

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



REQUEST FOR PROPOSALS
RFP No. 2023-008

OCCUPATIONAL HEALTH & MEDICAL SERVICES

Submittal Deadline / RFP Opening: March 13, 2023, at 2:00 PM



CORAL GABLES, FL

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

PROCUREMENT DIVISION

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

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PROPOSER'S ACKNOWLEDGEMENT

RFP Title: Occupational Health & Medical Services	Electronic submittals must be received prior to 2:00 p.m., March 13, 2023, via Public Purchase and will remain valid for 120 calendar days. Submittals received after the specified date and time will not be accepted.
RFP No.: 2023-008	
A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Contact: Andrea Chung Title: Procurement Specialist Telephone: 305-441-5745 Email: achung2@coralgables.com contracts@coralgables.com

Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: __ Partnership: __ Individual: __ Other: __	Fax No.:
Bid Bond/Security Bond (if applicable) __ No	Email:

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

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

Authorized Name and Signature

Title

Date

CITY OF CORAL GABLES, FL

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

Procurement Division

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

PUBLIC NOTICE

Request for Proposals (RFP) No.: 2023-008

The City of Coral Gables, Florida is seeking proposals for Occupational Health & Medical Services, from qualified and experienced firms, readily available to provide the services outlined in this solicitation.

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

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

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

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

A non-mandatory pre-proposal conference will be held, on February 17, 2023, at 10:00 a.m. Attendance shall be via telephone conference by calling (305) 461-6769 and entering Meeting ID: 858 8095 0592 and passcode: 386829 or by joining in the meeting at <https://us02web.zoom.us/j/85880950592?pwd=d3BDQ1pybnNMTERzbU8zOFBocnBLQT09>
Attendance is encouraged and recommended as a source of information but is not mandatory.

Any request for additional information or clarification must be submitted via Public Purchase no later than February 24, 2023, at 4:00 PM. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

Electronic submittals for RFP No. 2023-008 will be received until 2:00 p.m., on March 13, 2023, via Public Purchase.

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

Anticipated Schedule of Events:

RFP Advertisement	Monday, February 10, 2023
Non-Mandatory Pre-Proposal Conference	Friday, February 17, 2023, at 10:00 AM
Deadline for Questions	Friday, February 24, 2023, at 4:00 PM
Proposals Submittal Deadline	Monday, March 13, 2023, at 2:00 PM

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

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

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

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

Conflict of Interest and Code of Ethics

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

City Clerk, Lobbyist Registration, Applications and Forms

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

Sincerely,

Chief Procurement Officer

CONE OF SILENCE

Request for Proposals (RFP) No. 2023-008

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of silence is defined to mean a prohibition on:

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

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

Imposition:

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

Termination:

The cone of silence shall terminate at:

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

Violations:

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

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

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2023-008

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

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

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

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. **PAGE # _____**
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. **PAGE # _____**
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. **PAGE # _____**
- 4) Fill out and submit the Solicitation Submission Check List. **PAGE # _____**
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through H. **PAGE # _____**
- 6) Fill out, E-Verify Affidavit **PAGE # _____**
- 7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. **PAGE # _____**
- 8) Fill out, Lobbyist Registration & Oral Presentation Forms **PAGE # _____**

SUBMITTAL - SECTION II: EXPERIENCE AND PROPOSER'S QUALIFICATIONS

(i) FOR PROPOSER:

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. **PAGE # _____**
- 2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies and private employers similar in size to the City of Coral Gables. **PAGE # _____**

(ii) FOR KEY PERSONNEL:

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

PAGE # _____

SUBMITTAL - SECTION III: PROJECT APPROACH AND METHODOLOGY

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

PAGE # _____

- 2) Provide address(es) of local offices, examination and testing locations and the number of offices/facilities within a ten (10) mile radius of the City limits.

PAGE# _____

- 3) Provide a list of qualified medical personnel, equipment and testing supplies necessary to perform all exams and testing for new hires and City employees.

PAGE # _____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

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

PAGE # _____

- 2) List all contracts for which the Proposer has performed (past and present) as a PRIME for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City. Any and all Proposer's performance records (satisfactory and unsatisfactory) will be utilized in the evaluation process regardless of the type of work performed for the city.

PAGE # _____

- 3) Provide a list with contact information of all public and private sector clients in the last five (5) years, and include if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. Additionally, please provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure. The City reserves the right to contact any reference or current customer identified as part of the evaluation process.

PAGE # _____

- 4) Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (See Affidavit D).

PAGE # _____

SUBMITTAL – SECTION V: PRICE PROPOSAL

- 1) Provide pricing on the Response Form for **Exhibit A – Pricing Proposal**

PAGE # _____

SUBMITTAL – SECTION VI: AGREEMENT COMMENTS/EXCEPTIONS

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

-- NOTICE --

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

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

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

SECTION 1 – INTRODUCTION TO REQUEST FOR PROPOSAL

Request for Proposals (RFP) No. 2023-008

1.1. Invitation

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

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

1.2. Contract Terms and Conditions

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

The term(s) of the Agreement shall be for an initial period of three (3) years with two (2) one (1) year renewals.

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

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

B. CONTRACT EXTENSION

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

1.3. Additional Information or Clarification

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

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

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

Proposer's should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

1.4. Method of Award

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

1.5. Award of an Agreement

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

1.6. Agreement Execution

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

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

1.7. Unauthorized Work

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

1.8. Changes/Alterations

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

1.9. Discrepancies, Errors, and Omissions

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

1.10. Disqualifications

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

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

1.11. Proposer Expenditures

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

1.12. Financial Stability and Strength

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

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

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

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

1.13. Contract Termination

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

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

1.14. Contract Administrator

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

1.15. Continuation of Work

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

1.16. Definitions

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

May denotes the permissive.

Must denotes the imperative.

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

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

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

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

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

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

SECTION 2 – SCOPE OF SERVICES

Request for Proposals (RFP) No. 2023-008

2.1 Introduction

The City of Coral Gables is soliciting Proposals to secure Occupational Health/Medical Services from a qualified, experienced, and licensed firm (“Proposer”) specializing in occupational health. The awarded firm will be required to provide the City with pre-employment physical examination, annual physical examination, drug testing, fitness for duty examinations, return to work physical examination, treatment, and diagnosis of work-related injuries (worker's compensation) and other contractual obligations (“Services”). Only employees or prospective employees referred and authorized by the Department of Human Resources, shall be provided with the Services.

2.2 Scope of Work

The Proposer shall provide occupational health/medical services on an “as needed” basis as determined by the City. Services should be conducted for persons referred and authorized by the Department of Human Resources. Any services that are to be provided on an outsourced or subcontracted basis should be responded to but must be denoted as “subcontracted.” Proposer shall also provide address(es) of local offices, examination and testing locations and the number of offices/facilities within a ten (10) mile radius to the City limits.

2.2.1 Drug Testing

- a. The Proposer must be able to provide all drug and alcohol testing in compliance with the Federal Department of Transportation (DOT) regulations, including the Federal Transit Administration (FTA), the City's Drug Free Workplace Policy under Exhibit C of the RFP, and any other applicable federal, state, and/or local laws.
- b. The Proposer will conduct pre-employment drug testing for prospective employees possessing commercial driver's license (CDL) and applicable non-DOT employees.
- c. The Proposer will be required to provide current copies of certifications of Medical Review Officer (MRO), Breath Alcohol Technician (BAT), and Substance Abuse Professional (SAP) personnel. These certifications must comply with the DOT and FTA requirements.
- d. The Proposer must have 24-hour sample collection and testing capability for incident/accident triggered, reasonable suspicion occurrences and random testing to ensure all shifts have adequate testing availability.
- e. Services shall also include the management and selection of the City's random drug testing program. The Proposer must have a certified Medical Review Officer (MRO) on staff. The MRO shall interpret results and consider alternative explanations for positive results.
- f. Drug testing results shall be provided to the City within five (5) business days of the test being administered.

2.2.2 Pre-Employment Physical Examination, Annual Physical Examination, Fitness for Duty Examinations, Return to Work Physical Examination, and Other Contractual Obligations

- a. Examinations must be performed by a physician licensed in the State of Florida. Physician(s) performing pre-employment physical examination, annual physical examination, fitness for duty,

return to work physical examination, and other contractual obligations must be certified with the American Board of Medical Specialties medical physician in their respective discipline. X-ray results must be interpreted by a Radiologist, licensed in the State of Florida.

- b. A Cardiologist, licensed in the State of Florida, must interpret EKG results, and administer the Cardiovascular Stress Test.
- c. All physical examinations, test and related medical procedures shall be conducted in a licensed facility operated by the Proposer.
- d. At the time of Proposal submittal and in accordance with Federal, State, and Local requirements, the Successful Proposer must have operable equipment, as well as adequate back-up equipment, staff, and a licensed facility to conduct the required examinations and analyze their results.
- e. The facility must have an adequate reception area.
- f. The facility must have vehicle parking at no cost to the City or employee/applicant receiving the services.
- g. Services must be offered, at a minimum, Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M. and will be required to have 24-hour on-call /hotline available for emergencies.
- h. A Program/Office Manager shall be designated who will be responsible for the program coordination and to provide a single point of contact between the firm and the Department of Human Resources on all matters concerning the Services and/or contract.
- i. All such services shall be performed in accordance with the City's established Medical Protocol under Exhibit B of the RFP. The Proposer shall adhere to the protocols as provided by the City, and under no circumstances shall any additional test be offered or performed without written approval of the City designed representative.
- j. The Proposer shall maintain a current record indicating the name, date, and examination(s) completed, and results for each employee/applicant processed. The Provider must submit written reports compliant with the HIPAA Act of 1996, to the Department of Human Resources, 2151 Salzedo Street, Coral Gables, Florida 33134, for each employee/applicant examined.
- k. Written results of all examinations and evaluations compliant with HIPAA, as well as any recommendations, shall be delivered to the Department of Human Resources, at no additional cost, within 24 hours of completion of Services. Verbal results (excluding blood or laboratory work) may be requested by the Department of Human Resources on the day examination is completed.
- l. The Successful Proposer must be in and maintain compliant with HIPAA throughout the duration of the Contract. The Successful Proposer may be required to provide proof of such to the City at time of proposal submission and any time upon request during the duration of the Contract.
- m. Retests that may be required for any reason shall be performed at the expense of the firm. All medical visits shall include obtaining a thorough medical history, laboratory work up, and a comprehensive physical examination by a licensed physician. The Proposer shall conduct this in no more than one (1) visit unless any additional medical tests are required. (NOTE: This does not apply to return to work from personal illness or on the job injury physical examinations).
- n. Completed results of physicals shall be provided to the City within ten (10) business days of the test after the initial visit of the employee/candidate.
- o. The Successful Proposer will be required to provide current copies of certifications of Medical Review Officer, Breath Alcohol Professional (SAP) personnel. These certifications must comply with DOT requirements.

2.2.3 Workers' Compensation Program

- a. Proposer shall provide medical care for City employees for injuries and/or illnesses covered under Chapter 440, Florida Statutes. The scope of this treatment will be equal to that normally rendered in an outpatient setting. It does not include treatment by others to whom the patient may be referred. It also does not include treatment requiring hospital emergency care.
- b. Successful Proposer must provide a doctor specializing in Occupational Medicine and qualified in the treatment and diagnosis of work-related injuries.
- c. Successful Proposer must provide appropriate medical care and case management at a minimum of five (5) days a week from 8:00 a.m. to 5:00 p.m., for City employees that have injuries or illnesses alleged to have occurred because of their employment.
- d. A duty doctor shall be on duty 100% of the work week.
- e. The facility must have on-site equipment to perform X-Ray examinations.
- f. Successful Proposer shall expedite treatment of all workers' compensation patients. Excessive waiting times are not acceptable unless an extreme circumstance exists.
- g. The "Duty Status Form" DWC-25(Florida Worker's Compensation Uniform Medical Treatment/Status Reporting Form) shall be given to each patient to be turned in to their shift supervisor on the date of service. A copy of the DWC-25 shall also be emailed to the Human Resources Department within 24 hours.
- h. Proposer shall provide and forward complete dictations on all visits within three (3) to five (5) business days.
- i. Proposer agrees that all referrals will be authorized through the City's Third Party Administrator (TPA) according to Chapter 440, Florida Statutes.
- j. Successful Proposer shall meet with the Human Resources Department and the TPA on a quarterly basis to review the areas of concern, complex cases and potential problems.
- k. Proposer shall bill according to the Worker's Compensation Medical Fee Schedule from the State of Florida. A percentage of discount may be offered to the fee schedule. The Schedule may be viewed by visiting <https://www.myfloridacfo.com/division/wc/manuals>.
- l. Proposer must be able to differentiate between work related injury/illness or pre-existing medical problems by performing a Status to Be Determined Exam, when necessary. If the injury is found not to be work related, Proposer agrees to immediately notify the Human Resources Department. All pre-existing medical problems or individual health related problems must be treated at individual's own cost.
- m. Proposer shall notify the Human Resources Department via email when employees fail to meet appointments.
- n. Proposer shall become familiar with the requirements of an injured employee's job duties. This knowledge will assist both employee and the Proposer in determining the employee's ability to return to full duty status or light duty.
- o. Proposer shall provide the Human Resources Department reports including, but not limited to services provided, number of visits, dates of accident, dates of treatment, types of treatment, in and out times and the cost for services upon request.

- p. Proposer shall maintain accurate medical records for every City employee receiving medical care. Individual patient records and reporting systems necessary to carry out program administrative, planning, and legal requirements will be established and maintained.
- q. Proposer must be familiar with Workers' Compensation laws and provide hearing testimony when needed.
- r. Proposer shall conduct return to work or fitness for duty examinations as requested by the City's Human Resources Department and provide appropriate feedback to staff regarding employees' work restrictions in relation to the employees' job duties.
- s. Proposer must rely upon the most up to date Medical Treatment Guidelines adopted by the Florida Division of Workers' Compensation when treating patients and when determining work status.
- t. City Employees may be given a "Patient Satisfaction Survey" upon completion of medical services or when they reach Maximum Medical Improvement (MMI).

2.3.4 Billing

- a. Invoices are to be submitted monthly to the City designated representative reflecting fees for all exams and tests for the previous month.
 - i. Invoices for pre-employment physical examination, annual physical examination, pre-employment drug testing, fitness for duty examinations, return to work physical examinations shall be submitted to the Department of Human Resources, Attention: Human Resources Director, 2151 Salzedo Street, Coral Gables, Florida 33134.
 - ii. Invoices for workers' compensation, random drug testing, reasonable suspicion, and after an accident/injury drug testing services shall be submitted to Human Resources, Attention: Human Resources Director or the City's Third Party Administrator (TPA).
- b. Invoices must be submitted no more than thirty (30) days after the month ends. Invoices are to include, at a minimum, the exam or test date; the type of exam or test conducted; and the name of the employee or applicant tested. Fees for related services are to be itemized.

SECTION 3 – MINIMUM QUALIFICATION REQUIREMENTS

Request for Proposals (RFP) No. 2023-008

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

(A) PROPOSERS SHALL:

- (1) Be regularly engaged in the business of providing the services described in this RFP for a minimum of five (5) years. **Required Submittals:** Three (3) client references including name, contact information including address/telephone/email, length of services provided, and the actual services provided to the client.
- (2) Shall provide addresses of local offices, examination and test locations and the locations within a ten (10) mile radius of the City's limits.
- (3) Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services for the City.
- (4) Provide a list of qualified medical personnel, equipment and testing supplies necessary to perform all exams and testing for new hires and City employees.

(B) KEY PERSONNEL:

- (1) Physicians performing examinations must be licensed in the State of Florida and an American Board of Medical Specialties Certified Medical Physician in their respective discipline.
- (2) Provide current copies of certifications of Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) personnel.
- (3)

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SECTION 4 – GENERAL CONDITIONS

Request for Proposals (RFP) No. 2023-008

4.1 Acceptance/Rejection

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

4.2 Legal Requirements

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

4.3 Non-Appropriation of Funds

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

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

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

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

4.5 Use of Polystyrene Prohibited

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

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

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

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

4.7 Public Entity Crimes

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

4.8 Resolution of Protests

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

4.9 Determination of Responsiveness

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

4.10 Evaluation of Responses

A. Rejection of Responses

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

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

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

B. Elimination from Consideration

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

C. Determination of Responsibility

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

4.11 Collusion

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

4.12 Sub-Contractor

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

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

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

4.13 Substitutions for Assigned Personnel

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

4.14 Florida Public Records Law

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

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

4.15 Trade Secret, Proprietary or Confidential Information

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

4.16 Purchasing Agreements with Other Government Agencies

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

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

4.17 Protection of Property / Safety Concerns

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

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

4.18 Invoicing & Payment

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

4.19 Auditing of Records

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

4.20 Single Proposal

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

4.21 Estimated Quantities

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

4.22 Background Screenings

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

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

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

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

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

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SECTION 5 –

INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

Request for Proposals (RFP) No. 2023-008

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

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

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

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

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Professional will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, PROFESSIONAL will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.
- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to

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

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

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

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

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

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

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

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

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

5.6.2 PROPOSER REQUIREMENTS

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

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

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

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

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

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

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

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

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

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

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

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

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

5.6.3.3.2 Any Auto (Symbol 1)

5.6.3.3.3 Hired Autos (Symbol 8)

5.6.3.3.4 Non-Owned Autos (Symbol 9)

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

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction.

5.6.4.2 Commercial General Liability

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

5.6.4.3 Commercial Auto Liability

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

5.6.5 CYBER RISK LIABILITY

Contractor agrees to maintain cyber risk liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims

involving but not limited to: privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, media liability, business interruption, extra expense and network security.

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

5.6.7 REQUIRED ENDORSEMENTS

5.6.7.1 The following endorsements with City approved language

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

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

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

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

5.6.8 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.8.1 The following documents must be provided to the City;

5.6.8.1.1 A Certificate of Insurance containing the following information:

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

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

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

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

5.6.9 WAIVER OF INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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SECTION 6 - SUBMISSION REQUIREMENTS

Request for Proposals (RFP) No. 2023-008

6.1 SUBMITTAL INSTRUCTIONS

Proposers shall submit an electronic response via Public Purchase.

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

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

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

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

6.2 RESPONSE FORMAT

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

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

PROPOSERS SHALL:

- 1) Show the **RFP Number and Title**, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective **"Sections"** listed below. Clearly identify the material by section and page number.
- 3) Fill out, sign, and submit the **Proposer's Acknowledgement Form**.
- 4) Fill out and submit the **Solicitation Submission Check List**.
- 5) Fill out, sign, notarize (as applicable), and submit the **Proposer's Affidavit** and **Schedules A through H**.

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

SUBMITTAL II:

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

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, copy of applicable licenses/certifications, credentials, capabilities, and capacity to meet the City's needs.
- 2) Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies and private sector employers similar in size to the City of Coral Gables.

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

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

SUBMITTAL III: PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY

PROPOSERS SHALL:

- 1) Describe in detail, your understanding, approach and methodology to perform the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to work with the City in providing the services outlined in this RFP.
- 2) Provide address(es) of local offices, examination and testing locations and the number of offices/facilities within a ten (10) mile radius of the City limits.
- 3) Provide a list of qualified medical personnel, equipment and testing supplies necessary to perform all exams and testing for new hires and City employees.

SUBMITTAL IV: PAST PERFORMANCE AND REFERENCES

PROPOSERS SHALL:

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

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

SUBMITTAL V: AGREEMENT COMMENTS/EXCEPTIONS

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

SUBMITTAL VI: PRICE PROPOSAL

- 1) Provide pricing on the Proposal Pricing Form

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SECTION 7 - EVALUATION / SELECTION PROCESS

Request for Proposals (RFP) No. 2023-008

7.1 Evaluation Procedures

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

7.2 Method of Evaluation / Evaluation Criteria

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

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

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

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

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

7.3 Evaluation Criteria

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

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

Proposer Evaluation Criteria Breakdown:

a) Experience and Qualifications

Total Points: 30

- Proposer's qualifications including, but not limited to, company history and description, number of years in business, size, number of employees, office location where work is to be performed, licenses/certifications, credentials, capabilities and capacity to meet the City's needs: **Points 10**
- Qualifications and experience of all proposed key personnel: **Points: 5**
- Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies and private sector employers similar in size to the City of Coral Gables: **Points: 10**
- Other relevant experience: **Points: 5**

b) Proposed Approach and Methodology

Total Points: 30

- Proposer's overall detailed understanding, approach and methodology to perform the services solicited herein. Understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with City staff, and Proposer's intent to work with the City in providing the services outlined in this RFP. **Points: 10**
- Provide address(es) of local offices, examination and testing locations and the number of offices/facilities within a ten (10) mile radius of the City limits. **Points: 10**
- Provide a list of qualified medical personnel, equipment and testing supplies necessary to perform all exams and testing for new hires and City employees. **Points: 10**

c) Past Performance and References

Total Points: 10

- Proposer's three (3) references (but no more than five (5)) from public sector agencies and private sector employers similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP **AND** list all contracts for which the Proposer as performed (past and present) as a PRIME for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City. Any and all Proposer's performance records (satisfactory and unsatisfactory) will be utilized in the evaluation process regardless of the type of work performed for the city. **Points: 6**

- Provide a list with contact information of all public sector and private sector employers clients in the last ten (10) years, and include if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. Additionally, please provide any documentation related to performance issues of the current or past contracts to include any non-performance reports or notices to cure. The City reserves the right to contact any reference or current customer identified as part of the evaluation process. **Points: 2**
- Incidents within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP. **Points: 2**

d) Agreement Comments/Exceptions

Total Points: 5

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

e) Overall Cost

Total Points: 25

- Proposed pricing as shown on the Proposal Pricing Form.

Points: 25

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SECTION 8 - PROPOSAL PRICING

Request for Proposal (RFP) No. 2023-008

8.1 PROPOSAL PRICING FORM

Each Proposer shall ensure the Proposal Pricing Form - Exhibit B is completed in full. Pricing submitted in any other format will not be accepted or considered.

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

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

The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

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

Request for Proposal (RFP) No. 2023-008

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

- A - Certificate of Proposer
- B - Non-Collusion Affidavit
- C - Drug Free Statement
- D - Proposer’s Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda

9.2 Employer E-Verify Affidavit

9.3 Lobbyist Registration & Oral Presentation Forms

SECTION 10 –
PROFESSIONAL SERVICES AGREEMENT (DRAFT)

Request for Proposal (RFP) No. 2023-008

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