

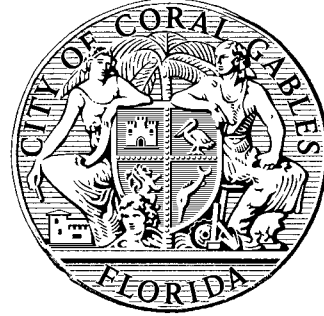
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Maria A. Jimenez, Interim City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2009.01.21

THEATER DRAMA PROFESSIONAL

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Danilo “Danny” Benedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: Danilo “Danny” Benedit, Procurement Supervisor

Telephone: 305-460-5115 / Facsimile: 305-261-1601
contracts@coralgables.com

January 2009



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5115, Fax: 305-261-1601

PROPOSER ACKNOWLEDGEMENT

THEATER DRAMA PROFESSIONAL

RFP No. 2009.01.21

A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.

Proposal must be received prior to **2:00 p.m.** Thursday, March 05, 2009 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in the Procurement's Office located at 2800 SW 72nd Avenue, Miami, FL 33155. All Proposals received after the specified date and time will be returned unopened.

Contact: Danny Benedit, Procurement Supervisor
Telephone: 305-460-5115
Facsimile: 305-261-1601
contracts@coralgables.com

PROPOSERS ACKNOWLEDGEMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSALS ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE PROPOSAL DOCUMENT.

Proposers Name:	Fed. ID No. or SS Number:
Complete Mailing Address:	Telephone No.:
	Fax No.:
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Reason for no Response:
Bid Bond/Security Bond (if applicable) is attached in the amount of \$ _____	

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR RFP NON-RESPONSIVE.

SIGN BELOW TO ACKNOWLEDGE THIS PROPOSAL.

THE PROPOSER CERTIFIES THAT THIS PROPOSAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE PROPOSAL DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE PROPOSAL DOCUMENT AS RECEIVED. THE PROPOSER FURTHER PROPOSES AND AGREES, IF THE PROPOSAL 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 PROPOSAL PERTAINS. FURTHER, BY SIGNING BELOW IN BLUE INK ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Authorized Name and Signature

Title

Date



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5115, Fax: 305-261-1601

P U B L I C N O T I C E

Request for Proposal (RFP) No 2009.01.21

The City of Coral Gables' Parks and Recreation Department is requesting a Theater/Drama Professional. The Theater/Drama Professional or his/her designee, shall coordinate a fall, winter, spring and summer schedule of activities in cooperation with and approval by the Parks and Recreation Director or his/her designee.

The schedule of activities shall include but not be limited to: Theater and Drama programming conducted during the academic school year; Theater and Drama programming for children, teens and adults to include productions; Summer, Holiday and Spring Break Camp Programs. The goal of all programming should be to provide a well rounded theater experience for all participants.

The Theater/Drama Professional, and his/her designee, shall be responsible to and report to the Parks and Recreation Director, or his/her designee, regarding all areas of operation/maintenance of the Theater/Drama Facility.

Request for Proposal packages may be picked up at the Office of the Chief Procurement Officer/Finance Department, Procurement Division, or requested by phone (305) 460-5115, fax (305) 261-1601, or via e-mail contracts@coralgables.com. Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155.

Proposals for **RFP No 2009.01.21, THEATER DRAMA PROFESSIONAL**, will be received until **2:00 p.m., Thursday, March 05, 2009**, at the following address:

City of Coral Gables
Finance Department/Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155

The City of Coral Gables will not accept and will in no way be responsible for any proposals received after the deadline of **Thursday, March 05, 2009, 2:00 p.m.** The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. The City will not be responsible for delays caused by mail, courier services, including U.S. Mail, or any other occurrence.

Schedule of events for this RFP is as follows;

RFP Advertisement	January 30, 2009
Pre-Bid Conference	N/A
Last date to request packages	March 04, 2009 - 4:00 PM
Questions	February 20, 2009 – 4:00 PM
Answers	February 24, 2009 – 4:00 PM
Proposals Submittal Deadline City of Coral Gables Procurement Division - 2800 SW 72nd Avenue - Miami, FL 33155	March 05, 2009 - 2:00PM Procurement Conference Room
Certification Committee City of Coral Gables Procurement Division - 2800 SW 72nd Avenue - Miami, FL 33155	March 06, 2009 If Applicable Procurement Conference Room
Evaluation Committee City of Coral Gables Procurement Division - 2800 SW 72nd Avenue - Miami, FL 33155	March 06, 2009 Procurement Conference Room
City Commission	March 24, 2009 (Estimated Date)
Contract Commencement	April 01, 2009 (Estimated Date)

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

PROPOSAL PRICES MUST BE FIRM FOR A MINIMUM OF NINETY (90) DAYS. ESCALATION CLAUSES OF ANY KIND ARE NOT ACCEPTABLE. THE CITY OF CORAL GABLES RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF CORAL GABLES, OR WAIVE ANY INFORMALITY IN ANY PROPOSAL. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL PROPOSALS.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSAL IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE REQUEST IN WRITING TO THE CITY OF CORAL GABLES, CITY CLERKS OFFICE:

City of Coral Gables
City Clerk's Office
405 Biltmore Way, 1st Floor
Coral Gables, FL 33134

- CONE OF SILENCE – Ordinance No. O2008-27
- CODE OF ETHICS & CONFLICT OF INTEREST – Ordinance No. O2008-27
- DEBARMENT PROCEEDINGS – Ordinance No. O2008-27
- PROTEST PROCEDURES – Ordinance No. O2008-27
- LOBBYIST REGISTRATION & DISCLOSURE OF FEES – Ordinance No. O2008-27

Sincerely,

Chief Procurement Officer



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5115, Fax: 305-261-1601

CONE OF SILENCE

Request for Proposal (RFP) No 2009.01.21

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), 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) the time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

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

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



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

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CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 1

Request for Proposal (RFP) No 2009.01.21

1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

1.1. Invitation

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

1.2. Contract Terms and Conditions

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

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

1.3. Submission of Responses

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

The original Proposal with Three (3) copies must be submitted to the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date will be the sole responsibility of the Proposer to deliver their proposal to the Chief Procurement Officer's office on or before the closing hour and date indicated.

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED ON THE EXTERIOR AS FOLLOWS:

RFP NO 2009.01.21

PROPOSER NAME AND ADDRESS:

TO BE OPENED ON:

THURSDAY, March 05, 2009 – 2:00 PM

AND ADDRESSED TO:

**CITY OF CORAL GABLES
PROCUREMENT DIVISION
2800 S.W. 72ND AVENUE
MIAMI, FL 33155**

No responsibility will be attached to the Procurement office for the premature opening of a Proposal not properly addressed and identified. **All Proposals submitted become the exclusive property of the City of Coral Gables.**

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

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

1.4. Additional Information or Clarification

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification at the pre-proposal conference or by **WRITTEN REQUEST** via fax or email to the Chief Procurement Officer. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM**, mailed and/or faxed to all parties recorded by the City's Chief Procurement Officer as having received the Proposal Documents prior to the response submission date. No person is authorized to give oral interpretations of, or make oral changes to the proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. It is the Proposer's responsibility to assure receipt of all addenda.

Facsimiles must have a cover sheet that includes the Proposers name, RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing no later than **February 20, 2009 prior to 4:00 PM.**

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

1.5. Proposal Format

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

- (a) Title Page. Show the RFP subject, the name of your firm, address, telephone number, name of contact person and date.
- (b) Table of Contents. Clearly identify the material by section and page number.
- (c) RFP Checklist.
- (d) Letter of Commitment and Authorization. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work. Give the names of the person(s) who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.
- (e) Profile of Proposer. State the location of the office from which your work is to be performed. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by the RFP will be brought to bear on the proposed work. Provide a list and description of similar municipal engagements satisfactorily performed in the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance. State whether you have been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance.

- (f) Summary of Proposer's Qualifications. Identify your Project Manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes should be included as an appendix. Describe the experience in conducting similar projects for each of the Project Managers or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.
- (g) Project Understanding, Proposed Approach, and Methodology. Describe, in detail, your approach to perform the proposed contract work.
- (h) Proposals must include the percentage of gross revenues that the Proposer will charge for the cost of services provided, not to exceed the maximum of 70%.
- (i) Project Time Schedule, if applicable. Provide a detailed time schedule for this project.
- (j) Three (3) - Five (5) page Program Outline for possible development at the Coral Gables Youth Center Theater facility.
- (k) Personal resume of the Offeror, inclusive of education, experience and role/responsibilities of each position held.
- (l) Personal resume of Offeror's representative/manager/director responsible for the direct implementation and management of programs, activities, camps as defined in the Program Outline. (if applicable)
- (m) Three (3) Professional letters of recommendation

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

Proposers shall complete and submit as part of its Response all of the following forms and/or documents:

- | | |
|--------------------------------------|--|
| · Proposers Acknowledgement | · Cone of Silence |
| · Proposers Qualifications Statement | · Code of Ethics & Conflict of Interest |
| · Americans with Disabilities Act | · Formal Solicitation Protest Procedures |
| · Certified Resolution | · Drug Free Work Place Form |
| · Foreign Corporations | · Lobbyist Application |
| · Offeror's Certifications | · Lobbyist Biennial Registration Application |
| · Non Collusion Affidavit | · Professional Service Agreement |

1.6. Registration

It is the policy of the City that all prospective Proposers register as a Vendor indicating the commodities which the Proposer can regularly supply. Should a prospective Proposer not be currently listed on the City's Proposer/bidders list, you may register via internet at:

<http://www.coralgables.com/CGWeb/procurement.htm>

For any questions, contact the Procurement Office at 305-460-5102. It is the sole responsibility of the Proposer to insure that they are properly registered with the City.

1.7. Award of an Agreement

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more proposer deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.8. Agreement Execution

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

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

1.9. Unauthorized Work

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

1.10. Changes/Alterations

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

1.11. Discrepancies, Errors, and Omissions

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

1.12. Disqualifications

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

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

1.13. Proposers Expenditures

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



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 2

Request for Proposal (RFP) No _____

2.0: RFP SCOPE OF SERVICES

2.1 INTRODUCTION

The convenience of Coral Gables remains one of its primary attractions. Located in the heart of Dade County, Coral Gables is a short drive from major employment centers in downtown Miami and is home to 175 multinationals, 26 consulates and trade offices and more than 30 fine art galleries. Coral Gables is also known as the Fine Dining Capital of South Florida *and has the highest concentration of live theater in Miami-Dade County.*

Transportation needs are serviced by Miami International Airport, a 10-minute drive from the Gables, two Metro-Rail stations, a public bus system and a city operated trolley system.

Over forty-two thousand (42,000) residents call Coral Gables home, with 22% of the population under the age of 18 years.

Coral Gables recreation facilities feature two golf courses, a historic swimming pool, public tennis courts, a fully landscaped parks system and a recreation facility which provides recreational, cultural and educational programs for all ages.

The Coral Gables War Memorial Youth Center is a hub of activity for the community; a place where people of all ages come to learn and participate in planned physical and educational activities.

The 58,000 square foot Youth Center includes a gymnasium, theater, toddler room, youth and teen room, a classroom, parks and recreation administrative offices, a theater/drama center, dance studio, outdoor hockey rink, outdoor basketball courts, art and ceramic studio, teaching kitchen, indoor and outdoor playground and an outdoor athletic field complex.

The Theater/Drama center includes: open audience seating for up to 200 patrons, wooden stage floor, professional sound system, theater lighting system, backstage area with restroom and storage. In addition, a dance studio with a wood-sprung floor and a classroom are available to make the Theater/Drama program complete

2.2 QUALIFICATIONS OF THEATER/DRAMA PROFESSIONAL

The successful Offeror, individual or company, will have a minimum of a Bachelor's Degree in Musical Theater; Theater Arts; Music Business & Entertainment; or a related field. A minimum of 3 years of professional experience in the Theater Arts Industry and/or management of Theater Programs is required. CPR/First Aid and AED Certification required.

2.3 DUTIES AND RESPONSIBILITIES

2.3.1 General

The Theater/Drama Professional, and his/her designee, shall coordinate a fall, winter, spring and summer schedule of activities in cooperation with and approval by the Parks and Recreation Director or his/her designee.

The schedule of activities shall include but not be limited to: Theater and Drama programming conducted during the academic school year; Theater and Drama programming for children, teens and adults to include productions; Summer, Holiday and Spring Break Camp Programs. The goal of all programming should be to provide a well rounded theater experience for all participants.

The Theater/Drama Professional, and his/her designee, shall be responsible to and report to the Parks and Recreation Director, or his/her designee, regarding all areas of operation/maintenance of the Theater/Drama Facility.

The Theater/Drama Professional, and his/her designee, shall be at the site of the Theater Facility a minimum of twenty five (25) hours per week and at all additional times reasonably necessary for the performance of the job responsibilities specified by the executed contract.

Use of the Theater Facility by the Theater/Drama Professional will be scheduled and reserved according to a submitted class/performance/camp schedule. Changes to the schedule or additional use requested must be pre-approved by the Parks and Recreation Director or his/her designee.

The Theater/Drama Professional does not/will not have exclusive use of the Theater Facility. The City will use the Theater facility for meetings, programs and activities as needed. When available, alternate space within the Coral Gables Youth Center may be provided.

The Theater/Drama Professional, and his/her designee, must be physically visible in the Theater facility during all hours of operation and shall monitor and supervise the theater facility, staff and programs during all scheduled/reserved use.

The Theater/Drama Professional, and his/her designee, will provide a full schedule of activities to include: Class/Program Name, Age of Participants to be served, Class/Program Description inclusive of field trip location and date, begin/end time of the class/program and weekly lesson plan.

Transportation services secured by the Theater/Drama Professional must be approved by the Parks and Recreation Director and the City of Coral Gables Risk Management Division prior to use.

The schedule of Classes/Programs/Camps will be submitted by the Theater/Drama Professional upon the request of the Parks and Recreation Director, or his/her designee. Information submitted will be used for inclusion into the Coral Gables Parks and Recreation Leisure Guide (Three (3) publications per year) and additional marketing materials.

All additional marketing materials, including but not limited to, flyers, articles etc. must have pre-approval of the Parks and Recreation Director or his/her designee.

The Theater/Drama Professional, and his/her designee, shall monitor and supervise the Theater operations and the behavior, actions, work etc. of Theater staff. Additionally, the Professional will conduct operations in an orderly, professional manner so as not to annoy, disturb or be offensive to customers, patrons or others in the immediate vicinity of such operations.

The Theater/Drama Professional, and his/her designee, shall attend monthly Youth Center staff meetings. Attendance at these staff meetings is mandatory for the Drama/Theater Professional or his/her representative.

The Theater/Drama Professional, and his/her designee, shall furnish prompt and efficient service adequate to meet all reasonable demands, including the establishment of a schedule of services/programs for approval by the Parks and Recreation Director, or his/her designee. Any changes to a pre-approved schedule of services/programs must be agreed upon by the Parks and Recreation Director, or his/her designee, prior to implementation.

The Theater/Drama Professional, and his/her designee, shall inform the Parks and Recreation Director, or his/her designee, of changes regarding the theater industry in general, rules, regulations, equipment and trends associated with the operation of a recreational Theater program. The Professional shall provide advice on appropriate actions and/or changes.

The Theater/Drama Professional, and his/her designee, shall assist the Parks and Recreation Director, or his/her designee, in recommending theater facility equipment and improvements and improvements to the overall Theater operating policies and procedures at the Coral Gables Youth Center.

2.3.2 Personnel

The Theater/Drama Professional represents that he/she has, or will secure at his/her own expense, all necessary personnel required to perform the stated services of this RFP and the executed contract. Such personnel shall NOT be City employees or have any contractual relationship with the City.

The Theater/Drama Professional, prior to assuming management of the Theater/Drama Facility, must present a complete list of employees including but not limited to: name, contact phone number, email address, position held and duties to the Parks and Recreation Director, or his/her designee. ***The resume of the on-site manager or employee responsible for the day to day operations of the Theater/Drama Facility must be submitted to and approved by the Parks and Recreation Director or his/her designee prior to the start of business.***

All of the services required by this RFP shall be performed by the Theater/Drama Professional and his/her personnel. Staff employed by the Theater/Drama Professional to perform these services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Theater/Drama Professional shall be liable for all work performed by his/her personnel.

The Theater/Drama Professional and all employees of the Theater/Drama Professional, prior to contact with any/all participants, must submit to a background check, at no cost to the City, in compliance with local, state and Federal laws. The background check shall be completed by the City of Coral Gables Human Resource Department at the expense of the Theater/Drama Professional. The City shall have the right to refuse to allow any potential employee of the Theater/Drama Professional to work on City property when it deems that their presence on City property is not in the City's best interest.

The Theater/Drama Professional shall establish, implement and maintain procedures and internal controls to ensure that each employee complies with any and all applicable provisions of the executed contract and all site rules and regulations of the Youth Center and City of Coral Gables.

The Theater/Drama Professional, and employees of the Theater/Drama Professional, shall use neither controlled substance, unless prescribed by a licensed physician, illegal substances or alcohol. The Theater/Drama Professional and employees of the Theater/Drama Professional, when on or in City property, will not smoke or use tobacco-related products while engaged in their work.

The Theater/Drama Professional, and employees of the Theater/Drama Professional, shall comply with all applicable local, state and Federal laws, rules, regulations and procedures.

All applicable taxes, fringe benefits and training for all personnel for the performance under the executed contract shall be the sole responsibility of the Theater/Drama Professional.

2.3.3 Customer Service

The Theater/Drama Professional, and employees of the Theater/Drama Professional, shall, at all times, provide courteous and efficient service to the citizens of Coral Gables and members and guests of the Theater/Drama Center and/or Youth Center.

The Theater/Drama Professional, and his/her designee, shall monitor, control and supervise the conduct, demeanor and appearance of employees, agents, representatives, visitors, customers and patrons. Upon objection by the Parks and Recreation Director, or his/her designee, concerning the conduct, demeanor or appearance of any such person, the Theater/Drama Professional shall immediately take all necessary steps to correct the course of such objection.

The Theater/Drama Professional and employees of the Theater/Drama Professional shall, at all times, be prompt in opening the Theater Center for business at the scheduled time each day.

The responsibilities and duties of the Theater/Drama Professional and staff of the Theater/Drama Professional may include, but are not limited to, checking class/program/activity rosters for registered participants; monitoring the Theater Facility during hours of operation; addressing and controlling inappropriate behavior of patrons and visitors; assisting a patron in answering questions regarding programs, events, etc.; and, managing the Theater Facility operation in a pleasant, efficient and effective manner.

The Theater/Drama Professional and employees of the Theater/Drama Professional shall, at all times, limit personal activities including visitors, phone calls and individual conversations. Operations of the Theater Facility shall be conducted in a business-like manner at all times.

The Theater/Drama Professional shall be responsible for maintaining CPR, First aid and AED certifications for him/her self and all employees of the Theater/Drama Professional. The Theater/Drama Professional shall provide documentation, on a yearly basis, of current certifications of each staff member.

The Theater/Drama Professional and employees of the Theater/Drama Professional, in contact with the public, shall perform duties in an efficient and courteous manner.

The Theater/Drama Professional and employees of the Theater/Drama Professional shall be distinctively uniformed or appropriately attired so as to be distinguishable as the Theater/Drama Professional employee and not as an employee of the Youth Center and/or the City of Coral Gables.

2.3.4 Maintenance

The Theater/Drama Professional, and his/her designee, shall, at all times, take precautions to avoid any damage or loss of property of the City. The Theater/Drama Professional agrees to reimburse the City for any Theater or facility repairs that are a result of negligent, unsafe, careless etc. action on the part of the Professional and his/her staff.. The

The Theater/Drama Professional shall replace or repair to the City's satisfaction any loss or damage at the Theater/Drama Professionals expense.

The Theater/Drama Professional, and his/her designee, shall adhere at all times to all safety concerns regarding employees and visitors to the facility.

The Theater/Drama Professional, and his/her designee, shall be responsible for preventative maintenance inspections and reporting and supervise daily maintenance of the Theater Facility.

The Theater/Drama Professional, and his/her designee, shall initiate the scheduled, preventative maintenance requirements for upkeep and/or repair of Theater Facility equipment.

2.4 INDEPENDENT CONTRACTOR

The Theater/Drama Professional shall remain an independent contractor with respect to all acts and services to be performed by the Theater/Drama Professional as detailed in this RFP. The executed Contract shall not render the Theater/Drama Professional as an agent, partner, representative or employee of the City for any purposes whatsoever, nor authorize the Theater/Drama Professional to contract or assume any liabilities in the name of the City. The City shall not be liable for any wages or salaries of any representative, assistant or employee of the Theater/Drama Professional, nor for any debts, liabilities, nor any other obligations of the Theater/Drama Professional.

The Theater/Drama Professional, as an independent contractor, is not entitled to any City employee fringe benefit such as vacation, sick leave, insurance, etc.

The Theater/Drama Professional shall contract exclusively with the City of Coral Gables and no other club or organization without the written approval of the Parks and Recreation Department, or his/her designee. The work schedule of the Theater/Drama Professional shall be made known to the Parks and Recreation Director or his/her designee.

The Theater/Drama Professional and/or employees of the Theater/Drama Professional shall not conduct any business or activity not specifically authorized by this RFP, unless approved by the Parks and Recreation Director and/or City Manager, when required. If approved, the business or activity shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to be in the center.

The Theater/Drama Professional shall not purchase any merchandise or consignment in the name of the City or Youth Center nor shall the Theater/Drama Professional incur any debt in the name of the City or the Youth Center. The Theater/Drama Professional shall not suffer or permit any mechanics lien to be filed against the premises or the leasehold estate hereby created or any part thereof by reason of work, labor services, or materials supplied or claimed to have been supplied to the Theater/Drama Professional or any sublease or suffer or permit any other lien to attach to the premises or any part thereof of the leasehold estate hereby created.

2.5 PROGRAM REGISTRATION AND PAYMENT

All attendees participating in an authorized program, activity or camp, as outlined in this RFP, must be registered with and make payment to the Coral Gables Parks and Recreation Department.

All program, camp and/or activity registrations for participation in an authorized program as agreed to by the Parks and Recreation Director, or his/her designee, and the Theater/Drama Professional, in compliance with the requirements of this RFP, shall be made to, and only to, the Coral Gables Parks and Recreation Registration Office located in the Coral Gables Youth Center.

Ticket sells for performances conducted in compliance with the requirements of this RFP shall be made to, and only to, the Coral Gables Parks and Recreation Registration Office located in the Coral Gables Youth Center.

The City will pay a maximum monthly amount of seventy (70%) of the gross revenues directly generated by the Theater/Drama Professional. The term "gross revenue" shall include all monies received from all related Theater/Drama services provided by the Theater/Drama Professional. Payment will be calculated based on monies collected at the Coral Gables Youth Center registration office. The City shall make remittance on a per session/semester basis. Payment will be made no later than the fifteen (15) days from the end of the session/semester. Payment to the Theater/Drama Professional may be delayed pending submittal of required and/or requested documentation of class participation.

The Theater/Drama Professional agrees to establish an effective inventory system, keep accurate books and records in accordance with recognized accounting procedures and to keep and preserve all such complete and true records in the City of Coral Gables for a period of Two (2) years following the end of each Contract year. All such books and records maintained by the Theater/Drama Director shall be available for inspection by the City or its agents without notice.

2.6 SPECIAL CONDITIONS

2.6.1 Licenses, permits, fees and patents

The Theater/Drama Professional shall obtain and pay for all applicable licenses, permits and inspections fees required to perform the services described in this RFP.

The Theater/Drama Professional shall be responsible for all damages, penalties, and/or fines imposed on the City, or the Professional, for failure to obtain the required licenses, permits, etc.

The Theater/Drama Professional shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the work, which is the subject of patent rights or copyrights.

The Theater/Drama Professional shall, at the expense of the Theater/Drama Professional, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the works, or any part thereof, furnished under this agreement, constitutes an infringement of any patent or copyright of the United States. The Theater/Drama Professional shall pay all damages and costs awarded against the City.



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 3

Request for Proposal (RFP) No 2009.01.21

3.0: RFP GENERAL CONDITIONS

3.1. 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 Proposal which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer.

3.2. Legal Requirements

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

3.3. Non-Appropriation of funds

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

3.4. Occupational License Requirements

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

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

3.5. Minimum Qualification Requirements

The City of Coral Gables intends to procure items or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Proposer shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required thereunder may constitute grounds for rejection. The Proposer must have a proven record of successfully completing projects. The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.

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

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal "Scope of Services".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "Scope of Services".

- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

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

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

- (a) Evidence of collusion with other Proposers. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Proposer lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- (e) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Proposer's capability to perform the work.

3.6. Public Entity Crimes

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

3.7. Resolution of Protests

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

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

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

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

Written Protest: A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest.

A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

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

Filing Fee: The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less.

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

3.8. Review of Responses for Responsiveness

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

3.9. Collusion

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

3.10. Sub-Contractor(s)

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

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

3.11 Substitutions for Assigned Personnel

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

3.12. Public Records

Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 10 days after bid or proposal opening, whichever is earlier.



CORAL GABLES, FL

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FINANCE DEPARTMENT / PROCUREMENT DIVISION

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SECTION 4

Request for Proposal (RFP) No 2009.01.21

4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS

4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by Laws and Regulations, the Respondent(s) who are awarded the bid shall indemnify and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and chares of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful or negligent act or omission of Respondent, any subconsultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

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

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

4.2 INSURANCE REQUIREMENTS

4.2.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

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

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

4.2.2 INSURER REQUIREMENTS

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

4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

4.2.3.1 Professional Liability Insurance with a limit of liability no less than \$5,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

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

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

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

4.2.3.3 ~~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:~~

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

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

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

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

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

4.2.3.4 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:

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

4.2.3.4.2 Any Auto (Symbol 1)

4.2.3.4.3 Hired Autos (Symbol 8)

4.2.3.4.4 Non-Owned Autos (Symbol 9)

4.2.3.5 ~~Property Insurance~~ ~~is required only when the contractor is in the care, custody or control of City owned property.~~

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

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

4.2.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

4.2.4.2 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.

4.2.4.3 Commercial Auto Liability

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

4.2.4.4 Property Insurance

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

4.2.5 REQUIRED ENDORSEMENTS

4.2.5.1 The following endorsements with City approved language

4.2.5.1.1 Additional insured status provided on a primary & non-contributory basis

4.2.5.1.2 Waiver of Subrogation

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

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

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

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

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

4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY

4.2.6.1 The following documents must be provided to the City;

4.2.6.1.1 A Certificate of Insurance containing the following information:

4.2.6.1.1.1 Issued to entity contracting with the City

4.2.6.1.1.2 Evidencing the appropriate Coverage

4.2.6.1.1.3 Evidencing the required Limits of Liability required

4.2.6.1.1.4 Evidencing that coverage is currently in force

4.2.6.1.1.4.1.1 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.

4.2.6.1.2 A copy of each endorsement that is required by the City

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

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

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

4.2.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Respondent not be able to comply with any insurance requirement, for any reason, the respondent 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.

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



CORAL GABLES, FL

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SECTION 5

Request for Proposal (RFP) No 2009.01.21

5.0: EVALUATION / SELECTION PROCES

5.1. Evaluation Procedures

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

5.2. Method of Selection/Selection Criteria

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

Upon approval of the City Commission, when applicable, a Contract shall be awarded to one or more proposer deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer.

5.3. Evaluation Criteria

The following criteria and assigned weights will be used to evaluate the proposals:
Percentages will be awarded according to the quality of the response with respect to each criterion:

Qualifications including degrees/licenses/certifications	25 points
Program Proposal	25 points
Resources and Labor (provide method/procedures used in the selection of personnel)	15 points
Business History	15 points
References	5 points
Cost of Providing Service	<u>15 points</u>
TOTAL POINT VALUE	100 points

The City and the successful Proposer shall execute a contract (“agreement”) within thirty (30) days after Notification of Award. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 6

Request for Proposal (RFP) No 2009.01.21

6.0: RFP RESPONSE FORMS

SUBMITTED TO:

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

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

Addendum No. _____ Date _____ Initials _____

Addendum No. _____ Date _____ Initials _____

Addendum No. _____ Date _____ Initials _____

No addendum was received _____ Date _____ Initials _____

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

6. Proposers correct legal name: _____

Address: _____

City/State/Zip: _____

Telephone No./Fax No.: _____

Social Security or Federal I.D. No.: _____

Officer signing Proposals: _____ Title: _____

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to submit a bid on your **RFP No** _____ – _____.

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

Remarks: _____

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

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____



CORAL GABLES, FL

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

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

SECTION 7

Request for Proposal (RFP) No 2009.01.21

7.0: PROPOSAL PRICING SCHEDULE

7.1 PROPOSAL PRICING SCHEDULE FORM

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

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. Proposals must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule Form. Failure to submit this form in a separate sealed envelope may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

7.2 SUMMARY (Detail information see Sec 1.5)

- (a) Title Page
- (b) Table of Contents.
- (c) RFP Checklist
- (d) Letter of Commitment and Authorization
- (e) Profile of Proposer
- (f) Summary of Proposer's Qualifications
- (g) Project Understanding
- (h) Percentage of gross revenue
- (i) Project Time Schedule
- (j) Program Outline Three (3) - Five (5) Pages
- (k) Personal resume of the Offeror
- (l) Personal resume of Offeror's representative/manager
- (m) Three (3) Professional letters of recommendation

*Proposals must include the percentage of gross revenues that the Proposer will charge for the cost of services provided, not to exceed the maximum of 70%.

Enter % Amount _____

Authorized Name and Signature

Title

Date

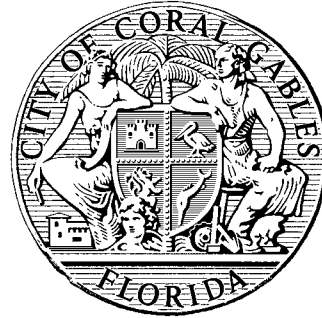
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Maria A. Jimenez, Interim City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2009.01.21

THEATER DRAMA PROFESSIONAL

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Danilo “Danny” Benedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: Danilo “Danny” Benedit, Procurement Supervisor

Telephone: 305-460-5115 / Facsimile: 305-261-1601
contracts@coralgables.com

January 2009

ATTACHMENT “A” FORMS

Proposer shall prepare and submit these forms as part of its response, preferably signed in blue ink, one (1) original.

CITY OF CORAL GABLES

PROPOSER QUALIFICATIONS STATEMENT

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

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

PROPOSERS NAME: _____

CONTACT NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE _____ FACSIMILE _____

EMAIL: _____

FEDERAL EMPLOYER ID NO: _____

MARK ONE: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____ OTHER ____

List all current licenses held and provide copies

(a) STATE OF FLORIDA _____

(b) MIAMI DADE COUNTY _____

(c) CITY OF CORAL GABLES MUNICIPAL LICENSE _____

(d) OTHERS _____

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

Proposers Name: _____

The address of the principal place of business is: _____

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's: _____
- d. Vice President's: _____
- e. Secretary: _____
- f. Treasurer: _____
- g. Name and address of Resident Agent: _____

Telephone: _____ Facsimile: _____

Email: _____

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

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

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

5. Are any of the principals of this company employed by the City of Coral Gables? If so, please disclose their names below:

6. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statue.

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

- a. Under what other former names has organization operated?

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

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

(Y) _____ (N) _____

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

(Y) _____ (N) _____

11. Did you attend the Pre-Proposal Conference if any such conference was held?
(Y) _____ (N) _____

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

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

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

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

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

Project Manager Name: _____

Title: _____

Telephone: _____ Facsimile: _____

Email address: _____

Provide the following information regarding your Insurance Requirements:

a. Name of Insurance Carrier: _____

b. Type of Coverage: _____

c. Limits of Liability: _____

d. Coverage/Policy Dates: _____

e. Name of Insurance Agent(s): _____

f. Agent(s) telephone including area code: _____

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

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

If so, what was the reason? _____

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

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

17. **References:** List references that may be contacted to ascertain experience and ability of Proposer. Provide a minimum of three (3) references including **COMPANY NAME, ADDRESS, CONTACT PERSON, TELEPHONE, FACSIMILE AND EMAIL ADDRESS:**

18. Provide any additional information as to qualifications and/or experience, attach documentation to this form.

Signed: _____ Title: _____

Type Name: _____

Company: _____ Date: _____

Signature of Company Owner

STATE OF _____

COUNTY OF _____

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

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

_____ date of _____, 20 _____

Commission expires:

Notary Public

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

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

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

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

Whose business address is:

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

If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: _____.)

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

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

[signature]

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

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

CONE OF SILENCE

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

The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the City of Coral Gables.

(1) *Purpose and intent.* It is the intent of this article to prevent city commissioners or the city manager and the city manager's office, potential vendors, bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed on the request for proposals (RFP), request for qualifications (RFQ), or invitations for bids (IFB).

(2) *Cone of silence* is defined to mean a prohibition on:

- a. 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;
- b. 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/or the city manager's office, with city department heads, the city departments' staff, selection committee or evaluation committee members.

(3) *Applicability.*

- a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
- b. The cone of silence shall not apply to:
 1. Informal bids as defined in the procurement code;
 2. Emergency purchases of supplies, services or construction;
 3. Duly noticed pre-bid or pre-proposal conferences;
 4. Duly noticed site visits;
 5. Sole source procurements;
 6. Bid waivers;
 7. Oral presentations during duly noticed meetings;
 8. Competitive negotiations;
 9. Public presentations made to the city commission during any duly noticed public meeting;
 10. Contract negotiations and electronic commerce;
 11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
 12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
 13. Communications with the city attorney;
 14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
 15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offerors, vendors, service providers, lobbyists or consultants;
 16. Communications between the city manager or assistant city managers and the chairperson of the selection committee after the selection committee has submitted its written recommendations to the city manager on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result

of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager with the city clerk, and be included in any recommendation submitted by the city manager to the city commission.

(4) *Procedure.*

a. *Imposition.* A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone of silence and shall advise the affected department(s) in writing. The affected departments includes, but is not limited to, selection committee members, user departments, department heads, city attorney, city manager, assistant city manager(s), and the city commission.

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

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

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

SIGNED: _____ TITLE: _____
Please sign and type or Print Name:

COMPANY: _____ DATE: _____

CODE OF ETHICS AND CONFLICT OF INTEREST

Sec. 2-1055. Ethics

Any attempt by city employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of city ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust.

Sec. 2-1056. Prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the board or committee of the City of Coral Gables on which that person serves, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violations of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by the city government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time. This provision shall not apply to boards and committees which have been exempted by the city commission from the requirement of the city's ethic code.

(1) *Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- a. An open-to-all sealed competitive proposal has been submitted by the offeror; or
- b. The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by an offeror defined above; or
- c. The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; or
- d. That the property or services to be involved in the proposed transaction are being offered to the city at a cost of no more than 80 percent of fair market value based on a certified appraisal paid for by the offeror; and
- e. That the proposed transaction will be in the best interest of the city. Such findings shall be spread on the minutes of the commission. This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

(2) *Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

Sec. 2-1057. Further prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city board or committee on which they serve, or with any person or agency acting for the city board or committee, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Waiver of this section may only be obtained by following the provisions of section 2-1056.

Additionally, no commission member shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any persons or entities which would be or might be directly or indirectly affected by any action of the city commission: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the commission member in a manner distinct from the manner in which it would affect the public generally. Any commission member

who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

Sec. 2-1058. Compulsory disclosure by employees of firms doing business with the city

Should any commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee be employed, by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the City within 15 days after the person has actual or constructive notice of the relationship.

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

SIGNED: _____

TITLE: _____

Please sign and type or Print Name:

COMPANY: _____

DATE: _____

FORMAL SOLICITATIONS PROTEST PROCEDURES

Sec. 2-950. Resolution of protested solicitations and awards—Formal

- (a) *Right to protest on solicitations.* The following procedures shall be used for resolution of protested solicitations.
- (b) *Protest of solicitation.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the city clerk's office within three calendar days prior to the date set for opening of bids or receipt of proposals. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (c) *Protest of award.* Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the city clerk's office within three calendar days after notice of the city manager's written recommendation to the city commission for award of contract. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (d) *Contents of protest.* A written protest based on any of the foregoing must be submitted to the city clerk's office within five calendar days after the date the notice of protest was filed. A written protest is considered filed when received by the city clerk's office. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (h) below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest.
- (e) *Computation of time.* No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday or legal holiday.
- (f) *Challenges.* The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.
- (g) *Authority to resolve protests.* The chief procurement officer, after consultation with the city attorney, shall issue a written recommendation within ten calendar days after receipt of the written protest. Said recommendation shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The city manager's decision shall be sent to the city commission for approval or disapproval thereof. A protest of an award of a contract by the city commission may be filed with the circuit court pursuant to the Florida Rules of Appellate Procedure.
- (h) *Stay of procurement during protests.* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city manager or the city commission as provided in subsection (f) above, unless the city manager, after consultation with the head of the user department, the chief procurement officer, and the city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare and protect substantial interests of the city.
- (i) *Costs.* All costs accruing from a protest shall be assumed by the protestor.
- (j) *Filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor less any costs assessed under subsection (i) above.

(k) *Compliance with filing requirements.* Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the city clerk's office within the time provided in subsections (a), (b) and/or (c), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek redress before the city commission or seek judicial relief without first having followed the procedure set forth in this section.

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

SIGNED: _____ TITLE: _____
Please sign and type or Print Name:

COMPANY: _____ DATE: _____

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

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

_____.)

I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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

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

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

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

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

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

or produced identification:

Notary Public, State of _____

[Type of Identification]

My Commission Expires _____

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

CERTIFIED RESOLUTION

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

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

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

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

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

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

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

(SEAL) By: _____, Secretary

Name of Corporation

NOTE:

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

Signed, sealed and deliver in the presence of:

_____ Witness	By: _____ (Signature)
_____ Witness	_____ (Print Name)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

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

607.1501 Authority of foreign corporation to transact business required.

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

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

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

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

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

Offeror's Certification

WHEN OFFERER IS A PARTNERSHIP

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

Print Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Print Name of Partner

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Registration

State of Florida
County of _____

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

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me or
Produced identification:

(Type of Identification Produced)

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

Offeror's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this ____ day of _____, 20 __.

Print Name of Corporation

Print State of Incorporation

(CORPORATE SEAL)

By: _____
Signature of President /other Authorized Officer

Print Name of President/other Authorized Officer

ATTEST:

Address of Corporation

City/State/Zip

By: _____
Secretary

Business Telephone Number

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

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

of _____ on behalf of the Corporation.
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

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

Offeror's Certification

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

IN WITNESS WHEREOF, the Offerer here to has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Firm

By: _____
Signature of Owner

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida

County of _____

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the

State of Florida, personally appeared _____

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

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

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

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

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn,
deposes
and says that:

- (1) Affiant is the _____,
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the
attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor and of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

DRUG-FREE WORK PLACE FORM

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

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

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

Proposer's Signature

Date

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

Signature

State of Florida

County of _____

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

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

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

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

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

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

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

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

Date: _____
Signature of Lobbyist

\$125.00 Appearance Fee Paid: _____ Received by _____

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

Additional Client Application Attached: _____

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

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

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

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

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

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

Name: (Print) _____
LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

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

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

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is

required to be filed without expenditures.

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

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

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

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

Signature of Lobbyist

STATE OF FLORIDA)
 }
COUNTY OF DADE)

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

WITNESS my Hand and Official Seal this _____.

_____ Personally Known

_____ Produced ID

Notary Public
State of Florida

\$500.00 Fee Paid _____

Received By _____

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

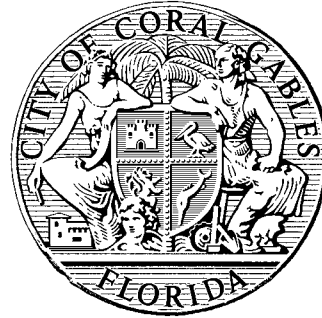
CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

City Commission

Don Slesnick II, Mayor
William H. Kerdyk, Jr., Vice Mayor
Maria Anderson, Commissioner
Rafael “Ralph” Cabrera, Commissioner
Wayne “Chip” Withers, Commissioner

City Administration

Maria A. Jimenez, Interim City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk



RFP No. 2009.01.21

THEATER DRAMA PROFESSIONAL

PROCUREMENT/CONTRACT TEAM

2800 SW 72nd Avenue – Miami, FL 33155
Danilo “Danny” Benedit, Procurement Supervisor
Joe V. Rodriguez, CPPB, FCCM, Contract Specialist
Margie Gomez, Contract Specialist

RFP Prepared by: Danilo “Danny” Benedit, Procurement Supervisor

Telephone: 305-460-5115 / Facsimile: 305-261-1601
contracts@coralgables.com

January 2009

ATTACHMENT “B”
PROFESSIONAL SERVICE AGREEMENT

Professional Services Agreement shall be submitted signed, preferably in blue ink, one (1) original.
III Compensation, Section 3.1 “Basic Compensation” shall be left blank to be completed at the negotiations stage.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, is made as of this ____ day of _____, 20____, between the City of Coral Gables (hereinafter called the "CITY"), and _____ (hereinafter called the "PROFESSIONAL").

RECITALS

WHEREAS, the CITY wishes to retain _____; and

WHEREAS, the CITY having investigated the qualifications of the PROFESSIONAL to perform the services herein contemplated and found those qualifications satisfactory; and

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

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

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the CITY agrees to retain the PROFESSIONAL for a Two (2) year period. However, this period may be extended at the sole discretion of the CITY for Three (3) additional one (1) year periods. The PROFESSIONAL agrees to perform all _____ services in connection with the services described herein.

I. GENERAL PROVISIONS

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

1.2 **Agreement Period**. The terms of the Agreement (the "Professional Period") shall commence within thirty (30) days of the award of the bid titled (_____), on the ____ day of _____, 20____, and shall continue thereafter for a period of ____ (____) years or until terminated by the CITY upon 30 days written notice to the PROFESSIONAL, in accordance with the notice requirements contained in Section XII.

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

- a) CITY Resolution and applicable Code provisions;
- b) CITY Request for Proposal (Exhibit "A");
- c) PROFESSIONAL'S Response to Request for Proposal (Exhibit "C");
- d) Scope of Service (Exhibit "B");
- e) Insurance Certificates, and related documents;
- f) PROFESSIONAL'S Exceptions to Terms and Conditions.

1.4 **Background Investigation.** The PROFESSIONAL agrees that all employees including the PROFESSIONAL are required to an annual background investigation.

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

1.6 **Medical, Drug Screening and Check-ups.** All PROFESSIONALS, contractors, their employees, agents and subcontractors must satisfactorily complete the CITY'S pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the CITY'S Drug Free Work Place Policy at PROFESSIONAL'S expense. The CITY may require that the PROFESSIONAL, contractor and/or their employees, agents and subcontractors performing services for the CITY submit to yearly medical examinations at PROFESSIONAL'S expense. The PROFESSIONAL, contractor and/or their employees, agents and subcontractors agree to submit to unannounced drug testing at the request of the Director or designee.

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

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

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

II. PROFESSIONAL SERVICES

2.1 **Basic Services.** During the Professional Period, the PROFESSIONAL will serve as a PROFESSIONAL to the CITY and shall assist the CITY as the Broker/Agent of Record, and shall perform and oversee those tasks outlined, including, but not limited to:

- a) Scope of Services (Exhibit "B");
- b) PROFESSIONAL'S Response to Request for Proposal (Exhibit "C")

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

2.2 **Authorizations.** Authorizations will be in the form of a Work Authorization. Each Work Authorization will set forth a specific Scope of Services, amount of compensation, a completion date, and shall be approved by the Human Resources Director.

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

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

III. COMPENSATION

3.1 **Basic Compensation.** The City will pay a maximum monthly amount of _____% of the gross revenues directly generated by the Gymnastics Professional, not to exceed the maximum of 70%. The term "gross revenue" shall include all monies received from all related Gymnastics services provided by the Gymnastics Professional. Payment will be calculated based on monies collected at the Coral Gables Youth Center registration office. The City shall make remittance on a per session/semester basis. Payment will be made no later than the fifteen (15) days from the end of the session/semester. Payment to the Gymnastics Professional may be delayed pending submittal of required and/or requested documentation of class participation.

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

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

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

4.2 **Agency/Third Party Beneficiary.** The PROFESSIONAL is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the CITY and PROFESSIONAL. The PROFESSIONAL has no authority to bind the CITY to any promise, debt, default, or undertaking of the PROFESSIONAL. The PROFESSIONAL and the CITY agree that it is not intended that any provision of the Agreement establish a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

4.3 **Indemnification and Hold Harmless.** To the fullest extent permitted by Laws and Regulations, the PROFESSIONAL shall indemnify and hold harmless the CITY and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and chares of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful, negligent, reckless or intentional 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, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

4.3.1 For any and all claims against the CITY or any of its 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.

4.3.2 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 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: Prevailing market rates
 - For other employees: \$ 50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

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

V. INSURANCE

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

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

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the CITY is to be given written notice, by receipted deliver, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

5.2 The PROFESSIONAL shall maintain during the terms of this Agreement, except as noted herein, the Insurance required under the Request for Proposal or as follows:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement (as applicable). This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

b. **Comprehensive General Liability Insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name the CITY as an additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** covering ALL employees of PROFESSIONAL, in compliance with the requirements of Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000.

d. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

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

g. All of the above insurance is to be placed with insurance companies with an A.M. Best Key Rating Guide, latest edition, or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida. The PROFESSIONAL shall maintain coverage with equal or better rating as identified herein for the term of the contract.

h. The CITY shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the CITY. The CITY reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days advance written notice to CITY prior to cancellation, non-renewal or material change [ten (10) days written notice for non-payment of premium].

j. The PROFESSIONAL shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department, for review and approval, prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the CITY is named as an additional insured on a primary and non-contributory basis and that the PROFESSIONAL has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days [ten (10) days for non-payment of premium] advance written notice to the CITY.

k. The PROFESSIONAL shall furnish copies of insurance policies pertaining to this Agreement to the Risk Management Division of the Human Resources Department within ten (10) days of written request.

5.3 **Breach.** Failure on the part of the PROFESSIONAL to obtain and maintain all required insurance coverage is a material breach upon which the CITY may, in its sole discretion, immediately suspend PROFESSIONAL'S performance or terminate this Agreement (Termination for Default 13.1).

VI. STANDARD OF CARE

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

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

6.3 **Key Staff.** The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is in the PROFESSIONAL's employ.

6.4 **Suspension Procedures.** PROFESSIONAL may be suspended for any violation of the provisions of this Agreement, which in the sole discretion of the CITY may be cause for such suspension as follows:

- (a) 1st violation – up to 7 days
- (b) 2nd violation – up to 14 days
- (c) 3rd violation – City Manager may terminate this agreement.

VII. FEDERAL/STATE/LOCAL LAWS

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

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

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

7.4 **Aliens.** PROFESSIONAL warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. PROFESSIONAL shall indemnify, defend, and hold harmless CITY, its officers and employees from and against any sanctions and any other liability

which may be assessed against PROFESSIONAL or CITY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

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

VIII. CONFLICT OF INTEREST

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

IX. CONFIDENTIALITY

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

X. OWNERSHIP OF DOCUMENTS

10.1 All right, title, and interest in and to all work performed under this Agreement, including without limitations all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the PROFESSIONAL or sub-consultants, shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY; provided that any materials used by the PROFESSIONAL and any sub-consultants for which a patent or copyright protection has previously been secured by them shall remain the property of the PROFESSIONAL or sub-consultants.

10.2 The CITY shall have the right to visit the site for inspection of the work and the products the PROFESSIONAL at any time. The PROFESSIONAL shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the CITY's use.

10.3 To the extent allowed by law, the PROFESSIONAL shall not divulge, furnish or make available to any third person, firm or organization, without the CITY's prior written consent, or unless incident to the proper performance of the PROFESSIONAL's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public concerning the services to be rendered by the PROFESSIONAL hereunder, and PROFESSIONAL shall require all of its employees, agents, subconsultants, and subcontractors to comply with the provisions of this paragraph.

XI. TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

XII. NOTICE

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

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

cc: City Attorney

Notice as to Professional shall be to:

XIII. TERMINATION

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

- a) PROFESSIONAL has materially breached any portion of this Agreement;
- b) PROFESSIONAL fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;
- c) PROFESSIONAL has assigned or delegated its duties or subcontracted any performance of this Agreement without prior written consent by the CITY;
- d) Insolvency of PROFESSIONAL. PROFESSIONAL shall be deemed insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not PROFESSIONAL is insolvent within the meaning of such laws;

- e) There has been a filing of a voluntary or involuntary petition regarding PROFESSIONAL under the Federal Bankruptcy Code;
- f) There has been the appointment of a Receiver or Trustee for PROFESSIONAL;
- g) There has been an execution by PROFESSIONAL of a general assignment for the benefit of creditors;
- h) PROFESSIONAL fails to obtain or maintain insurance or bonding herein required.

13.1.1 **Return of Payments.** Upon the occurrence of a default hereunder, all payments, advances, or other compensation paid by the CITY to the PROFESSIONAL while the PROFESSIONAL was in default shall be immediately returned to the CITY.

13.1.2 **Expenses.** The PROFESSIONAL shall be liable to the CITY for all expenses incurred by the CITY in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the CITY in the re-procurement of the services, including consequential and incidental damages.

13.1.3 **Obligations to City.** The PROFESSIONAL agrees that termination of this Agreement under this section shall not release the PROFESSIONAL from any obligation accruing prior to the effective date of termination.

13.1.4 **No default.** If, after CITY has given notice of termination under the provisions hereunder, it is determined by CITY that PROFESSIONAL was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 13.2 (Termination for Convenience).

13.1.5 **Non-exclusive.** The rights and remedies of CITY provided in this Paragraph 13.1 are non-exclusive and cumulative.

13.2 **Termination for Convenience.** This Agreement may be terminated when such action is deemed by CITY to be in its best interest. Termination shall be effected by delivery to PROFESSIONAL of a notice of termination specifying the extent to which performance of Agreement is terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) days after the notice is sent.

13.3 **Termination with or without cause.** This Agreement may be terminated by the CITY, with or without cause. Termination shall be effected by delivery to PROFESSIONAL of a thirty (30) day written notice of termination specifying the extent to which performance of the Agreement is terminated and the date upon which such termination becomes effective.

13.4 **Professional's responsibilities.** After receipt of a Termination Notice, and except as otherwise directed by the CITY, the PROFESSIONAL shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue to complete all parts of the work that have not been terminated.

13.5 **Payments for work performed.** After receipt of a notice of termination, PROFESSIONAL shall submit its termination claim and invoice to CITY, in the form and with any certifications as may be prescribed by CITY. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure by PROFESSIONAL to submit its termination claim and invoice within the time allowed, CITY may determine on the basis of the information available to the CITY, the amount, if any, due to PROFESSIONAL in respect to the termination, and such determination shall be final. When such determination is made, CITY shall pay PROFESSIONAL the amount so determined. The PROFESSIONAL shall have no recourse or remedy from a termination made by the CITY except to retain the fees earned for the services that were performed in complete compliance with this Agreement as full and final settlement of any claim, action, demand, cost, or charge.

13.6 **Termination by Professional.** This Agreement may be terminated by the PROFESSIONAL upon sixty (60) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the PROFESSIONAL.

13.7 **Professional's warranty.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bone fide employee working solely for the PROFESSIONAL to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bone fide employee working solely for the PROFESSIONAL, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Agreement.

13.8 **Documents.** Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by the PROFESSIONAL or sub-consultants, whether finished or not, shall become CITY property. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by the PROFESSIONAL until all documentation is delivered to the CITY.

XIV. UNCONTROLLABLE FORCES

14.1 Neither the CITY nor PROFESSIONAL shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

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

XV. AUDITS

15.1 **Financial records.** The PROFESSIONAL shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. PROFESSIONAL shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. PROFESSIONAL shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. PROFESSIONAL agrees that CITY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by PROFESSIONAL and made available to the CITY during the terms of this Agreement and for a period of three (3) years thereafter unless CITY'S written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by PROFESSIONAL at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at CITY'S option PROFESSIONAL shall pay CITY for travel, per diem, and other costs incurred by CITY to examine, audit, excerpt, copy or transcribe such material at such other location. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the PROFESSIONAL'S place of business.

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

15.3 **Breach.** Failure on the part of PROFESSIONAL to comply with the provisions of this Paragraph 15.1 shall constitute a material breach upon which the CITY may terminate or suspend this Agreement.

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

XVI. MISCELLANEOUS

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

16.2 **Assignment and subcontracting.** This Agreement and the rights of the PROFESSIONAL and obligations hereunder may not be transferred, pledged, sold, assigned, or delegated by the PROFESSIONAL without the express prior written consent of the CITY via executed amendment. It is understood that a sale of the majority of the stock or partnership shares of the PROFESSIONAL, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior to CITY approval.

16.2.1 Any transfer, pledge, sale, assignment, or delegation without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

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

16.4 **Compliance with laws.** In performance of the services, the PROFESSIONAL will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the PROFESSIONAL to obtain and maintain, at no cost to the CITY, any and all license and permits required to complete the services provided pursuant to this Agreement.

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

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

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

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

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

- A. Request for Proposal;
- B. Performance and Payment Bonds;
- C. Insurance Certificates and related documents;
- D. Response to Request for Proposal of PROFESSIONAL.

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

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

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

16.11 **Governing law and venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

16.12 **Priority of provisions.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

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

16.13 **Time is of the Essence.** The PROFESSIONAL agrees to start all work and to complete each assignment, task, or phase within the time stipulated in this Agreement (including all attachments). If any anticipated or actual delays arise, PROFESSIONAL shall immediately so notify the CITY. Regardless of notice if services or deliveries are not made at the time agreed upon, the CITY may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1 (Termination by Default).

16.14 **Joint preparation.** Preparation of this Agreement has been a joint effort of the CITY and the PROFESSIONAL and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

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

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

Approved as to Insurance:

AS TO CITY:

Print Name: _____
Risk Management Division

Maria Alberro-Jimenez
Interim City Manager

Approved by
Department Director or head of
Negotiations team as to
the negotiated business terms

ATTEST:

Print Name: _____
Department: _____

Walter J. Foeman
City Clerk

APPROVED AS TO FORM:

Approved as to compliance with
the Procurement Code

Elizabeth M. Hernandez
City Attorney

Print Name: _____
Procurement Supervisor

ATTEST:

AS TO PROFESSIONAL

Corporate Secretary
Print Name: _____
(SEAL)

President
Print Name: _____

(OR)
WITNESSES (2):

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

Print Name: _____

Print Name: _____