

July 27, 2015

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

Re: Medical Director, RFP 2015.07.20

Dear Madams or Sirs:

I am submitting my name for your consideration for the position of Medical Director of Fire Rescue for the City of Coral Gables.

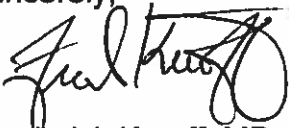
The City of Coral Gables Fire Rescue has a reputation for high-quality work within the EMS community of South Florida. The Fire Rescue leadership has provided strong direction and oversight.

My approach to the scope of services will continue to be regular contact and involvement with the leadership and Fire Rescue members. Through educational sessions and quality reviews we will maintain the high quality of services that are currently provided and we will continue to adopt new strategies for the better care of our patients.

As Medical Director for the last 5 years, I have provided and will continue to provide quality medical oversight and clear input to the leadership team of the Coral Gables Fire Department. As the current Medical Director for the Fire Rescue systems of Coral Gables, Hialeah, and Miami Beach, I am familiar with the needs of the Fire Rescue community. Additionally, as the District Medical Director for Emergency Services for the South Broward Hospital System (Memorial Healthcare System), I am familiar with the need for a strong relationship and communications with the area hospitals.

I believe that with my experience and judgment I will continue to provide excellent medical direction for your Department.

Sincerely,



Frederick Keroff, MD, FACEP
District Medical Director of Emergency Services, Memorial Healthcare System
Medical Director, Hialeah Fire Department
Medical Director, Miami Beach Fire Department
Medical Director, Coral Gables Fire Department

PROPOSAL CHECK LIST
RFP 2015.07.20

Please provide the **PAGE NUMBER** in the blanks provided as to where compliance information is located in your Proposal for each of the **REQUIRED SUBMITTAL ITEMS** listed below.

Minimum Qualifications for the Medical Director:

1. Medical Director's Experience & Qualifications (0-25 points)

- Licenses/Certifications/ Bachelor Degree - Selected Proposer. 5
- Resume of the proposer and Brief statement of your / firms understanding of the proposed work. 1, 6-13
- Describe your approach to the scope of services. 1
- Provide three (3) Professional References and three (3) recommendations. 2, 3, 4
- Proposer must have minimum of five (5) years' experience as a Fire Service / EMS Medical Director or Associate Director in the State of Florida. 6-13
- Proposer must have a minimum of two (2) years' experience as a Physician in an Emergency Department. 6-13

2. Training experience / contributions to EMS (0-10 points)

- Proposer has experience in training Paramedics and Emergency Medical Technicians (EMT) to include testing and State of Florida certification procedures. 6-13
- Training experience in Advance Life Support protocols. 14-16

3. Interview / Presentation (15 min. limit) (0-10 points)

- Proposer is willing and able to attend the Interview process. Yes

4. Professional Affiliation / History of Affiliation with Hospital serving the Coral Gables Community and/ or Hospital serving the Coral Gables Community (0-15 points)

- Proposer experience as a Liaison with neighbor Fire Department Medical Directors. 6-13
- Proposer experience as a Liaison with neighbor Community Hospitals, Trauma Centers and any other Emergency Medical Professional organizations. 6-13

5. Actively working as an Emergency Department Physician / Director (0-10 points)

- Provide information on an Active position as an Emergency Physician / Director. 6-13

6. **Support infrastructure and Familiarity with Radio Communications (0-10 points)**

- Provide information on your Support infrastructure and the types of radio communication used. 6-13

7. **Location of Residence to Fire Department (10 points).** _____

- Location: Within Coral Gables 10 pts.
 Within Miami Dade 7 pts.
 Within Broward 4 pts.

8. **Cost for Service (10 points) Section 7.** _____

- Annual Cost for Service for 3 years, and optional 2 years. \$66,000 $\frac{0}{2}$

ADDITIONAL REQUIREMENTS

Addendum Acknowledgement - Complete and submit Section 6

Procurement Forms – Attachment A – Separate checklist, Complete one (1) original of each from.

Financial Statements - 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.

Failure to submit checklist and documents required hereunder may render your RFP response non-responsive and constitute grounds for rejection.


Proposer Signature



The City of Coral Gables

Fire Department
2815 SALZEDO STREET
CORAL GABLES, FLORIDA 33134

July 31, 2015

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

Dear Sir/Madam:

I would like to take this opportunity to provide a letter of recommendation for Frederick Keroff, M. D. for the position of Medical Director for the City of Coral Gables. I have known Dr. Keroff for ten years and for the last five years have worked directly with him while serving as the Medical Director for the City of Coral Gables. As the EMS Coordinator for Coral Gables Fire Department, I work very closely with Dr. Keroff and it has truly been a pleasure to work alongside such a dedicated, knowledgeable medical professional.

Dr. Keroff is involved with the Fire Officers Association of Miami Dade EMS Committee, the Miami Dade Stroke Consortium, FOAM-D EMS STEMI Committee, and the multi-jurisdictional EMS Protocol Committee. He brings a wealth of knowledge and is viewed with tremendous respect throughout our EMS and medical community.

This year the local fire departments that work under Dr. Keroff's medical direction have received the American Heart Association Mission Lifeline designed to display emergency medical service organizations across the nation for excellent ST Elevation Myocardial Infarction (STEMI) care.

I am confident that Dr. Keroff will continue to be an outstanding EMS Medical Director for the City of Coral Gables with a high level of involvement and total dedication to the advancement of our community and the well-being of its residents. If I can provide any further information, please do not hesitate to call.

Sincerely,


John Curry
EMS Coordinator

bpm

Hialeah Fire Department



"Committed To Serve, and Protect Our Community"

July 30, 2015

City of Coral Gables

To whom it may concern:

It is my pleasure to provide a recommendation for Frederick M. Keroff M.D., as a candidate for the position of Medical Director for the City of Coral Gables Fire Department. I have known Dr. Keroff since 2000 and worked with him as EMS Chief since 2004. Dr. Keroff has performed an exceptional job as Medical Director. Under his tenure the Hialeah Fire Department has excelled as one of the leaders in Emergency Medical Services and was named State of Florida EMS Provider of the year.

As a Medical Director, Dr. Keroff is always available, has a high level of commitment, and recognizes that excellence is a journey, not a destination. As a patient advocate his leadership style has allowed the Hialeah Fire Department to implement a myriad of procedures, thus placing the department on the vanguard of EMS. Some of those achievements are; the implementation of electronic patient documentation, the first department in Miami Dade County to report data weekly to the Bureau of EMS, with 99.6% accuracy. The first department to implement the Autopulse® on all of their units, increasing return of spontaneous circulation (ROSC) in cardiac arrest from 15% to over 40%, thus increasing the survivability of the residents we serve. Most recently under his guidance, the Fire Officers of Miami Dade (FOAM-D) EMS Chiefs Committee has developed a Multijurisdictional Medical Protocols. This allows for consistency in patient care, training, as well as increasing our buying power.

It is extremely important when choosing a Medical Director of an organization, that they possess a combination of professional experience, cognitive ability, and the other intangibles that lay the foundation for success. Therefore, it is without reservation that I highly recommend Dr. Frederick Keroff for the position of Medical Director for the City of Coral Gables. He will be a valuable asset to your organization.

If you have any questions, do not hesitate to contact me.

Sincerely,

Miguel Anchia
Fire Chief

83 East 5th Street • Hialeah, Florida 33010

For Emergencies Dial: 911 • Phone: (305) 883-6900 • Fax: (305) 883-5991



MIAMI BEACH

City of Miami Beach, 2300 Pine Tree Drive, Miami Beach, Florida 33140, www.miamibeachfl.gov

FIRE DEPARTMENT Fire-Rescue Division
Tel: 305-673-7130 Telephone , Fax: 305-673-7257

July 31, 2015

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

To Whom It May Concern:

This letter serves to recommend Frederick M. Keroff, M.D. for the position of Medical Director for the City of Coral Gables Fire Department. I have had the pleasure of working with Dr. Keroff since my appointment to Rescue Division Chief of the Miami Beach Fire Department in 2013.

Dr. Keroff has been the Medical Director for the City of Miami Beach Fire Department since 2003. The position of Rescue Division Chief works closest with the Medical Director and I can attest it is truly a pleasure to work alongside such a dedicated and committed medical professional. From my experience I find him to be an individual with outstanding moral character and a sincere willingness to share his experiences and medical knowledge to improve pre-hospital healthcare delivery.

I have worked alongside Dr. Keroff as part of the Fire Officers of Miami Dade Emergency Medical Services Subcommittee and have witnessed his leadership ability in pre-hospital healthcare. His commitment, dedication, and integrity have never faltered. His knowledge, experience, and training have been instrumental in developing medical protocols to provide quality emergency medical services to the residents and visitors of Miami Beach.

This year all local fire departments under medical direction from Dr. Keroff received recognition from the American Heart Association Mission Lifeline® designed to showcase emergency medical service organizations across the nation for excellent STEMI care. I appreciate Dr. Keroff's passion for his profession and have witnessed the respect he receives from his colleagues.

Should you require further information regarding my recommendation please do not hesitate to contact me at 305-673-7130.

Sincerely,

Francois Betancourt
Division Chief

AC# 6225616

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
11/04/2014	ME 26979	470127

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC# 6225616

DATE	LICENSE NO.	CONTROL NO.
11/04/2014	ME 26979	470127

The **MEDICAL DOCTOR** named below has met all requirements of the laws and rules of the state of Florida.
Expiration Date: **JANUARY 31, 2017**
FREDERICK MICHAEL KEROFF
3501 JOHNSON STREET
MEMORIAL REGIONAL HOSPITAL
HOLLYWOOD, FL 33021



The **MEDICAL DOCTOR** named below has met all requirements of the laws and rules of the state of Florida.
Expiration Date: **JANUARY 31, 2017**

FREDERICK MICHAEL KEROFF
Fredrick Michael Keroff
LICENSEE SIGNATURE

Rick Scott
Rick Scott
GOVERNOR

John H. Armstrong
John H. Armstrong, MD, FACS
STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW

EXPIRATION DATE: JANUARY 31, 2017

Your license number is **ME 26979**, please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please call (850) 488-0595.

Use this section to report name change. Name changes require legal documentation showing the name change. Please make sure that a photocopy of one of the following accompanies this form: a marriage license, a divorce decree or a court order.

Medical Quality Assurance offers you the convenience of several online services. These services give you the ability to renew your license, update your mailing and practice location addresses and update your profile information.

1. Go to www.FLHealthSource.gov
2. Click on "Provider Services"
3. Click on "Manage my License"
4. Select your profession
5. Enter the user ID and password that was provided to you on your initial license and click "Sign in using our secure server."
6. If you do not know your user ID and password, click on "Get Login Help?" or call our Customer Contact Center at (850) 488-0595 for assistance.

MAIL TO: DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE
LICENSURE SUPPORT SERVICES UNIT
P.O. BOX 6320
TALLAHASSEE, FLORIDA 32314-6320

IMPORTANT ANNOUNCEMENT

THE DEPARTMENT OF HEALTH WILL NOW REVIEW YOUR CONTINUING EDUCATION RECORDS AT THE TIME OF LICENSE RENEWAL.

TO LEARN MORE, PLEASE VISIT WWW.CEatRENEWAL.COM

NAME CHANGE (ATTACH LEGAL DOCUMENTATION)

FROM: _____
LAST FIRST MIDDLE

TO: _____
LAST FIRST MIDDLE

DH 2103, 5/98

5

CURRICULUM VITAE



*Frederick Michael Keroff, M.D.,
FACEP*

Prepared July 2015

Address: 2883 East Lake Vista Circle
Davie, Florida 33328-1127

Business Address: 3501 Johnson Street
Hollywood, Florida 33021
Business: 954-265-6307
Email: fkeroff@mhs.net

Personal: Born: September 4, 1948, Chicago, Illinois
Married: Esther Fernandez-Keroff
Children: Daniel, David

Education: *Bachelor of Science* - University of Illinois - Urbana,
Illinois, September 1966 - June 1970

Medical Doctor - University of Health Sciences
The Chicago Medical School - Chicago, Illinois
September 1970 - June 1975

Internship - Jackson Memorial Hospital
University of Miami Medical School - Miami, Florida
July 1975 - June 1976

Residency - Family Medicine - Jackson Memorial
Hospital University of Miami Medical School -
Miami, Florida, July 1976 - June 1978

Chief Resident - Family Medicine - Jackson Memorial
Hospital University of Miami Medical School - Miami,
Florida, July 1977 - June 1978

Certifications: **State of Florida - Department of Business & Professional
Regulation Florida Medical License: ME0026979 Expires
01/31/2011**

DEA: AK7087580 Expires 12/31/2015

American Board of Emergency Medicine

Certified 1984; Recertified 1993, 2003, 2012

Expires 12/31/2022

American Board of Family Practice

Certified 1978; Recertified 1985, 1991, 1997, 2004,

Expires 12/31/2023

**American Board of Quality Assurance & Utilization
Review Physicians**

Certified 1988; Recertified 1991, 1994, 1997

Advanced Cardiac Life Support (ACLS)
Provider 1977 - Present, Expires 2/2016
Instructor 1983 - Present, Expired 5/2000
Florida State Affiliate Faculty 1986-2001
Advanced Trauma Life Support (ATLS)
Instructor 1981 - 1998,
Provider 1981, expires 6/13/2017
Basic Cardiac Life Support (BCLS)
Provider 1993, Expires 5/09
Pediatric Advanced Life Support (PALS)
Provider 1988 - Present, Expires 2/2016
Instructor 1989 - 1998

**Clinical/Administrative
Experience:**

Keys Community Hospital - Tavernier, Florida
Emergency Department Physician
July 1978 - February 1980 - Full-time
Coral Gables Hospital - Coral Gables, Florida
Emergency Department Physician
July 1978 - February 1980 - Full-time
Coral Reef General Hospital - Miami, Florida
Emergency Department Physician
March 1980 - December 1981 - Full-time

TEAM HEALTH/INPHYNET MEDICAL MANAGEMENT, INC. (EMSA)

PHYSICIAN - Emergency Department
Parkway Regional Medical Center - Miami,
Florida, January 1982 - December 1983

MEDICAL DIRECTOR
Palmetto General Hospital - Hialeah, Florida
January 1984 - February 1992
February 1996 - 2001

ACTING MEDICAL DIRECTOR
Deering Hospital (Jackson-South)- Miami,
Florida, January 1999 - 2001

REGIONAL MEDICAL DIRECTOR
- *Palmetto General Hospital - Hialeah, Florida*
January 1989 - 2002
- *Kendall Regional Medical Center - Miami,*
Florida, August 1992 - 2002
- *Plantation General Hospital - Plantation,*
Florida, July 1992 - 2000
- *Northwest Medical Center - Margate, Florida*
July 1992 - 2000

**Clinical/Administrative
Experience (continued)**

- *Aventura Hospital & Medical Center* - Miami, Florida, December 1992 - 2000
- *Delray Community Hospital* - Delray Beach, Florida, December 1992 - 2000
- *Deering Hospital* - Miami, Florida
March 1995 - 2001
- *Westside Regional Medical Center* - Plantation, Florida, September 1995 - 2001
- *Miami Heart Institute South* - Miami, Florida
January 1997 - 2000
- *Martin Memorial Hospital North/South* - Stuart, Florida, September 1997 - 2000
- *Memorial Hospital Pembroke* - Pembroke Pines, Florida, December 1992 - July Present
- *West Boca Medical Center* - Boca Raton, Florida
December 1992 - April 1998
- *Pompano Beach Medical Center* - Pompano Beach, Florida, December 1992 - July 1998
- *Pensacola Naval Hospital* - Pensacola, Florida
February 1989 - December 1992
- *Homestead Air Force Base* - Homestead, Florida, June 1989 - December 1992
- *England Air Force Base* - Pineville, Louisiana
February 1990 - December 1992
- *Victoria Hospital* - Miami, Florida
March 1991 - December 1993
- *South Florida Reception Center* - Miami, Florida State of Florida - Department of Corrections
March 1992 - December 1993
- *Parkway Regional Medical Center* - Miami Florida, December 1992 - August 1993
- *Cleveland Clinic Hospital* - Ft. Lauderdale, Florida, December 1992 - December 1994

**DISTRICT MEDICAL DIRECTOR OF
EMERGENCY SERVICES**

- **Memorial Regional Hospital, Hollywood, Florida, September 2000 - Present**
- **Memorial Hospital West, Pembroke, Florida September 2000 - Present**
- **Memorial Hospital Pembroke, Pembroke, Florida, September 2000 - Present**
- **Joe DiMaggio Children's Hospital September 2000 - Present**
- **Memorial Hospital Miramar, Miramar, Florida March 2005 - Present**

Community Services:

- **Memorial Regional Hospital South March 2008 - Present**
- *Medical Director, Hialeah Fire and Rescue - Hialeah, Florida, March 1998 - Present*
- *Medical Advisor, Metro-Dade Fire and Rescue Dade County, Florida, 1997 - Present*
- *Medical Director, Miami Beach Fire and Rescue, Miami Beach, Florida 2003 - Present*
- *Medical Director, Coral Gables Fire and Rescue, Coral Gables, Florida 2010 - Present*

Hospital Committees:

Memorial Healthcare System, Hollywood, Florida

- *Credentials Committee, September 2000- Present*
 - *Medical Executive Committee, Memorial Regional Hospital September 2000 - 2007*
- Palmetto General Hospital, Hialeah, Florida*
- *Chief of Staff September 1997 - July 1999*
 - *Vice Chief of Staff, 1996 - 1997*
 - *Secretary/Treasurer, 1995 - 1996*
 - *Medical Executive Committee Member, 1984 - 2001*
 - *Quality Assurance Committee Member, 1984 - 2001*
 - *Chairman, 1987 - 1997*
 - *Tissue and Surgical Committee Member, 1985 - 1990*
 - *Chairman, 1986 - 1987*
 - *Operating Room Committee Member, 1985 - 1987*
 - *Disaster/Emergency Room Committee Member, 1984 - 2001*
 - *Section of Emergency Medicine Chairman, 1984 - 1992*
 - *Member, 1984 to 2001*
 - *Utilization Management Committee Member, 1985 - 2001*
 - *Credentials Committee Member, 1990 - 1992 and 1993 - 2001*
 - *Physician/Hospital Organization Medical Director, 1992 - 1993*
 - *Steering Committee - Physician Hospital Organization Member, 1992 - 1993*

Board Memberships:

Medical Training & Stimulation Laboratory
University of Miami School of Medicine, Miami,
Florida, Medical Advisory Board
Member - July 1987 - June 1988

Emergency Medical Group - Miami, Florida
Board of Directors
Member - November 1986 - January 1989

InPhyNet Medical Management, Inc. (EMSA)
- Ft. Lauderdale, Florida
Continuing Medical Education Program
Chairman - February 1990 - 2001

Memorial/JDCH Foundation Board
Member - May 2009 to May 2015

Memorial Health Network Board
Member - January 2013 to present

University Affiliations:

University of Miami School of Medicine - Miami, Florida
Clinical Instructor - Department of Medicine
July 1985 - June 1987

**University of Miami School of Medicine - Miami,
Florida, Medical Training and Simulation Laboratory**
Coordinator - Paramedic Advanced Life Support Program
July 1986 - June 1987

**University of Miami School of Medicine - Miami,
Florida, *Clinical Assistant Professor* - Department of
Medicine, January 1987 - 1990**

**Nova Southeastern University of the Health
Sciences, College of Osteopathic Medicine - North
Miami Beach, Florida, *Clinical Associate Professor* -
Department of Emergency Medicine January 1993-
2000**

Community Involvement:

American Trauma Society - South Florida Unit
President, 1986

Medical Advisory Council on Trauma for Dade County, Dade County, Florida

Member, 1987 - 1989 and 1992 - 2000

Dade County Trauma Advisory Committee

Quality Management Sub-Committee

Chairman, 1992 - 2000

Dade County Task Force on Trauma

Member, 1987 - 1989

State of Florida - Department of Health & Rehabilitative Services Trauma Center and Pediatric Trauma Referral Center Standards, Technical Advisory Panel, Member, 1987

American Heart Association of Greater Miami - Miami, Florida

- **ECC/CPR Quality and Standards Subcommittee**
Chairman, 1984 - 1986

- **ECC/CPR Committee**
Member, 1984 - 2000

- **ECC/CPR Committee**
Co-Chairman, 1985

- **ECC/CPR Committee**
Chairman, 1987 - 1990

- **Community Site Action Committee**
Chairman, 1986 - 1988

- **Board of Directors**
Member, 1986 - 1992

- **Board of Directors**
Vice-President, 1988 - 1989

- **Board of Directors**
President-Elect, 1989 - 1990

- **Board of Directors**
President, 1990 - 1991

American Heart Association, Florida Affiliate

State of Florida Affiliate Council

- **ECC/CPR Committee**
Member, 1988 - 1992

- **ECC/CPR Committee - ACLS Subcommittee**
Member, 1992 - 1994

- **ACLS Subcommittee - Region 13**
Chairman, 1994 - 1999

Board of Directors

Member, 1988 and 1990

Emergency Department Council of Dade County

- *Secretary/Treasurer, 1987 - 1988*
- *President, 1988 - 1989*

American College of Emergency Physicians

- *Education Committee - Florida Chapter Member, 1990*
- *Legislative Committee Member, 1990*

Broward County EMS Council

- *Member, 2004*
- *Vice Chairman, 2009 to present*

Memorial Healthcare System/Joe Dimaggio Childrens Hospital Foundation

- *Board Member 2009 to May 2015*

Professional Societies:

American College of Emergency Physicians
Fellow, 1986 to Present

Awards:

William B. Peck Scientific Research Award
Outstanding Family Medicine Resident
University of Miami, Miami, Florida
Jackson Memorial Hospital

Articles:

Trauma Management for Paramedics, Course Manual,
Gordon, M., et al, Medical Training and Simulation Laboratory
University of Miami School of Medicine, 1986

Trauma Task Force Report on Trauma, Perez, C., et al
Department of Transportation, 1988

PEDIATRIC ADVANCED LIFE SUPPORT

PEDIATRIC ADVANCED LIFE SUPPORT



American Academy
of Pediatrics



→
PEEL
HERE
→

PALS Provider

Frederick M. Keroff

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Pediatric Advanced Life Support (PALS) Program.

February 2014

Issue Date

February 2018

Recommended Renewal Date

Training Center Name **TeamHealth Institute** TC ID # **FL4724**

TC Info City **Surprise, FL** ZIP **33323** Phone **954-377-2946**

Course Location **FLORIDA**

Instructor Name **Jason Torlucci** Inst. ID # **12102196253**

Holder's Signature

© 2011 American Heart Association. Reprinting with this card will affect its appearance. 90-1600

Peel the wallet card off the sheet and fold it over.



Frederick Keroff, MD

is recognized as having successfully completed the ATLS® Course for Doctors according to the standards established by the ACS Committee on Trauma.

Karen Brasel
Karen Brasel, MD, FACS

Chairperson,
ATLS Subcommittee

Karanbir S. Gill
Karanbir S. Gill, MD, FACS

ACS Chairperson,
State/Provincial
Committee on Trauma

David
ATLS Course Director

Date of Issue: 06/13/2013

Date of Expiration: 06/13/2017



AMERICAN COLLEGE
OF SURGEONS

Improving Quality,
Setting Standards,
Saving Lives



Frederick Keroff, MD

is recognized as having successfully completed the ATLS® Course for Doctors according to the standards established by the ACS Committee on Trauma.

Issue Date: 06/13/2013

Expiration Date: 06/13/2017

Karen Brasel

Chairperson,
ATLS Subcommittee

Karanbir S. Gill

ACS Chairperson,
State/Provincial
Committee on Trauma

David

CS: 42305-SR Course Director ATLS ID: 82486

Replacement ATLS cards are available for a \$10 USD fee.

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider



Training Center Name	TeamHealth Institute	TC ID #	FL4724
TC Info	City: Sunrise, FL	ZIP: 33323	TC Phone: 854-377-2946
Course Location	FLORIDA		
Instructor Name	Jason Tortucci	Inst. ID #	12102196253
Holder's Signature			

Frederick M. Karoff

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

February 2014

February 2016

Issue Date

Recommended Renewal Date

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→
PEEL
HERE
→

Peel the wallet card off the sheet and fold it over.

CITY OF CORAL GABLES

FINANCE DEPARTMENT / PROCUREMENT DIVISION

405 Biltmore Way – Coral Gables, FL 33134



REQUEST FOR PROPOSAL RFP 2015.07.20 MEDICAL DIRECTOR



Submittal Deadline / RFP Opening: 2:00 p.m. Wednesday, August 19, 2015

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5115 / Fax: 305-261-1601

PROPOSER ACKNOWLEDGEMENT

RFP Title: Medical Director	Proposals must be received prior to 2:00 p.m., Wednesday, August 19, 2015 , and may not be withdrawn for a period of up to 90 calendar days after opening. Proposals received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72 nd Avenue, Miami, FL 33155. All proposals received after the specified date and time will be returned unopened.
RFP No. 2015.07.20 A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.	
Contact: Letrice Y Smith Title: Contract Specialist Telephone: 305-460-5121 Facsimile: 305-261-1601 Email: lsmith@coralgables.com / contracts@coralgables.com	

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING.

Proposer Name: <i>Inphy Net South Broward LLC</i>	FEIN or SS Number: <i>65-07-26225</i>
Complete Mailing Address: <i>14050 NW 14th Street, Suite 190 Sunrise, FL 33323</i>	Telephone No.: <i>954-265-6307</i>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Cellular No.: <i>305-333-9433</i>
Bid Bond / Security Bond (if applicable) _____%	Fax No.: <i>954-893-3759</i>
	Email: <i>fkeroff@mhs.net</i>

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS, INSURANCE, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE RFP DOCUMENT MAY RENDER YOUR RFP NON-RESPONSIVE.

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

Agree (Please check box to acknowledge this solicitation)

[Signature]

Authorized Name and Signature

SUP Team Health & B *July 27, 2015*

Title Date

CORAL GABLES, FL

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

PUBLIC NOTICE

Request for Proposal (RFP) No. 2015.07.20

The City of Coral Gables is soliciting proposals for a licensed M.D Physician or Firm to serve as Medical Director of Fire Rescue Department. The Medical Director will be an independent contractor supervising and accepting responsibility for the medical performance of Emergency Medical Technicians (EMT)'s and Paramedics functioning in the Fire Department and Emergency Medical Service Department under applicable provisions of the Florida Statutes.

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 64J-1, as they pertain to an ALS EMS provider and its medical direction.

The Request for Proposal may be picked up at the Office of the Chief Procurement Officer, at a cost of \$15.00 for a digital copy (CD.pdf format). Payment in the form of cash, check or money order payable to the City of Coral Gables is accepted. Request via email must include the project title and number, the company name, address and contact information of the requestor and directed to contracts@coralgables.com.

A non-mandatory pre-proposal conference and site visit will be held at the Procurement Office on Monday July 27, 2015 at 10:00 am, located at 2800 S.W. 72 Avenue Coral Gables, FL 33134.

Any request for additional information or clarification must be received in writing no later than **Monday, August 03, 2015 until 4:00 PM**. Proposers should not reply on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Office of the Chief Procurement Officer, 2800 SW 72nd Avenue, Miami, Florida 33155.

Proposals for RFP No. 2015.07.20 will be received until 2:00 PM, Wednesday, August 19, 2015. The City of Coral Gables will not accept, and will in no way be responsible for, any proposals received after the stipulated deadline. The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer.

Proposals will be opened promptly thereafter. One (1) original proposal, three (3) copies and one (1) CD or Flash Drive (PDF Format) must be signed and submitted in a sealed envelope and clearly marked: **Title: Medical Director – RFP No. 2015.07.20.**

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

RFP Advertisement	Monday, July 20, 2015
Non-Mandatory Pre-Proposal Conference	10:00 am, Monday, July 27, 2015
Written Questions	4:00 pm, Monday, August 03, 2015
Answers	4:00 pm, Monday, August 10, 2015
Proposals Submittal Deadline	2:00 pm, Wednesday, August 19, 2015
Evaluation Committee Meeting	TBD

Award of Proposal will be made to the highest ranked responsive and responsible proposer(s), based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject

any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

PRICING MUST BE FIRM FOR A MINIMUM OF NINETY (90) DAYS. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL PROPOSALS.

This Request for Proposal is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>

Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53

- Code of Silence – Sec. 2-1059
- Code of Ethics – Sec. 2-1055
- Conflict of Interest - Sec. 2-677
- Debarment Proceedings – Sec. 2-952
- Protest Procedures – Sec. 2-950

Click on City Clerk, Lobbyist Registration, Applications and Forms

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

Sincerely,

Michael P. Pounds, ICMA-CM, CPPO, CPPB
Chief Procurement Officer

CONE OF SILENCE

Request for Proposal (RFP) No. 2015.07.20

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

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.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), Request for Proposals (RFP) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

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

Violations:

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

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



CORAL GABLES, FL
City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

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CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5121, Fax: 305-460-5116

SECTION 1

Request for Proposal (RFP) No 2015.07.20

1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

1.1. Invitation

Thank you for your interest in this Request for Proposal ("RFP"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Responses") which offer to provide the services described in Section 2.0 "Scope of Services".

1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Professional Services Agreement ("Agreement") with the City in substantially the same form as the Agreement included as part of this RFP. The term(s) of the Agreement shall be for a period of Three (3) years with Two (2) - One (1) year options to renew, at the sole discretion of the City, unless other terms are in the best interest of the City.

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

1.3. Submission of Responses

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. 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. 72nd Avenue, Miami, FL 33155. **The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.** 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 One (1) original Proposal, Three (3) copies and One (1) CD or Flash Drive (PDF Format) must be submitted to the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date 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 AS FOLLOWS:

RFP No. 2015.07.20

PROPOSER NAME AND ADDRESS:

InPhy Net South Broward, LLC
c/o Frederick Keroff, MD
1450 NW 14th St, Suite 190, Sunrise FL

TO BE OPENED ON:

Wednesday, August 19, 2015 - 2:00 PM

333 23

AND ADDRESSED TO:

CITY OF CORAL GABLES

**PROCUREMENT DIVISION
2800 S.W. 72ND AVENUE
MIAMI, FL 33155**

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.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. Proposal Submission Requirements as listed herein must be followed. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

1.4. Additional Information or Clarification

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** via fax or email to the Chief Procurement Officer. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM**, mailed and/or faxed to all parties recorded by the City's Chief Procurement Officer as having received the Proposal Documents prior to the response submission date. 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. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. It is the Proposer's responsibility to assure receipt of all addenda.

Facsimiles must have a cover sheet that includes the Proposers name, RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing no later than **August 03, 2015 prior to 4:00 PM**.

Proposers should not reply on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

1.5. Proposal Format

Careful attention must be given to all requested items contained in this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Please insert **TABS** on the following sections in the **Original bid book** :

- Addendum Acknowledgement (If applicable)

Format order

- (a) **Title Page**. Show the RFP subject, the name of your firm / Proposer name, address, telephone number, name of contact person and date.
- (b) **Table of Contents**. Clearly identify the material by section and page number.
- (c) **Proposer Acknowledgement Form**
- (d) **Proposal Checklist**

- (e) **Profile of Proposer / Resume** . Describe the Firm/Individual experiences as an Medical Director Physician including affiliations, training experiences, active working positions and the proposer approach to the scope of services requested in the RFP.
- (f) **Medical Director Licenses, Certifications**
- (g) **Section 6.0 Response Form (Addendums, if applicable)**
- (h) **Section 7.0 Proposal Pricing Schedule**
- (i) **Attachment A – Procurement Forms** - Bidder shall complete and submit as part of its Response one (1) original of the following forms and/or documents:
 - Bidders Acknowledgement Non Collusion Affidavit
 - Bidders Statement Certification of Bidders Statement
 - Validation Drug Free Work Place
 - Public Entity Crimes
 - Americans with Disabilities (ADA)
- (j) **References and Recommendation** Provide three (3) Professional letters of recommendation and three (3) References of the proposer.
- (k) **Financial Statements**. 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.

Any and all Responses that do not follow the prescribed format may be deemed non-responsive.

1.6. Award of an Agreement

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more proposer deemed 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 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. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.7. Agreement Execution

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

Failure of the successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the 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.

1.8. Unauthorized Work

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

1.9. Changes/Alterations

Proposers may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

1.10. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in RFP section 1.4 above. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.11. Disqualifications

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

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

1.12. Proposers Expenditures

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

1.13. Contract Termination

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. The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the contractor. 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.

1.14. Bid Bond/ Bid Security/ Bid Deposit

A Bid Bond is not required for this Solicitation.

1.15 Performance and Payment Bond

A Performance Bond is not required for this Solicitation



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5103, Fax: 305-261-1601

SECTION 2

Request for Proposal (RFP) No. 2015.07.20

2.0 SCOPE OF WORK

The City of Coral Gables is soliciting proposals for a licensed M.D Physician or Firm to serve as Medical Director of Fire Rescue Department. The Medical Director will be an independent contractor supervising and accepting responsibility for the medical performance of Emergency Medical Technicians (EMT)'s and Paramedics functioning in the Fire Department and Emergency Medical Service Department under applicable provisions of the Florida Statutes.

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 64J-1, as they pertain to an ALS EMS provider and its medical direction.

The following is the current breakdown of the City of Coral Gables Fire Department EMS Providers:

- Total EMT's :13
- Total Paramedics :126

2.1 SCOPE OF SERVICES

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

2.1.2 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 Statue 401 and Florida Administrative Code (FAC) 64J-1.
- 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.

2.1.3 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).
- 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.

2.1.4 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 recertification 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.

2.1.5 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.

2.1.6 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.

2.1.7 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.

2.3 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 45 mile radius of Fire Department Headquarters will receive the Maximum points of 10 points.
- 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.**

SECTION 3

Request for Proposal (RFP) No. 2015.07.20

3.0: RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

The City reserves the right to accept or reject any and/or all responses or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposals which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer.

3.2. Legal Requirements

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

3.3. Non-Appropriation of funds

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

3.4. Occupational License Requirements (Business Tax Receipt Requirements)

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

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

3.5 Minimum Qualification Requirements

The City of Coral Gables intends to procure 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 Proposers must have a proven record of successfully completing projects/contracts. 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 "Scope of Services".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "Scope of Services".

- (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 sole 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.

3.6 Public Entity Crimes

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

3.7 Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code:

Notice of Intent: Any actual or prospective Proposer or offer who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days prior to the date set for opening of bids or receipt of proposals.

Any actual responsive and responsible Proposer whose bid is lower than that of the recommended Proposer or an offer who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days after notice of the city manager's written recommendation to the city commission for award of contract.

A notice of intent to file a protest is considered filed when received by the City Clerk's office.

Written Protest: A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the

written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

A written protest is considered filed when received by the City Clerk's office.

Filing Fee: The written protest must be accompanied by 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 \$2,500.00, whichever is less.

Compliance with filing requirements: Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the City Clerk's office within the time provided above shall constitute a forfeiture of such party's right to file a protest. The protesting party shall not be entitled to seek redress before the City Commission or seek judicial relief without first having followed the procedure set forth in this section.

3.8 Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signature as required on each document.

3.9 Collusion

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

3.10 Sub-Contractor(s)

A Sub-Contractor is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this RFP.

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

3.11 Substitutions for Assigned Personnel

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

3.12 Purchasing Agreements with Other Government Agencies:

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

Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this proposal.

3.13 Public Records

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

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

3.14 Award of Contract:

The contract will be awarded to the lowest responsive Bidder complying with all the provisions of this Invitation for Bids, provided the Bid price is reasonable and it is in the interest of the City of accept it. The Public Works Director reserves the right to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the interest of the City. The Public Works Director also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid of a Bidder whose investigation shows is not in position to perform or fulfill the requirements of the contract.

All services provided to the City of Coral Gables shall be rendered pursuant to the terms of a "Contract". The City of Coral Gables will not sign any contracts submitted by a proposing Contractor awarded the Contract. The Contract provides that the Contractor will render the requested services to the Owner as provided for in this document pursuant to the issuance of a Purchase Order through the City's Procurement Division.

3.14.1 Purchase Order: The City of Coral Gables through the Finance Department/Procurement Division will issue a Purchase Order Number to the awarded Contractor, following approval by the city commission and executed Contract. No Agreement shall be in effect until the Purchase Order Number has been issued to the Contractor.

3.15 Contract Termination

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 Bidder, terminate the IFB if the Contractor has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by providing five (5) days written notice to the contractor. 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.

SECTION 4

Request for Proposal (RFP) No. 2014.07.20

4.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

- 4.1 To the fullest extent permitted by Laws and Regulations, the Professional shall defend, 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 and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Professional, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

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

- 4.2 For any and all claims against the CITY or any of its consultants, agents, or employees by any employee of CONTRACTOR, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 4.3 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the CONTRACTOR will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from PROFESSIONAL or any other party, PROFESSIONAL will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, PROFESSIONAL will reimburse CITY on a per hour basis as follows:

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

- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
 - f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
 - g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.
- 4.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.
- 4.5 The Parties hereby expressly agree and understand that the indemnification and hold harmless provisions contained herein supersede and take precedence over any such provisions contained within the RFP documents.

4.6 INSURANCE REQUIREMENTS

4.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, 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 on a primary and non-contributory basis. 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.

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

4.6.2 INSURER REQUIREMENTS

The Contractor 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.

4.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- a. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with liability limits for bodily injury not less than 100/300:

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

Professional Liability

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

4.6.4.1 Commercial Auto Liability

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

4.6.5 REQUIRED ENDORSEMENTS

4.6.5.1 The following endorsements with City approved language

4.6.5.1.1 Additional insured status provided on a primary & non-contributory basis for automobile liability

4.6.5.1.2 Waiver of Subrogation for automobile liability

4.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

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

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 12010-CE
HEMET, CA 92546-8010

4.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.6.6.1 The following documents must be provided to the City;

4.6.6.1.1 A Certificate of Insurance containing the following information:

4.6.6.1.1.1 Issued to entity contracting with the City

4.6.6.1.1.2 Evidencing the appropriate Coverage

4.6.6.1.1.3 Evidencing the required Limits of Liability required

4.6.6.1.1.4 Evidencing that coverage is currently in force

4.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City

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

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

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

4.6.7 **WAIVER OF INSURANCE REQUIREMENTS**

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

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

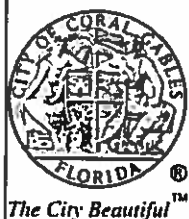
Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com. The Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 12010 –CE
Hemet, CA 92546-8010

Should you require assistance, please reach out to EBIX - "Contact Us" found at the end of this section.

Contact Us

Certificate Mailing Address	City of Coral Gables Insurance Compliance PO Box 12010 -CE Hemet, CA 92546-8010
Corporate Street Address	City of Coral Gables 151 North Lyon Avenue Hemet, CA 92543
Internet Address	https://www.idscerts.com
Please Email Your Documents Directly To:	cityofcoralgables@ebix.com
Phone Numbers	
	<hr/>
	Dedicated Call Service Lines (for vendors/insured/contractors)
	Phone: (951) 652-2883
	Fax: (770) 325-0417



**CITY OF CORAL GABLES
REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE**

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

- A Certificate of Insurance is attached and the following information is contained therein:**
- The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
 - The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • Insurance Compliance
PO Box 12010 - CE • Hemet, CA 92546-8010
 - The special provisions section of the Certificate of Insurance contains language affirming that;
 - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
 - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
 - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

- Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

- Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

SECTION 5

Request for Proposal (RFP) No. 2015.07.20

5.0: EVALUATION / SELECTION PROCESS

5.1. Evaluation Procedures

- (a) The Chief Procurement Officer or designee(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 RFP. The Chief Procurement Officer or designee(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 shall be the sole judge in determining Proposer qualifications.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposers, 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.

5.2. Method of Selection/Selection Criteria

After Proposals are opened in the Procurement Division Office, proposals will be evaluated and one or more of the Proposers deemed responsible and responsive may be granted an interview with a selection committee. The selection committee will rank the proposers in terms of the evaluation criteria. Upon the completion of the review the Chief Procurement Officer or designee(s) shall make a recommendation to the City Manager for City Commission approval.

Upon approval of the City Commission, when applicable, a Contract shall be awarded to one or more proposer deemed 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 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.

5.3. EVALUATION CRITERIA: The following criteria and assigned weights will be used to evaluate the proposals:

CRITERIA		WEIGHTED POINTS
1	Medical Director's Experience & Qualifications	25
2	Training experience/contributions to EMS	10
3	Professional affiliations and History of affiliation with the Coral Gables Fire Department and / or hospitals serving the Coral Gables Community	15
4	Actively working as an Emergency Department Physician	10
5	Support infrastructure / Familiarity with radio communications	10
6	Location of Residence to Fire Department	10
7	Interview/Presentation (15 min. limit)	10
8	Cost for Service	10
TOTAL POINTS		100

SECTION 6

Request for Proposal (RFP) No 2015.07.20

6.0: RFP RESPONSE FORMS

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. Amendments (addendums) to Request for Proposal shall be identified as such and shall require the proposer acknowledge receipt of all amendments issued.

Addendum No. _____ Date _____ Initials _____

Addendum No. _____ Date _____ Initials _____

Addendum No. _____ Date _____ Initials _____

No addendum was received _____ Date _____ Initials _____

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: In Phy Net South Broward, LLC

Address: 14050 NW 14th Street, Suite 190

City/State/Zip: Sunrise, FL 33323

Telephone No./Fax No.: 954-265-6307 | 954-893-3759

Social Security or Federal I.D. No.: 65-07-26225

Officer signing Proposals: Frederick M. Keroff, M.D., FACEP
District Medical Director of Emergency Services Title: SVP Team Health SR

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 RFP envelope on or before RFP 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. 72nd Avenue
Miami, FL 33155

We, the undersigned, have declined to submit a response on your RFP No. 2015.07.20 – Medical Director

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- 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 RFP 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: _____

SECTION 7

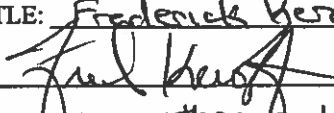
Request for Proposal (RFP) No 2015.07.20

7.0: PROPOSAL PRICING SCHEDULE

PROPOSAL PRICING SCHEDULE FORM

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

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed, typed or printed in blue 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 Pricing Schedule Form. Failure to submit this form in a may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

PROPOSERS NAME: InPhyNet South Broward, LLC
CONTACT NAME / TITLE: Frederick Keroff, MD, SUP Team Health SE
SIGNATURE:  DATE: July 27, 2015
ADDRESS: 14050 NW 14th St, Suite 190, Sunrise, FL 33323
TELEPHONE 954-265-6307 FACSIMILE 954-893-3759 EMAIL: fkeroff@mhs.net

PROPOSED ANNUAL COST FOR PROFESSIONAL SERVICES \$ 66,000⁰⁰/_{xx}

Sixty-six thousand dollars.

ATTACHMENT "A"
PROCUREMENT FORMS

CITY OF CORAL GABLES

BIDDER STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Bidder, along with the solicitation being submitted for the goods, services and/or construction 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 as applicable may be deemed non-responsive.

Company Name: InPhynet South Broward, LLC.

Contact Name: Frederick Keroff, M.D. Title SVP TeamHealth SE

Address: 14050 NW 14th Street, Suite 190, Sunrise, FL 33323

Telephone 954-265-6307 Cellular 305-333-9433 Facsimile 954-893-3759

Email: fkeroff@mhs.net

Federal Employer Identification Number (FEIN No.): 65-07-26225

Check One: Corporation Partnership Sole Proprietary LLC / LLP Other

List all current licenses held and provide copies

(a) State of Florida ME 26979

(b) Miami Dade County N/A

(c) City of Coral Gables Municipal License N/A

(d) Others N/A

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

Bidder Name: InPhyNet South Broward, LLC

The address of the principal place of business is: 14050 NW 14th Street, Suite 190
Sunrise, FL 33323

2. How many years has organization been in business under present business name? 19

a. Under what other former names has organization operated? Team Health Southeast

3. Are any of the principals of this company employed by the City of Coral Gables? If so, disclose their name(s) below:

No

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

N/A

VALIDATION:

The undersigned certifies the information provided in this questionnaire is correct and accurate.

IF PARTNERSHIP:

Signature

Print Name of Firm

Print Name

Address

Title

IF CORPORATION:

Signature

Print Name of Corporation

Print Name

Address

Title

WITNESS:

Signature

Print Name

Title

(CORPORATE SEAL)

Attest: _____ Secretary

VALIDATION (Cont'd):

IF LIMITED LIABILITY COMPANY (LLC) OR LIMITED LIABILITY PARTNERSHIP (LLP):



Frederick Keroff
Digitally signed by Frederick Keroff
DN: cn=Frederick Keroff, o=InPhyNet South Broward, ou=LLP
Date: 2019.08.19 13:24:18 -0500

Signature
Frederick Keroff, M.D.

Print Name

Senior Vice President

Title

InPhyNet South Broward, LLC

Name of Company
14050 NW 14th Street, Suite 190, Sunrise, FL 33323

Address

IF SOLE PROPRIETORSHIP

Signature

Print Name

Title

Name of Firm

Address

**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 City of Coral Gables
[print name of the public entity]
by Frederick Keroff, M.D., Senior Vice President
[print individual's name and title]
for InPhyNet South Broward, LLC
[print name of entity submitting sworn statement]

Whose business address is: 14050 NW 14th Street, Suite 190, Sunrise, FL 33323

and (if applicable) its Federal Employer Identification Number (FEIN) 65-07-26225

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
N/A

2. I understand that a "public entity crime" as define 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 crime subsequent to July 1, 1989.

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

Frederick M. Keroff, M.D., FACEP
District Medical Director of
Emergency Services

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 City of Coral Gables
(print name of public entity)
by Frederick Keroff, MD, Senior Vice President
(print individual's name and title)
for InPhyNet South Broward LLC
(print name of entity submitting sworn statement)

whose business address is: 14050 NW 14th Street, Suite 190, Sunrise, FL 33323

and (if applicable) its Federal Employer Identification Number (FEIN) 65-07-26225
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:
N/A)

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 11, 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

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

Frederick M. Keroff, M.D., FACEP
[Signature] Director of
Emergency Services

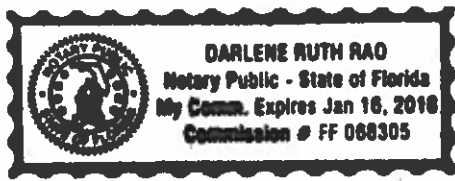
Sworn to and subscribed before me this 10th day of August, 2015
Personally known FREDERICK KEROFF

OR Produced identification:

[Type of Identification]

Notary Public-State of FLORIDA
My Commission Expires JAN. 16, 2018

DARLENE RUTH RAO
[Printed, typed or stamped Commissioned name of Notary Public]



NON-COLLUSION AFFIDAVIT

State of Florida

County of Broward)ss.

Frederick Keroff, M.D., Senior Vice President being first duly sworn, deposes and says that:

(1) Affiant is the Officer
(Owner, Partner, Officer, Representative or Agent) of
InPhyNet South Broward, LLC the Bidder / Proposer that has
submitted the attached Solicitation;

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

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

(4) Neither the said Bidder / Proposer nor and 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 Bidder / Proposer or firm, or person to submit a collusive or sham Solicitation in connection with the work for which the attached submittal; 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 Bidder, firm, or person to fix any overhead, profit, or cost elements of the Solicitation price or the Solicitation price of any other Bidder / 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 submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Frederick M. Keroff, M.D., FACEP
Medical Director of
Emergency Services
Signature

Sworn to and subscribed before me this 10th day of AUGUST, 2015

Personally known FREDERICK KEROFF

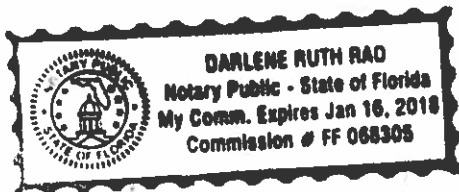
OR Produced identification:

[Type of Identification]

Notary Public-State of FLORIDA

My Commission Expires JAN 16, 2018

DARLENE RUTH RAO
[Printed, typed or stamped Commissioned name of Notary Public]




DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that InPhyNet South Broward LLC 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.

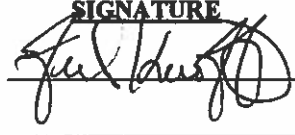
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


 Bidder Signature	<u>July 27, 2015</u> Date
Frederick M. Keroff, M.D., FACEP District Medical Director of Emergency Services	

CERTIFICATION OF BIDDER STATEMENT

I Frederick Keroff, M.D. Senior Vice President certify that I am authorized to act on behalf
 (Name) (Title)
 of InPhyNet South Broward, LLC pursuant to the IFB and further
 (Name of Business)

acknowledge and understand the information contained in response to this Bidder Statement shall be relied upon by Owner awarding the contract and such information is warranted by Bidder to be true and correct. The discovery of any omission or misstatement that materially affects the Bidder Statement to perform under the contract shall cause the City to reject the bid or proposal, and if necessary, terminate the award and/or contract. I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing statement.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Frederick Keroff, M.D.</u>	<u>Senior Vice President</u>	
_____	_____	_____
_____	_____	_____


 Frederick M. Keroff, M.D., FACEP
 District Medical Director of
 Signature Emergency Services

State of Florida
 County of BROWARD

On this the 10th day of AUGUST, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared FREDERICK KEROFF 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:



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

Personally known to me, or
 Produced identification:

 (Type of Identification Produced)

ATTACHMENT "B"
DRAFT PROFESSIONAL SERVICES
AGREEMENT

**FIRE DEPARTMENT, MEDICAL DIRECTOR
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this ____ day of _____, 2015, between the City of Coral Gables (hereinafter called the "City"), and _____ (hereinafter called the "Professional").

RECITALS

WHEREAS, City wishes to retain _____; and

WHEREAS, the PROFESSIONAL through _____ shall perform the services as specifically stated herein and Scope of Work, which is attached hereto as Exhibit "B" and as many specifically designated and authorized by the City; 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

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for a three (3) year period. However, this period may be extended at the sole discretion of the City for one (1) additional two (2) year periods. The Professional agrees to perform all Medical Director Services to the City of Coral Gables' Fire Department's Emergency Medical Services as 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 Historic Preservation Officer.

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 set forth herein.

1.2 Agreement Period. The terms of the Agreement (the "Professional Period") shall commence within ten (10) days of the execution date of the agreement and shall continue thereafter for a period not to exceed three (3) years or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII. However, this period may be extended at the sole discretion of the City for one (1) additional , two (2) year periods.

1.3 Duties and Responsibilities/Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or 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, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement.

During the Professional Period, the Professional will serve as a Professional to the City and shall perform and oversee those tasks outlined herein, and those tasks outlined in:

- a) Proposal dated July 20, 2015 (Exhibit "A")

1.4 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 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.

1.5 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.

1.6 Most Favored Public Entity. The 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 comply with 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 estimate rate of _____ 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 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 Chief of Fire 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 City employees.

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

4.2.1 Professional warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration 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 requirements.

4.2.3 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, 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 and caused in whole or in part by either (i) any willful, intentional, reckless, 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 and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any subconsultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.2.4 In any and all claims against the City or any of its elected or appointed officials, consultants, agents, or employees by any employee of Professional, any 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. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

V. INSURANCE

5.1 Pursuant to the City of Coral Gables Code, Section 2-1007, 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 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 on a primary and non-contributory basis. 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.

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

5.3 Professional Liability Insurance with a limit of liability no less than \$1,000,000 per claim, with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Contractor shall become legally obligated to pay as damages for claims arising out of the services performed by the Contractor or any person employed in connection with this Agreement. Contractor shall maintain Professional liability coverage for at least five (5) years after completion of the work.

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

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

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

If a personal vehicle (that is not covered by a Business Auto Liability policy) will be used by the Professional, subject to the City's Risk Management Division of Human Resources Department for review and approval, policy limits of amounts not less than 100/300 for bodily injury.

**5.4 Minimum Coverage Form (Shall Be At Least As Broad As):
Commercial Auto Liability**

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

5.5 Required Endorsements.

In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language

Additional insured status provided on a primary & non-contributory basis for Business Auto Liability.

Waiver of Subrogation for Business Auto Liability.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

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

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 12010-CE
HEMET, CA 92546-8010

The Business Auto Liability coverage shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

5.6 How To Evidence Coverage To The City.

The following documents must be provided to the City;

A Certificate of Insurance containing the following information:

Issued to entity contracting with the City

Evidencing the appropriate Coverage

Evidencing the required Limits of Liability required

Evidencing that coverage is currently in force

Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City

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

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

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

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

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

All insurance documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

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

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

City of Coral Gables

Insurance Compliance
PO Box 12010 –CE
Hemet, CA 92546-8010

VI. SOVEREIGN IMMUNITY

6.1 The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

VII. STANDARD OF CARE

7.1 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.

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

VIII. NON-DISCRIMINATION

8.1 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.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of 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.

8.3 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 Agreement without harm to the City or its employees.

IX. CONFLICT OF INTEREST

9.1 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 or his designee shall have the authority to authorize such representation during the term of this Agreement.

X. CONFIDENTIALITY

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, 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.

XI. OWNERSHIP OF DOCUMENTS

11.1 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.

XII. TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this Agreement by the Professional 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.

12.2 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.

XIII. NOTICE

13.1 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) business 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 to 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 the Professional shall be to:

XIV. DEFAULT AND TERMINATION

14.1 The City may terminate this Agreement for convenience at any time by providing thirty(30) days written notice to the Professional. In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement or the Professional's repudiation of this Agreement by word or conduct, The City may immediately terminate the Agreement and the Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its

purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or subconsultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

XV. UNCONTROLLABLE FORCES

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of 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.

15.2 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.

XVI. MODIFICATION

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

XVII. ASSIGNMENT AND SUBCONTRACTING

17.1 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.

XVIII. AUDITS

18.1 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 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 18.1 shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 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.

XIX. AVAILABILITY OF FUNDS

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

XX. COMPLIANCE WITH LAWS

20.1 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 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.

20.2 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.

20.3 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.

XXI. FEDERAL AND STATE TAXES

21.1 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.

XXII. SUCCESSORS AND ASSIGNS

22.1 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.

XXIII. CONTINGENT FEES

23.1 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.

XXIV. ENTIRETY OF AGREEMENT

24.1 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. Insurance Certificates;

XXV. COUNTERPARTS

25.1 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.

XXVI. WAIVER

26.1 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.

XXVII. SEVERABILITY, SURVIVAL

27.1 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.

XXVIII. GOVERNING LAW AND VENUE

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the

Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

XXIX. TIME IS OF THE ESSENCE

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1(Termination by Default).

XXX. HEADINGS

30.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

XXXI. PUBLIC RECORDS

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

XXXII. WAIVER OF TRIAL BY JURY

THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

AS TO CITY:

David Ruiz
Risk Management Division

Cathy Swanson-Rivenbark
City Manager

Approved by Department Head
or head of negotiations team as to
the negotiated business terms

ATTEST:

Marc Stolzenberg
Fire Chief

Walter J. Foeman
City Clerk

Approved as to compliance with
the Procurement Code

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Michael P. Pounds,
Chief Procurement Officer

Craig E. Leen
City Attorney

Approved as to Funds Appropriation:

Diana M. Gomez
Finance Director

ATTEST:

AS TO PROESSIONAL

Corporate Secretary
Print Name: _____

Print Name: _____
Title : _____

(SEAL)

(OR)
WITNESSES(2):

Print Name: _____

Print Name : _____