

***MEDICAL DIRECTOR AGREEMENT***  
***No. 2028***

---

**THIS AGREEMENT**, dated January 26, 2024, by and between:

**CITY OF POMPANO BEACH**, a Florida municipal corporation,  
hereinafter referred to as "CITY,"

and

**RICHARD J PALEY MD LLC**, hereinafter referred to as  
"CONTRACTOR."

**W I T N E S S E T H:**

**WHEREAS**, medical rescue services are provided by the CITY for its citizens by means of its Fire Department under contract to the Pompano Beach Emergency Medical Services District; and

**WHEREAS**, the state of the art of delivery of advanced emergency medical rescue services by Emergency Medical Technicians (EMT) trained to the level of basic care, and paramedics trained to the level of advanced care, treatment and transportation requires intravenous administration of emergency resuscitative drugs and performances of sophisticated technical emergency providers; and

**WHEREAS**, the administration of drugs and the performance of such emergency procedures as endotracheal intubation, intravenous catheterization, electrical defibrillation, and any other invasive emergency procedure may only be performed by or under the direction of a licensed Florida physician according to the Medical Practice Act of the State of Florida; and

**WHEREAS**, the CITY desires to continue to provide advanced emergency medical services to its citizens by means of the Pompano Beach Fire Rescue pursuant to its contract with the Pompano Beach Emergency Medical Services District; and

**WHEREAS**, the City issued Request for Proposal (RFP) E-02-21, Contractor was deemed the highest ranked proposer, and City desires to enter into an Agreement with Contractor for medical consulting and advisory services for the Pompano Beach Fire Rescue;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties hereto mutually agree as follows:

## ***ARTICLE 1 - SCOPE OF SERVICES***

1. Contractor agrees to provide the following services:

Consultant services as needed in the planning for and delivery of services to be provided by Pompano Beach Fire Rescue. These services include, but are not limited to:

- Recommendations for vehicle provision;
- Recommendation of medications to be carried on vehicles;
- Staffing and resource allocation recommendations as requested by the Fire Chief;
- Consultation, needs assessment, analysis, testing and approval of Paramedic and EMT training/recertification activities. These procedures are to be in conformance with all State and local regulations;
- Quality management/improvement activities;
- Provide medical advice and direction to the city management staff for medical issues affecting the city (i.e. pandemics, epidemics, emerging diseases, and so forth);
- Other activities as deemed necessary by the Fire Chief;
- All services detailed within Exhibit "A," Request for Proposal (RFP) E-02-21, attached hereto and made a part hereof.

2. For purposes of construction, all articles within this contract specifying a response by, or authority to the Fire Chief shall refer to either the Fire Chief and/or his/her designee.

3. Contractor hereby agrees to comply with all applicable federal, state, local laws.

4. Contractor agrees to Comply with all requirements of Florida Statutes, Chapter 401, Chapter 64J-1 Florida Administrative Code (F.A.C), Chapter 33 of the Broward County EMS Ordinances, Chapter 3½, Emergency Medical Services and Nonemergency Medical Services Ordinance, and the Uniform Trauma Transport Protocol.

5. Contractor agrees to conduct review and testing sessions as needed with Fire Department EMT's and Paramedics relating to medical management of individual cases.

6. Contractor agrees to perform a minimum of twelve (12) hours of field observation, while participating as a crewmember on an EMS vehicle. This ride time will be divided into thirds, with one third of the time (or four hours minimum) allocated to each shift. This observation time shall include, but not be limited to:

- Observing EMT's and Paramedics performing in the field;
- Visiting fire stations to discuss medical issues with personnel;
- Attend Monthly QA Committee review sessions
- Visiting area emergency departments on behalf of Pompano Beach Fire Rescue;
- Provide counsel and training for EMS personnel;

7. Contractor shall supervise and accept responsibility for the medical performance of all paramedics and EMT's providing care on behalf of Pompano Beach Fire Rescue.

8. Contractor agrees to act as liaison between Pompano Beach Fire Rescue and:
  - Local hospitals and emergency departments;

- Broward County Medical Association;
- Broward Regional Health Planning Council;
- Department approved Student Rider Agreements;
- Florida Association of EMS Medical Directors;
- As otherwise required by agencies impacting Pompano Beach Fire Rescue.
- Medical Liaison to the City Commission and Management
- Consult and advise City Management and City Commission as needed.
- Attend bi-monthly City EMS Advisory Board meetings

9. Contractor shall comply with and provide for the allocation of controlled substances to Pompano Beach Fire Rescue.

10. Contractor shall coordinate and supervise (as needed) telemetry communications between Pompano Beach Fire Rescue and all area hospitals as a means of monitoring the provision of medical care.

11. Contractor shall be on call, available and provide continuous medical direction 24 hours per day, seven days per week for the term of the contract. This medical direction shall be by either the Contractor or his/her appointee. For purposes of this contract, all remuneration of appointees shall be the responsibility of the Contractor. All appointees will be appointed under the direction and supervision of Contractor. All appointees shall be either a State of Florida licensed M.D. or D.O.

12. Contractor shall develop (or cause to have developed) and coordinate standing medical orders (protocols) for Pompano Beach Fire Rescue. This shall also include (at a minimum) a semi-annual review and written approval of the Protocols.

13. Contractor shall be responsible for the implementation, evaluation and revision of a quality control/quality assurance program. This process shall include the review of at least 30 incident reports per month by Contractor or appointee, and include a written report of the review. Additionally, Contractor shall monitor data collection as needed to perform both quality control as well as any research projects undertaken by the department.

- Contractor shall supervise the formal quality assurance program for Pompano Beach Fire Rescue in a way that complies with any standards set forth by the State of Florida Department of HRS, Division of Emergency Medical Services.
- Contractor shall provide quarterly meetings with EMS Administrators and Contractor to address risk management questions that are raised by the quality assurance program and to address any specific recommendations regarding changes to the medical protocols.

14. Contractor shall maintain a file in the Fire Department's administration headquarters, (EMS Division) a copy of all documentation required of a medical director in compliance with all applicable federal, state and local laws, codes and standards.

15. Contractor shall maintain without lapse in coverage for the duration of this contract, general and professional liability insurance with a minimum liability amount of one million (\$1,000,000) U.S. Dollars per occurrence and three million (\$3,000,00.00). Should such insurance become unobtainable (following execution of the agreement) or the rates for such coverage increase to a level defines as unacceptable by both the Contractor and City, it is understood that, subject to the termination provisions herein, the parties may elect to reopen negotiations solely for the purpose of negotiating the direct cost increase for above coverage. Contractor covenants and agrees that he will indemnify and hold harmless City and all City's officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Contractor during the performance of this agreement, whether direct or indirect, and whether any person or property to which City or any of City's officers, agents and employees.

16. Contractor shall provide periodic continuing education conferences. The conferences shall involve formal continuing medical education lectures, case reviews and discussion. The conferences shall further include review of pertinent literature related to EMS. The lectures shall be provided by Contractor and may include lectures by local, regional, EMS, medical and licensed professionals.

17. Contractor shall review and provide such services as are required to insure compliance with all of the following:

**a. Narcotics Control Policy**

Contractor shall formulate and monitor a policy to cover the purchase, storage, use and accountability for narcotics/controlled substances used by Pompano Beach Fire Rescue Paramedics.

**b. Infectious Disease Control Policy**

Contractor shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure of fire rescue paramedics to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

**c. Patient Destination Issues**

Contractor commits to address on a professional level and in an aggressive fashion, the issues of patient destination difficulties in a manner that both optimizes patient care and minimizes risk to the City and its employees. Contractor further agrees to coordinate and closely monitor on an ongoing basis, issues that involve activities between the Pompano Beach Fire Rescue Department and all appropriate healthcare providers, and to report all such issues to the Fire Chief.

**d. Revision and Expansion of Medical Protocols**

Contractor shall review (at least semi-annually) and revise or expand as necessary, the medical standing orders for Pompano Beach Fire Rescue, and provide for the training needs to implement such protocols.

18. Contractor shall provide quarterly meetings with EMS administrators and Contractor to address risk management questions that are raised by the quality assurance program, and to address any specific recommendations regarding changes to the medical protocols.

19. Contractor specifically acknowledges that the City shall be responsible for the staffing, hiring and supervision level for the Fire Rescue Department. Any and all recommendations with regard to these items will be directed to the Fire Chief or his/her designee for consideration.

20. Contractor specifically acknowledges that the Fire Chief shall be responsible for determining the precise number of continuing education hours required for EMS personnel and for scheduling such programs.

## ***Article II CITY RESPONSIBILITIES***

City agrees to:

21. Pompano Beach Fire Rescue will provide administrative liaison to Contractor through the Fire Chief and will cooperate, to the greatest extent possible in the delivery of competent emergency medical care including the implementation of policies set forth by the Contractor.
22. Pay the Contractor seventy thousand dollars (\$70,000.00) per annum, payable in equal monthly installments (upon receipt of a monthly invoice) for services provided pursuant to this agreement.
23. Provide any secretarial assistance required by the Contractor through the office of the Fire Chief.

## ***Article III – HIPAA***

24. Contractor shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Agreement between the City of Pompano Beach and Richard J. Paley, M.D.

Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, Contractor agrees that it will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
  - c. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Agreement.
  - d. Report to the City any use or disclosure of PHI not provided for by this Agreement of which Contractor becomes aware;
  - e. Ensure that any agents or subcontractors to whom Contractor provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such PHI;
  - f. Make PHI available to the City and to the individual who has a right of access as required under HIPAA within 30 days of the request by the City regarding the individual;
  - g. Incorporate any amendments to PHI when notified to do so by the City;
  - h. Provide an accounting of all uses or disclosures of PHI made by Contractor as required under the HIPAA privacy rule within sixty (60) days;
  - i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor's and the City's compliance with HIPAA; and
  - j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by Contractor on behalf of the City, and if return is infeasible, the protections of this Agreement will extend to such PHI.
25. The specific uses and disclosures of PHI that may be made by Contractor on behalf of City include:
- a. Uses required for the proper management of Contractor acting as business associate. Agreement between the City of Pompano Beach and *Richard J. Paley, M.D.*
  - b. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

26. Notwithstanding any other provisions of this Agreement, the Agreement may be terminated by the City if Contractor has violated a term or provision of this Agreement pertaining to Contractor's material obligations under the HIPAA privacy rule, or if Contractor engages in conduct which would, if committed by the City, result in a violation of the HIPAA privacy rule by the City.

#### ***Article IV TERMS AND CONDITIONS***

28. Term. This agreement shall be in effect for a period of five (5) years from January 26, 2024. Either party may terminate this agreement upon sixty (60) days written notice to the other party.

29. Governing Law. This agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

30. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

31. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

- a. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.
- b. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

32. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

33. **Audit and Inspection Records.** The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

34. **Adherence to Law.** Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

35. **Independent Contractor.** The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

36. **Waiver and Modification.**

- a. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.
- b. **No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.
- c. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

37. **No Contingent Fee.** Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

38. **Attorneys' Fees and Costs.** In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

39. **No Third Party Beneficiaries.** Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

49. **Public Entity Crimes Act.** As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the Convicted Vendors List during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

50. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

51. **Headings.** The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

52. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

53. **Approvals.** Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

54. **Absence of Conflicts of Interest.** Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

55. **Binding Effect.** The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

56. **Public records.** In compliance with Article III HIPAA, Contractor shall comply with all provisions of Florida Statutes Chapter 119. Specifically Contractor shall: 1. Keep and maintain public records required by the City in order to perform the service; 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records



disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

Failure to comply with said statutory requirements may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

57. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

58. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By:\_\_\_\_\_  
REX HARDIN, MAYOR

By:\_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Richard J Paley MD LLC

Witnesses:

Helena Jones  
Helena Jones  
(Print or Type Name)

Jared Hanlon  
Jared Hanlon  
(Print or Type Name)

By:

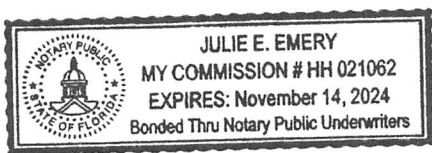
Richard J. Paley, Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 5 day of September, 2023 by Richard J. Paley as Manager of Richard J. Paley MD LLC, a Florida limited liability company on behalf of the company. He is personally known to me or who has produced \_\_\_\_\_  
(type of identification) as identification.

NOTARY'S SEAL:



Julie E. Emery  
NOTARY PUBLIC, STATE OF FLORIDA

Julie E. Emery  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
E-02-21**

**POMPANO BEACH FIRE RESCUE MEDICAL  
DIRECTOR**

**RFP OPENING: November 9, 2020, 2:00 P.M.  
Virtual Zoom Meeting**

**For access go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

October 8, 2020

## CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS  
E-02-21

## POMPANO BEACH FIRE RESCUE MEDICAL DIRECTOR

The City is seeking proposals from qualified medical professionals to provide medical direction services to the City for the entire Pompano Beach Fire Rescue (PBFR) and Emergency Medical Services (EMS) System.

The City will receive sealed proposals until **2:00 P.M. (local), NOVEMBER 9, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

**Introduction**

The purpose of this solicitation is to contract with a Medical Director to provide services for the Emergency Medical Services system in Pompano Beach, Florida. The Provider shall be responsible for Medical Direction of the entire EMS system, including all Pompano Beach Fire Rescue and Ocean Rescue personnel.

**A. Scope of Services****1. Essential Functions:** The selected Medical Director shall:

- Establish, implement, revise and authorize the use of system-wide medical practice parameters, standing orders, policies, and procedures for all patient care activities from emergency scene triage, treatment, transport and non-transport patient care.
- Maintain current knowledge of local, state, and federal statutes/regulations as they relate to emergency medical care. Establish and maintain a protocol review committee with all stake-holders involved. Incorporate recommended changes into practice parameters and standards and communicate changes to field personnel. Collaborate with the EMS Division to ensure the implementation of new and revised orders and practice parameters as changes in recommended medical practices, patient needs or regulations may require.
- Provide continuous around the clock medical direction to the PBFR system, personally or through subordinate qualified physicians. Participate in direct contact with EMT/Paramedic

field level providers for a minimum of 96 hours per year to include a minimum of 10 hours per year as a crewmember.

- Participate in the final clearance process for all clinical staff exiting the provisional program, with direct responsibility for conducting the exit interviews.
- Collaborate with the EMS Division to design, revise and implement quality assurance systems for patient care and metrics for measuring EMT/Paramedic performance. Review records and reports to assess performance and implement and oversee an effective process improvement program.
- Establish and maintain required licensure and insurance, including license to provide controlled drugs to EMS/Fire agencies operating at the advanced support level. Ensure security procedures for medications, fluids and controlled substances are in compliance with local, state and federal statutes. Provide notification in compliance with regulations when substitute equipment or medications are maintained. Assume responsibility for use of defibrillators by certified first responders, EMTs, and paramedics.
- Establish and/or approve the medical standards for hiring or dismissing personnel involved in patient care. Require education and testing to the level of proficiency approved for the following personnel within the PBFR system: first responders, EMTs, paramedics involved in out-of-hospital care, dispatchers, educational coordinators. Recommend removal of a provider from medical care duties for due cause, using an appropriate review and appeals system. Set and/or approve standards for equipment used in patient care.
- Establish, implement, revise and oversee training programs for new and existing emergency medical staff including training in the use of scorecard methodologies, CEU programs, and other mandatory and optional skill and safety related topics.
- Develop, nurture and enhance relationships with hospital personnel, local medical providers and community leaders to promote the goodwill of PBFR. Develop programs to support the community including immunization clinics in cooperation with the County Health Departments.
- Prepare and present periodic presentations to the PBFR Chiefs on various topics as requested.
- Perform or assist with any duties or operations, as required to maintain workflow and to meet schedules and quality requirements.
- Maintain safe work area and comply with safety procedures and equipment operating rules, keeping work area in a clean and orderly condition.
- Participate in a variety of meetings and task force groups, including Quarterly EMS meetings and Operations Group meetings, to integrate activities, communicate issues, obtain approvals, resolve problems and maintain specified level of knowledge pertaining to new developments, requirements, and policies.
- Attend bi-monthly City EMS Advisory Board meetings.
- Ensure that work is carried-out in compliance with all company policies and regulatory requirements.

## 2. Minimum Qualifications: The selected Medical Director shall:

- Be duly licensed to practice as a medical or osteopathic physician in the state of Florida.
- Be a licensed physician who has at least 5 years or more of experience in being an EMS medical director at an EMS agency.
- Hold (or obtain within four (4) months from contract award) a current Advanced Trauma Life Support (ATLS) provider certification
- Hold a current Advanced Cardiac Life Support (ACLS) Certification

- Hold both ACLS and Pediatric Advanced Life Saving Instructor Certifications
- Possess a thorough understanding of pre-hospital care
- Comply with all requirements of Florida Statutes, Chapter 401, and Chapter 64E-2.004 Florida Administrative Code (F.A.C.).

**3. Mandatory Requirements:** The selected Medical Director shall:

- Be responsible to the Fire Chief of PBFR.

**4. Position requirements of the Medical Director:** The selected Medical Director shall:

- Possess proof of current registration as a Practitioner with the US Department of Justice, Drug Enforcement Administration (DEA) to provide controlled substances to an EMS provider. The DEA registration shall include each address at which controlled substances are stored, in accordance with Florida Statutes, Chapter 401 and Florida Administrative Code 64J-1.004 (4)(c). Copies of the Medical Director's license and registrations must be provided.
- Provide monthly CQI performance reports to the Fire Chief.
- Attend meetings as necessary or requested, or when deemed in the best interest of the PBFR system, or when otherwise requested by the EMS Assistant Chief or other system partner agencies.
- Where applicable provide medical oversight for any Community AED Programs.

**B. Tasks/Deliverables**

**1. Activities of the Medical Director:** The selected Medical Director shall:

- Assume direct responsibility for the clinical activities of all the paramedics and Emergency Medical Technicians (EMT) performing in the PBFR system, including staff for Pompano Beach / Broward County law enforcement specialty teams.
- Be actively involved in the Florida Association of EMS Medical Directors and attend at least two (2) meetings of the association per year.
- Provide consultation regarding EMS issues to the management, supervisors and field personnel of EMS and system partner agencies, as requested.
- Provides a continuous twenty-four (24) hours per day, seven (7) days per week for emergency consultations from system EMS providers and "on-line" medical direction to personnel, when requested.
- Assist in the resolution of problems involving the delivery of pre-hospital care and other emergency medical services in accordance with Florida Statutes Chapter 401 and 64J-1.004 of the Florida Administrative Code or their most current version.
- When requested by management, evaluate, monitor and provide conflict resolution for hospital emergency department diversions and delays in patient care transfers.
- Facilitate discussions with emergency physicians, physician specialists, surgeons, trauma specialists, physician assistants, nurse practitioners, nursing staff and other ancillary medical personnel to provide input in the continued enhancement of the PBFR system.

**2. Practice Parameters: The selected Medical Director shall:**

- Ensure that all EMT's and paramedics in the system are trained in the use of Trauma Scorecard Methodology, as provided in Chapter 64J-2.004 F.A.C. for adult patients and 64J-2.005 F.A.C. for pediatric patients.
- Develop and revise Trauma Transport Protocols (TTP) in accordance with 64J-1.004 (4) and local Broward County TTP Ordinance (i) when necessary or as required by the Florida Bureau of EMS. The TTPs must be submitted as required to the Florida Bureau of EMS for approval.

**3. Continuous Quality Improvement: The selected Medical Director shall:**

- In conjunction with PBFR, develop and implement a PBFR System Quality Development Program in accordance with Florida Statutes Chapter 401.265 (2) and Chapter 64J-1.004 (4) (b) Florida Administrative Code. Establish internal and external benchmarks of key performance measures as they pertain to patient outcomes.
- In conjunction with PBFR and system partner agencies, review patient care reports on a monthly basis, review any and all deviations from PBFR Practice Parameters and initiate or recommend corrective action in accordance with Florida Statutes Chapter 401.265 (2).
- During an investigation, the Medical Director shall meet with the involved personnel of the respective agency. Upon completion of the investigation, the Medical Director must submit a final recommendation on corrective or disciplinary action to the respective agency within thirty (30) days, unless extenuating circumstances can be documented for a delay in the presentation of recommendations.
- In conjunction with management, periodically communicate with the hospital emergency departments to exchange information and review the quality of care provided by the EMS system.

**4. Continuing Education**

The selected Medical Director shall be responsible for ensuring the quality of the Continuing Medical Education (CME) training provided to the EMS personnel by:

- Reviewing and approving all curriculum and courses for continuing education units (CEU) prior to the PBFR and system partner personnel being trained.
- Actively participating in the development of EMS training programs by identifying educational topics, presenting lectures and providing other educational opportunities for the enhancement of the PBFR system.
- Assist in developing procedures to evaluate the clinical impact and effectiveness of the entire CME program.
- Evaluating the educational effectiveness of instruction, courses and programs.
- Participate in American Heart Association Advanced Cardiac Life Support (ACLS) or their program equivalents refresher courses and programs.
- Complete a minimum of ten (10) hours per year of continuing medical education related to pre-hospital care or teaching or a combination of both in accordance with Florida Statutes Chapter 401 and Chapter 64J-1.004 (4) (k) F.A.C. or their most current version.
- Monitor and audit at least one (1) class session of every CME/CEU course held.

**5. Certification of EMS Personnel: The selected Medical Director shall:**

- Be responsible for establishing and periodically updating the minimum personnel standards and certification requirements for practice in the PBFR system.



- Oversee PBFR's Paramedic and Preceptor Program.
- Standards shall include the requirements for initial training and mentoring as outlined in the Provisional Program; requirements for continuing medical education; state and national recertification requirements; standards for professional conduct; and testing requirements for PBFR and system partner personnel to maintain PBFR system practice certification.
- Participate in the final clearance process for all clinical staff exiting the provisional program, with direct responsibility for conducting the exit interviews. Medical Director is the final authority on provisional completion.
- Establish procedures for the issuance, renewal, suspension and revocation of certifications for PBFR and system personnel in concert with each system agency. The procedures shall contain due process provisions that shall be approved, in advance.

**6. Field Activity and System Monitoring:** The selected Medical Director shall:

- Visit and interact with PBFR and system partner personnel, hospital emergency department staff and other public safety personnel for quality improvement and/or education purposes as necessary to ensure the system is operating according to expectations.

**7. Medical Equipment and Supplies:**

- Comprehensive Review – the Medical Director shall conduct ongoing and comprehensive reviews of all EMS equipment, medications and medical supplies as necessary to ensure reliable delivery of medical services in the PBFR system with a focus of providing excellent evidence based care.
- The Medical Director shall insure and certify that security procedures of all PBFR and system clinical personnel with respect to medications, controlled substances and medical fluids are conducted in accordance with Florida Statutes Chapter 401 and Chapter 64J-1.004 (4) (d), F.A.C. or their most current version.

**8. Disaster Assistance and Planning:** The selected Medical Director shall:

- Be available for consultation and/or response during a disaster situation or declared emergency emanating in Pompano Beach.
- Be available for emergency consultation during a multiple casualty incident.
- Function as a liaison between EMS field operations, hospitals and public health agencies during the aforementioned disaster situations.
- May be called upon to provide specific information to assist in the mitigation of specific emergency medical care aspects during disaster situations.

**9. State Involvement**

The selected Medical Director shall demonstrate active participation in the State EMS Medical Director's Association or a statewide physician's group involved in pre-hospital care in accordance with Florida Statutes Chapter 401 and Chapter 64J-1.004 (3) (d) F.A.C. or their most current version.

**10. Infection Control**

The selected Medical Director shall:

- Develop and revise the Exposure Control Plan (ECP) for the PBFR system as needed to assure compliance with State and Federal requirements.

**C. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<b><u>Criteria</u></b>	<b><u>Point Range</u></b>
<b>1. Qualification and Experience. Qualifications of the Provider and related experience (5+ years) providing Emergency Medical Service Medical Direction and/or related services.</b>	0-30
<b>2. Understanding of Objectives. Full understanding of the overall needs of PBFR and City for such services, as presented in the narrative proposal</b>	0-50
<b>3. Proposal Presentation. Clarity and ease of assessment of the entire proposal (including material presentation.)</b>	0-10
<b>4. Cost. Including the overall value and quality of the Provider, project-task budget and itemized cost breakdowns.</b>	0-10
<b>Total:</b>	<hr/> <b>100</b>

**NOTE:**

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

**SECTION II**

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of

this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

#### **D. Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

##### **Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

##### **Table of Contents:**

Include a clear identification of the material by section and by page.

##### **Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

##### **Fees & Costs:**

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

##### **Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

##### **References:**

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.)

Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**City Forms:**

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

**E. Insurance Requirements**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

## 2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX **premises - operations  
explosion & collapse**

**bodily injury and property damage**

— hazard

— underground hazard

XX products/completed  
operations hazard

bodily injury and property damage combined

XX contractual insurance

bodily injury and property damage combined

XX broad form property damage

bodily injury and property damage combined

XX independent contractors

personal injury

XX personal injury

— sexual abuse/molestation

Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability

Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.

XX comprehensive form

XX owned

XX hired

XX non-owned

**REAL & PERSONAL PROPERTY**

— comprehensive form

Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

— other than umbrella

bodily injury and  
property damage  
combined

\$1,000,000

\$1,000,000

**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

XX \* Policy to be written on a claims made basis

\$1,000,000

\$1,000,000

(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

#### **CYBER LIABILITY**

#### **Per Occurrence Aggregate**

___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
___	Network Security / Privacy Liability		
___	Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
___	Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)		
___	Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.		

3. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and

(d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

#### **F. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether

to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

#### **G. Right to Audit**

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

#### **H. Retention of Records and Right to Access**

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**I. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**J. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**K. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**L. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**M. Contract Terms**

The contract resulting from this Solicitation shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**N. Waiver**

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any



covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**O. Survivorship Rights**

This contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**P. Termination**

The contract resulting from this Solicitation may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**Q. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**R. Acceptance Period**

Proposals submitted in response to this Solicitation must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**S. Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation.

Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

#### **T. Standard Provisions**

##### **1. Governing Law**

Any agreement resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

##### **2. Licenses**

In order to perform public work, the successful Proposer shall:  
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

##### **3. Conflict Of Interest**

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

##### **4. Drug Free Workplace**

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

##### **5. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract 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 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In

accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - i. Keep and maintain public records required by the City in order to perform the service;
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
  - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**100 W. Atlantic Blvd., Suite 253**  
**Pompano Beach, Florida 33060**  
**(954) 786-4611**  
**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

**U. Questions and Communication**

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**V. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

**W. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.