

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

REVISED



REQUEST FOR PROPOSALS
RFP No. 2022-008

Citywide Landscape Maintenance

Submittal Deadline / RFP Opening: May 6, 2022, at 2:00 PM



CORAL GABLES, FL

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

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CITY OF CORAL GABLES, FL

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

PROPOSER'S ACKNOWLEDGEMENT

<p>RFP Title: Citywide Landscape Maintenance</p> <hr/> <p>RFP No.: 2022-008</p> <p>A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Electronic submittals must be received prior to 2:00 p.m., April 4, 2022, via PublicPurchase; and will remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.</p> <p>Contact: Andrea Chung Title: Procurement Specialist Telephone:305-441-5745 Email: AChung2@coralgables.com contracts@coralgables.com</p>
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Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.:
Bid Bond/Security Bond 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 72nd Avenue, Miami, FL 33155
Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Request for Proposals (RFP) No: 2022-008

The City of Coral Gables, Florida is seeking proposals for **Citywide Landscape Maintenance**, from qualified and experienced firms, readily available to provide the services outlined in this solicitation.

The Request for Proposals (RFP) may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective Proposers must register with PublicPurchase, free-of-charge, in order 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/supplier-services>.

Any prospective proposer who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase 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 PUBLICPURCHASE. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.

A user guide detailing how to respond electronically to solicitations can be found by visiting the Procurement Division Supplier Services website under <https://www.coralgables.com/supplier-services>.

A non-mandatory pre-proposal conference will be held on **April 19, 2022 at 11:30 a.m.** Attendance shall be via Zoom video conference: Meeting ID: 885 1830 4676 Passcode: 770038 Prior to per-bid meeting, the name of the companies and meeting participants that plan to attend should be sent to AChung2@coralgables.com Attendance is encouraged and recommended as a source of information but is not mandatory. Access link to participate: <https://us02web.zoom.us/j/88518304676?pwd=Z0NCRTNOMFNkck5SakFoSTdUVHBudz09>

Any request for additional information or clarification must be submitted via PublicPurchase no later than April 29, 2022 at 4:00 PM. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

Electronic submittals for RFP No. 2021-046 will be received until 2:00 p.m., on May 6, 2022, via PublicPurchase.

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	April 12, 2022
Non-Mandatory Pre-Proposal Conference	April 19, 2022
Deadline for Questions	April 29, 2022
Proposals Submittal Deadline	May 6, 2022

Award of this solicitation will be made to the highest ranked responsive and responsible 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).

- Code 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. 2022-008

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. 2022-008

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

A response package numbered by page must be submitted ELECTRONICALLY via PUBLICPURCHASE. 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 M. **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 bond must be delivered DIRECTLY to the Procurement Office located at 2800 SW 72nd Avenue, Miami, FL 33155.** The office is open during normal business hours M-F, 8am-5pm (excluding City recognized Holidays). **PAGE # _____**

SUBMITTAL - SECTION II: EXPERIENCE AND PROPOSER'S QUALIFICATIONS

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 # _____

FOR KEY PERSONNEL:

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

PAGE # _____

- 2) Experience shall be considered in any of the following:

- a. Work in the field of landscape contracting irrigation design/repair under a licensed company.
- b. Certification in LIAF (Landscape Inspectors Association of Florida) or FNGLA (Florida Nursery Growers Landscape Association)
- c. College level courses in the field of horticulture, botany, landscape architecture, or equal.

PAGE # _____

SUBMITTAL - SECTION III: PROJECT APPROACH AND METHODOLOGY

- 1) Describe in detail, your approach 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 and communication with City staff and Consultants. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.

PAGE # _____

- 2) Provide a detailed description of the service, including but not limited to:

- a. a. Ability to have available additional or necessary tools and or equipment which may be needed to perform routine tasks and project work.

PAGE # _____

- b. Ability to ensure all required tools and or equipment is maintained or replaced to ensure your equipment is always in quality working order

PAGE # _____

- c. Ability to provide the services requested herein, including personnel, tools and materials needed for the duration of the contract.

PAGE # _____

- 3) Describe in detail your ability to provide the services requested in this RFP, including personnel, tools and materials needed for the duration of the contract.

PAGE # _____

- 4) Describe in detail your proposed quality assurance plan inspection procedures, and reporting system that will be used to monitor performance standards under this RFP.

PAGE# _____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Provide a minimum of three (3) references (but no more than five (5) from for which Proposer has performed similar scope of services in the past five (5) years. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) contract amount, (8) services provided. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**

PAGE # _____

- 2) Provide a list with contact information of public sector clients, if any that have discontinued use of Proposer's service within the past two (2) years and indicate the reasons for the same.

PAGE # _____

- 3) 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 Affidavit D*).

PAGE # _____

SUBMITTAL – SECTION V: PROPOSAL PRICE PROPOSAL

- 1) Provide pricing on the Response Form for **Exhibit A and Exhibit G**

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.

-- 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 PublicPurchase**
- 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. 2022-008

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 an option to renew for two (2) additional one (1) year periods at the sole discretion of the City.

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

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

B. CONTRACT EXTENSION

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

1.3. Additional Information or Clarification

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

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through PublicPurchase. Proposers must register via PublicPurchase 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.

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.

1.4. Method of Award

Award of this project will be made highest ranked responsive and responsible proposer, 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.

1.5. Award of an Agreement

An Agreement may be awarded to the Successful Proposer by the City Commission or City Manager, as applicable, to the most responsible, responsive Proposer, meeting all specifications, and not necessarily to the highest ranked Proposer. Should the award be made to the highest ranked Proposer, the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Successful Proposer 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. The City reserves the right to execute or not execute an Agreement with the Successful Proposer if it is determined to be in the best interest of the City.

1.6. Agreement Execution

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer 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 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 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, or re-advertised, as determined by the City.

1.7. Unauthorized Work

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

1.8. Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to the Submittal Deadline through PublicPurchase**. 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 **PublicPurchase** 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. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

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

1.11. Proposer Expenditures

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

1.12. Financial Stability and Strength

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

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

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

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

1.13. Bid Bond/Bid Security/Bid Deposit

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

1.14. Performance and Payment Bond

The Successful Proposer 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 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

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, terminate the Agreement if the Successful Proposer 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. In the event the Successful Proposer is found to be in default, the Successful Proposer 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, the Proposer 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 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.

SECTION 2 – SCOPE OF SERVICES

Request for Proposals (RFP) No. 2022-008

2.1 Introduction:

The City of Coral Gables is soliciting proposals for **Citywide Landscaping Services** (“Services”) from a qualified and experienced firm (“Proposer”) to provide the services outlined in this RFP. The Proposer shall provide **Landscape Maintenance and Litter Control** services at various locations throughout the City of Coral Gables. Sites to be maintained are listed in Exhibit ‘A’.

2.2 Successful Proposer:

The Proposer selected to provide the services requested here in (the “Successful Proposer”) shall provide all supplies, materials, equipment, machinery, tools, personnel, supervision, labor, transportation, inspection, and any other items or services. The City expects the Successful Proposer to properly manage all of its personnel and resources in order to provide the very best possible service to the City. Therefore, proper planning, assigning, coordination, inspections, quality control, and reporting is required.

The Successful Proposer is responsible for determining the amount of personnel necessary to perform the routine assignments of all tasks.

2.3 Contact Person:

The contractor shall provide the City with the name and telephone number, email address of his designated Project Manager. This person shall be immediately available seven (7) days per week, twenty-four (24) hours per day in order to answer questions, correct deficiencies in the maintenance work and to handle emergencies.

2.4 Personnel :

The contractor shall only employ personnel familiar with and who have experience with the work to be performed as required under this contract. Contractor’s employees shall at a minimum meet the following qualifications.

Each employee shall be capable of following the directions of their supervisors and the City’s Authorized Representative after being directed to do so on only one occasion.

Each employee shall have basic knowledge of plant structure and growth and of how their activities impact the health of the plant material to be maintained under this contract.

Each employee of the Contractor shall have basic knowledge of and at least thirty (30) days of experience properly utilizing the equipment required for the maintenance described herein.

2.5 Hours of Operation/Work:

Contractor shall at all times be governed by the City of Coral Gables noise ordinance as it may from time to time be amended. City Code limits hours of Operations as follows; Monday through Friday: 7:30am and 6:00pm, Saturdays 9:00am and 6:00pm and no work is allowed on Sundays and City Holidays, except for emergencies or as may otherwise be approved or required by the City.

2.6 Protection of Existing Improvements:

The Contractor shall exercise extreme caution while conducting his work. Any damage inflicted to any existing man made or natural element above or below grade shall be promptly repaired to the City’s satisfaction and in accordance with these specifications at no additional cost to the City. Care shall be always taken to maintain and restore where necessary the original design of the landscaped areas, unless a re-design of plant materials is requested by the City. Any damage caused to existing utilities shall be

immediately reported to the pertinent utility branch and to the City. The Contractor is responsible for payment of the cost of all repairs as may be required.

2.7 Safety On and Off the Job Site:

All safety on or off the job site shall be the sole responsibility of the Contractor when performing the scope of service. The city shall not be responsible for safety on or off the job site. The City's on-site observations or inspections shall be only for the purpose of verifying that the maintenance specifications are being implemented properly. The City's on-site observations or inspections are not for safety on or off the job site. The Contractor must provide barricades and traffic control devices as may be deemed necessary or as may be required by governing agencies or as directed by the City to protect the work, workmen and the general public while conducting the works. All permitting required for the performance of the Contractors work shall be the responsibility of the Contractor.

2.8 Traffic Control:

The Contractor shall, at its cost, observe all safety regulations, including the placing and displaying of safety devices, provisions of Police to control traffic, etc. as may be necessary in order to conduct the public through the project are in accordance with the FDOT's "Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations", the FHWA "Manual of Uniform Traffic Control Devices (MUTCD)," and any other applicable law

2.9 Equipment :

The Contractor must show appropriate proof of ownership of equipment necessary to provide all maintenance and plant replacement tasks or specify the intended method of providing that equipment for use. Equipment and all vehicles used for work must not be stored in the city facilities. All equipment must be parked and stored in vendor's own warehouse or holding facility after work hours, overnight and weekends.

2.10 Work Following Emergencies:

In the event of an emergency that precludes the Contractor from doing his regular work at any given site or sites, the Contractor will be expected to perform all reasonable work toward restoration or the work sites which is comparable to the types of work as required under normal circumstances. The City may negotiate for additional or more difficult work in excess of or in lieu of regular work. Failure by the Contractor to provide services after an emergency will be grounds for cancellation of the contract.

2.11 Compliance:

All work performed on Bird Road, Red Road, and US1 Median shall at a minimum conform to the latest edition of the State of Florida "Guide to Roadside Mowing" the latest edition of the "Maintenance Rating Program", and index 546 of the latest FDOT Design Standards. Any conflict between these requirements and the specifications to follow shall immediately be brought to the attention of the City.

2.12 Materials:

2.12.1 Materials Provided by the City of Coral Gables

The City will provide replacement plant materials, mulch, sod and soil required for replacement and repair activities on the job sites for reasons not attributable to Contractor negligence such as traffic accidents or "Acts of God" weather events. The Contractor shall purchase and replace dead or failing plants, mulch, soil, and irrigation materials on sites listed in "Exhibit A" that fail due to lack of or improper maintenance operations.

2.12.2 Materials Provided by the Contractor

The materials described below shall be provided by the Contractor at no additional cost to the City. At least 48 hours before any application of any fertilizer, pest or disease control measures, the Contractor will request in writing the presence of a City Official during said applications, which shall not be performed on weekends or City Holidays.

2.12.3 Staking: All materials required for the staking of trees and palms.

2.12.4 Water: Potable water for the hand watering of all plant materials and sod every other day for four weeks after replacements, unless suitable water sources are provided at the

maintenance sites.

2.12.5 All Barricading and Traffic Control Devices: As might be required, including permits for Mode of Transportation.

2.12.6 Planting Soil for Replacement Plants: Planting Soil shall be evenly blended mixture of 30% Everglades Peat and 70% coarse Silica sand. No Stockpiling of soil mixture will be allowed at the site. Submit certificates of compliance and two samples prior to purchase.

2.12.7 Fertilizer: The contractor shall provide fertilizer as part of plant establishment and on-going maintenance in the scope of work as required for plant health. As per County ordinance, no fertilizer containing Nitrogen or Phosphorus is to be applied between May 15 and November 1. The contractor shall provide the City with a list of proposed fertilizer brands with elemental composition, as well as a fertilizer schedule, for approval prior to application.

2.12.8 Pests and Disease Control: All chemical and biological; insect and disease control products required herein.

2.12.9 Herbicides: "Roundup" (or similar Glyphosate product) is not approved by the City for use in public spaces for weed control. Organic alternatives and manual weed control will be necessary. The City will require a list of all products being used by the contractor for prior approval.

2.12.10 Irrigation Components: For the sites and conditions as described below in these specifications, the Contractor shall provide any and all irrigation system components required for repair at no cost to the City, including plant material that failed due to lack of sufficient water.

2.13 Execution:

2.13.1 Plant Material Management: Chemicals may be authorized for use as a management tool on sites as approved by the City. Apply on an as needed basis or as directed by the city; Contractor is to submit proposed treatment in writing for review by the City prior proceeding. Special attention shall be given to complete and timely chinch bug control such that turf damage is reduced to an absolute minimum.

2.13.2 General Use of Chemicals: The Contractor shall submit a list of all pesticides proposed for use under this Contract for review by the Project Manager, including MSD sheets for each item. Information provided on materials included on this list shall include the exact brand name and generic formulation. The use of any chemical on the list shall be as governed by all applicable law. Review by the city shall not be deemed to be an approval that is contrary to any other applicable law or regulation.

2.13.3 Diseases and Pest Control: The Contractor shall check all sites for insect and disease infestations during each mowing cycle. The Contractor shall also apply pesticides as needed for complete control of injurious or diseases on all plant material less than twelve (12) feet in height. The materials and methods used shall be in accordance with the highest standard horticultural practices. MSD sheets are required on all materials used. Unless specifically approved by the city, only liquid pesticide applications are to be used for chinch bug control. The Contractor shall notify the City of insect or disease infestations of plant materials larger than twelve (12) feet in height.

2.13.3.1 The Contractor shall advise the Project Manager within four (4) days after disease or insect infestation is found. The Contractor shall identify the disease or insect to determine control measures to be taken and inform the Project Manager of said determination. The Contractor shall supply and implement the approved control measures, exercising extreme caution in application of all spray material, dusts or other materials utilized. Control measures shall be continued until the disease, or insect is controlled to the satisfaction of the Project Manager.

2.13.3.2 When a chemical is being applied, the person using it shall have in their possession all labeling associated with the chemical. Also, the chemical shall be applied as indicated on the said labeling. A specimen label and the MSD sheet for each product shall be supplied to the City.

2.13.3.3 All pesticides shall be applied by an operator properly licensed/certified pursuant to all

applicable law. The operator shall have said license/certification in his or her possession when pesticides are being applied.

2.13.3.4 The spraying of pesticides and other such chemicals are to be confined to the individual plant. Spraying techniques, which may introduce the material being sprayed beyond the immediate area of the individual plant, are strictly prohibited. The Contractor shall utilize all safeguards necessary during disease, weed or insect control operations to ensure safety to the public and the employees of the Contractor. Treated sites shall be posted as required by applicable law.

2.13.3.5 Applicable to all maintenance sites, the contractor shall notify the City of any and all insect or disease infestation within four (4) days of discovery.

2.13.4 Weeding: All plant material beds shall be maintained weed free. Weeds shall be managed through manual removal or by use of organic herbicide applications, or by combination of both methods. String trimmers shall not be used for weed control in beds or within 12 inches of the base of trees with diameters less than 4 inches, or at the base of hedges or vines. String trimmer and mower damage to City plant materials (including their surface roots) other than the target weed is unacceptable, and plants will be required to be replaced by the contractor. At a minimum, bed shall be made weed free every 14 days. It will be up to the discretion of the City to increase weeding frequency based on need on a site per site basis. The City will consider any unwanted plant as a weed. Fences and hedges shall be cleared and kept clear of all unintended vegetation including unwanted vines. Special attention shall be paid to ensuring that seedling of Florida Holly or unwanted tree or shrub species do not get established in the work site particularly in the case of shrubs and hedges or in fence lines. Any established seedling of Florida holly or other unwanted tree or shrub species shall be completely removed from the work site by pulling or digging (not cutting them off).

2.13.5 Trimming: Machetes will not be permitted for any operation. Work shall conform to the requirements of the most recent revisions of American National Standards Institutes Standard Z-133.1 and the and the ANSI A300 Standards (each in their current form and as they may be updated at any time). Notwithstanding the above, the city reserves the right to direct the contractor to perform work in a manner deemed to be in the best interest of the City. Contractor shall at all times be inspecting for and must notify the city of any hazardous tree, palm or general site conditions in the confines of their work sites.

2.13.6 Royal Palms/Phoenix Palms/Sabal Palms: Trim only dead and or hanging fronds and dead and live inflorescences/seed bunches. The Authorized Representative may instruct contractor to remove additional material, as required. Trimming is required at any time that hanging palm fronds exist and quarterly removal of inflorescences is required. The contractor shall consult closely with the authorized representative regarding the extent of pruning that will be authorized. Green leaf tissue is to be preserved whenever possible.

2.13.7 Large Trees: Maintain to provide an area 8' above the soil surface free of suckers and low hanging limbs. Remove and dispose of any fallen branches and palm fronds anywhere in the project area. Contractor shall always be inspecting for and must notify the city of any hazardous tree or site conditions in the confines of their work sites.

2.13.8 Small Trees: Trim trees to provide a 6' clearance from soil surface after consultation with the Authorized Representative as to any exceptions.

2.13.9 Hedges: In addition to the regular trimming outlined below, a remedial pruning may be required one time per year for hedges in order to develop the desired shape and low height. Hedges in public right of way must be maintained at 30" height or less in triangle of visibilities of driveways and street intersections. Maintain low hedges such as jasmine and green island Ficus hedges in road right of way and medians at a height of 16-18 maximum inches as directed by the City, allowing them to attain a solid mass with rounded tops and sides. No median plantings shall exceed 24" in height. Manually (without cutting the plants) remove the dead leaves from around Dwarf Fakahatchee grass one time per year when directed by the City. The Contractor is expected to keep all hedges neat and densely foliated. Trimming may be required more often at the discretion of the

City. The City will direct the Contractor as to the desired shape of hedges, but in general a form that is gently rounded at the top corners shall be maintained.

2.13.10 Purple Queen or other groundcovers: Trim plants 2 – 3 times per year to encourage thickness only. Vine may rest on top of curb but not extend over the side of it. Use cuttings to fill in empty spaces in the beds by direct planting into the site. Keep beds full and vigorously growing.

2.13.11 Vines: Maintain *Ficus pumila* vine trimmed close to the wall and columns so that vegetation stays as the juvenile leaf form. Follow the contours of the wall keeping the vine prostrate against and parallel to the wall. Trim the vine at the bottom of the concrete wall cap or other architectural point as directed by the City. Do not damage vine with weed eaters. Remedially prune whenever necessary, any sections of the vine which do not meet the above specifications.

2.14 Plant Material Replacement:

2.14.1 The City of Coral Gables will purchase the plant materials required for replacement, for installation by the contractor at no additional cost to the City, only in cases where it has become damaged by automobile run-ins, where damage can be attributable to named tropical storms or hurricanes or when damage is not otherwise attributable to Contractor negligence. Purchase, supply and installation for all other plant material shall be the responsibility of the Contractor under this contract. Replacement hedges shall be 3 gallons, 24" sp. x 24" ht; Replacement small shrubs such as Green Island Ficus and Wax Jasmine shall be 3 gallon, 16" x 16"; and groundcovers 1 gallon, 12" x 12". Royal palms shall have 15 feet of gray wood trunk to the bottom of the crown shaft and be at least 25 feet tall overall. Palm trunks shall be heavy and uniformly tapered. Sabal Palms and Phoenix Palms shall be replaced with palms of the same size as those they are replacing. All replacement sod shall be Floratam St. Augustine unless otherwise specified by the city representative. All plant material shall be Florida number one quality or better. The City shall have the right to inspect the plant material at the nursery site prior to installation and it has the right to reject any plant material it sees as not of sufficient quality.

2.14.2 In all cases, as part of this contract, except for replacement of Royal Palms/Phoenix Palms and Sabal Palms destroyed by a named tropical storm or hurricane, the Contractor is to provide at no additional cost to the City, all the labor, equipment, and incidental material such as but not limited to stakes, soil, preventative sprays, pre-emergence herbicides, water and safety devices and measures as required to carry out plant installation activities.

2.14.3 Palms destroyed by a named tropical storm or hurricane shall be replaced at the additional cost provided as part of a separate proposal requested by the City. All plants needing replacement shall be replaced within a period of one month of failure. The City, at its discretion, may extend the period during which any plant replacements may be made.

2.14.4 In addition to any removals, repairs or replacements of plant material, the Contractor will restore the grade, shape and size of all planting beds and be responsible for resetting plants to proper grades and upright positions and for the repair, resetting and removal of all staking. Irrigation system components shall be restored to design specifications after installation of replacement materials. Special care shall be taken at preserving the bubblers associated with the large palms and trees.

2.14.5 Plant Material Mulching: Mulch shall be provided by the contractor. Mulch all plant material beds, trees and palms three times per year in November, March, and July with 3" of mulch, as specified for each site by the City. Bulk recycled mulch is appropriate for parks and large sites, but bagged Gold mulch is required for downtown and high profile areas. Specific cycles will be designated for this activity.

2.14.6 Plant Material Fertilization Always thoroughly water after fertilization.

US # 1 Median: Apply fifteen (15) lbs of the specified Palm Special Fertilizer product (not nitrogen) per 1000 square feet of the area within the curb line of the US # 1 median. Apply this quantity of fertilizer 2-3 times per year, not between May 15 and Nov. 1, unless specified by the City. Specific cycles will be designated for this activity. Broadcast the fertilizer over the entire median area (sod and landscape areas), applying one half (1/2) of the fertilizer on each side of the central hedge line.

Ensure that fertilizer is directed into the hedge line. Microelement deficiency management: When directed by the City, apply microelement fertilizers at whatever frequency and in whatever form and quantity that is necessary to maintain plants free of deficiencies.

2.15 Sites Management – Cycles of Maintenance:

2.15.1 Provide 25 maintenance cycles per contract year. A cycle of maintenance shall generally be 14-calendar days but will be extended for each of 11 holidays as they may fall within a cycle. The eighth cycle of each cycle year shall be allotted 4 additional days in order to even out the contract year to 365 days and twenty-five cycles. February 29 (when it occurs) shall extend the cycle in which it occurs by one day. The frequency of maintenance visits may be increased or decreased at the discretion of the City based on changing needs of any specific site. Alternative pricing shall be provided for the following increased maintenance and litter control frequency to be requested at the discretion of the City:

Option A: Every two weeks

Option B: Every week

Option C: Two times per week on Sunday and mid-week.

2.15.2 The mowing and trimming operation shall start on the first day of permissible work for each cycle and shall in all cases be completed during the first 10 calendar days from the first day of the cycle. Once begun, for each cycle, all maintenance operations shall be performed in close proximity in time to one another, so that the entire site retains a uniform appearance. Maintenance shall be performed on adjacent sites in succession. The remainder of the days within a cycle shall be used for correction of deficiencies which must be complete by noon of the last permissible workday within a cycle.

The mower used shall produce a smooth even cut surface and shall be set to mow at a 3" height of cut.

2.15.3 Concurrent with every mowing, edge (with an edger, not a string trimmer) around all curbs, manholes, valve boxes, walks, road edges, all plant beds and mulched areas. Establish where necessary and maintain the size and shape of all plant beds, by edging. Grass runners shall not be allowed to overtake the edges of beds or landscape elements. String trimmers shall not be used for weed control in beds or within 12 inches of the base of trees with diameters less than 4 inches, or at the base of palms, hedges, groundcovers or vines or as replacement for edgers. String trimmer and mower damage to City plant materials (including their surface roots) other than the target weed is absolutely unacceptable. String trimmers may be used around posts and other vertical, non-living landscape elements. Herbicides shall not be used as a replacement for physical edging along turf grass edges or for weed eating performed to maintain the grass around non living landscape elements. String trimmers shall not be used in a manner such that the turf grass is trimmed below the prescribed mowing height of three (3) inches.

2.15.4 Lawn area Replacement: Remove and replace the sod in any lawn areas that has become damaged, diseased or has died for any reason; grade said areas such that the new sod will lay at the same level as the surrounding lawn area, removing the old sod and soil as necessary. Thoroughly water the sod after planting. Provide appropriate extra maintenance including supplemental watering until sod is established.

2.15.5 Lawn area Weed Control: All undesirable vegetation such as broadleaf weeds, sedges, maiden cane, Johnson grass, saw grass, etc. will be removed manually from turf areas as part of the turf care operation. Re-sodding will be required where extensive weed removal has taken place.

2.16 Irrigation System Management:

2.16.1 Inspections and Repair: The entire system shall be turned on and visually inspected once during every 10-day mowing cycle. Any malfunction or need for replacements or repair, for any cause, shall be immediately reported to the City and repaired by the contractor as part of this contract. If the malfunction or leak cannot be repaired immediately, the affected zone shall be shut down and repaired the next day. The City will be informed when repairs will take more than one day. All replacement materials shall be equal to or better than those that were originally

installed as determined by the City. See Irrigation Foreman for a list of approved irrigation parts. The contractor will immediately respond to the site and remedy any complaints of leaks or malfunctioning of the irrigation system. Said response will be provided 24 hours per day 7 days per week.

2.16.2 The inspections shall cover but not be limited to: Checking for leaks, dry spots, broken pipes, correct spray patterns, head clogging and retracting, and prevention of over spray onto paved areas.

2.16.3 The Contractor shall at all times comply with all water use restrictions imposed by any government agency with jurisdiction in the matter.

2.17 Clean Up and Litter Control:

2.17.1 The Contractor shall be responsible at all times for the removal and disposal of all debris, trash, rocks, grass clippings, excess soil, leaves, branches, palm fronds, cigarette butts, plastic bottles, broken glass, and trash or litter of any kind from within the project area whether they result from contract operations or not. City trash piles or swale trash pits in residential areas are not to be used by the Contractor. Fallen palm fronds shall be removed from the work site including the road surface. Litter shall be removed prior to each mowing from the entire work area of the site including the curbs, gutters, planting areas, turf areas and paved surfaces.

2.17.2 Mowers and landscape blowers shall not be used in a manner such that debris is purposely directed into the vehicle travel lanes, near drainage structures, or anywhere off site or inappropriate onsite location. The intent of the use of blowers shall be to congregate waste materials to a place where it can be picked up. Any debris directed into the street or off site or inappropriate offsite onsite location, shall be blown back to the swale or curb, congregated and removed. A second debris removal pass shall be made during each cleanup cycle so as to insure thorough removal of debris from the curb that might accumulate from being blown back from the travel lanes by passing cars.

2.18 Scheduling US 1:

Landscape maintenance activities for the US # 1 is to begin on island 16 (northern) end of US # 1 and proceed consecutively to island number 1. It is preferred that MacFarlane Linear Park shall be maintained concurrently with island 16 or 15. Work on US 1 shall include proper MOT permits with FDOT.

2.19 Payments and Penalties:

2.19.1 It is the intent that all work specified herein be completed at the frequency prescribed. Consistent failure to meet the schedule requirements will be grounds for withholding payment for cycles not completed to satisfaction of the City inspector, or even cancellation of the contract.

2.19.2 Full payment for items in this section shall be calculated as follows: The contract price for providing one full year of service for all categories of work divided by the number of cycles per year of maintenance. Full payment shall be made for satisfactory completion of all described work including correction of deficiencies as herein described within each complete 14 calendar day cycle, or more frequently as determined by the City. The contractor shall be responsible for inspecting sites for completion prior to submittal of invoices to the City. A city inspector will be assigned to inspect completed sites and review invoices for payment release.

2.19.3 An amount equal to twenty- five (25) percent of the total amount due for each cycle shall be deducted from the invoice should the City inspector identify work that is unfinished or unsatisfactory.

2.19.4 Vendor shall remain responsible for performing all the work regardless of whether a penalty was assessed or not. Deficiency notices will be forwarded to the Contractor via E-mail and issued during weekly staff meetings as required for follow up. Any deficiency correction work not satisfactorily completed by noon on the last permissible workday of a cycle shall cause the cycle to be incomplete for the purpose of determining payments due.

2.20 Timely replacement of Royal Palm trees:

2.20.1 Full payment for items in this section shall be calculated as follows: The contract price for providing one full year of service for all categories of work divided by four (4) quarterly Royal Palm replacement periods.

2.20.2 Full payment shall be made for each and immediately following each quarterly Royal Palm replacement period if all Royal Palms identified for replacement in accordance with these specifications during the previous designated quarterly Royal Palm replacement period have been satisfactorily installed subject to the following: Eventual disbursement of said payment shall be reduced by a penalty of 50% upon the passing of every two mowing and trimming cycles following the end of each quarterly Royal Palm replacement period wherein the required replacements are not made. Vendor shall remain responsible for the palm replacement regardless of whether a penalty was assessed or not. Each new quarter shall be a new evaluation period for the entire site. The beginning and the end of each of the four (4) quarterly Royal Palm replacement periods will be identified for mutual reference of the City and the Contractor.

2.20.3 The Contractor shall schedule meetings with The Assistant Public Works Director or his designee prior to the end of each cycle to review the site and to certify the completion of all maintenance and plant replacement tasks.

2.20.4 The Contractor shall work to immediately repair and remedy any deficiencies that might be noted by the City regardless of when they are pointed out within a cycle or inspection period. Invoices may be submitted only for amounts certified in writing by the Greenspace Management Division or his/her Authorized Representative. The City reserves the right to withhold payment in total or part, until the Contractor has satisfactorily corrected any deficiencies found.

SECTION 3 – MINIMUM QUALIFICATION

REQUIREMENTS

Request for Proposals (RFP) No. 2022-008

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

(A) PROPOSERS SHALL:

- (1) Be regularly engaged in the business of providing the services described in this RFP for a minimum of five (5) years. **Required Submittals:** Three (3) client references including name, contact information including address/telephone/email, length of services provided, and the actual services provided to the client.
- (2) Be actively engaged in the field of Landscaping for at least five (5) years. Proposers shall demonstrate competence, experience, and financial capabilities to carry out the term of this solicitation.

(B) KEY PERSONNEL:

- (1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personal. Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Provide an organizational chart of all key personnel that will be used. For each key team member, please describe the experience in providing the services solicited herein.
- (2) Experience shall be considered in any of the following:
 - a. Work in the field of landscape contracting irrigation design/repair under a licensed company.
 - b. Certification in LIAF (Landscape Inspectors Association of Florida) or FNGLA (Florida Nursery Growers Landscape Association)
 - c. College level courses in the field of horticulture, botany, landscape architecture, or equal.

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

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

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SECTION 4 – GENERAL CONDITIONS

Request for Proposals (RFP) No. 2022-008

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 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 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 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, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.8 Resolution of Protests

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

4.9 Determination of Responsiveness

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

4.10 Evaluation of Responses

A. Rejection of Responses

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

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

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

B. Elimination from Consideration

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

C. Determination of Responsibility

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

4.11 Collusion

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

4.12 Sub-Contractor

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

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

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

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 shall not submit any information in response to this Solicitation which the Proposer 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. In the event the Proposer 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 in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer 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 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, 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 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 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 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, upon request by the City, shall supply additional documentation. Proposer may be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.19 Auditing of Records

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

4.20 Single Proposal

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

4.21 Estimated Quantities

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

4.25 Price Adjustments. Unit Prices shall remain fixed and firm for the initial three (3) year term of the agreement. However, annual price adjustments may be authorized by the City during the renewal terms. The Successful Proposer 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. 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).

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

Request for Proposals (RFP) No. 2022-008

- 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: \$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 or Assistant 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 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 Labor Relations and Risk Management 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 Labor Relations and Risk Management for review and approval.

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

5.6.2 PROPOSER REQUIREMENTS

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

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT (TO BE APPROVED / CUSTOMIZED BY RISK MANAGEMENT BEFORE PUBLISHING)

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)

5.6.4 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, cyber and auto liability.

5.6.7.1.2 Waiver of Subrogation for all applicable coverages: general, cyber auto liability and workers compensation

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 not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or

reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

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

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

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

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

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

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

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SECTION 6 - SUBMISSION REQUIREMENTS

Request for Proposals (RFP) No. RFP 2022-008

6.1 SUBMITTAL INSTRUCTIONS

Proposers shall submit an electronic response via PublicPurchase.

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

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

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

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

6.2 RESPONSE FORMAT

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

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

PROPOSERS SHALL:

- 1) Show the **RFP Number and Title**, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 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.
- 3) Fill out, sign, and submit the **Proposer's Acknowledgement Form**.
- 4) Fill out and submit the **Solicitation Submission Check List**.
- 5) Fill out, sign, notarize (as applicable), and submit the **Proposer's Affidavit** and **Schedules A through M**.

- 6) Fill out, **E-Verify Affidavit**
- 7) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- 8) **Pricing Forms:** Exhibit A and Exhibit G
- 9) Fill out, **Lobbyist Registration & Oral Presentation Forms.**
- 10) 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 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).

SUBMITTAL II:

FOR EXPERIENCE AND QUALIFICATIONS OF THE COMPANY - PROPOSERS SHALL:

- 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.
- 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.

FOR EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL - PROPOSERS SHALL:

- 1) 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.
 - a. Proposers must identify all sub-contractors who will be used to provide the services outline in this RFP. The fee paid by the City must be the only remuneration to the proposer for services provided to the City and proposers must receive no revenue for these services from sub-contractors.

SUBMITTAL III: PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY

PROPOSERS SHALL:

- 1) 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.

- 2) Proposer's capabilities and competency, including but not limited to:
 - a. Describe your approach and methodology to have available additional or necessary tools and or equipment which may be needed to perform routine tasks and project work.
 - b. Describe your approach and methodology to ensure all required tools and or equipment is maintained or replaced to ensure the equipment is always in quality working order.
 - c. Describe in detail your ability to provide the services requested herein, including personnel, tools and materials needed for the duration of the contract.
- 3) Describe in detail your ability to provide the services requested in this RFP, including personnel, tools and materials needed for the duration of the contract.
- 4) Describe in detail your proposed quality assurance plan inspection procedures, and reporting system that will be used to monitor performance standards under this RFP.

SUBMITTAL IV: PAST PERFORMANCE AND REFERENCES

PROPOSERS SHALL:

- 1) 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 similar scope of services in the past five (5) years. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) contract amount, (8) services provided. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**
- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.
- 3) 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 Affidavit D*).

SUBMITTAL V: AGREEMENT COMMENTS/EXCEPTIONS

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

SUBMITTAL VI: PRICE PROPOSAL

- 1) Provide pricing on the Proposal Pricing Form Exhibit A – Pricing Sheet and Exhibit G Alternate Cycles Pricing

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SECTION 7 - EVALUATION / SELECTION PROCESS

Request for Proposals (RFP) No. 2022-008

7.1 Evaluation Procedures

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

7.2 Method of Evaluation / Evaluation Criteria

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

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

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

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

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

7.3 Evaluation Criteria

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

Category		Points
a)	Experience and Qualifications	30
b)	Project Understanding, Proposed Approach, and Methodology	30
c)	Past Performance and References	10
d)	Agreement Exceptions	5
e)	Overall Cost	25
	Total Points	100

Proposer Evaluation Criteria Breakdown:

a) Experience and Qualifications Total Points: 25

1. 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 10**
2. Qualifications and experience of all proposed key personnel: **Points: 5**
3. 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: **Points: 10**

b) Project Understanding, Proposed Approach, and Methodology Total Points: 35

1. 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 positively and innovatively work with the City in providing the services outlined in this RFP. **Points: 10**
2. Proposer’s capabilities and competency, including but not limited to:
 - a. Describe your approach and methodology to have available additional or necessary tools and or equipment which may be needed to perform routine tasks and project work. **Points: 5**
 - b. Describe your approach and methodology to ensure all required tools and or equipment is maintained or replaced to ensure the equipment is always in quality working order. **Points: 5**
 - c. Describe in detail your ability to provide the services requested herein, including personnel, tools and materials needed for the duration of the contract. **Points: 5**
3. Describe in detail your ability to provide the services requested in this RFP, including personnel, tools and materials needed for the duration of the contract. **Points: 5**
4. Describe in detail your proposed quality assurance plan inspection procedures, and reporting system that will be used to monitor performance standards under this RFP. **Points: 5**

c) Past Performance and References

Total Points: 10

1. 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. Proposers **MUST NOT** include City of Coral Gables work or employees as references. **Points: 5**
2. Public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. **Points: 3**
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: 2**

d) Agreement Comments/Exceptions

Total Points: 5

1. Review exceptions made by the proposer to the conditions listed in the agreement for the services.

e) Overall Cost

Total Points: 25

1. Proposed pricing as shown on the Proposal Pricing Form, Exhibit A – Pricing Sheet. Exhibit A – Pricing Sheet will be used in the evaluation process.

Points: 25

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SECTION 8 - PROPOSAL PRICING

Request for Proposal (RFP) No. 2022-008

8.1 PROPOSAL PRICING FORM

Each Proposer shall ensure the Proposal Pricing Forms - Exhibit A Proposal Pricing Form and Exhibit G Alternate Cycles Pricing are completed in full. Pricing submitted in any other format will not be accepted or considered.

All corrections to prices made by the Proposer must be initialed.

Proposer shall provide pricing on all line items listed. Failure to do so may deem proposal non-responsive.

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 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 H, E-VERIFY & LOBBYIST REGISTRATION
FORMS

Request for Proposal (RFP) No. 2022-008

9.1 Proposer’s Affidavit along with Schedules A through M 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, 44C.F.R. Part 18-Certification Regarding Lobbying
- J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K – Federal Grant Funding Certification
- M – Safety Accident Prevention

9.2 Employer E-Verify Affidavit

9.3 Lobbyist Registration & Oral Presentation Forms

SECTION 10 –
PROFESSIONAL SERVICES AGREEMENT (DRAFT)

Request for Proposal (RFP) No.2022-008

- 10.1** The enclosed agreement is a draft for your review. You are not required to fill out and submit the agreement at time of response submittal.