

CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134



REQUEST FOR PROPOSALS
RFP No. 2026-011

Disaster Debris Removal Services

INFOR EVENT No. 166

Submittal Deadline / RFP Opening: April 20, 2026, at 2:00 PM



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

<p>RFP No.: 2026-011</p> <p>RFP Title: Disaster Debris Removal Services</p> <hr/> <p>A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Electronic submittals must be received prior to 2:00 p.m., April 20, via INFOR and will remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.</p> <p>Name: Neivy Garcia Title: Procurement Specialist Telephone: 305-460-5121 Email: ngarcia2@coralgables.com contracts@coralgables.com</p>
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Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.:
Bid Bond/Security Bond (if applicable) <u>5 %</u>	Email:

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

_____ *Authorized Name and Signature*

_____ *Title*

_____ *Date*

CITY OF CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Request for Proposals (RFP) No.: 2026-011

The City of Coral Gables, Florida is seeking proposals for Disaster Debris Removal Services from a qualified and experienced professional firms ("Proposer(s)"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The Request for Proposals (RFP) may be downloaded by visiting INFOR Supplier Services webpage. Prospective Proposers must register with INFOR, free-of-charge, to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: <https://www.coralgables.com/departments/procurement/services/supplier-services>.

Any prospective proposer who has received this solicitation by any means other than through INFOR must register immediately with INFOR to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

SOLICITATIONS RESPONSES MUST BE SUBMITTED ELECTRONICALLY THROUGH INFOR. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.

A user guide for responding electronically to solicitations can be found by visiting the Infor Supplier Services webpage.

A non-mandatory pre-proposal conference will be held on Friday, March 27, 2026, at 10:00 a.m. Attendance shall be via **Zoom video conference: Meeting ID: 857 0875 3378 Passcode: 889369**. Prior to the pre-proposal meeting, the name of the companies and meeting participants that plan to attend should be sent to ngarcia2@coralgables.com. Attendance is encouraged and recommended as a source of information but is not mandatory. Access link to participate: <https://us02web.zoom.us/j/85708753378?pwd=vDPrEFiv5RnxgX9NpjFboY07Jl7z2g.1>

Any request for additional information or clarification must be submitted via INFOR no later than Wednesday, April 8, 2026, 4:00 PM. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

Electronic submittals for RFP No. 2025-021 will be received until 2:00 p.m., on Monday, April 20, 2026, via INFOR.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation. When applicable, program guidance related to FAR 19.202.-1 will apply. Information about program guidance can be found at https://www.acquisition.gov/far/part-19#FAR_19_202_1

Anticipated Schedule of Events:

RFP Advertisement	Friday, March 20, 2026
Non-Mandatory Pre-Proposal Conference	Friday, March 27, 2026, at 10:00am
Deadline for Questions	Wednesday, April 8, 2026, at 4:00 pm
Proposals Submittal Deadline	Monday, April 20, 2026, at 2:00 pm

Award of this solicitation will be made to the highest ranked responsive and responsible Primary, Secondary and Tertiary proposer(s), based on the criteria outlined in this solicitation, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

PRICING MUST BE FIRM FOR ONE-HUNDRED AND TWENTY (120) DAYS.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Chief Procurement Officer

CONE OF SILENCE

Request for Proposals (RFP) No. 2025-021

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2026-011

COMPANY NAME: (Please Print): _____
Phone: _____ Email: _____

A response package numbered by page must be submitted ELECTRONICALLY via INFOR. Please provide the PAGE NUMBER of your solicitation response in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. **PAGE # _____**
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. **PAGE # _____**
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. **PAGE # _____**
- 4) Fill out and submit the Solicitation Submission Check List. **PAGE # _____**
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through R. **PAGE # _____**
- 6) Fill out, E-Verify Affidavit **PAGE # _____**
- 7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. **PAGE # _____**
- 8) Fill out, Lobbyist Registration & Oral Presentation Forms **PAGE # _____**
- 9) A Bid Bond, a certified check, cashier's check, Treasurer's check, or bank draft of any State or National Bank, in accordance with Sections 1.14 - 1.16. AN ORIGINAL COPY OF THE BOND MUST BE RECEIVED PRIOR THE DEADLINE/CLOSING DATE & TIME OF THE SOLICITATION IN ORDER FOR YOUR SUBMITTAL TO BE CONSIDERED RESPONSIVE. The original bond must be delivered DIRECTLY to the Procurement Office located at 2800 SW 72nd Avenue, Miami, FL 33155. The office is open during normal business hours M-F, 8am-5pm (excluding City recognized Holidays). **PAGE # _____**

SUBMITTAL - SECTION II: EXPERIENCE AND PROPOSER'S QUALIFICATIONS

(i) FOR PROPOSER:

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities, and capacity to meet the City's needs. **PAGE # _____**

- 2) Describe the Proposer’s relevant knowledge and experience in providing the services described in the “Scope of Services” to public sector agencies similar in size to the City of Coral Gables, including but not limited to:
- establishing and simultaneously operating a minimum of three (3) full service Temporary Debris Management Sites (TDMS).
 - regulations affecting the removal, processing and disposal of mixed debris
 - filing and receiving federal and state reimbursements for disaster recovery work, including preparing and submitting federal/state project work sheets
 - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris.
 - demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way)
 - assisting governmental entities in providing community relations including the company’s ability to create audio/visual presentations and fact sheets.
 - Providing human support activities such as food, water and sanitation services
- PAGE # _____**

- 3) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant.
- PAGE # _____**

- 4) Bonding Capacity. Proposer shall provide a letter from a Surety firm affirming that Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than twenty million dollars (\$20,000,000.00). The Surety firm shall be rated by an AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.
- PAGE # _____**

(ii) FOR KEY PERSONNEL:

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel. Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Provide an organizational chart of all key personnel that will be used. For each key team member, please describe the experience in providing the services solicited herein.
- PAGE # _____**

- 2) Provide an organizational chart of all key personnel that will be used.
- PAGE # _____**

SUBMITTAL - SECTION III: PROJECT APPROACH AND METHODOLOGY

- 1) Describe in detail your approach to performing the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan and communication with City staff and Consultants. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
- PAGE # _____**

- 2) Describe in detail Proposer’s Mobilization/Operation Plan. The plan must include, but not be limited to the following:
- PAGE # _____**
- a. Proposer’s mobilization/operation procedures following a disaster event.
 - b. Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer’s forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.
 - c. Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled

during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).

- d. Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations
- 3) Describe Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP. Attach sample reports, load tickets and vehicle placards used in the operation of debris removal activity. **PAGE # _____**
- 4) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following: **PAGE # _____**
 - a. Client name
 - b. Current and/or projected workload
 - c. Estimated dollar amount and cubic yards of engagement
 - d. Key personnel assigned
- 5) Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections. **PAGE # _____**
- 6) Description of the Proposer's customer service plan to respond to City complaints. **PAGE # _____**

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Using the required Attachment A - Reference Form, provide a minimum of three (3) references for which Proposer has performed same (or similar) scope of services in the last ten (10) years to include projects exceeding twenty-five million dollars (\$25,000,000.00) per event and at least one (1) of the projects is with a government entity with a population of at least fifty thousand (50,000) residents. *This information must be provided utilizing the City of Coral Gables Reference Form (Attachment E) ONLY. References submitted in any other format will not be accepted. DO NOT include work/services performed for the City of Coral Gables or City employees as reference (City related experience will be outlined in the request below).* **PAGE # _____**

This information must be provided utilizing the City of Coral Gables Reference Form (Attachment E) ONLY. References submitted in any other format will not be accepted.

- 2) List all contracts for which the Proposer as performed (past and present) as a PRIME for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City. Any and all Proposer's performance records (satisfactory and unsatisfactory) will be utilized in the evaluation process regardless of the type of work performed for the city. **PAGE # _____**
- 3) Provide a list with contact information (Name of Agency, contact person, telephone number, email address) of all public sector clients in the last ten (10) years, and include if any, that have discontinued use of Proposer's services within the last two (2) years and indicate the reasons for the same. Additionally, please provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure. The list of projects shall include the name of the project, the value, date(s) of project, etc. The City reserves the right to contact any reference or current customer identified as part of the evaluation process. **PAGE # _____**
- 4) Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's

rights, remedies or duties under a contract for the same (or similar) type services to be provided under this RFP (See Schedule D of Attachment B). **PAGE # _____**

SUBMITTAL – SECTION V: AGREEMENT COMMENTS/EXCEPTIONS

- 1) Please follow the instructions as outlined in Section 1.6 Agreement Execution. The acceptance of or any exceptions taken to the terms and conditions of the City’s Agreement shall be considered a part of a Proposer’s submittal and will be considered by the Evaluation Committee. **PAGE # _____**

SUBMITTAL – SECTION VI: PROPOSAL PRICE PROPOSAL

- 1) Provide pricing in Infor.

-- NOTICE --

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

- 1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
- 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP and ensure you have submitted all of the required information. **DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.**
- 3. **Prepare and submit ONE (1) electronic copy via INFOR.**
- 4. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

SECTION 1 – INTRODUCTION TO REQUEST FOR PROPOSAL

Request for Proposals (RFP) No. 2025-021

1.1. Invitation

Thank you for your interest in this Request for Proposals (“RFP”). The City of Coral Gables (the “City”), through its Procurement Division invites responses (“Proposals” / “Responses”) from Firms (“Proposers”) which offer to provide the services described in Section 2.0 “Scope of Work”.

Throughout this RFP, the terms “must”, “shall”, and “will” denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute a Contract or a Professional Services Agreement (“Agreement” / “Contract”) with the City in substantially the same form as the Agreement included as part of this RFP, if applicable.

The term(s) of the Agreement shall be for an initial period of three (3) years with the option to renew for two (2) additional one (1) year periods at the sole discretion of the City.

The City shall have the right to terminate this contract pursuant to Section 1.13 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Proposer(s). This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

B. CONTRACT EXTENSION

The City reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the contract period and will notify the Professional in writing of the extension.

1.3. Additional Information or Clarification

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of the RFP, the Proposer may request clarification at the pre-proposal conference or by WRITTEN REQUEST to INFOR [Supplier Services webpage](#) prior to the Deadline for Written Questions. Proposer is responsible for downloading and bringing a copy of the RFP for the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through INFOR. Proposers must register via INFOR to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

No person is authorized to give oral interpretations of or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Proposers should not rely on any representations, statements or explanations other than those made in

this RFP or in any written addendum to this RFP.

1.4. Method of Award

Award of this project will be made highest ranked responsive and responsible Primary, Secondary, and Tertiary proposer(s), based on the criteria outlined in this solicitation. The City in its sole discretion will determine if it is in the best interest of the City to move forward with the award.

NOTE: The award of this RFP will be to multiple proposers, a Primary, Secondary, and Tertiary Proposer, in the order of their ranking as determined by their overall scores pursuant to this RFP, may be selected. If the Primary Proposer cannot respond in a timely manner or cannot fulfill its contractual obligations or when the workload warrants, the City reserves the right to request services from the Secondary and/or Tertiary Proposer, accordingly. In the event that the City awards this RFP to multiple proposers, the City will execute a Professional Services Agreement with each Proposer and designate each as Primary, Secondary, and Tertiary.

This is a nonexclusive contract and does not guarantee a minimum number of tasks, hours or work. Further, any estimated quantities are not guaranteed, but estimates only provided to assist the City.

1.5. Award of an Agreement

An Agreement may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to the most responsible, responsive Proposer(s), meeting all specifications, and not necessarily to the highest ranked Proposer(s). Should the award be made to the highest ranked Proposer(s), the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Successful Proposer(s) shall not be permitted rate increases as a result of an artificial low-price Proposal submitted in anticipation of the contract. Non-performance shall result in cancellation of the contract with the Proposer(s). The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.6. Agreement Execution

By submitting a Response, the Proposer(s) agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer(s) may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Proposer(s) to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer(s) first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Proposer(s), or re-advertised, as determined by the City.

1.7. Unauthorized Work

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

1.8. Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to the Submittal Deadline through INFOR**. Modifications will not be allowed after the Response Submittal date.

1.9. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFP. Should it be necessary, the City will issue a written addendum via **INFOR** to the RFP clarifying such conflicts or ambiguities.

1.10. Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s). It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

1.11. Proposer Expenditures

Proposer(s) understands and agrees that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure, or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.12. Financial Stability and Strength

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Proposers **may** be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

1.13. Bid Bond/Bid Security/Bid Deposit

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent (5%) **of the total proposal amount must be submitted as an original hard copy prior to the closing date and time of the solicitation.** The bonding company must appear on the US Treasury List. The Bid Bond of the successful Proposer(s) will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Proposers will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Proposer being "non-responsive" and rejected. The original bid bond must be delivered to the address listed on the Proposer's Acknowledgment Form with the name of the solicitation clearly indicated.**

1.14. Performance and Payment Bond

The Successful Proposer(s) shall post a Performance and Payment Bond from a Corporate Surety after an approved award, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted upon issuance of a Notice to Proceed (NTP) or Purchase Order and shall be a sum equal to one hundred percent (100%) of the contract amount (as indicated on the NTP or PO), plus adjustments thereto, unless otherwise specified. The bond shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Proposer with the City Clerk, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

1.15. Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages [if this is not applicable, remove the entire clause]

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

<u>Bond Amount</u>	<u>Best Rating</u>
500,000 to 1,499,999	A VI
1,500,000 to 2,499,999	A VIII
2,500,000 to 4,999,999	A X
5,000,000 to 9,999,999	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety company is licensed to do business in the State of Florida;
2. Providing evidence that the surety company holds a certificate of authority authorizing it to write surety bonds in this state
3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bid and/or Request for Proposal is issued.
4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

1.16. Contract Termination

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City

shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer(s), terminate the Agreement if the Successful Proposer(s) has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer(s). In the event the Successful Proposer(s) is found to be in default, the Successful Proposer(s) will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

If the contract is terminated prior to the start of work or the conclusion of the project based on the default of the successful Proposer(s), the Proposer(s) will be subject to re-procurement costs associated with the re-award or completion of the project.

1.17. Contract Administrator

The issuing Department shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Proposer(s) will report to the City's authorized representative.

1.18. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by written agreement by the City, will continue until completion at the same prices, terms and conditions.

1.19. General Definitions

Lobbying – means the act of attempting to influence others to create legislation or conduct an activity that will help a particular organization.

May denotes the permissive.

Must denotes the imperative.

Offeror means a “person” or “entity” submitting an offer in response to a solicitation.

Proposal means an executed document submitted by a proposer in response to a request for proposals to be used as a basis for negotiations for entering into a contract.

Proposer means the offeror/respondent/individual/business/owner who is submitting a formal response to a request for proposals, request for letters of interest or request for qualifications.

Request for proposals (RFP) means all documents, whether attached or incorporated by reference, utilized for soliciting proposals under the competitive sealed proposal process. The RFP is used when the scope of work is not adapted to competitive bidding, it is not practical for the city to specifically define the scope of work for the contract requirements, or the city is seeking a solution to achieve the city's stated goals.

Responsible offeror means a person who is deemed to possess the capability, as determined by the city, in all respects to perform fully the contract requirements, and the experience, capacity, facilities, equipment, credit, integrity and reliability, which will assure good faith performance.

Responsive offer means an offer that conforms in all material respects to the requirements set forth in the solicitation document.

SECTION 2 – SCOPE OF SERVICES

Request for Proposals (RFP) No. 2025-021

2.1. Purpose

The City of Coral Gables, Florida (“City”) is soliciting proposals for Disaster Debris Removal Services (“Services”) from qualified and experienced professional firms (“Proposer”), that are properly and legally licensed and readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, environmental regulations, and executive orders; and State / Local law and regulations. The scope of work includes supporting the City’s Emergency Operations by providing for the removal and lawful disposal of large volumes of disaster-generated debris from public properties and public rights-of-way. These services are intended to eliminate immediate threats to life, public health, and safety, and to aid in the City’s economic recovery following a natural or man-made disaster that results in the declaration of a State of Emergency by the City. The total size of the service area is approximately 13 square miles, encompassing the City limits, including any approved debris management sites, and the total mileage of roads within the scope of services is approximately 242 centerline miles.

The City's planning strategy emphasizes the strategic repositioning of plans and resources necessary for timely, coordinated recovery operations, including removal debris from public property and rights-of-way throughout the City using a combination of City and Successful Proposer(s) forces.

In providing the services solicited herein, the Successful Proposer(s) shall comply with the most current applicable FEMA policies, procedures, and directives, including, but not limited to, the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / Version 5 dated January 2025, [PA Program and Policy Guide version 5](#) , as may be amended, updated or replaced from time-to-time. The Proposer(s) shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

The decision to initiate the Successful Proposer(s)’ services will be determined by the City on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris requirement removal. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation.

2.2. Scope

As it may be directed by the City in writing in accordance with the contracted unit prices, Successful Proposer(s) shall provide all expertise, personnel, processes, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely clearing, removal and disposal of all eligible and if specifically tasked in writing, non-eligible, disaster generated debris.

The term "eligible," as used herein, means qualifying for emergency funding and meeting the most current stipulated requirements of the Public Assistance Program, and all applicable State and Federal disaster specific guidance and policies, and the policies of the Federal Highway Administration (hereinafter referred to as FHWA). The availability of Additional Services as described herein is also desired. The Successful Proposer shall be fully responsible for operation in accordance with the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory

agencies and insurance companies. The Successful Proposer shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

The City will direct all actions to secure necessary permissions, waivers and Right of Entry (ROE) Agreements from real property owners and / or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the emergency event.

The term, "Debris", as used herein, includes all forms of emergency-generated debris, such as:

- (a) **Vegetative Debris** includes whole trees, stumps, trunks, branches, limbs, and other leafy material.
- (b) **Construction and Demolition Debris (C&D)** include components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures.
- (c) **Hazardous Waste (HW)** is a waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristics:
 - Ignitability
 - Corrosivity
 - Reactivity
 - Toxicity

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment.

- (d) **Household Hazardous Waste (HHW)** - is a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods.
- (e) **White Goods** - are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. Some States and Tribal Governments also require certified technicians to extract compressor oils before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils.
- (f) **Electronic Waste** - (e-waste) refers to electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods.
- (g) **Vehicle and Vessels** - Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the

damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities.

- (h) **Putrescent Debris** - Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.
- (i) **Soil, Mud, and Sand** - Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.
- (j) **Infectious Waste** - Infectious waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.).
- (k) **Chemical, Biological, Radiological, and Nuclear Contaminated Debris (CBRN)** - is any debris contaminated by chemical, biological, radiological, or nuclear materials.

Unless specifically directed by the City in writing, services under this RFP will be limited to eligible and non-eligible debris removal activities that are determined by the City to be necessary to:

- Eliminate immediate threats to life, public health, and safety.
 - Eliminate immediate threats of significant damage to improved public or private property.
 - Ensure the economic recovery of the affected community for the benefit of the community at large; or
 - Mitigates risk to life and property by removing Substantially Damaged structures and associated structures and appurtenances as needed to convert property acquired using Hazard Mitigation Grant Program funds to uses compatible with open space, recreation, or wetlands management practices.
- (l) **Hazardous Waste Handling** – Hazardous limb and tree removal, stump grinding and removal; marine salvage operations, waterway debris cleaning; sand and/or mud removal from roads, streets and right-of-way; assistance with Federal and State reporting and reimbursement efforts.

Services will only be performed when requested by the City in writing through an approved Notice to Proceed or Purchase Order issued by the City. Successful Proposer(s) shall generally only perform its services within the legal boundaries of the City. All services shall be in accordance with the prices specified in the contract.

The City reserves the right to approve all subcontractors hired by the Successful Proposer(s) and/or to require the Successful Proposer(s) to dismiss a subcontractor for cause, upon request.

2.2.1 Initial Deployment

Within 24 hours of the State's Declaration of a State of Emergency, and/or City's notification to Successful Proposer(s), the Successful Proposer(s)' Project Manager shall report to the City's Emergency Operations Center (EOC), or such other place as designated by the City. At the

direction of the City in writing the Successful Proposer(s) will mobilize, such equipment and equipment operators as deemed necessary for use in the City's Rescue and Reconnaissance operation. Said operators will be paid for time at the City's Rescue Reconnaissance operation center prior to and during the storm. Front loaders with grapples will be paid for four (4) hours to mobilize and stage at the City's facility prior to and during the storm. Said equipment and operators shall remain in the City's Rescue Reconnaissance operation center prior to and during the storm and be ready for deployment at the direction of City personnel immediately following the passing of the debris causing event (primarily, but not exclusively, Hurricanes). This operation will begin the Emergency Push/Road Clearance activities (described below) in support of the Rescue Reconnaissance activities citywide and will be assigned to only one Successful Proposer(s). During this period, at the direction of the City in writing, the Emergency Push/Road Clearance activities may be further authorized after initial Rescue Reconnaissance activities begin. The rescue Reconnaissance operation will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material contracted rates shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the initial deployment operations.

2.2.2 Response Time and Mobilization

The Successful Proposer(s) shall comply with the following requirements:

2.2.2.1. The City has the sole discretion to determine whether an event is predicted or unpredicted. The selected Successful Proposer(s) shall respond to predicted events and unpredicted events as follows:

- a) A "Predicted Event" shall mean a debris generating event that can be anticipated at least 24 hours before it affects the City, for example a tropical weather system. The selected Successful Proposer(s) when requested by the City, shall report to the location designated by the City at a minimum of 24 hours prior to a predicted emergency event.
- b) An "Unpredicted Event" shall mean a debris generating event that cannot be anticipated at least 24 hours before it affects the City, for example a tornado. Emergencies other than predicted, the selected Successful Proposer(s) shall report within six (6) hours of notification to the location specified by the City's authorized representative. The selected Successful Proposer(s) shall mobilize staff of sufficient size to adequately administer and monitor debris operations, as indicated herein.

2.2.2.2. Upon receipt of the Notice to Proceed from the City, the Successful Proposer(s) shall initiate mobilization efforts immediately and ensure full operational capability within forty-eight (48) hours. If emergency road clearance is needed, the Successful Proposer(s) shall deploy crews to commence road clearance activities within twenty-four (24) hours of notification (refer to Section 2.4.2). During the initial push, the Successful Proposer(s) shall augment each team with two (2) linemen to facilitate the safe clearance of power lines. The Successful Proposer(s) shall ensure the availability of additional heavy equipment, including grapple trucks, grinders, and self-loaders, on-site during the first push to support efficient operations. The City may issue the Mobilization Notice to the Successful Proposer(s) via email, telephone, or any other practical method under the prevailing circumstances.

2.2.3 Hot Spot Crew

During first push operations with City's Rescue Reconnaissance, the Successful Proposer(s) shall have at least one hot spot crew. The crew shall consist of two (2) linemen who possess a valid Journeyman Lineman License/Certificate to clear powerlines, one self-loader plus the minimum crew specified in the scope of services. The hot spot crew shall respond to urgent requests from the City and shall begin operation within 24 hours after Notice to Proceed. The City may require additional hot spot crew(s) for each collection zone or region of the City.

2.2.4 Equipment

All equipment used in the performance of this contract shall be in good operating condition and in compliance with all applicable federal, state, and local laws, ordinance, regulations and standards. All equipment including, but not limited to grinding equipment, generators, self-loader, front-end loader, skid steers with grapple attachments, light towers etc., shall be equipped with properly functioning accurate hour meter. Prior to the start of work, all vehicles used by Successful Proposer(s) for the debris collection must be measured for capacity, properly documented for FEMA/ FHWA purposes and appropriately marked by the City. Vehicles may be remeasured at any time at the discretion of the City (refer to Section 2.6.3).

2.2.5 Emergency Push/Road Clearance

At the direction of the City in writing, the Emergency Push/Road Clearance activities may be authorized and assigned after initial Rescue Reconnaissance activities begin. Contractor(s) shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by the City. The emergency push will normally be completed within a reasonable time, which will be determined at the time of disaster, following the activation of this contract, unless notified otherwise by the City. Contracted time and material rates shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the emergency push operations.

2.2.6 Crew Requirements

The Successful Proposer(s)'s debris removal crews shall consist of the following minimum resources: One self-loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment. One saw man and two laborers with all pertinent equipment and two flagmen for traffic control.

2.2.7 Debris Removal/Demolition of Structures

2.2.7.1 In anticipation of a likely debris generating event, or upon assessment of the magnitude of the debris generated and the type of infrastructure damage caused by the disaster event, the City will formulate written directions for the Successful Proposer(s) in the form of one or more Notice to Proceed or Purchase Order. Work will be authorized to be performed in accordance with the contracted unit costs which generally consist of either the separated components of the entire debris removal process or various groupings of these tasks.

2.2.7.2 Debris removal will generally only be authorized if it is eligible for reimbursement by FEMA or FHWA; however, the City reserves the right to task the Successful Proposer(s) with performing non eligible work; the cost of which will be born separately by the City. All eligible work will be performed consistent with Federal requirements applicable to the

disaster event. Separate records shall be kept for removal of eligible and non-eligible debris, and these operations will generally be kept separate.

- 2.2.7.3 The Successful Proposer(s) will ensure compliance with instructions from the City regarding the collection, hauling and disposal of HW and HHW, Infectious Waste, CBRN Waste and/or other categories of debris. Separate records shall be kept for removal of these materials from FEMA and FHWA roadways.
- 2.2.7.4 Upon request, the Successful Proposer(s) must provide a minimum of three (3) tub grinders for solid waste reduction during storms. Minimum equipment specifications: 525-950HP Cat, Cummins, Detroit, Electric Power, Hydraulic Clutch Drive, 31"X54" Hammermill, 2" diameter hammer rod, auxiliary service hydraulics, air compressor.
- 2.2.7.5 Successful Proposer(s) will ensure HW and HHW, Infectious Waste and CBRN Waste screening and disconnection of utilities as appropriate. For Construction and Demolition Debris (C&D), all applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.
- 2.2.7.6 White Goods containing refrigerants will be hauled to a City approved staging area where certified technicians will remove the refrigerants. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
- 2.2.7.7 Successful Proposer(s) will at all times exercise due diligence in removing debris and performing other work, so as not to damage existing infrastructure.
- 2.2.7.8 As directed by the City in writing, for the unit price quoted, Successful Proposer(s) shall load and haul any and all types of debris to one or more approved and certified Debris Management Sites (DMS) or other disposal destination designated by the City which may or may not be the final disposal site provided by the Successful Proposer(s).

Typical Debris removal situations are as follows:

2.2.7.8.a Debris Removal from Public Right-of-Way (ROW)

- Work is generally eligible for reimbursement.

2.2.7.8.b Debris Removal from Improved and Unimproved Public Property

- Removal from Improved Public Property is generally eligible for reimbursement. Removal from Un-improved Public Property is generally not eligible for reimbursement.

2.2.7.8.c Debris Removal from Real Property

- Much of this work will be eligible once the City procures Right of Entry Agreements (ROE) from property owners.

2.2.7.8.d Demolition of Structures on Public and Private Property

- Work may be eligible for reimbursement. Right of Entry Agreements (ROE) are required for work on Private Property. As directed by the City in writing,

Successful Proposer(s) shall demolish unsafe structures located on public and private property in accordance with contracted unit costs. The debris created by demolition activities shall be removed at the unit cost for construction and demolition debris.

2.2.8 Debris Separation/Reduction/Recycling and Management of Debris Management Sites (DMS):

2.2.8.1 The City shall provide the Successful Proposer(s) with Debris Management Sites (DMS) that would be used for materials handling, reduction, storage, recycling, equipment maintenance, etc., if it is disadvantageous to transport debris directly to the final disposal location. The City may task the Successful Proposer(s) with locating additional sites to be used as (DMS).

The Successful Proposer(s) will be responsible for returning any utilized (DMS) to its original condition, abiding by all State and Federal environmental regulatory requirements.

Pre-Authorized DMS Locations:

The following sites have been pre-authorized by the City of Coral Gables for potential use as DMS:

- Country Club Prado Debris Staging Area – Coral Way (SW 24 Street) and Country Club Prado, Coral Gables, FL
- Western Parking Lot – City of Coral Gables – 2800 SW 72 Avenue, Miami, FL 33155

The City may designate additional DMS locations as necessary based on operational needs.

2.2.8.2 If a (DMS) is activated, the Successful Proposer(s) shall operate and manage it to accept and process all event debris. All actions will be implemented by the Successful Proposer(s) only with the prior approval of the City. Actions by the Successful Proposer(s) will include, but are not limited to, the following:

- (a) Ensure that only debris authorized by the City's Contract Administrator will be allowed into the (DMS).
- (b) Provide to the City a video record of the pre- and post-use site conditions.
- (c) As directed by the City, conduct an onsite Phase 1 Environmental Audit.
- (d) Prepare a plan of proposed site layout and review with the City prior to its implementation.
- (e) Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.
- (f) Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the (DMS).
- (g) Build and/or maintain roads as necessary for (DMS) operation

- (h) Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the (DMS).
- (i) Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- (j) Confine hours of operation of the (DMS) to those determined by the City.
- (k) Stage and process all debris in accordance with instructions from the City.
- (l) Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- (m) Prior to reduction and to the extent practical, segregate debris between vegetative debris, construction and demolition debris, white goods and hazardous waste. Recycle materials where applicable.
- (n) Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the (DMS).
- (o) Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the (DMS).
- (p) Upon the closure of the (DMS), restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- (q) As directed by the City, sod, hydro-seed or sprig the property or repair asphalt surfaces once all other site closure issues have been addressed.
- (r) As directed by the City conduct post use soil and water test.

2.2.9 Removal of Hazardous Trees and Hanging Limbs

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to:

- (a) Remove hanging tree limbs (2) two inches or greater in diameter existing in the City.
- (b) Remove hazardous trees existing in the City inclusive of the stump if the root balls are more than 50% exposed and place the debris in a suitable place for collection.
- (c) Flush cut hazardous trees existing in the City if the root balls are less than 50% exposed and place the debris in a suitable place for collection.
- (d) Load and remove all debris generated from the removal of all hazardous trees and hanging limbs as if it were normal vegetative debris in accordance with Sections 2.2.7 and 2.2.8.
- (e) For trees zero (0) to twelve (12) inches in diameter, no tree removal cost is applicable, and shall be treated as normal vegetative debris per cubic yard.

All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Successful Proposer(s), in writing, by the City.

2.2.10 Removal of Hazardous Stumps

As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage hazardous uprooted stumps as follows:

2.2.10.1 Successful Proposer(s) will be compensated for the process of extracting and transporting, to the (DMS) or final disposal site, hazardous stumps that are (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree (large stumps) (This unit cost does not apply to previously extracted stumps placed out for collection, which will be compensated for as normal vegetative debris.) For contractor extracted stumps, Successful Proposer(s) will be further compensated for the management process through final disposal in accordance with the unit costs per cubic yard of normal vegetative debris. The cubic yardage of each stump will be determined using Exhibit A FEMA Stump Conversion Table, where appropriate, the City or its representative will measure and further certify the FEMA disaster assistance eligibility of all stumps before removal. Successful Proposer(s) is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Successful Proposer(s) shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.

2.2.10.2 Regardless of the need for extraction, the Successful Proposer(s) will be compensated at the unit cost per cubic yard of normal vegetative debris, for the transport to the (DMS) or final disposal site, all hazardous stumps that measure less than (24) twenty-four inches in diameter measured (24) twenty-four inches from the base of the tree (small stumps). If the stumps are transported separate from other normal vegetative debris, the cubic yardage of each stump will be determined using Exhibit A: FEMA Stump Conversion Table. It is assumed that most small stumps will be comingled with normal vegetative debris. Successful Proposer(s) is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Successful Proposer(s) shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. The hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.

(a) Non-Eligible Stumps

- Cost per inch of stump diameter includes stump removal to 24" below grade and surface roots.

(b) Bracing / Standing Up of Trees:

- Cost per tree to straighten and brace with 2' x 3' or 2' x 4' lumber.
 - 5" diameter at breast height (DBH) or less uprooted over 50%
 - 5" diameter at breast height (DBH) or less only leaning and/or uprooted less than 50%

(c) Cost per diameter at breast height (DBH)

- Trees and palms greater than 5" DBH

2.2.11 Hazardous Waste Removal, Transport, and Disposal

2.2.11.1 As directed by the City in writing, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste. The removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

2.2.11.2 The Successful Proposer(s) will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Successful Proposer(s) will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Successful Proposer(s) personnel in the safe and proper handling and disposal of the material. The Contractor will be reimbursed at a fixed rate for this service.

2.2.12 Debris Removal from Canals

The Successful Proposer(s) will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition (C&D) debris affecting the canals. Debris will be placed such as to be managed as normal vegetative and/or construction and demolition (C&D) debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.2.13 Designation and Management of Staging Areas

Successful Proposer(s) shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Successful Proposer(s) shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Successful Proposer(s) and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Successful Proposer(s), who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

2.2.14 Disaster Recovery Technical Assistance

At no cost to the City, the Successful Proposer(s) will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

2.3 Performance of Services

Successful Proposer(s) agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the

intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

2.3.1 Cost of Services

Successful Proposer(s) shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Successful Proposer(s) shall be compensated at the contracted prices.

In addition, all costs related to labor, materials and equipment shall be fair, reasonable, and where applicable, consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, [Schedule of Equipment Rates | FEMA.gov](#) .

2.4 **Standards of Performance**

2.4.1 Successful Proposer(s) Representative and General Operations Plan

Successful Proposer(s) shall identify a representative who shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement, the Contractor's General Operations Plan and the City's Work Authorization. A specific Operations Plan may be required of the Contractor for each disaster.

2.4.2 Mobilization

Unless otherwise required herein; when a Notice to Proceed or Purchase Order in advance of an event has been received by Successful Proposer(s), they will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the Successful Proposer(s) to mobilize resources on the schedule required by the City.

2.5 **General Responsibilities of the Successful Proposer(s)**

2.5.1 Successful Proposer(s)' Conduct of Work

Successful Proposer(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Successful Proposer(s) personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

2.5.2 Supervision by Successful Proposer(s)

Successful Proposer(s) will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Successful Proposer(s) is solely responsible for all means, methods, techniques, safety and other procedures. Successful Proposer(s) will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Successful Proposer(s). All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Successful Proposer(s).

2.5.3 Self-sufficiency of Successful Proposer(s) and Subcontractors

The Successful Proposer(s) shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related

accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

2.5.4 Damages by Successful Proposer(s)

Successful Proposer(s) shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Successful Proposer(s) shall also be responsible for any damages due to the negligence of its employees and subcontractors. Successful Proposer(s) must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Successful Proposer(s), the City may either bill Successful Proposer(s) for the damages, withhold funds due to Successful Proposer(s), or the contractor may also repair all damage to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City.

2.5.5 Successful Proposer(s)' Duty Regarding Other Contractor(s)

Successful Proposer(s) acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

2.5.6 Successful Proposer(s)' Ownership of Debris:

All debris once collected by the contractor shall become the property of the Successful Proposer(s) or by written notification to the Successful Proposer(s) the City may exercise ownership of debris for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

2.5.7 Successful Proposer(s)' Disposal of Debris:

The Successful Proposer(s) is responsible for locating and making available for use, a final disposal site or sites for all types of debris. In the event that the Successful Proposer(s) is tasked with disposal of debris, these sites shall be used by the Successful Proposer(s) unless alternate sites are approved by the City in writing. The contractor may be tasked with hauling debris to a facility designated by the City, in which case the Successful Proposer(s) will be compensated for the tipping fee as a direct pass through of costs. The City may at its option and as may be permitted by the disposal facility, make arrangements to pay the disposal facility directly for the tipping fee.

In accordance with all applicable law and regulations, the Successful Proposer(s) shall be responsible for determining and executing the method and manner for processing debris at the (DMS) if used.

2.5.8 Successful Proposer(s) must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures.

2.5.9 Successful Propose will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

2.6 General Requirements

2.6.1 Multiple and Scheduled Passes

Successful Proposer(s) shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Successful Proposer(s) will document the completion of all passes based on direction from the City and will provide this documentation to the City at the frequency requested by the City. Partial removal of debris piles is strictly prohibited. The Successful Proposer(s) shall not move from one designated work area to another designated work area without prior approval from the City or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Successful Proposer(s) shall not enter onto private property during the performance of this contract unless specifically authorized by the City, in writing.

2.6.2 Clean as you go Policy

The Successful Proposer(s) shall provide a “clean as you go” policy and supervise and enforce such policy during debris removal operations. Clean as you go policy means clearing all debris from each street or work zone on the first pass, whenever possible. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.

2.6.3 Operation of Equipment

Successful Proposer(s) shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW. Since the City’s system of grass swales function as drainage infrastructure, the contractor and/or subcontractors shall use grapple devices to collect and load debris. In order to minimize damage to the City’s drainage infrastructure, loading with buckets without grapples should be done as a last resort and only with City approval. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Successful Proposer(s) will ensure that a ROE Agreement has been obtained prior to property entry. The utmost care shall be given to the protection of trees and built infrastructure that remains in the disaster area such that no additional damage is caused by the Successful Proposer(s)’ activities.

2.6.4 Security of Debris During Hauling

Successful Proposer(s) shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Successful Proposer(s) shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Successful Proposer(s) will survey the primary routes used by Successful Proposer(s) for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

2.6.5 Traffic Control

Successful Proposer(s) shall mitigate impact on local traffic conditions to the greatest extent possible. Successful Proposer(s) is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation's Manual of Uniform Traffic Control Devices (MUTCD). Successful Proposer(s) shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

2.6.6 Workdays/ Hours

Workdays and/or work hours shall be as directed by the City following consultation and notification to Successful Proposer(s). Working hours on holidays shall be at the discretion of the City.

2.6.7 Work Safety

Successful Proposer(s) shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Successful Proposer(s) will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Successful Proposer(s) shall ensure that its subcontracts contain an equivalent safety provision. Monitoring towers shall be properly constructed for safety. Additionally, Proposer(s) shall acknowledge and certify that it is in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as set forth in Schedule "L" of the Proposal.

2.6.8 Inspection of Successful Proposer(s) Operations

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

2.6.9 Corrective Actions Required of Successful Proposer(s)

When instructed by the City's representative, the Successful Proposer(s) will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. Notify City within 24 hours.

2.6.10 Ineligible Work:

Unless otherwise advised in writing by the City, the Successful Proposer(s) will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

2.6.11 Eligibility Inspections:

City's monitors shall inspect each load of debris, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

2.6.12 Eligibility Determinations:

If the Successful Proposer(s) has been tasked in writing with the removal of only eligible debris, and subsequently any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Successful Proposer(s) will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris. This does not preclude payment for non-eligible debris that is collected at the written direction of the City in a Work Authorization.

2.7 Reports, Certifications and Documentation

2.7.1 Reports

Successful Proposer(s) shall submit periodic, written reports in a format required by the City (including the use of Florida Recovery Obligation Calculation (F-ROC) to standardize, streamline, and simplify the Public Assistance process for FEMA-funded disaster recovery efforts in Florida) documenting the progress of debris removal and disposal, and all tree related activities such as, but not limited to: trimming of hanging branches and limbs, removal of damaged and/or leaning trees, and stump removal. These reports may include, but are not limited to:

2.7.1.a Daily Reports

Daily reports may detail the locations where passes for debris removal and tree trimming were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris removal operations and tree related activities, and the number of grinders, chippers and mulching machines in operation. Successful Proposer(s) will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Successful Proposer(s)' operations within 24 hours.

2.7.1.b Weekly Summaries

A summary of all information contained in the daily reports as described in Section 2.7.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access or proprietary computer program as may be approved by the City. On line access to the data is preferred. The submitted electronic weekly data will include: Collection Successful Proposer(s), load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, (DMS) location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

2.7.2 Report Delivery:

The delivery schedule, point of delivery and the receiving personnel for the debris operations report will be directed by the City, in consultation with Successful Proposer(s).

2.7.3 Data Reconciliation

Reconciliation of data will be accomplished weekly between the Successful Proposer(s) and the City's representative. All discrepancies will be resolved within 5 days.

2.7.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, Successful Proposer(s) shall prepare and submit a detailed description of all debris removal activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Successful Proposer(s), plus the total cost of the project invoiced to the City. The Successful Proposer(s) shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors and material and service suppliers to the Successful Proposer(s) have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris removal operations for the City and/or government. Final project reconciliation must be approved by the City.

2.7.5 Certifications

The Successful Proposer(s) will adhere to the process for certification of personnel and vehicles established by the City, to include the following:

2.7.5.a Certification of Vehicles and Load Capacity

Successful Proposer(s) shall ensure that all equipment is certified in accordance with most current Federal and City procedures. After a disaster, the City, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Successful Proposer(s).

All Successful Proposer(s) and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms provided by the contractor with calculated capacity in cubic yards, license number, truck identification number assigned by the Successful Proposer(s) and a short physical description of the truck noted. The Successful Proposer(s) shall provide two placards for each truck, which shall be affixed on opposite sides of the truck body. The placards shall clearly display the contracting jurisdiction, the Successful Proposer(s), local government agency, and subcontractor name (if applicable), the vehicle number, the certified volume of the truck, and the date of certification. The placards will be consistent with the Standardized Debris Truck Placard (See Section 12). In the event that waste is disposed of at a facility at a per ton rate, the tare weight of the hauling vehicle shall be recorded on the certification forms.

The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records. Trucks may be periodically recertified by the City.

2.7.5.b Certification of Personnel

The Successful Proposer(s) will certify to the City that all Successful Proposer(s) and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris removal operations. Upon request of the City, the Successful Proposer(s) will provide documentation certifying the adequacy of the training, experience and capabilities of all Successful Proposer(s) and subcontractor personnel, to include but not be limited to the following:

- 1. Senior management personnel of the Successful Proposer(s) assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the City.
- 2. Senior supervisory personnel of the Successful Proposer(s) and all subcontractors thereto will have received training in debris management associated with the following:
 - NIMS certification
 - FEMA Region IV
 - FEMA National Advisory Council
 - FEMA National Training Programs (NTP)
 - FEMA Center for Domestic Preparedness (CDP)
 - FEMA Emergency Management Institute (EMI)
 - Florida Division of Emergency Management (FDEM)
 - Florida State Emergency Response Team (SERT)
 - Florida Governor's Hurricane Conference
- 3. Personnel assigned by the Successful Proposer(s) as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City as may be required.
- 4. Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- 5. Upon their deployment for field operations, all Successful Proposer(s) and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris removal process, including safety procedures, load ticket management procedures, and accident reporting procedures
- 6. The Proposer can demonstrate that its Key Personnel and/or designated staff are qualified and experienced in the identification, handling, segregation, and disposal of hazardous materials and household hazardous waste (HHW) in accordance with all applicable federal, state, and local regulations.

2.7.6 Utilization of a Standardized "Load Ticket"

The Successful Proposer(s) and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the (DMS) and/or final disposal location, as indicated. The "load ticket" utilized shall provide opportunity for recording the following

information: Preprinted ticket number, Contract number, Prime contractor's name or designated number, Date, Truck number, Truck driver's name, type of material (Vegetation, Construction & Demolition, White Goods, Household Hazardous Waste or Other), Load Location (GPS or address preferred), Loading date/time (departure from collection location), Loading Site Monitor name/signature, Truck capacity in cubic yards or tons, Load Size, either cubic yards (percent of actual) or tons, Unloading location, Unloading date/time (arrival at disposal site), Unloading site monitor name/signature.

2.7.7 Additional Supporting Documentation

Successful Proposer(s) shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Successful Proposer(s) as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

2.7.8 Report Maintenance

Successful Proposer(s) will be subject to audit by federal, state and local agencies pursuant to this Agreement. Successful Proposer(s) will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

2.8 Additional Services

The Successful Proposer(s) shall be prepared to provide the following additional services.

2.8.1 Abandoned Vehicles

The Successful Proposer(s) will remove motor vehicles, to include trailers and RV's, damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Successful Proposer(s) in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Successful Proposer(s) will also ensure the proper final disposal of the removed vehicle. The Successful Proposer(s) will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

2.8.2 Boats

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Successful Proposer(s), processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Successful Proposer(s) to remove and dispose of the vessel. The Successful Proposer(s) is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. Boat debris shall be placed as C&D debris in accordance with the Component or Consolidated services process specified by the City in writing. The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.8.3 Fire Suppression Support

In the event of water system failure in the City, the Successful Proposer(s) will provide filled water trucks of a minimum capacity of 1500 gallons and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Successful Proposer(s) regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.8.4 Emergency Potable Water

The Successful Proposer(s) will provide the City with whole pallets of individually bottled drinking water. The City will instruct the Successful Proposer(s) to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.8.5 Emergency Delivery of Ice

The Successful Proposer(s) will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Successful Proposer(s) to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.8.6 Temporary Bathrooms, Showers, Kitchens and Feeding Locations

The Successful Proposer(s) will provide the City with “comfort stations,” e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Successful Proposer(s). The Successful Proposer(s) will be reimbursed at a fixed rate for this service for units capable of serving 50 or 100 people.

2.8.7 Temporary Satellite Communications

The Successful Proposer(s) will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented/leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.8.8 Emergency Power Generation

The Successful Proposer(s) will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units which will be leased to the City. The Successful Proposer(s) will deliver the units to the facilities or locations designated by the City and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Successful Proposer(s) will also ensure the unit is fueled,

tested, and demonstrated to be operational prior to departure from the location. The Successful Proposer(s) will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Successful Proposer(s) will be reimbursed a fixed rate for this service.

2.8.9 Pumping and Water Relocation/ Removal for Flood Control

The Successful Proposer(s) will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. The minimum required capacity of the services to be provided to any such location, upon instruction of the City, will be (110 gallons/minute with a 4" connection). Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Successful Proposer(s) must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.8.10 Sewer, Culvert and Catch Basin Cleaning

The Successful Proposer(s) will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, and catch basins. The City will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

2.8.11 Decontamination of Buildings and Facilities

The Successful Proposer(s) will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Successful Proposer(s) is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Successful Proposer(s) must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.8.12 Mold Remediation

The Successful Proposer(s) will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Successful Proposer(s) will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Successful Proposer(s)' mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Successful Proposer(s). The Successful Proposer(s) will be reimbursed at a fixed rate for this service.

2.8.13 Modular Units for Continuity of Operations

The Successful Proposer(s) shall provide modular units/office trailers for continuity of operations. Units shall have central or wall mounted HVAC, lighting, electrical outlets, and vinyl flooring. Units

must include office furniture, sufficient to accommodate laptop or desktop computers and monitors. Units must be ADA compliant.

2.9 Federal Funding

The Bidder may be tasked with providing the Services solicited herein for which the City will receive Federal financial assistance awarded by the Federal Emergency Management Agency (“FEMA”). In such event, Bidder shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / April 2018 as may be amended, updates or replaced from time-to-time. The Bidder shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations. The City reserves the right to contract the Bidder for additional emergency services, as needed, throughout the term of the contract.

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SECTION 3 – MINIMUM QUALIFICATION REQUIREMENTS

Request for Proposals (RFP) No. 2025-021

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

Minimum Qualifications:

(A) PROPOSERS SHALL:

Using Attachment A – Reference Form, Demonstrate Items 1 thru 4 Below:

- (1) Be regularly engaged in the business of providing goods and/or services similar in scope and size as described in the "**Scope of Services**" for a minimum of ten (10) years. Bidder's ability to demonstrate the minimum of ten (10) years shall be verified through bidder's references provided.

AND

- (2) Provide a **minimum** of three (3) same (or similar) engagements satisfactorily performed in the last ten (10) years to include projects exceeding twenty-five million dollars (\$25,000,000.00) per event and at least one (1) of the projects is with a government entity with a population of at least fifty thousand (50,000) residents **All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above.**

*At least one (1) of the references' start date **must** cover the ten (10) year period from the issuance date of this solicitation.*

*NOTE: References **MUST** respond with information to document that these requirements are fulfilled. It is solely the proposer's responsibility to list client references that will respond to the verification process and to follow to ensure the documentation is provided in a timely manner.*

- (3) Hold and provide an active license as a Certified General Contractor (preferably with the State of Florida) OR have a member of your team who is with a Certified General Contractor. A copy of the license must be provided with the proposal response.

(B) KEY PERSONNEL:

- (1) Project Manager: The Project Manager must have a minimum of five (5) years of documented experience in disaster debris removal. The Project Manager must also be a permanent staff employee of the Proposer. A resume must be submitted with proposal.
- (2) Operations Manager: The Operations Manager must have a minimum of two (2) years of documented experience in disaster debris removal. A resume must be submitted with proposal.
- (3) Debris Site Supervisor: The Debris Sites Supervisor must have a minimum of two (2) years of documented experience in disaster debris site or construction site management. A resume must be submitted with proposal.

General Qualifications:

The following represent the general qualification(s) required by the successful Proposer prior to final award or contract execution:

(A) PROPOSERS WILL:

- (1) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation. **Submittals:** Current Florida Department of State, Division of Corporation certificate or equivalent document.

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SECTION 4 – GENERAL CONDITIONS

Request for Proposals (RFP) No. 2025-021

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein; but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer(s). Additionally, the issuance of this solicitation in no way obligates the City of Coral Gables to proceed with an award of a contract for the services outlined.

4.2 Legal Requirements

The Proposer(s) shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer(s) shall in no way be cause for relief from responsibility.

4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Professional, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer(s) to supply the license to the City during the evaluation period, but prior to award.

4.5 Use of Polystyrene Prohibited

Professional, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city Professional, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Professional, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.6 Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use plastic stirrers within the city or in completing its duties to the city under this contract. Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw include compostable and biodegradable petroleum or biologically based polymer straws but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks) but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials. Professional, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.7 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a proposer(s), supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.8 Resolution of Protests

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>. Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

4.9 Determination of Responsiveness

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

4.10 Evaluation of Responses

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Proposer fails to acknowledge receipt of addenda;
- 2) Proposer misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and/or re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination from Consideration

- 1) A contract shall not be awarded to any person or firm that is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Proposer shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm that has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm that has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Proposer's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) The City may consider the Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) The City may consider whether or not the Proposer(s) has previously defaulted in the performance of a public service contract or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) The City may consider any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Proposer's capability to perform the work.

4.11 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred, and the City reserves the right to reject any and all Responses where collusion may have occurred.

4.12 Sub-Contractor

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor / Sub-Consultant shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant proposed

prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub-Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub-Consultant from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer(s).

A. Contracting with Small and Minority Businesses

Prime Contractors are encouraged to subcontract with small business entities when practicable. Guidance for action is outlined in Prime Contractors are encouraged to subcontract with small business entities when practicable. Guidance for action is outlined in [https://www.acquisition.gov/far/part-19#FAR 19 202 1](https://www.acquisition.gov/far/part-19#FAR_19_202_1)

The Client must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

4.13 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.14 Florida Public Records Law

Bids or proposals received by an agency pursuant to invitations for bids, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute and made available for public inspection at the appropriate time. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.15 Trade Secret, Proprietary or Confidential Information

The Proposer(s) shall not submit any information in response to this Solicitation which the Proposer(s) considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer(s). In the event the Proposer(s) submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Proposer(s) in writing in an effort to obtain the Proposer(s)' written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer(s) as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Proposer(s) a competitive advantage over other Proposers. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

4.16 Purchasing Agreements with Other Government Agencies

At the option of the awarded Proposer(s), the submission of any solicitation response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

4.17 Protection of Property / Safety Concerns

The Successful Proposer(s) shall at all-time take precautions to avoid any damage or loss property of the City and shall replace and repair to the City's satisfaction any loss or damage at Proposer(s)' expense. Proposer(s) shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer(s) responsible for same.

4.18 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer(s), upon request by the City, shall supply additional documentation. Proposer(s) may be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.19 Auditing of Records

The successful Proposer(s)' book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

4.20 Single Proposal

Only one (1) response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

4.21 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer(s) meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

4.22 Background Screenings

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

External Contracts – Professional's employees working on the outside (i.e., landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

Internal Contracts – Professional's employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e., Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening and submit the results to Human Resources (HR).

4.23 Employee Eligibility Verification. Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide as part of their response the E-Verify affidavit to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: <https://www.e-verify.gov/>

4.24 Lobbyist Registration Form. The Bidder certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 that requires any individual, corporation, partnership, or other legal entity employed or retained whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any City Commissioner; (b) any action, decision, recommendation of the City Manager, any city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeably will be heard or reviewed by the City Commission, or a city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council.

SUPPLEMENTARY CONDITIONS

4.25 Price Adjustments. Prices shall remain fixed and firm for the initial three (3) year term of the agreement. Prior to each renewal term of the resulting agreement, prices may be adjusted. However, price adjustments must be authorized by the City. The Successful Proposer(s) is responsible for requesting any price adjustment and submitting documentation requesting said adjustment to the Finance Department, Procurement Division. The basis for the price adjustment shall be clearly documented and explained by the Successful Proposer(s). It shall be further understood that the City reserves the right to negotiate and/or reject any price adjustments. Any allowable price adjustments shall not exceed 5% (increase or decrease).

4.26 Compliance with Federal Regulations Due To Use of Federal Funding

Funding for the services solicited herein may be subject to Federal financial assistance awarded by the Federal Emergency Management Agency ("FEMA"). Therefore, the Successful Bidder must adhere to the latest applicable FEMA policies, procedures, and directives, as may be amended, updated or replaced from time-to-time. The Successful Bidder shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

A. Davis Bacon Act

Since services provided under this IFB may be in conjunction with federal funding, the wage rate paid to all classifications of employees of the Successful Bidder hired under this contract shall not be less than the current prevailing wage rates at time of service for similar classification of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract. The Successful Bidder shall comply with the most current regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the City certify copies of its payroll whenever requested, allow the City to perform interviews to its work force and allow the City to inspect its payrolls as it may deem necessary. If at any time during the contract period, the Successful Bidder fails to comply with the provisions stated herein, the City may consider the Successful Bidder in default, terminate the contract, and award to the next lowest responsive and responsible bidder.

B. Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

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SECTION 5 –
INDEMNIFY, DEFEND AND HOLD HARMLESS &
INSURANCE REQUIREMENTS

Request for Proposals (RFP) No. 2025-021

- 5.1** To the fullest extent permitted by Laws and Regulations, the Professional shall defend, indemnify, and hold harmless the City and its attorneys, administrators, consultants, elected and appointed officials, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Professional, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, its elected and appointed officials or any of its consultants, attorneys, administrators, agents, or employees by any employee of Professional, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Professional, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.
- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:
- a. Damages awarded to any person or party.
 - b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Professional will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, PROFESSIONAL will reimburse the City at the prevailing market rate for similar legal services.
 - c. Attorney's fees and cost of any party that a court orders the City to pay.
 - d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Professional or any other

party, Professional will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Professional will reimburse City on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager or Deputy City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney, Deputy City Attorney or Asst. City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

5.4 To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Proposer(s) hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFP, will supersede and take precedence over any such provisions contained within the RFP documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Human Resources and Risk Management Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Professional shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Professional shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance and must submit these documents to the Risk Management Division of the Office of Human Resources and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 PROPOSER REQUIREMENTS

The Proposer shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

5.6.3.1 Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Professional and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

5.6.3.1.1 Workers' Compensation - Coverage A Statutory Limits (State of Florida or Federal Act)

5.6.3.1.2 Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

5.6.3.2 Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

5.6.3.2.1 Each Occurrence Limit - \$1,000,000

5.6.3.2.2 Fire Damage Limit (Damage to rented premises) - \$100,000

5.6.3.2.3 Personal & Advertising Injury Limit - \$1,000,000

5.6.3.2.4 General Aggregate Limit - \$2,000,000

5.6.3.2.5 Products & Completed Operations Aggregate Limit - \$2,000,000

5.6.3.3 Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

5.6.3.3.1 Combined Single Limit (Each Accident) - \$1,000,000

5.6.3.3.2 Any Auto (Symbol 1)

5.6.3.3.3 Hired Autos (Symbol 8)

5.6.3.3.4 Non-Owned Autos (Symbol 9)

5.6.3.4 Pollution Liability- Contractor hereby agrees to maintain Pollution Legal & Remediation Liability coverage at a minimum limit not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) per annual aggregate providing coverage for damages against, but not limited to, third party liability, environmental clean-up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the City reserves the right to review and request a copy of the Contractor's most recent annual report or audited financial statements. This coverage shall be endorsed to include the "City of Coral Gables" as an Additional Insured on a primary and non-contributory.

5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction.

5.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.7 REQUIRED ENDORSEMENTS

5.6.7.1 The following endorsements with City approved language

- 5.6.7.1.1** Additional insured status provided on a primary & non-contributory basis for general, pollution and auto liability.
- 5.6.7.1.2** Waiver of Subrogation for all applicable coverages: general, auto liability and workers compensation (except pollution liability)
- 5.6.7.1.3** Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 100085-CE
DULUTH, GA 30096

5.6.7.2 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

5.6.8 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.8.1 The following documents must be provided to the City;

5.6.8.1.1 A Certificate of Insurance containing the following information:

- 5.6.8.1.1.1** Issued to entity contracting with the City
- 5.6.8.1.1.2** Evidencing the appropriate Coverage
- 5.6.8.1.1.3** Evidencing the required Limits of Liability required
- 5.6.8.1.1.4** Evidencing that coverage is currently in force
- 5.6.8.1.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies. A copy of each endorsement that is required by the City.

5.6.8.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

5.6.8.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.8.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.9 WAIVER OF INSURANCE REQUIREMENTS

Should a Proposer(s) not be able to comply with any insurance requirement, for any reason, the Proposer(s) must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Proposers are encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to: cityofcoralgables@ebix.com and copy to: riskmanagement@coralgables.com.

Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

**City of Coral Gables
Insurance Compliance
PO Box 100085 –CE
Duluth, GA 30096**

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SECTION 6 - SUBMISSION REQUIREMENTS

Request for Proposals (RFP) No. 2025-021

6.1 SUBMITTAL INSTRUCTIONS

Proposers shall submit an electronic response via INFOR.

The Professional Service Agreement is a *draft* for your review; therefore, *submittal of this agreement is not required with the Response*. Responses must be submitted **electronically** prior to the time noted for the submittal deadline. Responses received after the submittal deadline will not be accepted. It will be the sole responsibility of the Proposer to submit the Response on or before the submittal deadline. **All Responses submitted become the exclusive property of the City of Coral Gables.**

The Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City. All information submitted in conjunction with any proposal submitted in response to this solicitation can and will be used in the evaluation process.

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration all forms associated with the project must be executed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule, carefully cross-referencing each item number and/or letter.

6.2 RESPONSE FORMAT

ALL RESPONSES SHALL BE PAGE NUMBERED FROM START TO FINISH, TABBED BY EACH SECTION, AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA (**DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION**):

SUBMITTAL I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.
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PROPOSERS SHALL:

- a) Show the **RFP Number and Title**, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- b) Provide a **Table of Contents** in accordance with and in the same order as the respective **“Sections”** listed below. Clearly identify the material by section and page number.
- c) **Bid Bond** - AN ORIGINAL COPY OF THE BOND MUST BE RECEIVED PRIOR TO THE CLOSING DATE OF THE SOLICITATION IN ORDER FOR YOUR SUBMITTAL TO BE CONSIDERED RESPONSIVE.
- d) Fill out, sign, and submit the **Proposer’s Acknowledgement Form**.
- e) Fill out and submit the **Solicitation Submission Check List**.

- f) Fill out, sign, notarize (as applicable), and submit the **Proposer's Affidavit** and **Schedules A through R**.
- g) Fill out Employer **E-Verify Affidavit**
- h) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- i) Fill out **Lobbyist Registration & Oral Presentation Forms**.

SUBMITTAL II:

(i) FOR EXPERIENCE AND QUALIFICATIONS OF THE COMPANY - PROPOSERS SHALL:

- a) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.
- b) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. Include information which addresses, but is not limited to the following:
 - establishing and simultaneously operating a minimum of three (3) Temporary Debris Management Sites (TDMS)
 - regulations affecting the removal, processing and disposal of mixed debris
 - filing and receiving federal and state reimbursements for disaster recovery work, including preparing and submitting federal/state project work sheets
 - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris.
 - demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way)
 - assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.
 - Providing human support activities such as food, water and sanitation services
- c) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant.
- d) Provide a letter from a Surety firm affirming that Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less twenty million dollars (\$20,000,000.00). The Surety firm shall be rated by an AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.

(ii) FOR EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL - PROPOSERS SHALL:

- a) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel. Include detailed resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Provide an organizational chart of all key personnel that will be used. For each key team member, please describe the experience in providing the services solicited herein.

- b) Provide an organizational chart of all key personnel that will be used.

SUBMITTAL III: PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY

PROPOSERS SHALL:

- a) Describe in detail, your understanding, approach and methodology to perform the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
- b) Describe in detail Proposer's Mobilization/Operation Plan. The plan must include, but not be limited to the following:
- Proposer's mobilization/operation procedures following a disaster event.
 - Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.
 - Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.).
 - Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations.
- c) Describe Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP. Attach sample reports, load tickets and vehicle placards used in the operation of debris removal activity.
- d) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:
- Client name
 - Current and/or projected workload
 - Estimated dollar amount and cubic yards of engagement
 - Key personnel assigned
- e) Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.
- f) Description of the Proposer's customer service plan to respond to City complaints.

SUBMITTAL IV: PAST PERFORMANCE AND REFERENCES

PROPOSERS SHALL:

- a) Using the required Attachment A - Reference Form, provide a minimum of three (3) references, from public sector agencies, particularly municipal/local government, for which Proposer has performed same (or similar) scope of services in the last ten (10) years to include projects exceeding twenty-five million dollars (\$25,000,000.00) per event and at least one (1) of the projects is with a government entity with a population of at least fifty thousand (50,000) residents. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference. (City related experience will be outlined in the request below).**
- b) List all contracts for which the Proposer as performed (past and present) as a PRIME for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City. Any and all Proposer's performance records (satisfactory and unsatisfactory) will be utilized in the evaluation process regardless of the type of work performed for the city.
- c) Provide a list with contact information of all public sector clients in the last ten (10) years, and include if any, that have discontinued use of Proposer's services within the last two (2) years and indicate the reasons for the same. Additionally, please provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure. The City reserves the right to contact any reference or current customer identified as part of the evaluation process.
- d) Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (*See Schedule D of Attachment B*).

SUBMITTAL V: AGREEMENT COMMENTS/EXCEPTIONS

- a) Please follow the instructions as outlined in Section 1.6 Agreement Execution. The acceptance of or any exceptions taken to the terms and conditions of the City's Agreement shall be considered a part of a Proposer's submittal and will be considered by the Evaluation Committee.

SUBMITTAL VI: PRICE PROPOSAL

- a) Provide pricing in INFOR via the Line Items tab.

SECTION 7 - EVALUATION / SELECTION PROCESS

Request for Proposals (RFP) No. RFP 2025-021

7.1 Evaluation Procedures

- (a) The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Procurement Division will also evaluate the Proposers(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

7.2 Method of Evaluation / Evaluation Criteria

An Evaluation Committee, appointed by the Chief Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Chief Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

7.3 Evaluation Criteria

Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

	Category	Points
a)	Experience and Qualifications	30
b)	Project Understanding, Proposed Approach, and Methodology	30
c)	Past Performance and References	20
d)	Agreement Exceptions	5
e)	Overall Cost	15
	Total Points	100

Proposer Evaluation Criteria Breakdown:

a) Experience and Qualifications

Total Points: 30

- Proposer’s qualifications including, but not limited to, company history and description, number of years in business, size, number of employees, office location where work is to be performed, licenses/certifications, credentials, capabilities and capacity to meet the City’s needs. **Points: 8**

- Proposer’s relevant knowledge and experience in providing the services described in the “Scope of Services” to public sector agencies similar in size to the City of Coral Gables. Including, but not limited to:
 - Establishing and simultaneously operating a minimum of three (3) full service Temporary Debris Management Sites (TDMS); regulations affecting the removal, processing and disposal of mixed debris; filing and receiving federal and state reimbursements for disaster recovery work, including preparing and submitting federal/state project work sheets. **Points 8**

 - assessing, removing and disposing of specialty debris including hazardous materials, dead animals, hazardous stumps and submerged debris; demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way); assisting governmental entities in providing community relations including the company’s ability to create audio/visual presentations and fact sheets; **Points: 8**

- Qualifications and experience of all proposed key personnel. **Points: 3**

- Proposer’s financial stability and bonding capacity. **Points: 3**

b) Proposed Approach and Methodology

Total Points: 30

- Proposer’s overall detailed understanding, approach and methodology to perform the services solicited herein. Understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with City staff, and Proposer’s intent to work with the City positively and innovatively in providing the services outlined in this RFP. **Points:8**

- Mobilization/Operation Plan, including but not limited to:
 - Proposer’s mobilization/operation procedures following a disaster event. **Points: 3**

- Breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors. **Points: 3**
- Breakdown of the manpower (position titles and number of support personnel) and available equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.). **Points: 3**
- Plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. The plan must address any applicable State and Federal laws and regulations. **Points: 3**
- Proposer's database reporting system and capabilities, including the ability to capture data and provide electronic reports as required in the RFP. **Points: 2**
- Projected workload of the Proposer and key personnel assigned to the City's account. How this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. **Points: 4**
- Comprehensive description of the proposed quality control plan, including at a minimum: the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections. **Points: 2**
- Proposer's customer service plan to respond to City complaints. **Points: 2**

c) Past Performance and References

Total Points: 20

- Proposer's three (3) references from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP **AND** list all contracts for which the Proposer as performed (past and present) as a PRIME for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City. Any and all Proposer's performance records (satisfactory and unsatisfactory) will be utilized in the evaluation process regardless of the type of work performed for the city. **Points: 10**
- Provide a list with contact information of all public sector clients in the last ten (10) years, and include if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. Additionally, please provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure. The City reserves the right to contact any reference or current customer identified as part of the evaluation process. **Points: 5**
- Incidents within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP. **Points: 5**

d) Agreement Comments/Exceptions

Total Points: 5

- Review exceptions made by the proposer to the conditions listed in the agreement for the services. **Points: 5**

e) Overall Cost

Total Points: 15

- Proposed pricing as submitted in INFOR.

Points: 15

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SECTION 8 - PROPOSAL PRICING

Request for Proposal (RFP) No. 2025-021

8.0 PROPOSAL PRICING

- 8.1 Each Proposer shall provide the Proposal Pricing as outlined in INFOR's Line Items Tab, and as described in the Scope of Work of this RFP. Pricing submitted in any other format will not be accepted or considered.
- 8.2 Proposers shall provide pricing on all line items listed. Failure to do so may deem proposal non-responsive.
- 8.3 The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer(s) to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

SECTION 9 – PROPOSER’S AFFIDAVIT INCLUDING SCHEDULES A THROUGH R, E-VERIFY & LOBBYIST REGISTRATION FORMS

Request for Proposal (RFP) No. 2025-021

9.1 Proposer’s Affidavit along with Schedules A through R as follows:

- A - Certificate of Proposer
- B - Non-Collusion Affidavit
- C - Drug Free Statement
- D - Proposer’s Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I - United States Produced Iron and Steel in Public Works Projects
- J - Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying – Byrd Anti-Lobbying Amendment
- K - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- L - Federal Grant Funding Special Proposal Conditions
- M - Work Hours & Safety Certification
- N - Safety Accident Prevention
- O - Prohibition on Telecommunications Equipment or Services
- P - Build America, Buy America Act (BABAA)
- Q - Equal Employment Opportunity
- R - Breach of Contract During Emergency Recovery Periods for Natural Disasters

9.2 Employer E-Verify Affidavit

9.3 Lobbyist Registration & Oral Presentation Forms

SECTION 10 –
PROFESSIONAL SERVICES AGREEMENT (DRAFT)

Request for Proposal (RFP) No. 2025-021

- 10.1** The enclosed agreement, Attachment F, is a draft for your review only. DO NOT complete and submit the agreement at time of response submittal. This document will be finalized with the awarded proposer(s) for the services.