

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2008-129**

A RESOLUTION AUTHORIZING THE AWARD OF MEDICAL DIRECTOR SERVICES TO DR. MARC M. GROSSMAN, JACKSON MEMORIAL HOSPITAL PURSUANT TO SECTION 2-828(E) OF THE PROCUREMENT CODE FOR MEDICAL DIRECTOR RFP 2008.06.19; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE (3) YEAR CONTRACT WITH AN OPTION TO RENEW FOR (1) ADDITIONAL TWO (2) YEAR PERIODS.

**WHEREAS**, on June 19, 2008, the Procurement Division of Finance formally advertised, issued and distributed the Medical Director Request for Proposal (RFP) No. 2008.06.19; and

**WHEREAS**, on July 24, 2008, two (2) proposal responses were received; Dr. Frederick Keroff, Memorial Healthcare System and Dr. Marc M. Grossman, Jackson Memorial Hospital; and

**WHEREAS**, on July 31, 2008, the Selection Committee completed their evaluation based on Experience, Qualifications, Training Experience/Contributions to EMS, Interview/Presentation, Professional Affiliations, History of Affiliation with Hospitals serving the Coral Gables Community, Support Infrastructure, Familiarity with Radio Communications ranked/selected Dr. Marc M. Grossman, Jackson Memorial Hospital; and

**WHEREAS**, on August 7, 2008, a meeting was held by the City Manager to discuss a protest to the Request for Proposal (RFP) on behalf of Dr. James Hirschman regarding his non-attendance at the Mandatory Pre-Proposal Conference held on July 7, 2008; and

**WHEREAS**, on August 24, 2008, a letter was sent to Richard J. DeWitt, attorney representing Dr. Hirschman whereby his protest was denied to allow his proposal to be accepted or throw out all proposals and begin a new RFP process;

**NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

**SECTION 1.** The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

**SECTION 2.** That the City of Coral Gables Commission does hereby accept the recommendation of the City Manager pursuant to the Request for Proposal (RFP) No. 2008.06.19 to select Dr. Marc M. Grossman, Jackson Memorial Hospital for Medical Director services. Further authorizing the City Manager to execute a three (3) year contract with an option to renew for (1) additional two (2) year periods.

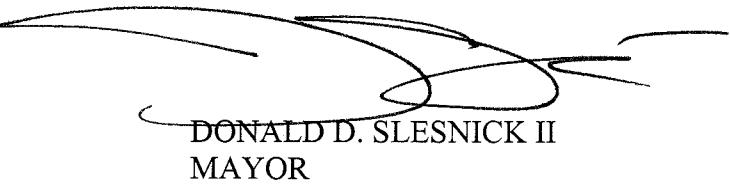
**SECTION 3.** That all Resolutions or parts of Resolutions inconsistent with, or in conflict herewith, shall be and are hereby repealed insofar as there is conflict or inconsistency.

**SECTION 4.** That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-SIX DAY OF AUGUST, A.D., 2008.

(Moved: Cabrera / Seconded: Anderson)  
(Yea: Anderson, Cabrera, Slesnick)  
(Nays: Kerdyk, Withers)  
(Majority: (3-2) Vote)  
(Agenda Item: H-5)

APPROVED:



DONALD D. SLESNICK II  
MAYOR

ATTEST:



WALTER J. FOEMAN

CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ  
CITY ATTORNEY

**MEDICAL DIRECTOR  
RFP TABULATION**

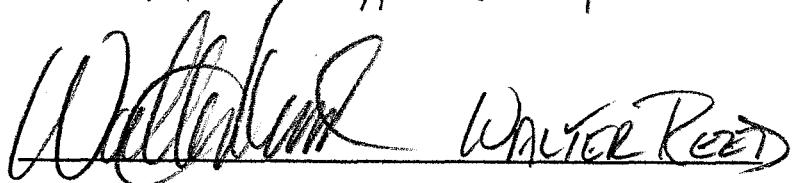
(Average Rate Score)

PROPOSER	Criteria Points	Dr. Keroff	Dr. Grossman
Medical Director's Experience	20.0	19.7	19.0
Medical Director's Qualifications	15.0	14.3	14.7
Training Experience and Contribution to EMS	15.0	15.0	14.7
Interview / Presentation	15.0	13.7	15.0
Professional Affiliations	10.0	9.3	10.0
History of Affiliation with Hospitals serving the Coral Gables Community	10.0	8.7	9.3
Support Infrastructure	7.5	6.3	7.5
Familiarity with Radio Communications	7.5	7.3	7.5
<b>TOTAL</b>	<b>100</b>	<b>94.3</b>	<b>97.7</b>

**MEDICAL DIRECTOR  
SELECTION COMMITTEE EVALUATION CRITERIA**

PROPOSER	Criteria Points	Dr. Keroff	Dr. Grossman
<b>Medical Director's Experience</b>	20	20	18
<b>Medical Director's Qualifications</b>	15	15	15
<b>Training Experience and Contribution to EMS</b>	15	15	14
<b>Interview / Presentation</b>	15	15	15
<b>Professional Affiliations</b>	10	9	10
<b>History of Affiliation with Hospitals serving the Coral Gables Community</b>	10	9	10
<b>Support Infrastructure</b>	7.5	7.0	7.5
<b>Familiarity with Radio Communications</b>	7.5	7.5	7.5
<b>TOTAL</b>	100	97.5	97

\* Note: Suggest waiving 15 mile minimum requirement. *John*

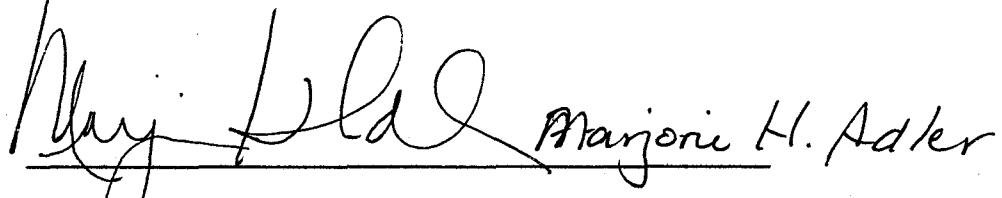


Selection Committee Member (Please Sign and Print Name)

**MEDICAL DIRECTOR  
SELECTION COMMITTEE EVALUATION CRITERIA**

PROPOSER	Criteria Points	Dr. Keroff	Dr. Grossman
Medical Director's Experience	20	20	20
Medical Director's Qualifications	15	14 *	15
Training Experience and Contribution to EMS	15	15	15
Interview / Presentation	15	12	15
Professional Affiliations	10	9	10
History of Affiliation with Hospitals serving the Coral Gables Community	10	7	8
Support Infrastructure	7.5	5	7.5
Familiarity with Radio Communications	7.5	7	7.5
<b>TOTAL</b>	<b>100</b>	<b>89.0</b>	<b>98.0</b>

\*would waive distance issue

  
Marjorie H. Adler

Selection Committee Member (Please Sign and Print Name)

**MEDICAL DIRECTOR  
SELECTION COMMITTEE EVALUATION CRITERIA**

PROPOSER	Criteria Points	Dr. Keroff	Dr. Grossman
Medical Director's Experience	20	19	19
Medical Director's Qualifications	15	14	14
Training Experience and Contribution to EMS	15	15 <del>14</del> <del>14</del>	15
Interview / Presentation	15	14	15
Professional Affiliations	10	10	10
History of Affiliation with Hospitals serving the Coral Gables Community	10	10	10
Support Infrastructure	7.5	7.0	7.5
Familiarity with Radio Communications	7.5	7.5	7.5
<b>TOTAL</b>	<b>100</b>	<b>95.5</b>	<b>93</b>

FRANK GOLSON 

Selection Committee Member (Please Sign and Print Name)

**MEDICAL DIRECTOR  
CHECK LIST**

<b>Minimum Response Requirements</b>	<b>Dr. Keroff</b>	<b>Dr. Grossman</b>
Executive Summary of Services	Yes	Yes
Proposer's Organization	Yes	Yes
Letters of Reference (Minimum of 3)	Yes	Yes
Audited Financial Statements (Last 2 years)		Yes
Un-audited Financial Statements (Last 2 years)	Yes	
Yearly Proposed Rate	\$66,000.00	\$139,065.00

# THE CITY OF CORAL GABLES

OFFICE OF CITY MANAGER



The City Beautiful

08 AUG 14 PM 3:47

FINANCE DIRECTOR

CITY HALL 405 BILTMORE WAY  
CORAL GABLES, FLORIDA 33134

August 14, 2008

Richard J. DeWitt  
Attorney at Law  
2121 Ponce de Leon Blvd., Suite 900  
Coral Gables, FL 33134

Dear Mr. DeWitt,

On August 7, 2008 a meeting was held at 2:00pm in the office of the City Manager to discuss a Protest to the RFP for Medical Director on behalf of Dr. James Hirschman.

Attending the meeting were Dr. James Hirschman, Dr. William Kranichfeld, Assistant City Manager Dona M. Lubin, Finance Director Don Nelson, you and this office.

Information provided to this office by you as a basis to award the protest in the favor of Dr. Hirschman and return his proposal to the process or throw out all proposals and begin a new RFP process are as follows:

1. Process should be fair and equitable and that everyone including Dr. Hirschman should be included even after Dr. Hirschman admitted to confusing the date of the mandatory meeting.
2. Dr. Hirschman was teaching for the City at the time of the meeting and the technicality of not attending the mandatory meeting should be waived by the City Manager.
3. The best group of all possible proposers should be available for selection which should include the incumbent.

After consideration of the three points for basis of award presented at the meeting, it is the determination of this office that these points do not rise to a level where the selection process should be altered. Therefore, the protest is denied.

Sincerely,

David L. Brown  
City Manager

- c. Elizabeth M. Hernandez, City Attorney
- Walter J. Foeman, City Clerk
- Dona M. Lubin, Assistant City Manager
- Don Nelson, Finance Director
- Walter Reed, Fire Chief

**City Commission**

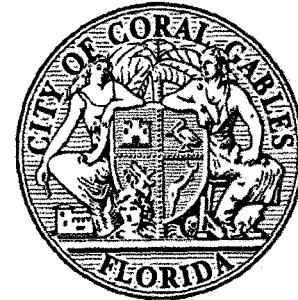
**Don Slesnick, Mayor**

**Maria Anderson**

**Ralph Cabrera**

**William H. Kerdyk, Jr.**

**Wayne "Chip" Withers**



**CITY OF CORAL GABLES  
REQUEST FOR PROPOSAL  
MEDICAL DIRECTOR**

**City Administration**

**David L. Brown, City Manager**

**Elizabeth M. Hernandez, City Attorney**

**Walter Foeman, City Clerk**

**FINANCE DEPARTMENT  
PROCUREMENT DIVISION**

**JUNE, 2008**

## **CITY OF CORAL GABLES REQUEST FOR PROPOSAL**

Proposals for **RFP 2008.06.19 MEDICAL DIRECTOR**, will be received in the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, 2800 SW 72 Avenue, Miami, Florida on or before **2:00 p.m., Thursday, July 24, 2008**. Proposals will be opened promptly thereafter. One (1) original proposal and three (3) complete copies must be signed and submitted in a sealed envelope and clearly marked: **MEDICAL DIRECTOR, RFP 2008-06-19**.

A Mandatory Pre-Proposal conference will be held in the City of Coral Gables, Office of the Chief Procurement Officer at **11:00 a.m. on Monday, July 7, 2008**, located at 2800 SW 72 Avenue, Miami, FL. Please be punctual, since late arrivals will not be admitted. Selected proposers will be asked to conduct a brief presentation to begin at **10:00 a.m. Thursday, July 31, 2008**.

Request for Proposal packages may be picked up at the Office of the Chief Procurement Officer/Finance Department, or requested by phone (305) 460-5103, fax (305) 261-1601, or e-mail [contracts@coralgables.com](mailto:contracts@coralgables.com). Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, Procurement Division, 2800 SW 72 Avenue, Miami, Florida.

The City of Coral Gables will not accept and will in no way be responsible for any proposals received after the deadline of **2:00 p.m. Thursday, July 24, 2008**. Verbal or electronic (e-mailed) proposals are not acceptable.

Award of Proposal will only be made to highest ranked Proposer based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to consider other conditions which may be in the best interests of the City.

Proposal prices must be firm for a minimum of ninety (90) days. Escalation clauses of any kind are not acceptable. The City reserves the right to cancel this Request for Proposal at any time prior to opening, reject any and/or all proposals, and waive any technicalities, irregularities or any other minor variations.



WALTER FOEMAN  
CITY CLERK

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT (A.D.A.), ANY PERSON REQUIRING SPECIAL ACCOMODATIONS FOR PARTICIPATION IN THE MEETING DUE TO A DISABILITY, SHOULD CONTACT ALBERTO DELGADO, PUBLIC WORKS DIRECTOR, (305) 460-5001, WITH ANY REQUESTS FOR AUXILIARY AID OR SERVICE, NO LESS THAN THREE WORKING DAYS PRIOR TO THE MEETING.

## **1.17 CONTRACT ADMINISTRATOR**

The Contract Administrator for this Contract shall be:

City of Coral Gables  
Procurement Division  
2800 S.W. 72<sup>nd</sup> Avenue  
Miami, FL 33155

## **1.18 SCHEDULE OF EVENTS**

**Mandatory Pre-proposal Conference (\*)** 11:00 AM, Monday, July 7, 2008  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, Florida  
305-460-5102

**(\*)Please be punctual, meeting will commence promptly at 11:00 a.m. and late arrivals will not be admitted.**

**Deadline for Written Questions:** 5:00 PM, Thursday, July 10, 2008

**Response to Questions due to Proposers:** 5:00 PM, Thursday, July 17, 2008

**Proposal Opening:** 2:00 PM, Thursday, July 24, 2008  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, Florida

**Selected proposers will be asked to conduct a brief presentation to the Selection Committee** 10:00 AM Thursday, July 31, 2008  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, Florida  
305-460-5102

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**We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to Proposers.**

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

\_\_\_\_\_  
**Please type or Print Name:**

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CITY OF CORAL GABLES, FL**  
**PROCUREMENT DIVISION**

**MEDICAL DIRECTOR**

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# **CITY OF CORAL GABLES, FL**

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### **MEDICAL DIRECTOR**

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**CITY OF CORAL GABLES, FL**  
**PROCUREMENT DIVISION**

**MEDICAL DIRECTOR**

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# **CITY OF CORAL GABLES, FL**

## **SECTION 1.0**

### **INSTRUCTIONS TO PROPOSER**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **1.0 INSTRUCTIONS TO PROPOSERS**

This proposed procurement is authorized by the City Commission and the City Manager of the City of Coral Gables, Florida, as an extension of the will of the citizens of Coral Gables to efficiently, effectively and economically enhance the City Beautiful. Only those parties willing and able to strive for these ideals should offer or agree to provide goods or services. We thank you for your interest in this solicitation process. The City of Coral Gables, through its Procurement Division, invites your response to provide goods or services.

**THE CONDITIONS OF THIS PROPOSAL ARE MANDATORY.** The Instructions to Proposers, the General Conditions, all Forms, the Insurance Requirements, the Special Conditions, the Scope of Work, the Proposal Response form and the Purchase Order are collectively and integrally part of the Contract between the City and the successful Proposer.

### **1.1 TERMS**

#### **1.1.1 We/Us/Our/City**

These terms refer to the City of Coral Gables, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organizations including, as the context will indicate:

***Procurement Division;*** The Procurement Division includes its Chief Procurement Officer and staff of professional buyers.

***Department/s;*** The City Department/s and/or offices for which this solicitation is prepared, which will be end user/s of the goods and/or services sought.

***Authorized Representative;*** The user Department's contact/s for interaction regarding contract administration.

#### **1.1.2 You/Your**

The terms refer generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates, officers, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a contractor will have upon award of the Contract.

***Proposer:*** Any business entity submitting a Response to this Solicitation.

***Successful Proposer:*** The Proposer whose response to this Solicitation is deemed to be the most advantageous to the City. A Contractor will be approved for award by the City Commission, and a Contract will be executed for the provision of the goods and/or services specified in the RFP and a Purchase order will be issued.

#### **1.1.3 Request for Proposal (RFP)**

A Solicitation of formal sealed proposal, this entire document, including attachments. The kind of information this RFP seeks is indicated by the title appearing at the top of the first page. A "Request for Proposal" (RFP) is normally used when we will consider solutions which may vary significantly from each other or from initial expectations, and/or where the award is not based solely on price.

#### **1.1.4 Proposal**

The written, sealed document submitted by the Proposer according to the RFP instructions. A response to this RFP shall not include any verbal interaction with the City apart from submittal of a formal written proposal.

#### **1.2 CLARIFICATION**

Questions regarding this RFP should be directed in writing, preferably by fax, to the Chief Procurement Officer specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

#### **1.1.4 Written Addenda**

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all known prospective Proposers. If necessary, a new proposal opening date may be established by addendum.

#### **1.3 COST OF PREPARATION**

The City will not be responsible for any expenses incurred by Proposers for preparation of Proposal related to this procurement, or for conduct of any negotiations related to potential award of Contract.

#### **1.4 EXAMINATION OF DOCUMENTS**

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification at the pre-proposal conference, or by written request to the Chief Procurement Officer. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum, mailed to all parties recorded by the City's Chief Procurement Officer as having received the Proposal Documents. No person is authorized to give oral interpretations of, or make oral changes to the proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made.

#### **1.5 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, proposals must be submitted on Proposal forms as provided by the City. This request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Response form. Copies may be obtained from the Procurement Division, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, FL 33155 or by emailing contracts@coralgables.com. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Proposal with three (3) copies must be submitted to the Procurement Division, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date. Proposals received after that time will not be accepted. It will be the sole responsibility of the Proposer to deliver their proposal to the Chief Procurement Officer's office on or before the closing hour and date indicated. Proposals shall be submitted in a sealed envelope clearly marked on the exterior "**MEDICAL**

**DIRECTOR RFP 2008-06-19**" and shall state the name and address of the Proposer and shall be accompanied by any other required documents. No responsibility will be attached to the Procurement office for the premature opening of a Proposal not properly addressed and identified. **All Proposals submitted become the exclusive property of the City of Coral Gables.**

### **1.6 PUBLIC RECORDS**

Upon award recommendation or ten (10) days after the Proposal opening, whichever is earlier, any material submitted in response to this Request for Proposal will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposal by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

### **1.7 COPIES REQUIRED**

Each Proposer is required to submit **one (1) original and three (3) complete copies** of the Proposal Response. The City will not be responsible for any expense incurred by Proposer in preparing and submitting the Proposal. **Sealed proposals must be clearly marked with the following information indicated on the outside of the RFP envelope/package: 'MEDICAL DIRECTOR – RFP 2008-06-19'.** Proposals shall be submitted **no later than 2:00 PM, Thursday, July 24, 2008** and be addressed and delivered to:

City of Coral Gables  
Procurement Division  
**MEDICAL DIRECTOR**  
**RFP 2008-06-19**  
2800 SW 72<sup>nd</sup> Avenue  
Miami, Florida 33155

**ALL PROPOSALS MUST BE SUBMITTED ON OR BEFORE THE ABOVE PROPOSAL OPENING DATE AND TIME. ANY PROPOSALS RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.**

### **1.8 WITHDRAWAL OF PROPOSAL**

A Proposer may, without prejudice, withdraw, modify or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening proposals. The original Proposal as modified by such writing will be considered as the Proposal submitted by the Proposer. No oral proposals or modifications will be considered.

### **1.9 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS**

The City reserves the right to reject any and/or all Proposals or sections thereof, and waive any 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 Proposal which in the judgment of the City will best serve the needs and interest of the City. This offering of Request for Proposals itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer. However, the contents of the offered document as well as the proposed document may be used for details of the actual agreement between the Proposer and the City of Coral Gables. Furthermore, the City reserves the right to award without further discussion.

## **1.10 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered on this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

## **1.11 INQUIRIES**

Any questions regarding this Proposal should be directed in **writing** to the Chief Procurement Officer, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, Florida, 33155 or via email to contracts@coralgables.com. Proposers requiring clarification or interpretation of the RFP shall make a written request to the City Contact person on or before the close of business on **5:00 P.M., Thursday, July 10, 2008**. The person or firm submitting the request will be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers.

## **1.12 EVALUATION CRITERIA**

The City may prepare and present a Contract to the City of Coral Gables Commission for final approval. The City reserves the right to reject any and all submittals for any reason, and reserves the right to waive any defect and accept any proposal deemed to be in the best interest of the City.

The City further reserves the right to negotiate the terms of any contract with each Proposer. The evaluation criteria's point requirements are:

CRITERIA	POINTS
<b>Experience</b>	<b>20</b>
<b>Qualifications</b>	<b>15</b>
<b>Training Experience/Contributions to EMS</b>	<b>15</b>
<b>Interview / Presentation (10 minute limit)</b>	<b>15</b>
<b>Professional Affiliations</b>	<b>10</b>
<b>History of Affiliation with Hospitals Serving the Coral Gables Community</b>	<b>10</b>
<b>Support Infrastructure</b>	<b>7.5</b>
<b>Familiarity with Radio Communications</b>	<b>7.5</b>
<b>Total</b>	<b>100</b>

## **1.13 EVALUATION OF PROPOSAL**

- (a) The Chief Procurement Officer or designated representative(s) shall review all Proposals submitted and evaluate each Proposal. 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 document. The Chief Procurement Officer or designated representative(s) will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, emergencies, cost of services, 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 personnel may inspect other facilities to verify whether the Proposer possesses adequate equipment, repair facilities and personnel to satisfy the requirements of the Proposal. The City of Coral Gables shall be the sole judge in determining Proposer qualifications.
- (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 FDLE. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

#### **1.14 METHOD OF SELECTION/SELECTION CRITERIA**

After Proposals are opened in the Procurement Division Office, proposals will be analyzed and one or more of the Proposers deemed responsible and responsive may be granted an interview; upon the completion of the review and the interviews, if any, the Chief Procurement Officer or designated representative(s) shall make a recommendation to the City Manager for City Commission approval when applicable.

#### **1.15 AWARD OF CONTRACT**

Upon approval of the City Commission, when applicable, a Contract shall be awarded to the Proposer selected as the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The terms of the contract shall be for an initial period of three (3) years with an option to renew for (1) additional two (2) year period. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer.

#### **1.16 CONTRACT EXECUTION AND TERMS**

The City and the successful Proposer shall execute a contract ("agreement") within thirty (30) days after Notification of Award, 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 Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

## **1.17 CONTRACT ADMINISTRATOR**

The Contract Administrator for this Contract shall be:

City of Coral Gables  
Procurement Division  
2800 S.W. 72<sup>nd</sup> Avenue  
Miami, FL 33155

## **1.18 SCHEDULE OF EVENTS**

<b>Mandatory Pre-proposal Conference (*)</b>	11:00 AM, Monday, July 7, 2008 Procurement Division 2800 SW 72 <sup>nd</sup> Avenue Miami, Florida 305-460-5102
<b>(*)Please be punctual, meeting will commence promptly at 11:00 a.m. and late arrivals will not be admitted.</b>	
Deadline for Written Questions:	5:00 PM, Thursday, July 10, 2008
Response to Questions due to Proposers:	5:00 PM, Thursday, July 17, 2008
Proposal Opening:	2:00 PM, Thursday, July 24, 2008 Procurement Division 2800 SW 72 <sup>nd</sup> Avenue Miami, Florida
Selected proposers will be asked to conduct a brief presentation to the Selection Committee	10:00 AM Thursday, July 31, 2008 Procurement Division 2800 SW 72 <sup>nd</sup> Avenue Miami, Florida 305-460-5102

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**We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to Proposers.**

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

\_\_\_\_\_  
**Please type or Print Name:**

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# **CITY OF CORAL GABLES**

## **SECTION 2.0** **GENERAL CONDITIONS**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **2.0 GENERAL CONDITIONS**

FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR PROPOSAL.

### **2.1 EXAMINATION OF SITE**

Each Proposer is required, when applicable and prior to submitting a proposal, to visit and inspect the site and to be acquainted with the needs and requirements of the area. The mandatory pre-proposal conference is scheduled for **11:00 AM, Monday, July 7, 2008** at the Public Works Conference Room, 2800 SW 72<sup>nd</sup> Avenue, Miami, Florida.

### **2.2 INSPECTION OF IN-PROGRESS AND COMPLETED WORK**

Inspections of work in progress shall be made as often as deemed necessary by the City. Work not properly performed or at variance to the Contract provisions shall be corrected to the City's satisfaction at no additional charge.

### **2.3 PROTECTION OF CITY PROPERTY**

The Proposer shall at all times guard against damage to or loss of property of the City and shall replace or repair any loss or damage. The City may deduct charges from payments due from delinquent billings or to become due to the Contractor as it might deem necessary to insure reimbursement for loss or damage to City property caused through negligence of the Contractor or its agent. Furthermore, Proposer agrees to pay on behalf of, indemnify and hold the City of Coral Gables harmless for any and all claims, liabilities, and causes of action or incidents that may arise while, during, and as a result of Proposer activities or action while on City premises or property, including any person(s) performing under the Contract for or on Proposers behalf, provided that any suit claims liability, losses and causes of action are not attributable to the gross negligence or willful misconduct of the City, and for and against any orders, judgments or decrees, which may be entered and which may result from the Contract, unless attributable to the gross negligence or willful misconduct of the City, and from and against all costs, attorneys fees, expenses, and liabilities insured in the defense of any such claim or the investigation thereof. Proposer shall obtain insurance which provides for the hold harmless and indemnification provision contained herein.

Any damage to City property caused by the successful Proposer shall be immediately reported to the Facilities Maintenance Division Superintendent or his/her assignee either in person, via phone call at (305) 460-5178. Proposer shall be responsible for paying for any and all damages, which may be paid via a credit against monthly billing or by direct payment, as determine and accepted by the City.

### **2.4 DELIVERY TIME:**

The successful Proposer(s) shall adhere to the delivery time scheduled and agreed upon on a project to project basis. Failure to perform on a timely basis may cause the City to impose liquidated damages to the successful Proposer(s).

### **2.5 PROPOSER QUALIFICATIONS**

The City of Coral Gables intends to procure items or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Proposer shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required thereunder may constitute grounds for rejection.

The City as part of its evaluation process may conduct background investigations. Proposer's submission of Proposal constitutes acknowledgment and consent to such investigations.

The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal.
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time.
- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

At City's discretion, it may be determined that a Proposer is not "qualified", "non-responsive" and/or "not responsible". Proposal may be rejected for any of, but not limited to, the following reasons:

- (a) Evidence of collusion with other Proposers. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Proposer lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) 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.
- (e) 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.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Proposer's capability to perform the work.

## **2.6 MATERIALS AND WORKMANSHIP**

All materials used and/or delivered as a result of Award of Contract shall be new and unused, unless specifically authorized otherwise by the City. All workmanship shall be of the highest quality and shall conform to all applicable building, landscaping, and other codes and to the highest of industry standards.

## **2.7 INSURANCE**

Within ten (10) working days of Award of Contract, the successful Proposer shall furnish evidence of Insurance to the Finance Department, Procurement Division and Human Resources Department, Risk Management Division. Submitted evidence of coverage shall demonstrate strict compliance with all requirements listed herein. Under no circumstances shall a contractor start work until the City has been supplied certified copies of all insurance policies and performance bond and payment bond, if required. (See Section 4 "Insurance" for more information).

## **2.8 HOLD HARMLESS AND INDEMNIFICATION**

The successful Proposer shall fully indemnify, defend and save harmless the City, its agent officers and employees, from any and all claims, losses, suits, actions, damages or causes of action for any personal injury, loss of life, or damage to property which may arise as a result of the services or products provided through this contract, and shall indemnify City from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim and investigations thereof. Contractor shall obtain insurance that shall satisfy the requirements of this section and shall provide certified copies of Insurance policies with the provisions of this document upon Award of Contract. (See Section 4.0 "Insurance")

## **2.9 TAXES**

The City is exempt from Federal Excise and State Sales Tax. Vendors or Contractors doing business with the City shall not be exempt from paying sales tax to suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use City Tax Exemption Number in securing such materials.

## **2.10 OCCUPATIONAL LICENSE REQUIREMENT**

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables and is submitting a Proposal response under this solicitation shall meet the City's Occupational License Tax Requirements in accordance with Chapter 331.1, Article I of the City of Coral Gables.

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.

## **2.11 NON-COLLUSION AFFIDAVIT**

Each Proposer shall complete the Non-Collusion Affidavit form and shall submit the executed form with the Proposal. City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause of rejection of the Proposal. (See Section 3.0 – Forms)

## **2.12 ONE PROPOSAL**

If it is found that a Proposer has submitted proposals under various corporate entities, all Proposals submitted by the Proposer shall be rejected.

## **2.13 AMERICANS WITH DISABILITIES**

As part of any Proposal, each vendor must submit an executed Americans with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et seq. (See Section 3.0 – Forms)

## **2.14 COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY**

The Proposer shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Proposer has agreed to undertake through the covenants, and provisions set forth in this Contract.

## **2.15 CONFLICT OF INTEREST/CODE OF ETHICS**

The Award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes, and the Miami-Dade County Conflict of Interest and Code of Ethics Chapter 2, 2-11 et seq. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an official, employee, member of any board or committee, or relative thereof, of the City or any of its agencies. Further, all Proposers, must disclose the name of any official, employee, member of any board or committee, or relative thereof, of the City who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's firm or any of its branches or affiliate companies.

### **F.S. Chapter 112 and Miami-Dade County Conflict of Interest and Code of Ethics**

Proposer acknowledges that any violation of either the State Conflict of Interest Laws, F.S. Section 112, or of the Miami-Dade Conflict of Interest or Code of Ethics, Chapter 2, Section 2-11 may result in, among other penalties, the Contract being declared void.

Proposers, by acceptance of this order, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Coral Gables is financially interested, directly or indirectly in the purchase of goods or services specified in this Request for Proposal. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City by filing notice with the City Clerk in a State/County approved form.

- Complete chapter on Conflict of Interest and Code of Ethics on page # 22

## **2.16 PROVISION FOR ACCESS TO RECORDS**

The Proposer shall keep and maintain financial, invoices, and employment records pertaining to the contractual obligation between the Parties for pre-audit and post-audit purposes for a period of three (3) years following the completion of all projects, work, or until all claims and audit finding involving these records have been received, whichever is later. The City, the Florida Department of State or any duly authorized representative shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcription.

## **2.17 PROVISION FOR COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT**

The Proposer and all subcontractors shall comply with the Copeland “Anti-Kickback” Act 18 U.S.C 874 as per the requirements noted in Special Provisions Section 1600, Paragraph 1.16.”

## **2.18 COMPLIANCE WITH CITY, COUNTY, STATE AND FEDERAL LAW**

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 United States government now in force or hereafter to be adopted.

## **2.19 PUBLIC ENTITY CRIME FORM**

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 contractor, 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. (See Section 3.0 "Forms")

## **2.20 NON-DISCRIMINATION**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

In connection with the conduct of its business, including rendition of services and employment of personnel, Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

**2.21 BID BOND/BID DEPOSIT** - Not Applicable.

**2.22 PERFORMANCE BOND AND REQUIREMENTS** - Not Applicable

**2.23 SURETY BOND QUALIFICATIONS** - Not Applicable

## **2.24 ACCEPTANCE OF GOODS**

Any good(s) delivered under this RFP shall remain the property of the seller until a physical inspection and actual usage of the goods is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

## **2.25 ACCEPTANCE/REJECTION**

The City of Coral Gables reserves the right to accept or reject any or all Proposals or to select Bidder(s), who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. It also reserves the right to reject the Proposal of any contractor who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform properly under the RFP. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, re-advertise the RFP.

## **2.26 ANTITRUST PROVISION**

At such times as may serve its best interest, the City of Coral Gables reserves the right to advertise for, receive and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/or services as may be available.

## **2.27 ASSIGNMENT OF CONTRACT**

The successful Proposer shall not assign or subcontract, at any time during the term of the Contract, any part of the operations, or assign any portion or part of the Contract, except under and by virtue of written permission granted by the City.

## **2.28 AUDIT RIGHTS AND RECORDS RETENTION**

The successful Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Proposer shall maintain and retain any and all of the aforementioned records for three (3) years after the City makes final payment and all other pending matters are closed.

## **2.29 BRAND NAMES**

If and wherever in the specifications' brand names, makes, names of any manufacturers, trade names, or bidder catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When proposing an approved equal, Proposer will submit, with proposal, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be furnished after the date of Proposal opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than four (4) calendar days after a formal request is made.

## **2.30 CAPITAL EXPENDITURES**

Successful Proposer understands that any capital expenditures that the Proposer makes, or prepares to make, in order to perform the services required by the City of Coral Gables, is a business risk which the Proposer must assume. The City of Coral Gables will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Proposer. If Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Coral Gables.

## **2.31 CANCELLATION**

The City, by written notice, may terminate in whole or part any Contract resulting from this invitation, 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 RFP if the Contractor has been found to have failed to perform his/her services in a manner satisfactory to the City. If the City elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

## **2.32 COMPLIANCE WITH ORDERS AND LAWS**

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

**Executive Order 11246**, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

**Occupational, Safety and Health Act (OSHA)**

**The State of Florida Statutes Section 287.133(3) (A) on Public Entity Crimes.**

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statues, Chapter 672)**

**Americans with Disabilities Act of 1990**, as amended.

**National Institute of Occupational Safety Hazzards (NIOSH)**

**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation – Rule 14-90, Florida Admin. Code**

**U.S. Department of Transportation**

**City Ordinance No. 2006-17**

**Conflict of Interest and Code of Ethics Ordinance No. 2004-49**

**Cone of Silence, City Provision Code, Sec 2-1059**

**The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contracts(s).

Copy of City Ordinances may be obtained from the City Clerk's Office

## **2.33 COPYRIGHT OR PATENT RIGHTS**

Proposers warrant that there has been no violation of copyright or patent rights in manufacturing producing, or selling the goods shipped or ordered as a result of this RFP, and agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

## **2.34 CONE OF SILENCE**

Per Article X of the City of Coral Gables Procurement Code a "Cone of Silence" is defined to mean a prohibition on: any communication regarding a particular Request for Proposals ("RFP"), Request for Qualifications ("RFQ"), Invitations for Bids ("IFB") or any other advertised solicitation between a potential, offeror, vendor, service provider, bidder, lobbyist, or consultant and City professional staff, selection committee or evaluation committee members; and any communication regarding a particular RFP, RFQ, IFB or any other advertised solicitation between the City Commissioners or respective staffs and any member of the City's professional staff, selection committee, or evaluation committee members.

- **Complete chapter on Cone of Silence on page # 20**

## **2.35 PROTEST PROCEDURES**

### **Protest of Solicitations:**

Per Article VI of the City of Coral Gables Procurement Code, any actual or perspective bidder or offeror who perceives itself aggrieved in connection with a solicitation of a contract may file a written protest with the City Clerk within five (5) business days prior to the date set for opening of bids or receipts of proposals.

Protest of Award; Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the City Clerk. The protest shall be filed within three (3) business days after such aggrieved person knows or should have known of the facts giving rise thereto.

Filing Fees; Within three (3) business days after filing the written protest, the protestor must submit to the City Clerk a filing fee in the form of Money Order or Cashier's Check payable to the City of Coral Gables, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00 whichever is less.

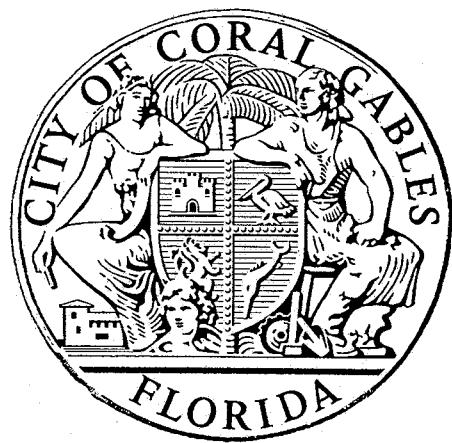
- **Complete chapter on Formal Solicitations Protest Procedures on page # 30**

We/I, the undersigned do hereby state that we/I have read and understand all the General Conditions stated above.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

Please type or Print Name:

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_



## **CITY OF CORAL GABLES**

### **SECTION 3.0** **FORMS**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into

a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

[attach a copy of the final order]

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

---

[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed, typed, or stamped  
commissioned name of notary public)

## CONE OF SILENCE

Sec. 2-1059. Cone of Silence, contracts for the provision of goods and service

(a) *Purpose and intent:* The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the city. It is the intent of this article to prevent potential vendors, bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed. It is further the intent of this ordinance that commissioners communicate with only the city manager or city attorney during the time the cone of silence is imposed, unless the provisions of this section are waived by the city commission on a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitations for bids ("IFB").

(b) Cone of Silence is defined to mean a prohibition on:

- (1) 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;
- (2) 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, their staff, selection committee or evaluation committee members.

(c) *Applicability:*

- (1) The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
- (2) The cone of silence shall not apply to informal bids as defined in the procurement code; emergency purchases of supplies, services or construction; any communications with the city attorney; duly noticed pre-bid or pre-proposal conferences; duly noticed site visits; inquiries to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process; written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation; sole source procurements; bid waivers; oral presentations during duly noticed meetings; competitive negotiations; public presentations made to the city commission during any duly noticed public meeting; contract negotiations and electronic commerce.

(d) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, and the city attorney.

(e) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney, and potential offerors, vendors, service providers, lobbyists, or consultants.

(f) After the selection committee has submitted its written recommendations to the city manager, the city manager or assistant city manager may communicate with the chairperson of the committee on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager with the city clerk, and be included in any recommendation submitted by the city manager to the city commission.

(g) *Procedure*

- (1) *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. At the time of imposition of the cone of silence, the city manager, or designee shall provide for public notice of the cone of silence and shall advise the affected department (s) in writing. Any public solicitation for supplies, services, or construction shall include a statement disclosing the requirements of this article.

(2) *Termination:* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.

(h) *Penalties:* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this article by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of 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.

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Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:

TITLE:

Please sign and type or Print Name:

COMPANY:

DATE:

## CONFLICT OF INTEREST AND CODE OF ETHICS

### **Sec. 2-222. Designation**

This article shall be designated and known as the "City of Coral Gables Conflict of Interest and Code of Ethics Ordinance". This article shall be applicable to all city personnel as defined below, and shall constitute a standard of ethical conduct and behavior for all autonomous personnel, quasijudicial personnel, advisory personnel, and departmental personnel. The provisions of this article shall be applied in a cumulative manner.

### **Sec. 2-223. Declaration of policy**

Our government is a representative democracy. Those who are elected, appointed, hired, and volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The city adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials, and employees.

### **Sec. 2-224. Purposes of article**

The purpose of this article is to:

- (1) State principles of ethics that are to be applied to municipal public servants, beyond those required by the state and this article;
- (2) Inform public servants and the public of the minimum standards to which public servants and vendors must adhere;
- (3) Promote public confidence in the integrity of public servants;
- (4) Encourage members of the public to seek public office or employment, to serve on public boards, to assist public servants as volunteers and to take pride in participating in the governmental process;
- (5) Establish certain fair campaign practices; and
- (6) Establish penalties, as appropriate, for public servants who violate the public trust.

### **Sec. 2-225. Definitions**

For the purposes of this article, the following terms, phrases and words shall have the meanings given herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given the meaning provided under either the county ethics ordinances or state ethics statutes and if no meaning is provided, then their common and ordinary meaning unless the context suggests otherwise.

*Advisory personnel* means the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission such as the landscape beautification advisory board, library advisory board, traffic advisor board, board of adjustment, planning and zoning board and parks and recreation advisory board.

*Autonomous personnel* mean the members of autonomous authorities, boards, and agencies, such as the code enforcement board, the retirement board and the construction regulation board.

*Benefit* means anything:

- (1) Having a monetary value in excess of \$100.00;
- (2) Regardless of its monetary value, perceived or intended by either the one who offers it or the one to whom it is offered to be sufficient in value to influence a public servant in the performance or nonperformance of an official action; or
- (3) Regardless of its monetary value, which, under the circumstances, a reasonably prudent person in the position of the public servant to whom the thing is or may be offered would recognize as being likely to be intended to influence the public servant in the performance or nonperformance of an official actions.

The term "benefit" includes, but is not limited to, a valuable act, advance, award, contract, compensation, contribution, deposit, emolument, employment, favor, fee, forbearance, fringe benefit, privilege, promise, reward, remuneration, service, subscription, or the promise that any of these things will be conferred in the future.

*Candidate* means an individual who is a candidate for elective municipal office, as defined in the city Charter, or an applicant for an appointive municipal position.

*Commissioners* mean the mayor and the members of the city commission.

*Compensation* means to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.

*Contribution* is:

- (1) A gift, subscription, conveyance, deposit, loan, payment, or distribution of money or anything of value, including contributions in kind having an attributable monetary value.
- (2) A transfer of funds between political committees, between committees of continuous existence, or between a political committee and a committee of continuous existence.
- (3) The payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to a candidate or political committee without charge to the candidate or committee for such services.
- (4) The transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest-bearing account or certificate of deposit, and the term includes any interest earned on such account or certificate.

*Controlling financial interest* means ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.

*Departmental personnel* means the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.

*Employees* means all persons, other than an elected public officer, employed and paid a salary to work for the city, whether full-time, part-time, or on a contract basis, and all volunteers notwithstanding the fact that they are unpaid. This article shall apply to independent contractors who perform services for the city as contract inspectors.

*Immediate family* means the spouse, parents, children, brothers and sisters of the person involved.

*Quasijudicial personnel* means the members of the encroachment committee, planning and zoning board, the board of adjustment, the code enforcement board and such other individuals, boards and agencies of the city as perform quasijudicial functions.

*Transact any business* means the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

*Vendor* means a person whether individually or through a corporation, who transacts business with the city, or has been approved by the city commission to transact business with the city, or is listed on the city manager, procurement department, or other city department's approved vendor list.

## Sec. 2-226. Gifts.

(a) *Gift defined.* The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item, or promise, or in any other form, without adequate and lawful consideration.

(b) *Exceptions.* The provisions of subsection (a) of this section shall not apply to:

- (1) Political contributions specifically authorized by state law;
- (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;

- (3) Awards for professional or civic achievement;
- (4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature.

(c) *Prohibitions.* A person described in section 2-225 shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give, or agree to give to any person included in the terms defined in section 2-225, to accept or agree to accept from another person or entity, any gift for or because of:

- (1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- (2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- (3) A legal duty violated or to be violated, or which could be violated by any person included in the term defined in section 2-225; or
- (4) Attendance or absence from a public meeting at which official action is to be taken.

(d) *Disclosure.* All advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, immediate family, and quasijudicial personnel shall disclose any gift, or series of gifts from any person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by F.S. ch. 112 for "local officers" with the city clerk simultaneously with the filing of the form with the city clerk, the county clerk, and the secretary of state.

**Sec. 2-227. Exploitation of official position prohibited.**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the city commission.

**Sec. 2-228. Prohibition on use of confidential information**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

**Sec. 2-229. Conflicting employment prohibited.**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept other employment, which would impair independence of judgment in the performance of any public duties.

**Sec. 2-230. Prohibition on outside employment**

- (a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:
  - (1) *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
  - (2) *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subsection (a)(3) of this section is obtained.
  - (3) *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head or the city manager where the employee is a department head who shall maintain a complete record of such employment.

(b) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk no later than 12:00 noon on July 1 of each year. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

**Sec. 2-231. Prohibited investments**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel or through a member of their immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

**Sec. 2-232. Certain appearances and payment prohibited.**

(a) No commissioner, departmental personnel, or employees shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(b) No advisory personnel, autonomous personnel or quasijudicial personnel shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a thirdparty that has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question. However, this section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application.

(c) No advisory personnel, autonomous personnel or quasijudicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the city commission to testify as an affected party.

**Sec. 2-233. Actions prohibited when financial interests involved.**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

**Sec. 2-234. Acquiring financial interests**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

### **Sec. 2-235. Recommending professional services**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

### **Sec. 2-236. Continuing application after city service**

- (a) No commissioner, departmental personnel or employees shall, for a period of two years after his city service or employment has ceased, lobby any city official (meaning advisory personnel, autonomous personnel, commissioner, departmental personnel, employees, or quasijudicial personnel), in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after their service has ceased.
- (b) The provisions of subsection (a) of this section shall not apply to persons who become employed by governmental entities, 501(c)(3) nonprofit entities, educational institutions or entities, and who lobby on behalf of those entities in their official capacities.
- (c) The provisions of this subsection shall apply to all persons described in subsection (a) of this section whose city service or employment ceased after the effective date of the ordinance from which this article is derived.

### **Sec. 2-237. City attorney to render opinions on request**

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, or quasijudicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the city is in doubt as to the applicability of the article, that person may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission.

### **Sec. 2-238. Proceedings by the county commission on ethics and the state commission on ethics**

Upon the request by the city, the county commission on ethics and the state commission on ethics may abate proceedings on any complaint, which is filed by the same complainant against the same respondent, and involving substantially identical facts, until the city completes its proceedings on the complaint. The ethics commission may also refer complaints to the city for review of any violation filed with the ethics commission. The city shall promptly notify the county commission on ethics and the state commission on ethics when it learns that a substantially identical compliant has been filed with either of those agencies and request that their proceedings be abated until the conclusion of the city's proceedings.

### **Sec. 2-239. Penalties and personnel action**

The city manager may take personnel action and may enter into stipulations and settlements as are just and in the best interest of the citizens of the city. Contracts awarded in violation of this article may be voided by the city commission. Any administrative or commission approval obtained may also be voided by the city commission.

### **Sec. 2-240. Fair campaign practices.**

- (a) Any person, who is the principal of a vendor to the city who contributes to the campaign of a candidate or the campaign committee of a candidate for the office of mayor or city commissioner shall file a disclosure form with the office of the city clerk within 20 days of making said contribution. The term "principal" shall encompass all individuals who meet the provisions of the term "controlling financial interest." The date of the contribution shall be the earlier of either the date of the contribution check or the date of deposit of said check in the campaign fund. The disclosure form shall require, at a minimum, the name, and address of the individual making the contribution, the name of the company which has a contract with the city, and the amount of the contribution, as well as the name of the candidate or campaign committee to whom the contribution was made.

(b) A fine of \$500.00 shall be imposed on every person that violates this prohibition, and fails to correct such violation within 20 calendar days of notification by the city clerk. Each act of soliciting, giving or receiving a contribution in violation of this subsection shall constitute a separate violation. All contributions received by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

#### **Sec. 2-241. Procedure on complaint of violation**

(a) *Legally sufficient complaint.* An investigation of an alleged violation of any ethics provisions of the city Code, by any person included in the terms defined in section 2-225, except the city commission, city manager, assistant city manager, city clerk, city attorney and their immediate family, shall be initiated upon receipt by the city manager of a written complaint which alleges the elements of a violation, is based substantially upon the personal knowledge of the complainant and signed under oath or affirmation by the complaining person, and is legally sufficient to state a possible violation of this chapter. Within five days after receipt, the city manager shall send a copy of a complaint to the alleged violator. The city attorney shall make the determination of legal sufficiency within 20 days. If the complaint is determined to be legally insufficient, the city attorney shall state the reasons for the finding in writing and report the determination to the complainant, the alleged violator, or respondent, and the city commission.

(b) *Complaints against mayor, commissioner or city officials.* A complaint against a commission member, city manager, assistant city manager, city clerk, city attorney and their immediate family shall be referred to the commission on ethics and public trust.

(c) *Prospective jurisdiction.* Any alleged violation committed before the effective date of the ordinance from which this article is derived, shall be governed by the applicable city, county, and state code of ethics ordinances, conflict of interest ordinances or lobbyist registration and reporting ordinances in effect at the time of the alleged violations.

(d) *Personnel proceeding.* Where an employee of the city of is alleged to have violated a law within the purview of this article, and based upon the same set of facts, is subject to an ongoing disciplinary action initiated by the city, the city attorney and city manager shall stay consideration of a complaint until the conclusion of the personnel proceeding.

(e) *Statute of limitations.* No action may be taken on a complaint filed more than one year after the violation is alleged to have accrued.

(f) *Termination of proceeding.* A proceeding on a complaint shall terminate in the event the respondent dies in office, leaves office for any reason or is permanently separated from employment with the city, or enters into a settlement agreement with the city manager.

(g) *Appeal and judicial review.* An aggrieved respondent may appeal an adverse finding of a violation to the city commission. Review by the city commission shall be on the record and limited to determining whether the:

- (1) Respondent was afforded procedural due process;
- (2) Findings of fact are supported by substantial competent evidence; and
- (3) Conclusions are correct as a matter of law. An aggrieved respondent must first exhaust its right to an appeal to the city commission before seeking review by the circuit court for the county. Review by the circuit court shall be pursuant to the Florida Rules of Appellate Procedure.

#### **Sec. 2-242. Applicability.**

The requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance shall not be applicable to the City of Coral Gables except as provided in the city's Code of Ethics Ordinance.

#### **Sec. 2-243. Lobbying.**

(a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Expenditure:* A payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying.

*Lobbyist:* An 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 foreseeable 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.

*Person:* Any individual, corporation, partnership or other legal entity or an agent or employee thereof.

*Principal:* The person which has employed or retained the services of a lobbyist.

(b) *Registration.* All lobbyists shall, before engaging in lobbying activities, register annually with the city clerk. Every person required to so register shall:

- (1) Register on a form prepared by the city clerk;
- (2) Pay an annual registration fee of \$150.00; and
- (3) State under oath the name and business address of the registrant; the name and business address of each principal which has employed or retained the registrant to lobby; the specific issue for which he/she has been employed or retained to lobby and the existence of any direct or indirect business association, partnership, or financial relationship with any employee of the city.

Any change to any information originally filed shall require that he/she file an amendment to the registration forms, although no additional fee shall be required for such amendment. He/she has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs.

Separate annual registration shall be required for each principal represented on each specific issue. Such issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable of a pending request for a proposal, invitation to bid, or public hearing number. No additional fee shall be required for each issue.

Each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.

The registration fees required by this section shall be deposited by the city clerk for the purpose of recording, transcribing, administration, and other costs incurred in maintaining these records for availability to the public.

The city clerk shall waive the fee requirements of this section upon a finding of financial hardship, based upon the sworn statement of the applicant.

(c) *Exceptions to registration.* The following shall not be required to register under this section:

- (1) Any public official or city staff discussing matters relevant to their official duties;
- (2) Any person who only appears in his individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct or indirect, to express support of or opposition to any item, including but not limited to those who are members of homeowner or neighborhood associations;
- (3) Any person requested to appear before the city commission, city board, committee, or any member thereof, or the city manager or city staff in a quasi-judicial proceeding or any agent, attorney, officer or employee or such person;
- (4) Any person under contract with the city who communicates with any public official or city staff regarding issues related only to the performance of their services under contract; and
- (5) Any person who has been designated and is so recognized by the city as a representative of a collective bargaining unit composed of city employees; foreign dignitary appearing in his/her official capacity; a person who owns, publishes or is employed by a newspaper, periodical, radio station, or other bone fide news media; a person who merely appears before, the mayor, city commission, city board or committee, the city manager or city staff in an individual capacity for the purpose of self-representation.

(d) *Reporting requirements.*

- (1) On October 1 of each year, lobbyists subject to the registration requirements of this section shall submit to the city clerk a signed statement under oath as provided herein listing the full name and business address of the lobbying entity; name of each of the entity's lobbyists; and all expenditures for the preceding calendar year with regard to the specific issue on which the

lobbyist has been engaged to lobby. A statement shall be filed even if there have been no expenditures during the reporting period.

(2) The city clerk shall keep a current list of registered lobbyists and the reports required under this section which shall be open to the public for inspection.

(e) *Investigation of violations and penalties.* The office of the city clerk shall submit a report to the city attorney and city commission as to those lobbyists who have failed to comply with the registration and/or the annual filing requirement of this section. The office of the city attorney shall investigate any person engaged in lobbying activities which is reported to be in violation of the registration or reporting requirements. A report of the city attorney's findings shall be provided to the city commission and to the alleged violator. If the city commission finds that a person is in violation of this section, that person may be reprimanded, suspended or prohibited from lobbying before the city commission, a city board, a city committee, or members thereof, city manager or city staff for a period not to exceed two years.

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Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

Please sign and type or Print Name:

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

## FORMAL SOLICITATIONS PROTESTS

(a) *Right to protest on formal solicitations:* The following procedures shall be used for resolution of protested formal solicitations and awards.

(b) *Protest of solicitations:* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the city clerk within five business days prior to the date set for opening of bids or receipt of proposals.

(c) *Protest of award:* Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

(d) *Authority to resolve protests:* The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city commission. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city commission for approval or disapproval thereof.

(e) *Stay of procurements during protests:* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (d) above, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

(f) *Filing fee:* Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

(g) *Entitlement to costs:* In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

(h) *Compliance with filing requirements:* Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

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Proposer must complete, sign, and enclose Formal Solicitations Protest documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Please sign and type or Print Name:

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

## VENDOR BACKGROUND INFORMATION

DATE: \_\_\_\_\_

1. Legal Name of Company: \_\_\_\_\_

2. Doing Business as: \_\_\_\_\_

3. Name of Owner: \_\_\_\_\_

4. Street Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Remittance Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

6. Telephone: \_\_\_\_\_ 7. Fax: \_\_\_\_\_

8. Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

9. Type of Organization: (circle one)

A: Private for Profit D: Corporation

B: Private-Non-Profit E: Partnership

C: Association F: Sole Proprietorship

10. Primary Business Classification:

A: Prime Contractor D: Sub-Contractor

B: Wholesaler E: Manufacturer

C: Retailer F: Services

11. Years Company has been engaged in current business: \_\_\_\_\_

12. Principal Officers:

A: Chief Executive Officer: \_\_\_\_\_

B: Chief Financial Officer: \_\_\_\_\_

C: General Manager: \_\_\_\_\_

13. Are any of the principals of this company employed by the City of Coral Gables? If so, please enter:

Name \_\_\_\_\_

Social Security # \_\_\_\_\_

14. List current licenses held: \_\_\_\_\_

A: State of Florida \_\_\_\_\_

B: Dade County Occupational License \_\_\_\_\_

C: City of Coral Gables Municipal License \_\_\_\_\_

D: Other \_\_\_\_\_

15. Federal Employer ID # \_\_\_\_\_

16. List commodities you will supply the City, (submit a line sheet if needed)

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This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

#### LICENSES

17. County or Municipal Occupational License Number (attach a copy): \_\_\_\_\_

18. Occupational License Classification: \_\_\_\_\_

19. License Expiration Date: \_\_\_\_\_

20. State License Number (attach a copy): \_\_\_\_\_

#### INSURANCE

21. Name of Insurance Carrier: \_\_\_\_\_

22. Type of Coverage: \_\_\_\_\_

23. Limits of Liability: \_\_\_\_\_

24. Coverage/Policy Dates: \_\_\_\_\_

25. Name of Insurance Agent: \_\_\_\_\_

Agent(s) telephone including area code: \_\_\_\_\_

#### EXPERIENCE

26. Number of years your organization has been in business: \_\_\_\_\_

27. Number of years experience your organization has been in operations for the type of service required by the specifications of the Proposal: \_\_\_\_\_

28. **Experience Record:** List past and/or present contracts, work, jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

**FIRM NAME/ADDRESS**

**DATE OF JOB**

**DESCRIPTION OF JOB**

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29. **References:** List references that may be contacted to ascertain experience and ability of Proposer:

NAME/FIRM	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER

30. PROVIDE ANY ADDITIONAL INFORMATION AS TO QUALIFICATIONS AND/OR EXPERIENCE, ATTACH DOCUMENTATION TO THIS FORM:

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Type Name: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Company Owner

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority \_\_\_\_\_  
(Name of individual signing)

who, after being sworn by me, affixed signature in the space provided above on this

\_\_\_\_\_ date of \_\_\_\_\_, 20 \_\_\_\_\_

commission expires: \_\_\_\_\_  
Notary Public

**CITY OF CORAL GABLES  
AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to \_\_\_\_\_  
(print name of public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES  
AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

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[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Personally known \_\_\_\_\_

or produced identification: \_\_\_\_\_ Notary Public, State of \_\_\_\_\_

\_\_\_\_\_ My Commission Expires \_\_\_\_\_  
[Type of Identification]

\_\_\_\_\_  
[Printed, typed or stamped  
commissioned name of  
Notary Public]

## CERTIFIED RESOLUTION

I, \_\_\_\_\_, duly elected Secretary of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

**IT IS HEREBY RESOLVED** that \_\_\_\_\_ (insert name), the duly elected \_\_\_\_\_ (insert title of officer) of \_\_\_\_\_ submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(SEAL) By: \_\_\_\_\_, Secretary

\_\_\_\_\_  
Name of Corporation

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and deliver  
in the presence of:

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Witness (Print Name)

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM**

**DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_**

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - (a) Maintaining, defending, or settling any proceeding.
  - (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - (c) Maintaining bank accounts.
  - (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - (e) Selling through independent contractors.
  - (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the depts.
  - (i) Transacting business in interstate commerce.
  - (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

(I)  Partnership, Joint Venture, Estate or Trust  
(II)  Sole Proprietorship or Self Employed

**NOTE:** This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
**PROPOSER'S CORRECT LEGAL NAME**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED AGENT OR PROPOSER**

## CITY OF CORAL GABLES

### PROPOSER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

#### CIRCLE ONE

SUBMITTED BY: \_\_\_\_\_

Corporation  
Partnership  
Individual  
Other

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name in which business is transacted and the address of the place of business.

The name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's: \_\_\_\_\_

d. Vice President's: \_\_\_\_\_

e. Secretary: \_\_\_\_\_

f. Treasurer: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: \_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute.
6. How many years has organization been in business under present business name?

a. Under what other former names has organization operated?

7. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

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8. Have you personally inspected the site of the proposed work?

(Y) \_\_\_\_ (N) \_\_\_\_

9. Do you have a complete set of documents, including drawings and addenda?

(Y) \_\_\_\_ (N) \_\_\_\_

10. Did you attend the Pre-Proposal Conference if any such conference was held?

(Y) \_\_\_\_ (N) \_\_\_\_

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
(Please provide the name and contact information of the entity which was involved)

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a Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact.

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12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (Governments are preferred as references.)

(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)

13. State the name of individual who will have personal supervision of the work:

\_\_\_\_\_  
Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: \_\_\_\_\_
- b. Type of Coverage: \_\_\_\_\_
- c. Limits of Liability: \_\_\_\_\_
- d. Coverage/Policy Dates: \_\_\_\_\_
- e. Name of Insurance Agent(s): \_\_\_\_\_
- f. Agent(s) telephone including area code: \_\_\_\_\_

14. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?

\_\_\_\_\_

15. Has your insurance coverage ever been cancelled for any other reason?

If so, what was the reason? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Offerer's Certification

### WHEN OFFERER IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print Name of Partnership

By: \_\_\_\_\_  
\_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
State of Registration

State of Florida  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public of the State of Florida,  
personally appeared \_\_\_\_\_ as whose name(s) is/are Subscribe  
(Name(s) of individual(s) who appeared before notary)  
to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

\_\_\_\_\_  
Personally known to me or  
Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

DID take an oath, or DID NOT take an oath

**Offerer's Certification**

**WHEN OFFERER IS A CORPORATION**

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Print Name of Corporation

Print State of Incorporation

(CORPORATE SEAL)

By: \_\_\_\_\_  
Signature of President /other Authorized Officer

Print Name of President/other Authorized Officer

ATTEST:

Address of Corporation

City/State/Zip

By: \_\_\_\_\_  
Secretary

Business Telephone Number

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

(Name of Corporate Officer(s) and Title(s))

of \_\_\_\_\_ on behalf of the Corporation.

(Name of Corporation and State of Place of Incorporation)

WITNESS my hand  
and official seal

**NOTARY PUBLIC, STATE OF FLORIDA**

**NOTARY PUBLIC  
SEAL OF OFFICE:**

(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:

(Type of Identification Produced)

**DID take an oath, or DID NOT did not take an oath**

**Offerer's Certification**

**WHEN OFFERER IS A SOLE PROPRIETORSHIP OR  
OPERATES UNDER A FICTITIOUS OR TRADE NAME**

**IN WITNESS WHEREOF**, the Offerer here to has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Print Name of Firm

By: \_\_\_\_\_  
Signature of Owner

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public of the

State of Florida, personally appeared \_\_\_\_\_

(Name(s) of individuals(s) who appeared before notary)

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand  
and official seal

**NOTARY PUBLIC, STATE OF FLORIDA**

**NOTARY PUBLIC  
SEAL OF OFFICE:**

(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:

(Type of Identification Produced)

**DID** take an oath, or **DID NOT** did not take an oath

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

)ss.

County of \_\_\_\_\_

being first duly sworn,

deposes

and says that:

(1) Affiant is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;

(2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**City of Coral Gables**  
**Vendor Performance Evaluation**

Date: \_\_\_\_\_ Department / Division: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Resolution No.: \_\_\_\_\_ Resolution Date: \_\_\_\_\_

Good: \_\_\_\_\_ Services: \_\_\_\_\_ P.O. #: \_\_\_\_\_ Amount \$: \_\_\_\_\_

Contract Date: \_\_\_\_\_ Term of Contract: \_\_\_\_\_

Additional information: \_\_\_\_\_

For the past three months the goods and/or services provided have been:

Excellent: \_\_\_\_\_ Satisfactory: \_\_\_\_\_ Needs Improvement: \_\_\_\_\_ Unsatisfactory: \_\_\_\_\_

If goods and/or services need improvement or are unsatisfactory, please explain:

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If applicable, please check your request to extend or not extend this contract: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Evaluated by: \_\_\_\_\_  
Name and Title \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
Name and Title \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

COMMENTS: Do you have recommendations on how to improve this contract? YES: \_\_\_\_\_ NO: \_\_\_\_\_

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## **DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_  
does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, Employee Assistance Programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee a copy of the statement specified in subsection (1) that are engaged in providing the commodities or contractual services that are proposed.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are proposed, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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Proposer's Signature

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Date

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.

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Signature

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ and whose name(s) is/are subscribes to  
(Name(s) of individual(s) who appeared before notary)  
the within instrument, and acknowledge it's execution.

---

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

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(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:

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(Type of Identification Produced)

**CITY OF CORAL GABLES  
LOBBYIST – ISSUE APPLICATION**

**HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?**

**CITY OFFICIALS:** Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

**FOR THIS PURPOSE:** To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

**TIME PERIOD:** During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

**IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.**

Your Name: (Print) \_\_\_\_\_ **LOBBYIST**

Your Business Name: (Print) \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Client you are representing on this issue:

Name of Client: (Print) \_\_\_\_\_

Client's Address: \_\_\_\_\_

Name of Corporation, Partnership, or Trust: (Print) \_\_\_\_\_

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print) \_\_\_\_\_

**ISSUE:** Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

**ISSUE FEE:** You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a specific issue.

**ADDITIONAL CLIENTS:** You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

I \_\_\_\_\_ hereby swear or affirm under penalty of  
**Print Name of Lobbyist**  
perjury that all the facts contained in this Application are true and that I am aware that these  
requirements are in compliance with the provisions of Dade  
County Code Sec. 2-11.1(s) governing Lobbying.

Date: \_\_\_\_\_ Signature of Lobbyist

\$125.00 Appearance Fee Paid: Received by

Fees Waived for Not for Profit Organization (documentary proof attached)

Additional Client Application Attached:

**CITY OF CORAL GABLES  
LOBBYIST  
BIENNIAL REGISTRATION APPLICATION**

**HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?**

**CITY OFFICIALS:** Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

**FOR THIS PURPOSE:** To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

**TIME PERIOD:** During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

**IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.**

Name: (Print) \_\_\_\_\_ **LOBBYIST**

Business Name: (Print)

Business Telephone Number:

Business Address:

State the extent of any business or professional relationship with any current member of the City Commission.

**PRINCIPALS REPRESENTED:** List here all principals currently represented by you, including address and telephone number:

**ANNUAL REPORT:** On July 1<sup>st</sup> of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

**ISSUE FEE:** You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

**NOTICE OF WITHDRAWAL:** If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

**BIENNIAL LOBBYIST REGISTRATION FEE:** This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I \_\_\_\_\_ hereby swear or affirm under penalty of  
(Print Name of Lobbyist)  
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)  
governing Lobbying and that all of the facts contained in this Registration  
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist  
Registration Fee on or before October 1, 2000 and on or before October 1,  
of each even-numbered year thereafter, if I continue as an active Lobbyist in  
the City of Coral Gables.

\_\_\_\_\_  
Signature of Lobbyist

STATE OF FLORIDA      )  
                            }  
COUNTY OF DADE      )

BEFORE ME personally appeared \_\_\_\_\_ to me well known and known to me to be the  
person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_  
executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this \_\_\_\_\_.

\_\_\_\_\_  
Personally Known

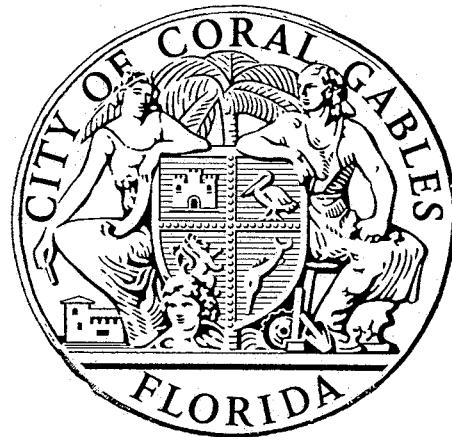
\_\_\_\_\_  
Produced ID

\_\_\_\_\_  
Notary Public  
State of Florida

\$500.00 Fee Paid \_\_\_\_\_

Received By \_\_\_\_\_

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) \_\_\_\_\_



## **CITY OF CORAL GABLES**

### **SECTION 4.0** **INSURANCE REQUIREMENTS, HOLD HARMLESS AND INDEMNIFICATION**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **4.0 INSURANCE REQUIREMENTS, HOLD HARMLESS AND INDEMNIFICATION**

Proposer shall pay on behalf of, indemnify and save the City and its officials including employees, harmless from and against all claims, liabilities, losses, fines, damages and causes of action, which may arise out of Proposer's performance under the provisions of the Contract, including all acts or omissions on the part of the Proposer, including any person performing under the Contract for or on Proposer's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the gross negligence or willful misconduct of the City and, for and against any orders, judgments or decrees, which may be entered and which may result from the Contract, unless attributable to the negligence or misconduct of the City and, from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

### **INSURANCE**

Prior to Award and in any event prior to commencing work, the Contractor shall procure, and provide the City with certified copies of all insurance policies providing coverage as required herein. The Contractor 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 submit to the City's Risk Management Division, Human Resources Department. The limits of coverage of insurance required shall not be less than the following:

#### **4.1 Professional Liability Insurance**

Insurance for professional liability coverage in an amount not less than \$250,000 per claim, with a minimum annual aggregate of not less than \$750,000 from an authorized insurer as defined under s. 624.09, from a surplus lines insurer as defined under s. 626.914(2), from a risk retention group as defined under s. 627.942, from the Joint Underwriting Association established under s. 627.351(4), or through a plan of self-insurance as provided in s. 627.357.

#### **4.2 Worker's Compensation Insurance**

Worker's Compensation for all employees of the Proposer including the Florida Statutory required limits of liability required for Employer's Liability coverage. For work that is contracted by Proposer to a Contractor, the Proposer shall require the Contractor to provide Worker's Compensation insurance of all of the Contractor's and sub-contractor's employees.

#### **4.3 Automobile Liability**

Automobile insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$250,000 per person and \$500,000 per claim or a combined single limit (CSL) of \$500,000 for bodily injury and property damage liability.

**City of Coral Gables must be shown as an Additional Insured on a primary and non-contributory basis with respect to this coverage when applicable.**

**ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL GABLES IS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THIS CONTRACT.** Insurance companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision of

endorsement that coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) days advance written notice has been given to City by receipted delivery.

Certificate Holder should read and Notice of Cancellation should be addressed to:

City of Coral Gables  
Risk Management Division  
2801 Salzedo Street, 2<sup>nd</sup> Floor  
Coral Gables, Florida 33134

**All policies shall contain waiver of subrogation against City of Coral Gables where applicable, shall expressly provide that such policy or policies are primary over and other collective insurance that City may have.**

1. The required insurance coverage shall be issued by an insurance company duly authorized and license to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

All insurance policies required shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than class "VI" as to financial strength, by the latest edition of Best Key Rating Insurance Guide or other acceptable reference.

2. The City, at its option, may allow a Contractor to be self-insured for one or more lines of coverage. In such instances, the Contractor shall demonstrate to the Risk Management Division of the City that it has adequate financial resources to defend and cover claims in the amounts and categories as required by the Risk Management Division of the City.

Said policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

**Compliance with the foregoing requirements shall not relieve the Proposer of liability and obligation under this section or under any other section of this Contract.**

The Proposer shall be responsible for assuring that the insurance certificates and endorsements required in conjunction with this section remain in force for the duration of the contractual period, including any and all renewal option terms that may be granted to the Proposer.

If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the City of Coral Gables at a minimum of ten (10) calendar days in advance of such expiration.

3. The City shall have the authority to increase or decrease the policy limits set forth above upon sixty (60) days written notice to the Contractor. Within sixty (60) days from receipt of a notice to increase its policy limits, the Contractor shall submit to the City proof of such increased coverage.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City may:

- (a) Suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Request for Proposal, and
- (b) At its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Proposer in conjunction with the General Terms and Conditions of the Invitation to Request for Proposal.

4. An insurance policy obtained in compliance with the Contract is subject to the approval of the City.
5. The City may require the policy to be changed to reflect changing liability limits. Contractor shall immediately advise the City of actual or potential litigation that may develop that would affect insurance coverage related to a municipal contract.
6. An insurer has no right of recovery against the City. The required insurance policies shall protect the Contractor and the City. The insurance shall be primary coverage for losses covered by the policies.
7. The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees to no recourse against City for payment or assessments in any form on any policy of insurance.
8. The Contractor shall provide proof to the City of compliance with this section no later than thirty (30) days from the date of the Commission resolution approving the Award of Contract. Failure to provide the City with proof of insurance within the prescribed time period will render the contract null and void without further action by the City.

As between City and the Proposer, any types or amounts of insurance obtained by Proposer for the purpose herein, Proposer shall not sever or limit its obligation to City as provided in the Agreement.

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**Proposer must complete, sign, and enclose Insurance Requirements, to ensure the proper intent to comply. Failure to complete, sign and return this form may disqualify your response.**

SIGNED:

TITLE:

Please sign and type or Print Name:

COMPANY:

DATE:

## **CITY OF CORAL GABLES MINIMUM INSURANCE REQUIREMENTS**

Pursuant to the City of Coral Gables Code, Chapter 2 - Administration, Sec. 2-1007 Insurance requirement, regulations shall be promulgated requiring the contractor and all subcontractors provide adequate insurance coverage for the duration of the contract. The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured. The Contractor 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 Human Resources Department for review and approval. The type of coverage required shall not be less than the following:

### **4.5 Insurer Requirements**

The Contractor and/or Vendor 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.

### **4.6 Type of Coverage & Limit of Liability Required**

- a. Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor 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:

4.6.01 Workers' Compensation - Coverage A  
-Statutory Limits (State or Federal Act)

4.6.02 Employers' Liability - Coverage B  
- Statutory Limits (State or Federal Act)

- b. Professional Liability Insurance**

4.6.03 Each Occurrence Limit - \$250,000  
4.6.04 General Aggregate Limit - \$750,000

- c. 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:

4.6.05 Owned Autos - Combined Single Limit (CSL) \$500,000  
Or \$250,000/\$500,000 (per person/accident)

4.6.06 Hired Autos & Non-owned Autos - Combined Single Limit (CSL) \$500,000  
Or \$250,000/\$500,000 (per person/accident)

**d. Property Insurance** is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

#### **4.7 Minimum Required Form of Coverage (shall be at least as broad as):**

**a. Workers Compensation**

The standard form approved by the State of Jurisdiction

**b. Professional Liability**

Coverage form must be approved by the Risk Management Division.

**c. Auto Liability**

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

**d. Property Insurance**

As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 - Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

#### **4.8 Required Endorsements**

**a. Special Municipality Endorsement for the City of Coral Gables**

**b. Or the following endorsements, if applicable with City approved language**

4.481 Additional Insured

4.8.2 Waiver of Subrogation

4.8.3 Thirty (30) Day Notice of cancellation or non-renewal

Notice must be addressed as follows:

CITY OF CORAL GABLES  
RISK MANAGEMENT DIVISION  
2801 SALZEDO STREET, SECOND FLOOR  
CORAL GABLES, FL 33134

4.8.4 Primary & Non-contributory

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

4.8.6 The City of Coral Gables shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

#### **4.9 Verification of Coverage**

**a. Certificate of Insurance acceptable to the City of Coral Gables Risk Management Division or City Attorney's Office. All of the provisions above must be met and evidenced on the certificate of**

insurance and copies of all endorsements must be received by the Risk Management Department within 30 days of the issue date of the certificate of insurance.

- 4.9.1 The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 4.9.2 The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.9.3 The city reserves the right to require additional insurance requirements at any time during the course of the agreement

#### **4.10 Waiver of Insurance Requirements**

Should the Contractor or Vendor not be able to comply with any of these insurance requirements for any reason, the contractor and/or vendor must write a letter to the Risk Management division on their letter head requesting that a waiver of insurance requirement be granted. The requested waiver will be evaluated by the Risk Management division and forwarded to the City Attorney for evaluation.

The Contractor and/or Vendor is encouraged 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 you have 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 are required to be obtained.

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We/I, the undersigned, do hereby state that we/I have read and understood the City of Coral Gables Minimum Insurance Requirements

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

(Please type or Print Name)

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

# **CITY OF CORAL GABLES**

## **SECTION 5.0** **SCOPE OF WORK**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **5.1 SCOPE OF WORK**

This Request for Proposals (REP) by the City of Coral Gables seeks a qualified person, firm, or health care organization (Proposer) to provide Medical Direction Services to the Coral Gables Fire Department for its Emergency Medical Services (EMS).

The Successful Proposer will provide medical direction for a State of Florida licensed Advanced Life Support (ALS) EMS provider, and must do so in compliance with all requirements of Florida Statutes (FS), Chapters 458 and 401, and Florida Administrative Code (FAC), Chapter 64E-2, as they pertain to an ALS EMS provider and its medical direction.

## **5.2 SCOPE OF SERVICES**

The successful proposer shall provide the following services and fulfill the listed responsibilities.

### **5.2.1. Legal**

- Certify that each Coral Gables Fire Department Emergency Medical Technician is qualified to administer Basic Life Support to sick or injured persons in a pre-hospital environment according to the written Basic Life Support Service protocols approved by the Medical Director.
- Certify that each Coral Gables Fire Department Paramedic is qualified to administer Basic and Advance Life Support to sick or injured persons in a pre-hospital environment according to the written Basic and Advance Life Support Service protocols approved by the Medical Director.
- Supervise and accept direct responsibility for the medical performance of the City of Coral Gables paramedics and emergency medical technicians (EMT's), as required in Florida Statute 401.
- Develop and sign medically correct standing orders (treatment protocols) for ALS and BLS care, and medically-related policies and procedures, and subsequently review such policies and procedures to ensure correctness at least every 2 years.
- Be available (or designate an alternate physician during periods of unavailability) 24 hours a day, 365 days a year, to answer system questions of an emergent or immediate-nature.
- Provide prescriptions and authorization for all medications and medical equipment, including controlled substances needed to provide Advanced Life Support and Basic Life Support Services by the City of Coral Gables Fire Department.
- Obtain a Drug Enforcement Agency (DEA) license for the City of Coral Gables Fire Department, location(s) to be identified at a later date.
- Develop and revise, when necessary, Trauma Transport Protocols to comply with the State of Florida requirements.
- Evaluate and approve continuing education hours for re-certification of paramedics, EMT's and Emergency Medical Dispatchers (EMD's).

- Certify Citywide Automatic-External Defibrillator (AED) Program.

### **5.2.2 Quality Assurance**

- Coordinate, design, implement and participate in a quality control program of patient care provided by the Emergency Medical Technicians and Paramedics of the Basic and Advanced Life Support Service. The Medical Director shall be available to conduct regular review sessions with the Emergency Medical Technicians and Paramedics in regard to the medical management of patients on assigned rescue incidents to provide on-site evaluation of their professional performance and management of patients.
- Implement a system of review of Emergency Medical Rescue Incident Reports. Arrange for special training and education of the rescue personnel who have deviated from protocol, or exceptional cases in which the Paramedics and Emergency Medical Technicians are involved.
- Direct and participate as a member of the City of Coral Gables Fire Department's Quality Medical Management Program (QMMP). Such participation may require attendance at a minimum of 24 meetings per year (average duration is 2 hours).
- Direct and participate as a member of the Coral Gables Medical Priority Dispatch System's (MPDS) Steering Committee and attend its meetings. MPDS Committee may have as many as 4-6 meetings per year, each with an average duration of 2-3 hours.
- Direct or provide the MPDS to participate in the City of Coral Gables Quality Assurance Program (QAP) which monitors the dispatching of EMS units.
- Participate in the Infection Control Program and aid in the development of the program's policies and procedures.

### **5.2.3 Training**

- Consult in coordination of training for Coral Gables Fire Department Paramedics and Emergency Medical Technicians, including testing and certification procedures in conformance with the laws and regulations promulgated by the State of Florida, Miami-Dade County, and the City of Coral Gables.
- Provide, consult and participate in the delivery of all educational requirements for the re-certification process of the State of Florida.
- Be available to provide training on a regular basis for regular sessions in Advanced Life Support protocols.
- Ride the ALS vehicle for on-site supervision and training, for a minimum of 12 times annually.
- Participate in an ongoing program of Protocol Testing for all Coral Gables Fire Department's emergency medical technicians and paramedics.

#### **5.2.4 Consultation**

- Consult in planning for Advanced Life Support Service provided by the Coral Gables Fire Department, including provision of vehicles, equipment, supplies, emergency Paramedic and Emergency Medical Technical training and utilization of medical facilities.
- Consult with Department on medically-related issues for the EMS personnel (e.g. policy development on issues such as, but not limited to: Dive Team or Hazardous Materials Team medical evaluations), on an as needed basis.

#### **5.2.5 Communications**

- Coordinate the provision of and monitor communications between the area hospitals' emergency department base station and other network hospitals and the individual Coral Gables Fire Department emergency medical rescue unit for the purpose of medical supervision of on-site emergency medical care by the paramedics and EMT's.
- Participate in the planning and coordination of a Medical Priority Dispatch System, including the review, approval and certification of dispatch protocols and establishment of Quality Improvement/Assurance parameters.
- Attend and actively participate in a majority of the State of Florida's Quarterly EMS Meetings, particularly those meetings regarding the development of State policies and procedures, legislation and proposed legislation review, etc. Issue a report to the City of Coral Gables Fire Department on issues relevant to the services provided.

#### **5.2.6 Liaison**

- Provide liaison services between the Coral Gables Fire Department and the various community hospitals and trauma centers utilized by the Coral Gables Fire Department's Basic and Advanced Life Support service. In addition, provide liaison for the Coral Gables Fire Department to any agency or institution affecting the education of paramedics and EMT's or community policies regarding the provision of Basic and Advanced Life Support Service.
- Provide liaison between the Emergency Room staff of the area hospitals and the Coral Gables Advanced Life Support Service personnel.
- Provide liaison between the area learning institutions, Miami Dade Community College and University of Miami School of Medicine, and other related emergency medical professional organizations.

### **5.3 MINIMUM QUALIFICATIONS FOR MEDICAL DIRECTOR**

The successful proposer must satisfy the following minimum requirements:

- Florida licensed Medical Doctor Board certified or Board qualified in Emergency Medicine preferred, or Board certified or Board qualified in Internal Medicine or Family Practice with a minimum of 2 years experience as a physician in an Emergency Department.

- Advanced Cardiac Life Support (ACLS) and Advanced Trauma Life Support (ATLS), with instructor certification in at least one of them.
- Primary residence and work location within a 15 mile radius of Fire Department Headquarters.
- Previous experience in EMS education.
- Minimum 5 years experience as a Fire Service/EMS Medical Director or Associate Director in the State of Florida.
- DEA licensed for Schedule II, IV, and V controlled substances.
- Ability to facilitate and serve as a liaison with neighboring Fire Department Medical Directors.

#### **5.4 EVALUATION CRITERIA:**

The Proposals shall be evaluated based upon the following criteria:

1.	Medical Director's experience	20%
2.	Medical Director's qualifications	15%
3.	Training experience/contributions to EMS	15%
4.	Interview/Presentation (10min. limit)	15%
5.	Professional affiliations	10%
6.	History of affiliation with hospitals serving the Coral Gables community	10%
7.	Support infrastructure	7.5%
8.	Familiarity with radio communications	7.5%

# **CITY OF CORAL GABLES**

## **SECTION 6.0** **PROPOSAL RESPONSE FORM**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **6.0 PROPOSAL RESPONSE FORM FOR:**

**SUBMITTED TO:**

City of Coral Gables  
Office of the Chief Procurement Officer  
2800 SW 72 Avenue  
Miami, Florida 33155

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
3. Proposer proposes to furnish all labor, services and supervision for the work described in this Request for Proposal.
4. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.

6. Proposers correct legal name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No./Fax No.: \_\_\_\_\_

Social Security or Federal I.D. No.: \_\_\_\_\_

Officer signing Proposals: \_\_\_\_\_ Title: \_\_\_\_\_

---

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Please sign and type or Print Name:

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **6.1 STATEMENT OF NO BID**

**NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the bid envelope on or before bid opening. Failure to submit a response after three (3) times without a sufficient justification of "No Bid" will be cause for removal from the vendor/bidder's list.**

City of Coral Gables  
Procurement Division  
2800 S.W. 72<sup>nd</sup> Avenue  
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your **RFP for** \_\_\_\_\_

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation for Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Remove us from your bidders' list for this commodity or service.
- Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the City of Coral Gables bidders' list for this commodity or service.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

## **6.2 MINIMUM RESPONSE REQUIREMENTS:**

The following documentation shall be included as a minimum in the original Proposal and three (3) identical copies submitted to the City. Please refer to the Specifications regarding the City's requirements. Each of these required elements must be fully addressed in writing in the Proposal.

A. Proposal: Proposer shall submit a Proposal expressing its interest in providing the services described herein. Each proposal must contain the following below. Failure to provide all requested documentation may deem the proposal non-responsive. Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if any. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

*The response to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive. Additional information may be attached behind this form, carefully cross-referencing each item number and/or letter.*

1. EXECUTIVE SUMMARY OF SERVICES TO BE PROVIDED: Include the name of the organization, business phone and contact person. Provide a Summary of the work to be performed by Proposer.
2. PROPOSER'S ORGANIZATION: Describe the firm's organization history and structure and indicate if the City has awarded the firm any contracts in the past. Provide a list of all principals, owners or directors. Indicate the location of the principal office of the Proposer and the location of the local office, if applicable.
3. LETTERS OF REFERENCE: Provide, as a minimum, three (3) Letters of Reference on firm letterhead from entity(s) to whom Proposer has provided a similar service. The content of these letters may be verified for authenticity and quality of performance, and may be utilized as a factor in the evaluation of proposals.
4. COPIES OF AUDITED FINANCIAL STATEMENTS OF PROPOSER FOR THE PREVIOUS TWO (2) YEARS. Should audited financial statements be unavailable, unaudited financial statements must be provided
5. PROPOSED RATE: The successful proposer shall indicate below the rate to be paid by the City for services rendered in the capacity of Medical Director.

Proposed Rate of Services \_\_\_\_\_ Per Year



## ***REQUEST FOR PROPOSAL***

### ***RFP # 2008.06.19 – Medical Director***

#### **ADDENDUM NO. 1**

***Issued Date: July 17, 2008***

**These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.**

**Q1) *Section 2.7 Insurance –***

Does the City requires for the MD to have his/her own malpractice insurance?

**A1)** The Medical Director must provide their own Professional Liability (Medical Malpractice Insurance) covering all aspect of the various services that will be performed by the Medical Director for the City as described in detail in the RFP. This coverage must respond to claims made against the City because of the actions of the Medical Director.

Does City cover it for the MD?

The City does not provide this coverage on behalf of the Medical Director

**Professional Liability Insurance**

Insurance for professional liability coverage in an amount not less than \$250,000 per claim, with a minimum annual aggregate of not less than \$750,000 from an authorized insurer as defined under s. 624.09, from a surplus lines insurer as defined under s. 626.914(2), from a risk retention group as defined under s. 627.942, from the Joint Underwriting Association established under s. 627.351(4), or through a plan of self-insurance as provided in s. 627.357.

**Q2) *Section 2.10 Occupational License Requirements* - Is submittal of the occupational license required with the proposal?**

**A2)** Only those with offices in the Gables need to submit an Occupational License

**Q3) Section 6.2 Minimum Response Requirements**

(A) How many pages are allotted for each topic or section for the responses?

**A3) Unlimited.**

(4) Audited Financials – Would IRS/Tax documents serve as substitutes?  
Yes.

**Q4) Can they review the previous contract? When can it be available?**

**A4) The Professional Services Agreement (PSA) is attached.**

**Q5) Can the City provide via email copies of the Medical Protocol?**

**A5) Not electronic, however we can provide hard copies. We are currently utilizing the “Florida Regional Common Protocols” Various amendments have been developed and they can be provided if necessary.**

**Q6) Proposers are interested in receiving the files with the forms in WORD format for them to complete them on the computer.**

**A6) The forms are available in PDF format only.**

**Addendum shall be acknowledged in section for the proposal response form.**

**All other terms and conditions of this RFP shall remain in full force and effect.**

**Sincerely,**

**Danilo Benedit  
Procurement Supervisor**

**FILE COPY**

95-9

**PROFESSIONAL SERVICES AGREEMENT**

July THIS PROFESSIONAL SERVICE AGREEMENT, is made as of this 28<sup>th</sup> day of June, 2003, between the City of Coral Gables (hereinafter called the "City"), and Dr. Jim C. Hirschman (hereinafter called the "Professional").

**RECITALS**

**WHEREAS**, the City wishes to retain a Medical Director; and

**WHEREAS**, the City having investigated the qualifications of the Professional to perform the services herein contemplated and found those qualifications satisfactory; and

**WHEREAS**, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

**WHEREAS**, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the City Commission has approved the selection of the Professional to perform such services, and the Professional agrees to accept this Agreement upon the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for a three year period. However, this period may be extended at the sole discretion of the City for one additional two year period. The Professional agrees to perform all Medical Director Services in connection with the services described herein.

**I. GENERAL PROVISIONS**

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

Authorizations will be in the form of a Work Authorization. Each Work Authorization will set forth a specific Scope of Services, amount of compensation, a completion date, and shall be approved by the Fire Chief.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions forth herein.

1.2 Agreement Period. The terms of the Agreement (the "Professional Period") shall commence within thirty days of the award of the contract and shall continue thereafter for a period of three years with an option to renew for one additional two year period or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XII.

1.3 Duties and Responsibilities/Priority of Interpretation. This document without exhibits is referred to as the "Base Agreement". In the event of any conflict of inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Master Agreement, and then to the exhibits according to the following priority:

- a) City Resolution and applicable Code provisions;
- b) City Request for Proposal;
- c) Professional's (Contractor's) Response to Request for Proposal;
- d) Professional's Insurance Certificates.

1.4 Background Investigation. The Professional agrees that all employees including the Professional may be subject to an annual background investigation.

1.5 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Director or designee.

1.6 Medical, Drug Screening and Check-ups. All Professionals, contractors, their employees, agents and subcontractors must satisfactorily complete the City's pre-placement medical and drug screening examinations and

be certified as drug free as well as abide by the City's Drug Free Work Place Policy at contractor's expense. The City may require that the Professional, contractor and/or their employees, agents and subcontractors performing services for the City submit to a yearly medical and drug screen examination, at contractor's expense.

1.7 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Director or designee.

1.8 Driver's License. At City's option, the contractor must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or subcontractor and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or their children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's (contractor's) expense.

1.9 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

1.10 Most Favored Public Entity. Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

## II. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in Section 1.3.

2.2 Reporting. The Professional shall provide the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Professional shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

### III. COMPENSATION

3.1 Basic Compensation. In full consideration of the services of the Professional hereunder, the Professional shall be paid at an estimated rate not to exceed \$91,000.00 annually, to be paid in monthly increments. The City reserves the right to contract with the Professional for additional services. Any increase in the agreed upon amount shall be approved by the Purchasing Director or designee, and shall be in accordance with applicable City and State regulations.

3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

### IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 Independent Contractor and Professional. The Professional acknowledges entering into this Agreement as an Independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to the City employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

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4.2.1 Professional warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.2.2 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

4.3 Indemnification and Hold Harmless. To the fullest extent permitted by Laws and Regulations, the Professional shall indemnify and hold harmless the City and its consultants, 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, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful or negligent act or omission of Professional, any subconsultant, 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, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

4.4 In any and all claims against the City or any of its consultants, agents, or employees by any employee of Professional, and subconsultant, 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 subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

## V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134  
Attn: City Manager  
Cc: City Attorney  
Purchasing Director

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given written notice by certified mail at least thirty (30) days in advance of any modification or termination of insurance.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. Professional Liability Insurance in the amount of \$250,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the Professional shall become legally obligated to pay as damages for claims arising out of the services performed by the Professional or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

b. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000. in aggregate. Said policy or policies shall name City as additional insured and shall reflect the hold harmless provision contained herein.

c. Worker's Compensation Insurance for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than \$500,000.

d. Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an

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amount not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

\_\_\_\_\_e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

\_\_\_\_\_f. All policies shall contain waiver of subrogation against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

\_\_\_\_\_g. All of the above insurance is to be placed with Best-rated A-8 or better insurance companies, qualified to do business under laws of the State of Florida.

\_\_\_\_\_h. The City shall be named as additional insured under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

\_\_\_\_\_i. All policies shall provide for thirty (30) days notice to City prior to cancellation or material change.

\_\_\_\_\_j. The Professional shall furnish Certificates of Insurance to the Employee Relations Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as an additional insured and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior notice to the City.

Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

## VI. STANDARD OF CARE

6.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

6.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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## VII. NON-DISCRIMINATION

7.1 EEO and ADA: The contractor must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

7.2 It is understood that the Professional shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

7.3 City Policy Regarding Conduct. All contractors, their employees, agents and subcontractors must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the contract without harm to the City or its employees.

## VIII. CONFLICT OF INTEREST

8.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager shall have the authority to authorize such representation during the term of this Agreement.

## IX. CONFIDENTIALITY

9.1 No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

## X. OWNERSHIP OF DOCUMENTS

10.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

## XI. TRUTH-IN-NEGOTIATION CERTIFICATE

11.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

11.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

## XII. NOTICE

12.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) calendar days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as the City of Coral Gables shall be to:

City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

Cc: City Attorney

Notice as to Professional shall be to:

Dr. Jim C. Hirschman  
37 Samana Drive  
Miami, FL 33133

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### XIII. TERMINATION

13.1 Termination by default. City may, by written notice to Professional, terminate the whole or any part of this Agreement if, in the judgment of the City Manager:

- a) Professional has materially breached any portion of this Agreement;
- b) Professional fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;
- c) The occurrence of a monetary default which is not cured within ten (10) days following the City's notice of default;
- d) Professional has assigned or delegated its duties or subcontracted any performance of this Agreement without prior written consent by the City;
- e) Making changes to the name, structure, control or entity of the Professional's corporate status by way of transferring stock in the amount of five (5) percent or greater, without the prior consent of the City Commission;
- f) Insolvency of Professional. Professional shall be deemed insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Professional is insolvent within the meaning of such laws;
- g) There has been a filing of a voluntary or involuntary petition regarding Professional under the Federal Bankruptcy Code;
- h) There has been the appointment of a Receiver or Trustee for Professional;
- i) There has been an execution by Professional of a general assignment for the benefit of creditors.

If, after City has given notice of termination under the provisions hereunder, it is determined by City that Professional was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 13.2 (Termination for Convenience).

The rights and remedies of City provided in this Paragraph 13.1 are non-exclusive and cumulative.

13.2 Termination for Convenience. This Agreement, may be terminated, when such action is deemed by City to be in its best interest. Termination shall

performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **XV. MODIFICATION**

15.1 This Agreement may not be amended or modified unless in writing and signed by both parties.

#### **XVI. ASSIGNMENT AND SUBCONTRACTING**

16.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

#### **XVII. AUDITS**

17.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and

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maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph 17.1 shall constitute a material breach upon which the City may terminate or suspend this Agreement.

**17.2 City Audit Settlements.** If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

## **XVIII. AVAILABILITY OF FUNDS**

**18.1** The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

## **XIX. COMPLIANCE WITH LAWS**

**19.1** In performance of the services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be

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the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

19.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

19.3 Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

## **XX. FEDERAL AND STATE TAXES**

20.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

## **XXI. SUCCESSORS AND ASSIGNS**

21.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

## **XXII. CONTINGENT FEES**

22.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

### **XXIII. ENTIRETY OF AGREEMENT**

23.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

The following documents are made an integral part of this Agreement:

- A. Request for Proposal;
- B. Insurance Certificates;
- C. Response to Request for Proposal of Professional.

### **XXIV. COUNTERPARTS**

24.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

### **XXV. WAIVER**

25.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

### **XXVI. SEVERABILITY, SURVIVAL**

26.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

Approved by  
Insurance and Safety:

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ATTEST:



Walter J. Foeman  
Interim City Clerk

AS TO CITY:

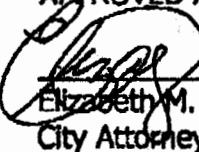


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David L. Brown

City Manager

APPROVED AS TO FORM

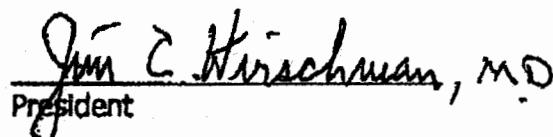


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Elizabeth M. Hernandez

City Attorney

AS TO PROFESSIONAL  
Dr. Jim C. Hirschman



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Jim C. Hirschman, MD

President

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Corporate Secretary

(SEAL)

(OR)

WITNESSES:



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Print Name: Richard P. Cook



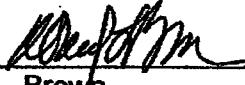
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Print Name: T. J. Daniels

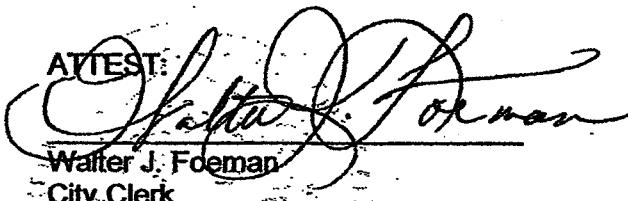
PREPARED BY: ELIZABETH M. HERNANDEZ, CITY ATTORNEY  
405 BILTMORE WAY, CORAL GABLES, FL 33134

**IN WITNESS WHEREOF**, the parties have executed this Addendum to the Professional Services Agreement as of the day and year first above written.

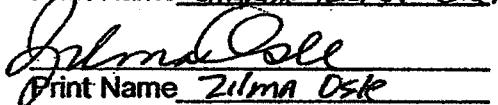
**AS TO CITY:**

  
David L. Brown  
City Manager

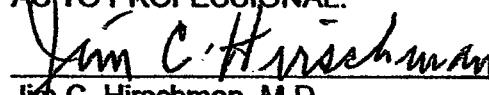
ATTEST:

  
Walter J. Foeman  
City Clerk

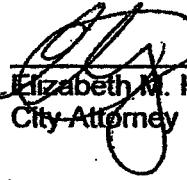
**WITNESSES:**

  
Aaron Teresa Groulx  
Print Name Suzanne Teresa Groulx  
  
Zilma Ogle  
Print Name Zilma Ogle

**AS TO PROFESSIONAL:**

  
Jim C. Hirschman, M.D.

**APPROVED AS TO FORM:**

  
Elizabeth M. Hernandez  
City Attorney