

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



**REVISED**  
**REQUEST FOR PROPOSALS**  
**RFP No. 2025-022**

**Disaster Debris Monitoring Services**

**INFOR EVENT No. 124**

**Submittal Deadline / RFP Opening: August 7, 2025, at 2:00 PM**



# **CORAL GABLES, FL**

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

PROCUREMENT DIVISION

Tel: 305-460-5102, Fax: 305-261-1601

## **TABLE OF CONTENTS**

### **Request for Proposals (RFP) No. 2025-022**

|                                                                                                          |    |
|----------------------------------------------------------------------------------------------------------|----|
| PROPOSER'S ACKNOWLEDGEMENT .....                                                                         | 3  |
| PUBLIC NOTICE .....                                                                                      | 4  |
| CONE OF SILENCE .....                                                                                    | 6  |
| SOLICITATION SUBMISSION CHECKLIST .....                                                                  | 7  |
| SECTION 1 – INTRODUCTION TO REQUEST FOR PROPOSAL .....                                                   | 11 |
| SECTION 2 – SCOPE OF SERVICES.....                                                                       | 16 |
| SECTION 3 – MINIMUM QUALIFICATION REQUIREMENTS .....                                                     | 29 |
| SECTION 4 – GENERAL CONDITIONS.....                                                                      | 31 |
| SECTION 5 – INDEMNIFY, DEFEND AND HOLD HARMLESS & INS REQUIREMENTS.....                                  | 37 |
| SECTION 6 - SUBMISSION REQUIREMENTS .....                                                                | 42 |
| SECTION 7 - EVALUATION / SELECTION PROCESS .....                                                         | 45 |
| ATTACHMENT A - REFERENCE FORM                                                                            |    |
| SECTION 8 - PROPOSAL PRICING .....                                                                       | 49 |
| SECTION 9 – PROPOSER'S AFFIDAVITS INCLUDING SCHEDULES A THROUGH O, E-VERIFY & LOBBYIST REGISTRATION..... | 50 |
| ATTACHMENT B - PROPOSER'S AFFIDAVIT - SCHEDULES A - O                                                    |    |
| ATTACHMENT C - EMPLOYER E-VERIFY AFFIDAVIT                                                               |    |
| ATTACHMENT D - LOBBYIST REGISTRATION                                                                     |    |
| ATTACHMENT D-1 - ORAL PRESENTATION FORM                                                                  |    |
| ATTACHMENT E - BID BOND FORM                                                                             |    |
| SECTION 10 – PROFESSIONAL SERVICES AGREEMENT (DRAFT) .....                                               | 51 |
| ATTACHMENT F - AGREEMENT                                                                                 |    |

# CITY OF CORAL GABLES, FL

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

## **PROPOSER'S ACKNOWLEDGEMENT**

|                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RFP No.: 2025-022</b><br><br><b>RFP Title: Disaster Debris Monitoring Services</b><br><br>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. | <b>Electronic submittals must be received prior to 2:00 p.m., August 7, 2025, via INFOR and will remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.</b><br><br>Name: Neivy Garcia<br>Title: Procurement Specialist<br>Telephone: 305-460-5121<br>Email: <a href="mailto:ngarcia2@coralgables.com">ngarcia2@coralgables.com</a><br><a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a> |
| Proposer Name:                                                                                                                                                                                                                                                                                                                                                        | FEIN or SS Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Complete Mailing Address:                                                                                                                                                                                                                                                                                                                                             | Telephone No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                       | Cellular No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Indicate type of organization below:<br>Corporation: __ Partnership: __ Individual: __ Other: __                                                                                                                                                                                                                                                                      | Fax No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Bid Bond/Security Bond (if applicable) 5 %                                                                                                                                                                                                                                                                                                                            | 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 72<sup>nd</sup> Avenue, Miami, FL 33155

Procurement Division

Tel: 305-460-5102, Fax: 305-261-1601

## **PUBLIC NOTICE**

### **Request for Proposals (RFP) No.: 2025-022**

The City of Coral Gables, Florida is seeking proposals for Disaster Debris Monitoring Services from a qualified and experienced professional firms ("Proposer"), 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(s) 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 Thursday, July 3, 2025, at 11:00 :00 a.m. Attendance shall be via **Zoom video conference: Meeting ID: 845 3182 9138 Passcode: 619734**. 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](mailto:ngarcia2@coralgables.com) . Attendance is encouraged and recommended as a source of information but is not mandatory. Access link to participate: [Zoom](#)

**Any request for additional information or clarification must be submitted via INFOR no later than Wednesday, July 16, 2025, 4:00 PM.** Proposer(s) 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. 2025-022 will be received until 2:00 p.m., on Thursday, August 7, 2025, 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.

#### *Anticipated Schedule of Events:*

|                                       |                                      |
|---------------------------------------|--------------------------------------|
| RFP Advertisement                     | Friday, June 20, 2025                |
| Non-Mandatory Pre-Proposal Conference | Thursday, July 3, 2025, at 11:00 am  |
| Deadline for Questions                | Wednesday, July 16, 2025, at 4:00 pm |
| Proposals Submittal Deadline          | Thursday, August 7, 2025, 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. 2025-022**

## ***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. 2025-022**

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 O. **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)'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.

PAGE # \_\_\_\_\_

- 3) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein

PAGE # \_\_\_\_\_

- 4) Describe the Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris monitoring projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

PAGE # \_\_\_\_\_

- 5) Describe the Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems.

PAGE # \_\_\_\_\_

- 6) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.

PAGE # \_\_\_\_\_

- 7) 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 # \_\_\_\_\_

**(ii) FOR KEY PERSONNEL:**

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel (i.e., Project Management Team, including sub-consultants). 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.

PAGE # \_\_\_\_\_

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

PAGE # \_\_\_\_\_

- 3) For each key team member, please describe the experience in providing the services solicited herein, including but not limited to any experience with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

PAGE # \_\_\_\_\_

**SUBMITTAL - SECTION III: PROJECT APPROACH AND METHODOLOGY**

- 1) Describe in detail, your approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services. 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.

PAGE # \_\_\_\_\_

- 2) Describe Proposer's database reporting system and capabilities, including but not limited to:
- the ability to capture data and provide electronic reports.
  - integrate with the City's GIS system (ESRI or equivalent) and tree management software system (Cartegraph Tree Management Software or equivalent).

PAGE # \_\_\_\_\_



- 3) 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:
- a. Client name
  - b. Current and/or projected workload
  - c. Estimated dollar amount and cubic yards of engagement
  - d. Key personnel assigned

PAGE # \_\_\_\_\_

#### **SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES**

- 1) Using the required Attachment A - Reference Form, provide a minimum of three (3) references (but no more than five (5) for which Proposer has performed same (or similar) scope of services in the last five (5) years. *This information must be provided utilizing the City of Coral Gables Reference Form (Attachment A) 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 A) 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 # \_\_\_\_\_
- 5) Provide specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client.
- PAGE # \_\_\_\_\_

#### **SUBMITTAL – SECTION V: PROPOSAL PRICE PROPOSAL**

- 1) Provide pricing in INFOR
- PAGE # \_\_\_\_\_

#### **SUBMITTAL – SECTION VI: 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 # \_\_\_\_\_

**-- 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. 2025-022**

---

### **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.

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(s) 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(s) 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(s) 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. Proposer(s) 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 made to multiple Proposers, a Primary, Secondary, and Tertiary Proposer(s), in the order of their ranking as determined by their overall scores pursuant to this RFP, may be selected. If the Primary Proposer(s) 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(s), accordingly. In the event that the City awards this RFP to multiple Proposer(s)s, the City will execute a Professional Services Agreement with each Proposer(s) 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**

Proposer(s)s 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(s) who is in arrears (money owed) to the City or where the City has an open claim against a Proposer(s) 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(s) in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposers if an Agreement is awarded.

#### 1.12. Financial Stability and Strength

The Proposer(s) 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(s), the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer(s). 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(s) 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(s) 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(s) 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 and shall be a sum equal to one hundred percent (100%) of the proposal amount. 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(s) 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. 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(s) 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. 2025-022**

---

#### **2.1. Purpose**

The City of Coral Gables, Florida ("City") is soliciting proposals for Disaster Debris Monitoring Services from a qualified and experienced professional firm ("Proposer"), 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

2.1.1 The selected/awarded Proposer(s) ("Successful Proposer(s)") will be required to provide debris monitors and debris monitoring services to assist the City with the monitoring operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. Additionally, the Successful Proposer(s) will be required to provide other services such as, but not limited to: damage assessment, training, emergency planning, public assistance consulting services and other services as needed and ordered by the City. Furthermore, the Successful Proposer(s) may be required to facilitate communication with agencies such as: Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resources Conservation Service (NRCS), U.S. Army Corp of Engineers (USACOE), the State of Florida and other State, County and/or Federal agencies, coordination with State insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

2.1.2 The selected/awarded Proposer(s) ("Successful Proposer(s)") acknowledges that if selected as the City's Primary Contractor, that this Agreement is nonexclusive, and the City reserves the right to contract with other Debris Monitors for similar or identical, services covered under this Agreement during the term hereof. The selected/awarded Proposer(s) ("Successful Proposer(s)") recognizes that in the event the Successful Proposer(s) is not able to timely perform any of the Services provided for herein that the City may seek the Services from the back-up contractor, or any other contractor available to provide the needed services to the City.

2.1.3 In providing the services solicited here in, the Successful Proposer(s) 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 / Version 5 dated January 2025, PA Program and Policy Guide version 5 as may be amended, updates or replaced from time-to-time. The Proposer(s) shall also adhere to applicable Federal law, regulations, and executive orders; and

2.1.4 The firm selected must be experienced and knowledgeable in FEMA and Insurance reimbursement rules and procedures and must demonstrate such to the City in its proposal. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies' guidelines and regulations and will be responsible for advising the City from beginning to end so as to ensure maximum reimbursement of financial expenditures for the City.

2.1.5 The contractor must be able to mobilize within 24 hours of the Declaration of Emergency and implement controls over debris hauling and disposal and compliance with regulations for reimbursement from Federal Agencies.



2.1.6 The contract to be awarded under this RFP will be a contingency contract that will only be activated in the event of a disaster. As such, no compensation will accrue to the Successful Proposer(s), unless and until the contract is activated, either in anticipation of a disaster, or immediately after such disaster.

2.1.7 The decision to initiate the Successful Proposer(s)'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 removal required. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation

## **2.2. Scope**

The scope of work requires disaster management, recovery and consulting services to support the oversight and management of debris recovery contractors (debris haulers) in accordance with all laws, regulations and the Stafford Act and FEMA policies and guidelines.

### **2.2.1 Disaster Debris Monitoring Services**

2.2.1.1 The Successful Proposer(s) shall provide all management, supervision, labor, logistical support, transportation, and equipment necessary to initiate and to safely and accurately perform all of the City's debris monitoring activities.

2.2.1.2 The Successful Proposer(s) shall provide all labor, services, equipment, materials and supplies necessary to perform debris monitoring services and monitor the debris removal contractors and ensure their performance in accordance with all laws, regulations, the Stafford act and FEMA requirements. Other services may include, but not limited to, facilitating communications with FEMA, FHWA, USACOE, State of Florida and other state and federal agencies as necessary.

2.2.1.3 The Successful Proposer(s) shall provide disaster debris monitoring services for debris generated from public rights-of-way, drainage areas/canals, waterways, and other public eligible or designated areas. The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. Additionally, the Successful Proposer(s) will be required to provide other services such as, but not limited to: damage assessment, training, emergency planning, public assistance consulting services and other services as needed and ordered by the City.

2.2.1.4 The Successful Proposer(s) shall observe day-to-day operations performed by the City's independent debris removal contractor(s) including, but not limited to, tree cutting, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D), vegetative debris, and any other disaster related debris. The Successful Proposer(s) shall ensure that workers are performing eligible work in accordance with FEMA and all applicable Federal, State, and local regulations. The Scope of Services for Disaster Debris Monitoring shall include, but not be limited to:

- 1) Coordinating daily briefings, work progress, staffing, and other key items with the City.
- 2) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues as necessary.
- 3) Scheduling work for all team members and contractors on a daily basis.
- 4) Hiring, scheduling, and managing field staff.

- 5) Supplying sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 6) Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- 7) Assisting the City with responding to public concerns and comments.
- 8) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- 9) Issuing tickets properly and accurately.
- 10) Entering tickets into a database application for electronic recording.
- 11) Developing daily operational reports to keep the City informed of work progress.
- 12) Development of maps, GIS applications, etc. as necessary.
- 13) Reporting issues that require action (safety concern, contractor non-compliance and improper equipment use).
- 14) Ensuring that debris contractor work is within the assigned scope of work and report if debris removal work does not comply with local ordinances, as well as State and Federal regulations.
- 15) Assisting the City by providing and/or preparing any information and documents necessary for Federal or state reimbursement and audits.
- 16) Station monitors at all City debris pick up and disposal sites. Verify amounts of debris hauled.
- 17) Monitor debris removal activities for inappropriate contractor activities.
- 18) Verify truck capacities and inspect trucks for proper loading and compaction.
- 19) Complete load tickets.
- 20) Use Florida Recovery Obligation Calculation (F-ROC) to standardize, streamline, and simplify the Public Assistant process.

The Successful Proposer(s) shall also:

- a) Provide trained staff and necessary equipment to properly provide the services outlined throughout this solicitation. The Successful Proposers' equipment shall include, but not be limited to: personal protective equipment (e.g. traffic vest, hard hat, gloves, etc.) safety equipment (e.g., traffic cones, barricades, etc.) transportation, and electronic and telecommunication devices (e.g. digital cameras, tablets, laptops, communication devices, Global Positioning Systems (GPS), etc.) at no additional cost the City
- b) Provide trained staff debris monitors to observe and document the activities of the debris contractors (debris haulers) and City crews in compliance with FEMA, FHWA, and State of Florida Laws, Rules & Guidelines as amended from time to time.
- c) Provide an office within the City for management of this contract.

- d) Assign an Operations Manager to oversee each debris recovery contractor employed by the City. All communications given to the Operations Manager by the City's Contract Manager shall be binding as if they were given by the Successful Proposer(s). The Operations Manager shall be on call 24 hours per day, seven days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, the Successful Proposer(s) will provide its Operations Manager with reliable means of communication (satellite radio, satellite phone, etc.) with the City. This position will not require a constant presence, but the Operations Manager must physically be capable of responding to the City's Contract Manager within 30 minutes of notifications. The Contractor shall be supported by a comprehensive range of resources necessary to maximize operational efficiency and accelerate the delivery of services.

#### 2.2.2 Emergency Management Planning and Training

As directed by the City, the Successful Proposer(s) shall provide:

- 1) Comprehensive emergency management plans (e.g. Continuing of Operations (COOP), Emergency Operations Plans (EOP)) to include plan development; review, and revisions.
- 2) Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3) Development or update of existing Debris Management Plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- 4) Procurement assistance for debris removal contractors and other services as requested.
- 5) Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- 6) Technical support and assistance in developing public information.
- 7) Other training and assistance as requested by the City.
- 8) Other reports and data as required by the City.
- 9) Other emergency management and consulting services identified and required by the City.

#### 2.2.3 Public Assistance Consulting Services

As directed by the City, the Successful Proposer(s) shall provide:

- 1) Identification of eligible emergency and permanent work (Category A-G);
- 2) Damage Assessment; provide post-disaster assessment services to include damage assessment and recovery planning period. Specific areas where services may be requested include city facilities, utility systems, transportation systems, and other sectors as required. The Successful Proposer(s) will assist the City when directed with documentation preparation of permanent work projects.
- 3) Assistance in attaining Immediate Needs Funding;
- 4) Prioritization of recovery workload;
- 5) Loss measurement and categorization;
- 6) Insurance evaluation, documentation adjusting and settlement services;
- 7) Project Worksheet generation and review;
- 8) FEMA, FHWA and NRCS reimbursement support;
- 9) Grant Application and Management Services, including but not limited to: applying for, managing, and coordinating grant funding sources for disaster assistance from Federal and State agencies, obtaining and managing all required documentation, and ensuring compliance with rules, regulations, policies and procedures of the grantor.
- 10) Staffing, management, guidance, and technical assistance with implementation of FEMA disaster recovery programs, such as Public Assistance and Hazard Mitigation.
- 11) Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- 12) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;

- 13) Appeal services and negotiations;
- 14) Reconstruction and long-term infrastructure planning; and
- 15) Final review of all emergency and permanent work performed.

#### 2.2.4 Response Time and Mobilization

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

1. 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 a staff of sufficient size to adequately administer and monitor debris operations, as indicated herein.
2. Upon receipt of the Mobilization Notice from the City, the Successful Proposer(s) shall initiate mobilization efforts immediately and ensure full operational capability within forty-eight (48) hours.

#### 2.2.5 Public and Private Property Damage Assessments Associated with Debris Removal

The selected Successful Proposer(s) shall assign Damage Assessments Specialists to document field damages to private properties and public lands and to notify contractors of their responsibilities in repairing damages. In the event that damages are not repaired to the satisfaction of the homeowner, and/or government entity, and where the debris removal contract claims no further responsibility, the documentation from each of these incidents shall be turned over to the City's Risk Management Department for final resolution.

#### 2.2.6 Substitution of Personnel

Should the Successful Proposer(s) need to substitute trained, qualified personnel, for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation that the City's satisfaction, provided, however, that the contractor should not be required to institute or pursue the completion of any action, if to do so would violate, status, city ordinance, contract employment for union agreement.

#### 2.2.7 Emergency Response and Administration Documentation

The Successful Proposer(s) shall prepare and submit to the City throughout the duration of the recovery operations, the following:

1. Operational Reports shall document the current status of the selected Contractor's operational details such as personnel levels, equipment status of debris management sites, summary of the Daily Reports as required below, and items as may be required by the City. The reporting frequency for the Operational Reports is to be determined by the City.
2. Daily Reports shall document the debris recovery contractor's activity and progress from the previous day. The daily report shall be submitted by 7:00 AM of the following day to

a distribution list established by the City's Project Manager. Each daily report submitted shall contain a minimum of the following information:

- a) Name of each Contractor
  - b) Number of Contractors including the number of crew members working each day, number of loads removed, estimated cubic yards removed for the day and the respective number of cumulative loads and cubic yards removed.
  - c) Reports and graphs that document the production rate of crews, equipment progress by area and estimation of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processes and hauled.
  - d) Geographic Information System (GPS) mapping data updates and digitized reports. All required GIS layers will be provided to the selected contractor by the city's authorized representative prior to an event or as soon as possible to ensure up-to-date files and consistency you can feel structure.
3. Project worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other agency for disaster recovery efforts by the city staff and designated debris removal contractors.
  4. Make available project documents and data, and hard copy and throughout an electronic database, to designated City Personnel. The City shall have access to hard copy project documents and data during normal business hours Monday through Friday, 8:00 AM to 5:00 PM. The City shall have complete access to all electronic documents 24 hours a day during the entire term of the contract and following the completion of the contract.
  5. Document damages caused to private property and public lands.
  6. Development of maps, GIS applications, etc.. as necessary.
  7. Review and reconcile contractor invoices for payment and prepare FEMA worksheets for reimbursement for debris hauling, monitoring, reduction, and disposal efforts. The selected contractor, and performance services related to review of invoices and payment requests and the rejection and the approval thereof, agrees to perform all its services for the City in strict compliance with this solicitation and Part VII of Chapter 218 of the Florida Statutes titled "Local Government Prompt Payment Act" as if it were the local government entity. If a dispute arises between the selected Contractor and the debris recovery contractor concerning payment of an invoice or payment request, the selected Contractor shall immediately notify the City in writing of such a dispute.
  8. The related damage assessment and reconstruction services, as needed/ requested.
  9. Final report and appeal preparation and assistance if required.
  10. Cost recovery of eligible funds currently not obligated or potentially- de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Contractor's proposal.
  11. Other disaster recovery services as requested by the City.

#### 2.2.8 Field Monitoring

Debris Site and Staging Area Monitoring: The selected Successful Proposer(s) shall ensure that a minimum of two (2) Disposal Monitors per debris site and/or staging area are deployed upon establishment of each site to assess and record load volumes, contract compliance, efficiency, safety, regulatory compliance, and provide coordination and perform other related activities necessary for reimbursement by FEMA. The City authorized representative will advise if additional Disposal Monitors

are required depending on the size of the debris site and/or staging areas. The Collection Monitor shall provide feedback to the City through a Field Supervisor.

Responsibilities of selected Proposer(s)'s Project Manager, and the Project Management Team, including the Collection Monitors, shall include but not be limited to:

- 1) Document daily and weekly recovery work and costs ensuring that proper records are maintained for load tickets using a hand-held electronic data management device. This documentation is required as evidence to support and document recovery costs and reimbursement.
- 2) Inspect the means and methods, according to FEMA's guidelines for reimbursement, to measure and record work, recommending changes that may be needed.
- 3) Stop working in progress that is not being performed or documented in the appropriate manner.
- 4) Inspect work in progress to ensure that removal efforts include debris of the proper type according to City and FEMA classification in the proper areas as assigned by a City authorized representative.
- 5) Check work in progress to ensure that the proper work authorizations, permits, and other regulatory requirements and prerequisites have been received and approved.
- 6) Verify that all debris sites and staging areas have adequate access control and security.
- 7) Recommend any improvements in work assignments and/or efficiency and productivity that may be appropriate.
- 8) Maintain digital photo documentation of recovery work, as required by the City.
- 9) Maintaining digital photo documentation of recovery work in a daily basis, if requested.
- 10) Aerial Photography on a monthly basis, if requested.

Field monitoring shall include:

- 1) Identifying location of on-site chipping operations.
- 2) Coordination of contractor's crew assignments.

#### 2.2.9 Meetings with City Personnel

2.2.9.1 City staff will conduct a kick-off meeting, with the Successful Proposer(s) when the contract is fully executed. The Successful Proposer(s) shall meet with City representatives and the debris removal contractor(s) at a minimum daily during a disaster.

2.2.9.2 No later than April 1<sup>st</sup> of each year and at no cost to the City, the Successful Proposer(s) shall meet with City personnel to discuss disaster planning and preparations. At least one (1) week prior to said meeting, the Successful Proposer(s) shall provide the City's Emergency Manager and the Department of Public Works with an updated contact list in the Project Management Team. The list shall contain personnel's full name, title, office location, office number, mobile number, and email address. Additionally, if applicable, the Successful Proposer(s) shall provide an updated organizational chart of the Project Management Team and updated credentials for each team member.

2.2.9.3 The replacement of any team member on the Project Management Team is subject to the approval of the City's Emergency Manager and the Public Works Department. The City reserves the right to request a change in the Project Management Team at any time throughout the duration of the contract.

## 2.2.10 Personnel Requirements and Responsibilities

2.2.10.1 The Successful Proposer(s) shall establish a Project Management Team which may consist of the following members. The Project Management Team will be activated and utilized at the discretion of the City:

- 1) Project Manager
- 2) Operations Manager
- 3) Field Supervisors
- 4) Debris Loading Site Monitors
- 5) Debris Site/Tower Monitors
- 6) Clerical / Data Entry Supervisor (Data Manager)
- 7) Clerical Staff/Data Entry Clerk
- 8) Billing and Invoice Analyst
- 9) Environmental Specialists
- 10) GIS Analyst
- 11) Administrative Assistant
- 12) Public Assistance Coordinator
- 13) Others, as needed

2.2.10.2 The Successful Proposer(s) may use other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be listed in the price proposal form.

2.2.10.3 The Successful Proposer(s)' Project Manager shall serve as the point of contact for the City and be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

2.2.10.4 The Successful Proposer(s)' Operations Manager shall oversee Debris Removal Contractor(s) and general field operations including monitors and data managers. The Operations Manager shall be on-site at all times the contract is operational. The Project Manager shall be on call 24 hours per day, seven days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, Contractor shall provide its Project Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the City.

2.2.10.5 The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- 1) Assign Debris Monitoring Field Supervisors to oversee the Debris Removal Contractor(s), Debris Monitors, and Clerical/Data Entry Supervisors.
- 2) Ensure a sufficient number of trained debris monitors are available.
- 3) Provide tower / disposal site monitors to observe and record all debris loads entering and exiting the temporary debris management sites.
- 4) Provide data entry and document processing personnel.
- 5) Conduct safety meetings with field staff, as necessary.
- 6) Respond to and document issues regarding complaints, damages, accidents or incidents involving the Successful Proposer(s) or Contractor personnel and ensure that they are fully documented and reported.
- 7) Coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing.
- 8) Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- 9) Review and reconcile debris removal contractor invoices submitted to the City and prepare FEMA worksheets for reimbursement for debris hauling and monitoring efforts.
- 10) Preparation of interim operations and status reports and final report, as directed by the City.

#### 2.2.10.6 Debris Monitoring Field Supervisor

The Successful Proposer(s) will provide one (1) debris monitoring field supervisor for no more than seven (7) debris monitors. The Debris Monitoring Field Supervisor services include, but are not limited to:

- 1) Overseeing and supervising loading site and disposal site debris monitoring activities.
- 2) Scheduling debris monitoring resources and deployment timing.
- 3) Communicating and coordinating with City/County personnel.
- 4) Providing suggestions to improve the efficiency of collection and removal of debris.
- 5) Coordinating daily activities and future planning.
- 6) Remaining in contact with debris management/dispatch center or supervisor.
- 7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.
- 8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY).
- 9) Documenting and recording measurements and computations, and capturing all FEMA required data associated with debris removal.
- 10) Documenting truck hauling compartment condition using digital photographs.
- 11) Preparing a master log book of all hauling equipment used by the City's debris removal contractor.
- 12) Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s).

#### 2.2.10.7 Field Monitors

The Successful Proposer(s) will provide trained debris monitoring personnel to oversee: (i) the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites and (ii) the cutting, staging, measuring, and digital (data and photographic) documentation of eligible hanging branches and limbs, leaning trees that require removal, and stump removal. Services include, but are not limited to:

#### 2.2.10.8 Debris Monitors

The Successful Proposer(s) will provide debris monitors to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on FEMA requirements and initiate documentation for debris removal using tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations.
- 2) Monitoring collection activity of trucks.
- 3) Issuing tickets at loading site for each load.
- 4) Checking the area for safety considerations such as downed power lines and children playing in area and ensuring that traffic control needs are met and trucks and equipment are operated safely.
- 5) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.
- 6) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
- 7) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
- 8) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area.
- 9) Properly monitoring and recording performance and productivity of debris removal crew.



- 10) Remaining in regular contact with debris management/dispatch center or supervisor.
- 11) Ensuring that loads are contained properly before leaving the loading area.
- 12) Ensuring that only eligible debris is collected for loading and hauling.
- 13) Ensuring that only debris from approved public areas is loaded for removal.
- 14) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.
- 15) Answering questions from residents and motorists; referring complaints and concerns to appropriate debris monitoring supervisor.

#### 2.2.10.9 Debris Tower/Site Monitors

The Successful Proposer(s) will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in Cubic Yards (CY) for all contractor trucks and trailers prior to commencement of debris hauling operations.
- 2) Documenting measurements and computations.
- 3) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the ticket.
- 4) Initialing each ticket before permitting trucks to proceed from the check-in area to the tipping area.
- 5) Remaining in regular contact with debris management/dispatch center or field supervisor.
- 6) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

#### 2.2.10.10 Clerical/Data Entry Supervisor (Data Manager)

The Successful Proposer(s) will provide a Clerical/Data Entry Supervisor (Data Manager) to coordinate data entry and information management systems. Services include, but are not limited to:

- 1) Supervising the preparation of detailed estimates and submitting them to the City.
- 2) Overseeing the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.
- 3) Implementing and maintaining a disaster debris management system linking the ticket and debris management site information, including reconciliation and photographic documentation processes.
- 4) Providing daily, weekly, or other periodic reports for the City noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.
- 5) Designing and implementing quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices.
- 6) Serving as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

#### 2.2.10.11 Clerical Staff/Data Entry Clerk

The Successful Proposer(s) will provide clerical staff/data entry clerk(s) as required to enter ticket information into the Successful Proposer(s)'s information management systems and to respond to specific directions from the data entry supervisor.

#### 2.2.10.12 Billing and invoice Analyst

The Successful Proposer(s) will provide a Billing/Invoice Analyst to inspect and audit invoices, reconcile invoices with standardized tickets/logs summary, verify accuracy of invoices, coordinate with debris removal contractors to rectify errors, approve invoices and authorize payment, produce summary reports for each invoice including backup data and documents.

#### 2.2.10.13 Environmental Specialist

The Successful Proposer(s) will provide an Environmental Specialist to assist in securing debris site permits, perform debris management site baseline analysis and documentation, and monitor project and sites for environmental compliance.

#### 2.2.10.14 Geographic Information System (GIS) Specialist

The Successful Proposer(s) will provide Geographic Information System (GIS) personnel responsible for preparing maps indicating progress of the debris clearing and hauling operations.

#### 2.2.10.15 Administrative Assistant

The Successful Proposer(s) will provide an Administrative Assistant to manage and organize all project documentation, scan all project cost documents, track monitoring costs and compile time sheets, and support Project Manager.

### 2.2.11 Notice to Proceed and Deployment

2.2.11.1 Services by the Successful Proposer(s) shall begin upon receipt of a written Notice to Proceed (NTP) signed by the Contract Administrator. The NTP will indicate the date on which operations outlined will commence and its duration, the scope of work, and a not-to exceed amount. The duration, scope of work, and/or not-to-exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP will be amended accordingly in writing by the City. If the Successful Proposer(s) continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

2.2.11.2 Within twelve (12) hours of the issuance of a Notice to Proceed (NTP), the Successful Proposer(s) shall be prepared to provide qualified on-site personnel to monitor debris receiving operations at debris sites located throughout the City. Additional sites may be added as debris removal efforts increase.

2.2.11.3 The Successful Proposer(s) shall contact the City representative within 24 hours of a hurricane being named to begin planning process, within 72 hours prior to the arrival of a hurricane, and within six (6) hours upon the occurrence of a major disaster in which there is no advance notification/warning.

### 2.2.12 Right of Entry Work

The City may require the Successful Proposer(s) to perform work on private property. If this is necessary, the Successful Proposer(s) will:

- 1) Manage the administration, mailing and collection of Right of Entry documentation.
- 2) Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
- 3) Monitor and document the work for reimbursement and reconciliation purposes.
- 4) Serve as City's public relations representative on site as work is being performed.

## 2.2.13 Deliverables

### 2.2.13.1 Daily Report

The Successful Proposer(s) shall prepare and submit electronically daily operational reports, including Geographic Information Systems (GIS) mapping data updates, throughout the duration of the emergency recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to the appropriate City personnel or designee. Each daily report shall contain the following minimum information:

- 1) Debris hauling company names.
- 2) Number of trucks, number and type of loading equipment, number of loads, total cubic yards collected for the day, cumulative total of debris collected (in cubic yards).
- 3) Tree cutting/removal company name(s), number of cutting crews, daily progress maps noting completed streets for branch/limb cutting, specific addresses (including GPS coordinates) where trees have been removed. This includes hanger branches, leaner trees, stumps, etc., as well as capturing the City's tree identification number.

GIS mapping data provided by the Successful Proposer(s) must be able to integrate with the City's GIS system (i.e. compatible with ESRI or equivalent) and the City's tree management software system (i.e. Cartegraph Tree Management Software or equivalent).

All GIS layers required by the Successful Proposer(s) will be provided by the City, prior to an event or as soon as possible to ensure up to date files and consistency in field structure.

### 2.2.13.2 Final Report

A final report shall be prepared by the Successful Proposer(s) and submitted electronically and in hard-copy to the appropriate City personnel within thirty (30) days of completion of the emergency recovery operations. Recovery operations include closure and remediation of the sites and conclusions of all related operations. At a minimum, this report will include: (1) a discussion of disaster response requirements; (2) Discussion of lessons learned and recommendation for future disaster response, including the City's recovery contract requirements and results; (3) Recommendation for future disaster response strategies; (4) Digital copies of manifests, certificates, and related documents; (5) All other data taken during the implementation of the disaster response plan.

### 2.2.13.3 Project Completion

At a minimum, the following deliverables must be provided to the City electronically and in hard-copy at the completion of the emergency event response effort. However, deliverables shall be in no way limited to the following list. At its sole discretion, the City may add and/or delete-deliverables to meet the needs of the City.

- 1) Original tickets shall be boxed, bound by date and sorted by ticket number
- 2) Ticket logs including all information from ticket
- 3) Daily tower logs
- 4) List of all personnel with signatures and initials
- 5) Binders(s) with damage reports, completed repairs, issue releases (if applicable), and issues and resolution
- 6) List of tickets issued by monitors and a list of lost/voided tickets
- 7) Each pile of ineligible debris shall be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.

#### 2.2.13.4 Load Tickets.

Load tickets will be issued by the Debris Monitor or City personnel prior to departure from loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep one copy of the load ticket, and the vehicle operator will retain the remaining copies for the Contractor's records.

1. Load tickets shall be used for recording volumes of debris removal.
2. Each load ticket shall contain the following information:
3. Prime Contractor Name
4. Sub-contractor name (if applicable)
5. Debris Monitor name
6. City contract number
7. Disaster Number
8. Load ticket number with serialized numbering
9. Date and time of pick up
10. Date and time of delivery
11. Pickup location (by street address or block)
12. Debris classification (Vegetative, Whit Goods, C&D, Mulch, Stump, etc.)
13. Truck ID number and capacity
14. Truck Certification, Tag and License Plate Number
15. Delivery site
16. City's designated representative signature
17. GPS
18. Debris Monitor's designated representative signature

### 2.3 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.

*Balance of Page Intentionally Left Blank*

# **SECTION 3 – MINIMUM QUALIFICATION REQUIREMENTS**

## **Request for Proposals (RFP) No. 2025-022**

The following represent the minimum qualification requirements for a Proposer(s) to be deemed responsive by the City, and Proposer(s) 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)'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) PROPOSER SHALL:**

##### **Using Attachment A – Reference Form, Demonstrate Items 1 And 2 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 five (5) years. Bidder’s ability to demonstrate the minimum of five (5) 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 five (5) years. **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 five (5) year period from the issuance date of this solicitation.

*NOTE: References MUST respond with information to document that this requirement is 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.*

#### **(B) KEY PERSONNEL:**

- (1) **Project Manager:** The Project Manager must have a minimum of seven (7) years of documented experience in disaster debris management. The Project Manager must also be a permanent staff employee of the Proposer(s). A copy of the resume must be provided with proposal.
- (2) **Operations Manager:** The Operations Manager must have a minimum of three (3) years of documented experience in disaster debris management. A copy of the resume must be provided with proposal.
- (3) **Clerical/Data Entry Supervisor (Data Manager):** The Data Manager must have two (2) years of documented experience working with a relational database management system. GIS mapping knowledge is preferred. The Data Manager will work under the supervision of the Project Manager. A copy of the resume must be provided with proposal.

### General Qualifications:

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

**(A) PROPOSER 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.

***Balance of Page Intentionally Left Blank***

# **SECTION 4 – GENERAL CONDITIONS**

## **Request for Proposals (RFP) No. 2025-022**

---

### **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(s) fails to acknowledge receipt of addenda;
- 2) Proposer(s) 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)(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(s) 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(s) 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)'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(s), 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)'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)'s capability to perform the work.

### **4.11 Collusion**

The Proposer(s), 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(s) certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer(s) 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).

#### **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)'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(s) 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.** Hourly 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.

*Balance of Page Intentionally Left Blank*

# **SECTION 5 –**

## **INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS**

### **Request for Proposals (RFP) No. 2025-022**

---

- 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(s) 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 Professional Liability** with a limit of liability not less than One Million (\$1,000,000) Dollars per claim and Three Million (\$3,000,000) Dollars per policy aggregate, with a deductible per claim not to exceed 5% of the limit of liability providing for all sums which the Contractor shall become legally obligated to pay as damages for claims arising out of the services performed by the Contractor or any person employed in connection with this agreement. Contractor shall maintain Professional Liability coverage for at least five (5) years after completion of the work.

#### **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, and auto liability.
- 5.6.7.1.2** Waiver of Subrogation for all applicable coverages: general, auto liability and workers compensation (except Professional 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](mailto:cityofcoralgables@ebix.com) and copy to: [riskmanagement@coralgables.com](mailto: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](mailto: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**

*Remainder of Page Intentionally Left Blank*

# **SECTION 6 - SUBMISSION REQUIREMENTS**

## **Request for Proposals (RFP) No. 2025-022**

---

### **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(s) 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(s), 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(s) 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.**

#### **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 O**.
- 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**.

|                      |
|----------------------|
| <b>SUBMITTAL II:</b> |
|----------------------|

**(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.
- c) Describe the Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- d) Describe the Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems.
- e) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.
- f) 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.

**(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.
- c) For each key team member, please describe the experience in providing the services solicited herein, including but not limited to any experience with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

### 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 Proposer's database reporting system and capabilities, including but not limited to: the ability to capture data and provide electronic reports. integrate with the City's GIS system (ESRI or equivalent) and tree management software system (Cartegraph Tree Management Software or equivalent).
- c) 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 of engagement
  - Key personnel assigned

### SUBMITTAL IV: PAST PERFORMANCE AND REFERENCES

#### PROPOSERS SHALL:

- a) Using the required Attachment A - Reference Form, provide a minimum of three (3) references, but no more than five (5) from public sector agencies, particularly municipal/local government, for which Proposer has performed same (or similar) scope of services in the last five (5) years. **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*).
- e) Provide specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client

|                                                   |
|---------------------------------------------------|
| <b>SUBMITTAL V: AGREEMENT COMMENTS/EXCEPTIONS</b> |
|---------------------------------------------------|

- 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.

|                                     |
|-------------------------------------|
| <b>SUBMITTAL VI: PRICE PROPOSAL</b> |
|-------------------------------------|

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

# **SECTION 7 - EVALUATION / SELECTION PROCESS**

## **Request for Proposals (RFP) No. RFP 2025-022**

### **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(s) willingness and ability to provide all services requested under the conditions stated in this RFP. The Procurement Division will also evaluate the Proposer(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(s) responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer(s), 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(s) 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 Proposer(s) 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(s) 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(s). The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer(s). (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<br>(Total Score) | Committee Member 2<br>(Total Score) | Committee Member 3<br>(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: 6**
- 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: **Points: 6**
- Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts. **Points: 4**
- Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems. **Points: 3**
- Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein. **Points: 3**
- Qualifications and experience of all proposed key personnel (including sub-contractors). **Points: 3**
- Proposer's financial stability. **Points: 5**

##### 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: 15**
- Proposer's database reporting system and capabilities. **Points: 5**
- Current and projected workload for the Proposer and key personnel assigned to the City's account; how the potential contract will fit into the Proposer's workload; and how Proposer will distribute resources and personnel, amongst its various clients, during a disaster event. **Points: 10**

**c) Past Performance and References**

**Total Points: 20**

- Proposer's three (3) references (but no more than five (5)) 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: 3**
- 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**
- Specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client. **Points: 2**

**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**

*Remainder of Page Intentionally Left Blank*



## **SECTION 8 - PROPOSAL PRICING**

### **Request for Proposal (RFP) No. 2025-022**

---

#### **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 Proposer 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 O, E-VERIFY & LOBBYIST REGISTRATION FORMS**

## **Request for Proposal (RFP) No. 2025-022**

---

### **9.1 Proposer’s Affidavit along with Schedules A through O 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 - Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying – Byrd Anti-Lobbying Amendment
- J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K - Federal Grant Funding Special Proposal Conditions
- L – Work Hours & Safety Certification
- M – Safety Accident Prevention
- N – Prohibition on Telecommunications Equipment or Services
- O – Build America, Buy America Act (BABAA)

### **9.2 Employer E-Verify Affidavit**

### **9.3 Lobbyist Registration & Oral Presentation Forms**

**SECTION 10 –**  
**PROFESSIONAL SERVICES AGREEMENT (DRAFT)**

**Request for Proposal (RFP) No. 2025-022**

---

- 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.