROPOSALS

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

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

I. RFP POSTPONEMENT/CANCELLATION/REJECTION

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

J. COSTS INCURRED BY PROPOSERS

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

K. EXCEPTIONS TO RFP

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

L. SUNSHINE LAW

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, will be available for public inspection after opening of Proposals, in compliance with Chapter 286, Florida Statutes (the Florida "Government in the Sunshine Law").

M. NEGOTIATIONS

The City reserves the right to enter into further negotiations with the top-ranked Proposer, and/or successful Proposer (following authorization of negotiations by the City). Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the top-ranked and/or successful Proposer in the event the parties are unable to negotiate a contract.

It is also understood and acknowledged by Proposer's that by submitting a Proposal, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to and executed by the parties.

N. PROTEST PROCEDURE

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

O. OBSERVANCE OF LAWS

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

P. DEFAULT

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

Q. CONFLICT OF INTEREST

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

R. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

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

S. PROPOSER'S RESPONSIBILITY

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations 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 investigations and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

T. RELATIONSHIP TO THE CITY

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

U. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

V. CONE OF SILENCE

Proposers are hereby advised that this RFP is subject to the City's Cone of Silence requirements, as set forth in Section 2-486 of the City Code.

W. DEBARMENT ORDINANCE

Proposers are hereby advised that this RFP is subject to the City's Debarment Ordinance (Ordinance No. 200-3234), as codified in Section 2-397 through 2-406 of the City Code.

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

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

Note to Proposers: Proposers are hereby advised that, at its December 12, 2007 meeting, the Mayor and City Commission directed the City Administration to prepare an amendment or amendments to the City's Campaign Finance Reform laws which would entail expanding the definitions therein of the terms "Vendor" and "Contribution." While it is not anticipated that the aforesaid amendment(s) will be considered and, if approved, adopted by the City Commission prior the opening date for Proposals herein, said amendment(s) (if approved) may take effect by the time of, or following, execution of a contract between the successful Proposer and the City and, accordingly, shall apply to (and be legally binding upon) said Proposer and the contract.

Any requests for further information and/or other questions with regard to the status of the proposed amendment(s) should be made in writing to John Ellis, CPPB by facsimile (786.394.4001), or e-mail (johnellis@miamibeachfl.gov).

Y. CODE OF BUSINESS ETHICS

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

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

Z. AMERICAN WITH DISABILITIES ACT (ADA)

Call 305-673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call Robert Halfhill, Public Works Department, at 305-673-7631.

AA. ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal.

Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

SECTION II -- SCOPE OF SERVICES

Provide single-stream recycling service to City of Miami Beach public areas. Proposer shall identify potential locations where single-stream recycling containers/receptacles can be located. At a minimum recycling containers/receptacles shall be provided on the beach and beach access points, Lincoln Road Mall, Ocean Drive, Collins Avenue (between 5th Street and 46th Street and between 63rd Street and 75th Street), 41st Street, Alton Road (South Pointe Drive to Michigan Avenue), Washington Avenue, and 71st Street (Collins Avenue to Rue Notre Dame), City Parks and any other location deemed viable for public recycling collection. Successful Proposer shall erect, install, operate and maintain at its own cost, single-stream recycling street containers/receptacles to collect the recycling material. Recyclable materials will include mixed recyclable paper, plastic, metal and glass. All recyclable material is to be collected in a common container/receptacle. Recyclable materials collected will be delivered to a permitted Materials Recovery Facilities (MRF) or recycling plants for sorting in accordance with all local, state, and federal regulations governing waste and recycling disposal. If collected material is not suitable for recycling, it shall be the operator's responsibility to dispose it in accordance with applicable regulations.

As an identified option, proposers shall also propose the operation of public drop-off site(s) where residents might bring recyclable materials. The site(s) could be co-located at existing locations where the City provides dumpsters for free bulk waste disposal from Miami Beach residents. The sites are located at 6th Street and Meridian Avenue and 75th Street and Dickens Avenue. The sites are open only Saturday and Sunday the first weekend of every month.

Advertising or other revenue producing means, methods or strategies will be allowed on recycling containers/receptacles and recycling centers and to support program expense. It will be important for proposers to demonstrate sensitivity to the design and appearance of any proposed containers/receptacles. The Community is very proud of its architectural characteristics and insists that its public areas compliment the Community. The Community also has had an historic concern that the public areas not be over commercialized.

The recycling containers/receptacles shall be subject to approval by the City of Miami Beach Design Review Board and/or the Historic Preservation Board, as determined by the City's Planning Director.

Proposer shall submit as part of their proposal a detailed business plan. The business plan should contain at a minimum, any revenues both to the proposer and to the City, if any, all expense elements of the proposal inclusive of capital and operating expenses, educational and promotional components and/or a marketing plan. It should be clearly detailed in the plan whether the program is self supporting, if costs exceed revenues or if revenues exceed costs. Any subcontractors, partnership or support entities should be clearly described in the business plan. Service frequency will be specified in the Proposal's business plan based on the number of containers/receptacles and locations, and with consideration to efficiency and nuisance issues related to prolonged retention time.

Term

The initial term of the contract will be five (5) years. After the initial term, the City shall have the option, at its sole discretion, to renew this contract for up to five (5) one (1) year terms, subject to the same terms and conditions set forth herein.

SECTION III – PROPOSAL FORMAT/ MINIMUM REQUIREMENTS

Proposals must contain the following documents, each fully completed and signed, as required. If any items are omitted, Proposers must submit the documentation within five (5) calendar days upon request from the City, or the Proposal shall be deemed non-responsive. **The City will not accept the proposed cost or revenue sharing information after the deadline for receipt of Proposals.**

1. Table of Contents

Outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:

Proposers must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed non-responsive.

- a) **Introduction letter:** outlining the Proposer's professional specialization; provide past experience to support the qualifications of the Proposer.
- b) **Proposer's must provide documentation:** Proposer's shall submit such supporting documentation as they deem necessary to demonstrate the capability to provide and implement the services that provide evidence as to the capability to provide and implement the services as outlined in this RFP.
- c) **References:** Provide a list of at least five (5) client references, that have provided services as outlined in this RFP, to include contact name, title, company, address, telephone number, e-mail address, fax number.
- d) **Qualifications of Proposer/ Management Team and Key Personnel:** Outline in detail the experience and qualifications of the Proposers entity, and the Proposer's management team, in providing services as outlined in this RFP.
- e) **Past Performance Client Survey Information:** Past performance information will be collected on all Proposers. Proposers are required to identify and submit their best projects. Proposers will be required to send out Performance Evaluation Surveys to each of their clients.

Please provide your client with the Performance Evaluation Letter and Survey attached herein on pages 41 and 42, and request that your client submit the completed survey to Gus Lopez, at (Fax) 786-394-4007 or (e-mail) guslopez@miamibeachfl.gov. **The City will not accept Client Surveys sent to the Procurement Division from the office of the Proposer. Surveys must be sent to the Procurement Division directly from your client's office(s).** Proposers are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and successful Proposer any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

f) Methodology and Approach.

The Proposer must specifically describe its Proposal methodology and approach for completing the services required in the scope of work.

g) Cost Information:

Cost and/or revenue sharing information must be submitted with Proposal. Notwithstanding any cost and/or revenue sharing Proposals submitted, the City reserves the right to further negotiate same with the successful Proposer.

3. Acknowledgment of Addenda:

(IF REQUIRED BY ADDENDUM) and Proposer Information forms.

4. Any other Documents Required by this RFP.

SECTION IV – EVALUATION/SELECTION PROCESS

The procedure for Proposal evaluation and selection is as follows:

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

Evaluation Criteria:

Evaluation Criteria (Scoring Weight)

- | | |
|-----|---|
| 20% | Experience and Expertise |
| 30% | Public benefit of proposal, the extent to which recycling is increased in the community |
| 20% | Environmental and aesthetic sensitivity of proposal |
| 15% | Proposer financial stability |
| 15% | Viability and economic value of business plan |

By submitting a Proposal, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

SECTION V – SPECIAL TERMS AND CONDITIONS: INSURANCE

INSURANCE: The successful Proposer shall obtain, provide and maintain during the term of the contract the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide.

Commercial General Liability. A policy including, but not limited to, comprehensive general liability, including bodily injury, personal injury, property damage, in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The City of Miami Beach must be named as certificate holder and additional insured on policy.

1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.

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

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Proposer or City, and shall name the City of Miami Beach, as an additional insured. No policy can be canceled without thirty (30) days prior written notice to the City.

The successful Proposer shall file and maintain certificates of all insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the course of the contract. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to City.

Evidence of such insurance shall be submitted to and approved by City prior to commencement of any work or tenancy under the proposed contract.

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

FAILURE TO PROCURE INSURANCE: The successful Proposer's failure to procure or maintain required the insurance program shall constitute a material breach of the contract by which City may immediately terminate same.

INSURANCE CHECK LIST

1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. The City must be named as an additional insured on the liability policies; and it **must** be stated on the certificate.
5. Thirty (30) days written cancellation notice required.
6. Best's guide rating B+: VI or better, latest edition.
7. The certificate must state the RFP number and title

PROPOSER AND INSURANCE AGENT STATEMENT:

I understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after Proposal opening. **If I am selected as the successful Proposer, I further understand and agree and acknowledge that failure to procure or maintain the required insurance policy shall constitute a material breach of the contract by which the City may immediately terminate same.**

For Proposer/ Print Name / Title

Signature of Proposer

PROPOSER INFORMATION

Submitted by:

Proposer (Entity):

Signature:

Name (Printed:

Address:

City/State:

Telephone:

Fax:

E-mail:

It is understood and agreed by Proposer that the City reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFP or in the Proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a Proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to and signed by both parties.

For Proposer: (Authorized Signature)

(Date)

(Printed Name)

ACKNOWLEDGEMENT OF ADDENDA

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP: 21-07/08:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No addendum was received in connection with this RFP.

Verified with Procurement staff

Name of staff

Date

Proposer - Name

Date

Signature

DECLARATION

TO: City of Miami Beach
City Hall
1700 Convention Center Drive
Procurement Division
Miami Beach, Florida 33139

Submitted this _____ day of _____, 2008.

The undersigned, as Proposer, declares that the only persons interested in this Proposal are named herein; that no other person has any interest in this responses or in the contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this response is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the Proposer and the City, for the performance of all requirements to which the response pertains.

The Proposer states that the response is based upon the documents identified by the following number: RFP No. **21-07/08**

WITNESS

PROPOSER SIGNATURE

PRINTED NAME

PRINTED NAME

WITNESS

TITLE

PRINTED NAME

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the Entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____).

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

(I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature] _____

Sworn to and subscribed before me this day of _____, 2008

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

QUESTIONNAIRE

Proposer's Name:

Principal Office Address:

Official Representative:

**Individual
Partnership (Circle One)
Corporation**

**If a Corporation, answer this:
When Incorporated:**

In what State:

**If a Foreign Corporation:
Date of Registration with
Florida Secretary of State:**

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Treasurer's Name:

Questionnaire (continued)

Members of Board of Directors:

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

*** Designate general partners in a Limited Partnership**

- 1. **Number of years of relevant experience in operating same or similar business:_____**

- 2. **Have any agreements held by Proposer for a project ever been canceled? Yes () No ()**

 If yes, give details on a separate sheet.

- 3. **Has the Proposer or any principals of the applicant organization failed to qualify as a responsible bidder/proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?**

 If yes, please explain:

4. Has the Proposer or any of its principals declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this RFP and Qualification Form have () have not () been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

- . Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- A. List all pending lawsuits:

- B. List all judgments from lawsuits in the last five (5) years:

- C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this Proposal: (If none, state same.)

8. Public Disclosure. In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer and/or individuals and entities comprising or representing such Proposer and in an attempt to ensure full and complete disclosure regarding this contract, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of Proposals.

The Proposer understands that information contained in this Questionnaire will be relied upon by the City in awarding the RFP, and such information is warranted by the Proposer to be true and accurate. The Proposer agrees to furnish such additional information, prior to acceptance of any Proposal, relating to the qualifications of the Proposer, as may be requested by the City Manager. The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background investigation conducted by the City, through the Miami Beach Police Department. By submitting this Questionnaire the Proposer agrees to cooperate with this investigation, including but not limited to, fingerprinting and providing information for a credit check.

PROPOSER

WITNESS: IF INDIVIDUAL:

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name

WITNESS: IF PARTNERSHIP:

_____ Signature	_____ Print Name of Successful Proposer
_____ Print Name	_____ Address
	By: _____ General Partner
	_____ Print Name

ATTEST: IF CORPORATION:

_____ Secretary	_____ Print Name of Corporation
_____ Print Name	_____ Address
	By: _____ President (Print Name)

(CORPORATE SEAL)



CITY OF MIAMI BEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: _____ Name of Company Contact Person: _____

Phone Number: _____ Fax Number: _____ E-mail: _____

Vendor Number (if known): _____

Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S. : _____ (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? ___Yes___No

Union name(s):

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

☐ Race	___ Yes ___ No	☐ Sex	___ Yes ___ No
☐ Color	___ Yes ___ No	☐ Sexual orientation	___ Yes ___ No
☐ Creed	___ Yes ___ No	☐ Gender identity (transgender status)	___ Yes ___ No
☐ Religion	___ Yes ___ No	☐ Domestic partner status	___ Yes ___ No
☐ National origin	___ Yes ___ No	☐ Marital status	___ Yes ___ No
☐ Ancestry	___ Yes ___ No	☐ Disability	___ Yes ___ No
☐ Age	___ Yes ___ No	☐ AIDS/HIV status	___ Yes ___ No
☐ Height	___ Yes ___ No	☐ Weight	___ Yes ___ No

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

___ Yes ___ No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

_ Yes _ No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees? _ Yes ___ No

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

Question 2. (Continued)

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	☐	☐	☐	☐
Dental	☐	☐	☐	☐
Vision	☐	☐	☐	☐
Retirement (Pension, 401(k), etc.)	☐	☐	☐	☐
Bereavement	☐	☐	☐	☐
Family Leave	☐	☐	☐	☐
Parental Leave	☐	☐	☐	☐
Employee Assistance Program	☐	☐	☐	☐
Relocation & Travel	☐	☐	☐	☐
Company Discount, Facilities & Events	☐	☐	☐	☐
Credit Union	☐	☐	☐	☐
Child Care	☐	☐	☐	☐
Other	☐	☐	☐	☐

Note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable

Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? ☐ Yes ☐ No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
City State

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title



CITY OF MIAMI BEACH REASONABLE MEASURES APPLICATION

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division
ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent for employees to whom equal benefits are not available.

You must submit the following information with this form:

- 1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- 2. The dates on which such benefits providers were contacted;
- 3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- 4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

Definition of Terms

A. REASONABLE MEASURES

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor; and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. CASH EQUIVALENT

“Cash Equivalent” means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees’ Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer’s direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits applies:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the Contractor of the Contractor’s share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- c. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.



**CITY OF MIAMI BEACH
SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM**

Declaration: Nondiscrimination in Contracts and Benefits

This form, and supporting documentation, must be submitted to the Procurement Division by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

A. Open Enrollment

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City begins, provided that the City Contractor submits to the Procurement Division evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

Date nondiscriminatory benefits will be available:

Reason for Delay:

Description of efforts being undertaken to end discrimination in benefits:

B. Administrative Actions and Request for Extension

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Procurement Director, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

If requesting extension beyond three months, please explain basis:

C. Collective Bargaining Agreements (CBA)

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Procurement Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

For a delay to be granted under this provision, **written proof** must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

LIVING WAGE CERTIFICATION

Pursuant to Section 2-408(a)(1) of the Miami Beach City Code, all Service Contractors (as said term is defined in the City's Living Wages Ordinance, as codified in Sections 2-407 through 2-410 of the City Code), entering into a contract with the City of Miami Beach shall pay to all its employees who provide services covered by the Living Wage Ordinance (Covered Services), a living wage of no less than \$8.56 an hour with health benefits, or a living wage of not less than \$9.81 an hour without health benefits.

Additionally, pursuant to Section 2-408(d) of the Miami Beach City Code, any and all contracts for Covered Services shall be void, and no funds may be released, unless prior to entering into any agreement with the City for a Covered Services contract, the employer certifies to the City that it will pay each of its employees no less than the living wage described above. A copy of this certificate must be made available to the public upon request. The certificate, at a minimum must include the following:

- a. the name, address, and phone number of the employer, a local contact person, and the specific project for which the Covered Services is sought;
- b. the amount of the Covered Services contract and the City Department the contract will serve;
- c. a brief description of the project or service provided;
- d. a statement of the wage levels for all employees; and
- e. a commitment to pay all employees a living wage, as defined by Section 2-408 (a) of the Miami Beach City Code.

If I am selected as the successful Proposer, I further understand and agree and acknowledge that failure to comply with the Living Wage Ordinance requirements shall constitute a material breach of the contract by which the City may immediately terminate same.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
City State

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title



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

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4001

To:

Phone:

Fax:

E-mail:

Subject: Performance Evaluation of: _____
Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information pursuant to the submittal of responses to this Request for Proposal (RFP) No. 21-07/08 entitled For Recycling Services in Public Areas and Rights-of-Way in the City of Miami Beach. The information will be used to assist City of Miami Beach in the evaluation of Proposals received in response to the RFP.

The company listed in the subject line has chosen to participate in this RFP. They have listed you as a past client for which they have provided services. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes of your time to complete the accompanying questionnaire.

Please review all items in the following document and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to John Ellis by April 29, 2008 via fax: 786-394-4001; or email Johnellis@miamibeachfl.gov.

Thank you for your time and effort.

Gus Lopez, CPPO
Procurement Director



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

PROCUREMENT DIVISION

Tel: 305-673-7490, Fax: 786-394-4001

PERFORMANCE EVALUATION SURVEY
RFP No. 21-07/08

Company Name: _____

Point of Contact: _____

Phone and email: _____

Please evaluate the performance of the company (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). **Please leave blank if you don't know.**

NO.	CRITERIA	UNIT	
1	Performance of vendor in providing management and operation of services.	(1-10)	
2	Agency and Community benefit of services provided by vendor.	(1-10)	
3	Level of satisfaction with customer service	(1-10)	
4	Overall customer satisfaction and hiring again based on performance (comfort level in hiring vendor again)	(1-10)	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form via fax to 786-394- 4001
Attn. John Ellis, or via e-mail: johnellis@miamibeachfl.gov.