

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



REQUEST TO QUALIFY
RTQ No. 2025-049-1

FITNESS INSTRUCTORS

INFOR EVENT No. 172

Submittal Deadline: OPEN



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

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PROFESSIONAL'S ACKNOWLEDGEMENT

<p>RTQ No.: 2025-049-1</p> <p>RTQ Title: Fitness Instructors</p> <hr style="width: 30%; margin-left: 0;"/> <p>A cone of silence is in effect with respect to this RTQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Electronic submittals must be received via INFOR.</p> <p>Contact: Eduardo Hernandez Title: Procurement Specialist Telephone: 305-460-5108 Email: ehernandez2@coralgables.com contracts@coralgables.com</p>
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Professional Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.:
Bid Bond/Security Bond (if applicable): N/A	Email:

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

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

Authorized Name and Signature

Title
Date

CITY OF CORAL GABLES, FL

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

PUBLIC NOTICE

Request to Qualify (RTQ) No.: 2025-049-1

The City of Coral Gables is soliciting submittals to establish a qualified pool of individuals (“Professionals”) interested in being Fitness Instructors.

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

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

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

A user guide for responding electronically to solicitations can be found by visiting the Infor Supplier Services webpage.

Any request for additional information or clarification must be submitted via INFOR. Professionals should not rely on any representations, statements or explanations other than those made in this RTQ or in any written addendum to this RTQ.

Electronic submittals for RTQ No. 2025-049-1 will be received only via INFOR.

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

Anticipated Schedule of Events:

RTQ Advertisement	Wednesday, April 29, 2026
Proposals Submittal Deadline	OPEN

This solicitation will pre-qualify participants based on the criteria method outlined, within a reasonable time after opening of submittals. However, the City reserves the right to accept or reject any and/or all submittals or sections thereof and waive any informalities or technicalities at any time during the RTQ solicitation process.

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

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

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912

- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697

Conflict of Interest and Code of Ethics

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

City Clerk, Lobbyist Registration, Applications and Forms

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

Sincerely,

Chief Procurement Officer

CONE OF SILENCE

Request to Qualify (RTQ) No. 2025-049-1

NOTICE TO ALL BIDDERS AND PROFESSIONALS

Definition:

Cone of silence is defined to mean a prohibition on:

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

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

Imposition:

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

Termination:

The cone of silence shall terminate at:

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

Violations:

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

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

SOLICITATION SUBMISSION CHECKLIST

Request to Qualify (RTQ) No. 2025-049-1

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

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

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

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

SUBMITTAL - SECTION II: EXPERIENCE AND PROFESSIONAL'S QUALIFICATIONS

(i) FOR PROFESSIONAL:

- 1) Provide a complete history and description of your experience as a Fitness Instructor, including, but not limited to; the number of years of experience and list of places that you have worked. Provide the names of at least three (3) references, not related to you that can verify your experience. Including their contact name, company name (if applicable), address, telephone number and email. **PAGE # _____**
- 2) Provide evidence of current and valid applicable certifications from nationally recognized organizations (eg. ACE, NASM, ACSM, AFAA, etc.). Evidence can be in the form of certificate copies, organization correspondence, or other organization documents. **PAGE # _____**

--NOTICE--

BEFORE SUBMITTING YOUR RTQ RESPONSE MAKE SURE YOU:

- 1. Carefully read and have a clear understanding of the RTQ, including the Scope of Services and enclosed Professional Services Agreement (*draft*).

- 2. Carefully follow the Submission Requirements outlined in Section 6 of the RTQ and ensure you have submitted all of the required information. **DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.**

- 3. **Prepare and submit ONE (1) electronic copy via INFOR.**

- 4. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

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

SECTION 1 – INTRODUCTION TO REQUEST FOR PROPOSAL

Request to Qualify (RTQ) No. 2025-049-1

1.1. Invitation

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

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

1.2. Contract Terms and Conditions

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

The term(s) of the Agreement shall continue through to the expiration date of the first fully executed contract, with the option to renew for two (2) additional one (1) year periods.

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

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

B. CONTRACT EXTENSION

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

1.3. Additional Information or Clarification

The Professional must thoroughly examine each section of this RTQ. If there is any doubt or obscurity as to the meaning of any part of the RTQ, the Professional may request clarification at the pre-proposal conference or by WRITTEN REQUEST to INFOR [**Supplier Services webpage**](#) prior to the Deadline for Written Questions. Professional is responsible for downloading and bringing a copy of the RTQ for the pre-proposal conference as copies will not be provided by the City.

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

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

Professionals should not rely on any representations, statements or explanations other than those made in this RTQ or in any written addendum to this RTQ.

1.4. Method of Award

Award of this project will be made to all responsive and responsible Professional(s), who have the minimum qualifications required in Section 3.0 and meet the requirements listed in Section 2.0 based on the criteria outlined in this solicitation. The City in its sole discretion will determine if it is in the best interest of the City to move forward with the award.

1.5. Award of an Agreement

Agreements may be awarded to the Successful Professional(s) by the City Commission or City Manager, as applicable, to the most responsible, responsive Professionals meeting all specifications. Should the award be made to the Professional(s), the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Professional(s) shall not be permitted a rate increases as a result of an artificial low price Proposal submitted in anticipation of requesting rate increases from the City after the contract award than otherwise provided in the contract. Non-performance shall result in cancellation of the contract with the Professional(s) Professional(s). The City reserves the right to execute or not execute Agreement(s) with the Successful Professional(s) if it is determined to be in the best interest of the City.

1.6. Agreement Execution

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

Failure of the successful Professional(s) 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 RTQ through action taken by the City Commission at a duly authorized meeting. If the Professional first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Professional, or re-advertised, as determined by the City.

1.7. Unauthorized Work

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

1.8. Changes/Alterations

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

1.9. Discrepancies, Errors, and Omissions

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

1.10. Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Professional. 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 to Qualify.

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

1.11. Professional Expenditures

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

1.12. Financial Stability and Strength

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

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

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

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

1.13. Contract Termination

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

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

1.16. Contract Administrator

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

1.17. Continuation of Work

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

1.18. Definitions

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

May denotes the permissive.

Must denotes the imperative.

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

Proposal means an executed document submitted by a Professional in response to a Request to Qualify to be used as a basis for negotiations for entering into a contract.

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

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

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

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

SECTION 2 – SCOPE OF SERVICES

Request to Qualify (RTQ) No. 2025-049-1

2.1 Introduction

It is the intent of this Request to Qualify to contract a passionate, highly motivated, skilled teaching pool of prequalified Fitness and Personal Training Instructors to provide professional fitness instruction services across various City programs, including but not limited to aerobics, yoga, zumba, personal training, and senior wellness for the Community Recreation Department. The City will hire Professionals who will establish, promote and provide full-service, first-class fitness classes and learning opportunities for the community.

The City will evaluate the submittals and determine what professional level the Professionals are qualified for.

As indicated above, the fitness and personal training services will be performed within the Community Recreation Department and may serve at various department facilities as follows:

- War Memorial Youth Center located at 405 University Drive, Coral Gables, FL 33134.
- Venetian Pool located at 2701 De Soto Blvd, Coral Gables, FL 33134.
- Salvadore Park Tennis Center located at 1120 Andalusia Ave, Coral Gables, FL 33134.
- Biltmore Tennis Center located at 1150 Anastasia Ave, Coral Gables, FL 33134.
- Coral Gables Golf and Country Club located at 990 Alhambra Circle, Coral Gables, FL 33134.
- Adult Activity Center located at 2 Andalusia Ave, Coral Gables FL, 33134.

2.2 Phases

This project will be conducted in two separate phases. Phase I of this Request to Quality (RTQ) will be the initial release of the project with a closing date for accepting submittals. After the evaluation process, as outlined in Section 7, is completed and all of the qualified professionals that have been identified will be engaged with an agreement this and this initial phase of this project will be closed out.

Phase II will be released after the completion of Phase I and with an open-ended date to allow for the additional submittals of interested professionals if required by the City. The candidates will go through the same review and interview process.

If the required number of candidates were not selected from the first phase of the project (or for some reason changes), candidates from Phase II will be engaged until the requisite number of professionals is reached. Thereafter, all other qualified candidates will go into a "Pool" until such time their services are needed. The qualifying process of Phase II submittals will mirror that of Phase I.

2.3 Type of Services

The duties and responsibilities of the services to be provided are outlined in this Scope of Services. These are the minimum duties and responsibilities. Candidates selected to serve as a member of the Coral Gables Fitness and Personal Training Instructors' staff will be expected to provide services above the minimum requirements. Appendix B outlines the full range of instructor-led fitness and personal training classes offered

by the City of Coral Gables Community Recreation Department. The services are categorized by fitness focus and target audience, ensuring inclusive and diverse programming for all ages and abilities.

2.3.1 Qualified instructors will be eligible to provide services on an as-needed basis and may be called upon to support a variety of programming, including but not limited to:

1. Group Fitness Classes: Aerobics, yoga, dance fitness, pilates, boot camps, high-intensity interval training (HIIT), and senior fitness (indoor/outdoor).
2. Personal Training: One-on-one or small group sessions customized to participant goals, fitness assessments, and wellness coaching.
3. Specialized Instruction: Programs for youth, older adults, individuals with disabilities, or medically cleared special populations (e.g., senior wellness, adaptive fitness, injury recovery, sports performance, post-rehabilitation, pre/post-natal).
4. Outdoor and Seasonal Programs: Fitness activities conducted in parks or open spaces to encourage community engagement in active lifestyles.
5. Administrative Collaboration: Coordination with City staff regarding class registration, scheduling, attendance tracking, and incident reporting. Class planning, instruction, and participant progress tracking.
6. Safety and Risk Management: Adherence to industry standards and City policies regarding equipment use, participant safety, enforcing facility policies and emergency response protocols.

2.3.2 Instructor responsibilities will vary according to the position. Basic requirements for all instructor staff include the following:

1. Maintain a full schedule of classes at the request of the needs and requirements of the Community Recreation Department.
2. Promoting fitness classes and personal training services for an increase in participation.
3. Providing exemplary customer service to members, residents and Community Recreation patrons.
4. Must provide and maintain any necessary certifications or licenses applicable to the service provided.

2.3.3 All services will be performed upon request by the City. The Professional(s) shall be available for programming as directed by the Community Recreation Leadership team. Instructors may be scheduled to work at various city parks, facilities, or community centers.

The Professional(s) will be able to provide upon request of the City, to include but not limited to the following services at a level of availability at the discretion of the City.

1. Instruction:

Instruction includes, but is not limited to, communication, demonstration, coaching and any act of educating students in the techniques, rules, fundamentals and methods used to lead the applicable fitness class. Such instruction shall be subject to the guidelines and restrictions as set forth in the Community Recreation Department and applicable Facility Use Policies (Appendix "A"). The Professional will be responsible for preparing and conducting all lessons. Lessons should consist of unique content that is safe, enjoyable and appropriate for the student's skill level(s).

a. Seasonal/Monthly Programs and Classes:

- Consists of a series of lessons and classes typically four (4) or more lessons/classes monthly. Lessons/classes typically consist of a one (1) to two (2) hour duration.
- All program days/hours must be coordinated and approved by the department/facility.
- All program offerings must be submitted, approved, and posted in advance upon the department's registration deadline. The Community Recreation Department operates on a seasonal basis to include Fall/Winter, Spring, and Summer.
- All fees must be collected through the Community Recreation Department and fees paid directly to the City by the user/customer. Fees may not be collected by the instructor. Any additional fees incurred by the contractor for the program must be approved in writing by the Community Recreation Department.
- The City will regulate and establish the fees to include member, residents, and non-resident rates when applicable.

b. Camps:

- Generally, consist of lessons/classes with typically six (6) to ten (10) students who meet for extended periods within a condensed timeframe. Typically, camps are eight (8) hours per day for a single week lasting a total of five (5) days or two (2) continuous half-day camps for a total duration of eight (8) hours, or a single half-day camp with an option of A.M. or P.M. hours as scheduled per the requested facility.
- All camp days/hours must be coordinated and approved by the Community Recreation Department.
- All camp offerings must be submitted, approved, and posted in advance upon the Community Recreation Department's registration deadline. The department operates on a seasonal basis to include Fall/Winter, Spring, and Summer.
- All camp fees must be collected through the Community Recreation Department and fees paid directly to the City by the user/customer. Camp fees may not be collected by the instructor. Any additional fees incurred by the instructor for the program must be approved in writing by the Community Recreation Department.
- The City will regulate and establish the fees to include member, residents, and non-resident rates when applicable.

c. Semi-Private Lessons for Personal Training Punch Passes:

- Consist of smaller group lessons with up to two (2) students or a family group up to a maximum of four (4) students when applicable. Lessons are conducted between the instructor and the students on behalf of the city with regards to schedule, course content and expectations.
- Semi-private Personal Training Punch Passes will be coordinated and sold through the city, with the instructor coordinating the class schedule.
- The city will regulate and establish the fees for semi-private lessons for the use of Personal Training Punch Passes.

d. Private Lessons for Personal Training Punch Passes

- Lessons are conducted between the instructor and the student on behalf of the city with regards to schedule, course content and expectations.
- Private Personal Training Punch Passes will be coordinated and sold through the city, with the instructor coordinating the class schedule.
- The city will regulate and establish the fees for private lessons for the use of Personal Training Punch Passes.

2. Coordination

The City may require coordination services to include but not limited to the development, setup and onsite supervision, of fitness programs, and special events. Such services will be requested of the Professional as needed for specific events.

2.4 Compensation

The City reserves the right to change or alter the fees listed below at its sole discretion of fee resolution, five (5) year plan.

These advertised fees must be charged and unaltered. Any Professional that alters or changes lesson fees is subject to suspension or termination.

All court fees must be paid at the completion of the lesson(s).

2.4.1 Compensation for Basic Group and Fitness Class Instruction Services

Professionals will be compensated for each instructional class service based upon the units of service performed at the city approved rate.

Description of Service	Compensation	Unit
Group Instruction of Fitness Class	\$65.00	Hour

2.4.2 Compensation for Private and Semi-Private Personal Training and Punch Pass Services

In full consideration of the services of the Professional(s), compensation for the coordination or private and semi-private instruction will be as follows:

1. The City will provide the contractor with a report showing all registered participants with fees collected.
2. The City will provide the contractor with a reconciliation report showing the agreed upon revenue split from participant fees collected. Non-paid participant fees will not be reconciled until all fees are collected.
3. Upon review and receipt of both reports listed above the Instructor is responsible for providing the City with an invoice matching the amount listed in the reconciliation report. Instructor has seven (7) business days upon receipt to contest any discrepancies.
4. Any participant request for reimbursement must be settled prior to the reconciliation period. Instructor assumes all financial responsibility for reimbursements honored after the reconciliation has been processed.

5. Payment/reconciliation terms will be as follows:
 - a. Seasonal programming will be reconciled upon completion of the program's season.
 - b. Monthly programming will be reconciled upon the completion of the month.
 - c. Weekly/daily programming will be reconciled on a bi-weekly basis.
 - d. The City has up to thirty (30) days to remit payment for the full amount to the contractor upon receipt of the approved invoice.

Description of Services	City Percentage of Fees Collected	Instructor Percentage of Fees Collected
Private Lesson	30%	70%
Semi-Private Lesson	30%	70%

2.5 Reporting

The Instructor shall provide the necessary reporting requirements as outlined by the Community Recreation Department below:

- The Instructor shall ensure participant attendance by collecting, maintaining, and submitting rosters that log attendance and absences for all registered participants.
- The Instructor is responsible for maintaining their respective staffing schedules and log sheets. These documents must be made available upon request from the City.
- The Instructor shall provide detailed information on the program offerings, curriculum, and any required evaluations. The Instructor is also responsible for sharing and upholding any specific program/age/skill-based requirements.
- Any City required reports including incident/accident reports and disciplinary reports must be completed by the Contractor and submitted to the Community Recreation Department within seven (7) business days.

2.6 Customer Service and Code of Conduct

All City of Coral Gables Contracted Professionals are required to adhere to the Professional Code of Ethics to include, but not limited to the following:

The Professional Fitness and Personal Training Instructor Shall:

- 1) Provide courteous and efficient services to the citizens of Coral Gables and members/guests of the Community Recreation facilities.
- 2) Shall perform duties in an efficient and courteous manner.
- 3) Be punctual for scheduled programs, lessons, performances, and special events.
- 4) Limit personal activities including visitors, phone calls and individual conversations.
- 5) Ensure operations of the department are conducted in a business-like manner.
- 6) Behave in a way that brings credit and dignity to their profession, and they shall exhibit professionalism in all their words and actions.

- 7) Honor all professional relationships with colleagues and treat their colleagues with dignity and respect.
- 8) Act in full accordance with national governing body rules and report any violations.
- 9) Always put the welfare of their participants first while maintaining professional relationships with them.
- 10) Be a role model to participants and always encourage them to exhibit good sportsmanship.
- 11) Address all concerns with national governing body rules as well as concerns with colleagues or supervisors through the proper channels, and never through the media or rumor or innuendo.
- 12) Be honest and forthright, and refrain from making negative or derogatory statements about another colleague, instructor, supervisor, staff, parent, participant, facility of institution.
- 13) Treat all colleagues, instructors, supervisors, staff, parents, and participants in a professional and respectable manner.

2.7 Professional Attire

The Instructor shall be distinctively uniformed or appropriately attired to be distinguishable as the Contracted Fitness and Personal Training Instructor and not as an employee of the Community Recreation Department and/or the City of Coral Gables.

2.8 Certifications

- 2.8.1 The Fitness & Personal Training Professional(s) shall be required to provide proof of all required certifications on a yearly basis, upon renewal, or as deemed necessary by the City.
- 2.8.2 The Fitness & Personal Training Professional shall at all times be responsible for maintaining one of the following certifications for themselves:
 - Hold a current certification from a nationally recognized fitness organization such as American Counsel of Exercise (ACE), American College of Sports Medicine (ACSM), Aerobics and Fitness Association of America (AFAA) or National Academy of Sports Medicine (NASM).
 - Maintain current CPR/AED certification
- 2.8.3 The Fitness & Personal Training Professional will be required to participate in classes provided by The City, and keep current certifications for the following:
 - Cardiopulmonary Resuscitation (CPR)
 - First aid & Stop the Bleed
 - Automated External Defibrillator (AED)

2.9 Professional Responsibilities and Requirements

- 2.9.1 Each Professional shall remain an independent contractor with respect to all acts and services to be performed by the Fitness & Personal Training Professional as detailed in this RTQ.
- 2.9.2 The executed Agreement shall not render the Professional as an agent, partner, representative or employee of the City for any purposes whatsoever, nor authorize the Professional to contract or assume any liabilities in the name of the City.

- 2.9.3 Each Professional is 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.
- 2.9.4 The Professional(s), as an independent contractor, are not entitled to any City employee fringe benefit such as vacation, sick leave, insurance, etc.
- 2.9.5 The work schedule of the Professionals shall be made known to the respective division/facility manager or his/her designee.
- 2.9.6 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 facility.
- 2.9.7 The Professionals shall not purchase any merchandise or consignment in the name of the City, nor shall the Professional incur any debt in the name of the City.
- 2.9.8 Instructors may not solicit patrons of the City for outside business opportunities.
- 2.9.9 The Professional must complete a background investigation (includes level 2 (screening / fingerprinting) to provide services to the City. A background check shall be completed by the City of Coral Gables Human Resource Department at the expense of the Professional. The City shall have the right to refuse to allow any potential employee of the Proposer to work on City property when it deems that their presence on City property is not in the City's best interest.

2.10 City Requirements

- 2.10.1 The City shall not be liable for any wages or salaries of any representative, assistant or employee of the Professional, nor for any debts, liabilities, nor any other obligations of the Professional.
- 2.10.2 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.

2.11 Submittal Instructions

The structure of the submittal should include:

- The class or service name.
- Description of the class or service.
- What day and time will the class or service be offered.
- The target age group.
- The student capacity per class or service.
- The duration of each class or service session.
- Price point for each class or service being offered, that includes the member, resident, and non-resident rate.

SECTION 3 – MINIMUM QUALIFICATION REQUIREMENTS

Request to Qualify (RTQ) No. 2025-049-1

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

Minimum Qualifications:

(A) PROFESSIONALS SHALL:

Using Attachment A – Reference Form, Demonstrate Items 1 And 2 Below:

- (1) Be regularly engaged in the business of providing goods and/or services similar in scope and size as described in the **“Scope of Services”** for a minimum of three (3) years. Bidder's ability to demonstrate the minimum of three (3) years shall be verified through bidder's references provided.

AND

- (2) Provide a **minimum** of three (3) same (or similar) engagements satisfactorily performed in the last three (3) years. **All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above.**

At least one (1) of the references' start date **must** cover the three (3) year period from the issuance date of this solicitation.

NOTE: References MUST respond with information to document that this requirement is fulfilled. It is solely the Professional's responsibility to list client references that will respond to the verification process and to follow to ensure the documentation is provided in a timely manner.

- (3) Hold and provide evidence of current and valid applicable certifications from nationally recognized organizations such as such as American Counsel of Exercise (ACE), American College of Sports Medicine (ACSM), Aerobics and Fitness Association of America (AFAA) or National Academy of Sports Medicine (NASM). Copy of certification must be provided with response.

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SECTION 4 – GENERAL CONDITIONS

Request to Qualify (RTQ) No. 2025-049-1

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein; but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Professional(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 RTQ. This offering of RTQ itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Professional(s). Additionally, the issuance of this solicitation in no way obligates the City of Coral Gables to proceed with an award of a contract for the services outlined.

4.2 Legal Requirements

The Professional 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 Professional shall in no way be cause for relief from responsibility.

4.3 Non-Appropriation of Funds

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

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

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

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

4.5 Use of Polystyrene Prohibited

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

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

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

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

4.7 Public Entity Crimes

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

4.8 Resolution of Protests

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

4.9 Determination of Responsiveness

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

4.10 Evaluation of Responses

A. Rejection of Responses

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

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

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

B. Elimination from Consideration

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

C. Determination of Responsibility

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

4.11 Collusion

The Professional, 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 Professional certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Professional certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred, and the City reserves the right to reject any and all Responses where collusion may have occurred.

4.12 Sub-Contractor

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

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

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

4.13 Substitutions for Assigned Personnel

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

4.14 Florida Public Records Law

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

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

4.15 Trade Secret, Proprietary or Confidential Information

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

4.16 Purchasing Agreements with Other Government Agencies

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

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

4.17 Protection of Property / Safety Concerns

The Successful Professional shall at all-time take precautions to avoid any damage or loss property of the City and shall replace and repair to the City's satisfaction any loss or damage at Professional's

expense. Professional shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

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

4.18 Invoicing & Payment

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

4.19 Auditing of Records

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

4.20 Single Proposal

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

4.21 Estimated Quantities

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

4.22 Background Screenings

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

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

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

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

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

SECTION 5 –
INDEMNIFY, DEFEND AND HOLD HARMLESS &
INSURANCE REQUIREMENTS

Request to Qualify (RTQ) No. 2025-049-1

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

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

- 5.2** For any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Professional, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.
- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:
- a. Damages awarded to any person or party.
 - b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Professional will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, PROFESSIONAL will reimburse the City at the prevailing market rate for similar legal services.
 - c. Attorney's fees and cost of any party that a court orders the City to pay.
 - d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Professional or any other

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

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager or Deputy 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, Deputy City Attorney or Asst. City Attorney: Prevailing market rates
- For other City employees: \$50.00 per hour

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

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

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

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Human Resources and Risk Management 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 Professional shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Professional shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

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

5.6.2 PROFESSIONAL REQUIREMENTS

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

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- 5.6.3.1 Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and

completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

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

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

5.6.3.2 **Sexual Abuse and Molestation Insurance Liability** contractor agrees to maintain Sexual Abuse and Molestation Insurance Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.

5.6.3.3 **Professional Liability or Professional Errors & Omissions Liability:** with a limit of liability not less than One Million (\$1,000,000) Dollars per claim and Two Million (\$2,000,000) Dollars per policy aggregate, with a deductible per claim not to exceed 5% of the limit of liability providing for all sums which the Contractor shall become legally obligated to pay as damages for claims arising out of the services performed by the Contractor or any person employed in connection with this agreement. Contractor shall maintain Professional Liability coverage for at least five (5) years after completion of the work.

5.6.4 **REQUIRED ENDORSEMENTS**

5.6.4.1 The following endorsements with City approved language

5.6.4.1.1 Additional insured status provided on a primary & non-contributory basis for general, and sexual abuse & molestation.

5.6.4.1.2 Waiver of Subrogation for all applicable coverages: general, sexual abuse & molestation and workers compensation

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

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

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

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

5.6.8 **HOW TO EVIDENCE COVERAGE TO THE CITY**

5.6.8.1 The following documents must be provided to the City;

5.6.8.1.1 A Certificate of Insurance containing the following information:

5.6.8.1.1.1 Issued to entity contracting with the City

5.6.8.1.1.2 Evidencing the appropriate Coverage

5.6.8.1.1.3 Evidencing the required Limits of Liability required

5.6.8.1.1.4 Evidencing that coverage is currently in force

- 5.6.8.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf
- 5.6.8.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.
- 5.6.8.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.9 WAIVER OF INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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SECTION 6 - SUBMISSION REQUIREMENTS

Request to Qualify (RTQ) No. 2025-049-1

6.1 SUBMITTAL INSTRUCTIONS

Professionals shall submit an electronic response via INFOR.

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

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

Professionals 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.

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

6.2 RESPONSE FORMAT

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

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

PROFESSIONALS SHALL:

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

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

SUBMITTAL II:

(i) FOR EXPERIENCE AND QUALIFICATIONS - PROFESSIONALS SHALL:

- a) Provide a complete history and description of your experience as a Fitness Instructor, including, but not limited to; the number of years of experience and list of places that you have worked. Provide the names of at least three (3) references, not related to you that can verify your experience. Including their contact name, company name (if applicable), address, telephone number and email.
- b) Provide evidence of current and valid applicable certifications from nationally recognized organizations (eg. ACE, NASM, ACSM, AFAA, etc.). Evidence can be in the form of certificate copies, organization correspondence, or other organization documents.

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SECTION 7 - EVALUATION / SELECTION PROCESS

Request to Qualify (RTQ) No. 2025-049-1

7.1 Evaluation Procedures

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

7.2 Method of Evaluation / Evaluation Criteria

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

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

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

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

The Procurement Division will make the initial assessment as to whether or not the Professional met the minimum qualifications as outlined in this solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions.

In evaluating the submittals, the Procurement Division will review the Professional's submittal and assess a "Pass" or "Fail" determination based on the requirements. A final list of all the Professionals that passed the initial screening will be developed. The final list of Professionals will be submitted to the Review Committee comprised of Parks & Recreation staff where interviews will be conducted. The interview process will be utilized to make the final determination as to which Professionals will be invited to

participate in the pool and subsequently sign a contract for their services. The determination of the Review Committee is final and cannot be overturned.

The final composition of the Review Committee will be determined by the Procurement Officer and is subject to change based on staff availability through each Phase of the project. The Committee will be comprised of internal City staff with the requisite knowledge and past experience in dealing with the services provided.

7.3 Evaluation Criteria

Professional Evaluation Criteria Breakdown:

a) Experience and Qualifications

- Provide a complete history and description of your experience as a Fitness Instructor, including, but not limited to; the number of years of experience and list of places that you have worked. Provide the names of at least three (3) references, not related to you that can verify your experience. Including their contact name, company name (if applicable), address, telephone number and email. **Pass / Fail**
- Provide evidence of current and valid applicable certifications from nationally recognized organizations (eg. ACE, NASM, ACSM, AFAA, etc.). Evidence can be in the form of certificate copies, organization correspondence, or other organization documents. **Pass / Fail**

In addition to the information listed in Section 7.3 supplemental material may be submitted as additional information not specifically required to assist in your evaluation.

7.4 Supplemental Material

a) QUALIFICATION AND CERTIFICATIONS

- Nationally recognized fitness certification (ACE, NASM, AFAA, ACSM, etc.)
- CPR/AED, First Aid, Stop the Bleed certifications

b) EXPERIENCE

- Relevant experience in group fitness, personal training, or special population.
- Experience with youth, seniors, or adaptive fitness programs.

c) PROGRAM PROPOSAL

- Clarity and completeness of class/service description.
- Alignment with community needs and department goals.
- Proposed schedule and availability.
- Target age group and capacity.
- Pricing structure (member, resident, non-resident).

d) INSTRUCTIONAL APPROACH

- Quality of lesson planning and instructional methods
- Ability to track participant progress and attendance

e) PROFESSIONALISM & CUSTOMER SERVICE

- Adherence to Code of Conduct and Ethics.
- Communication and collaboration with City staff.

f) INTERVIEW PERFORMANCE

- Presentation, professionalism, and responsiveness.

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SECTION 8 - PROPOSAL PRICING

Request for Proposal (RTQ) No. 2025-049-1

PROPOSAL PRICING

- 8.1 Each Professional shall provide the Proposal Pricing as outlined in INFOR's Line Items Tab, and as described in the Scope of Work of this RTQ. Pricing submitted in any other format will not be accepted or considered.
- 8.2 Professional shall provide pricing on all line items listed. Failure to do so may deem proposal non-responsive.
- 8.3 The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Professional to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

SECTION 9 –
PROFESSIONAL’S AFFIDAVIT INCLUDING SCHEDULES
A THROUGH H

Request for Proposal (RTQ) No. 2025-049-1

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

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

SECTION 10 –
PROFESSIONAL SERVICES AGREEMENT (DRAFT)

Request for Proposal (RTQ) No. 2025-049-1

- 10.1** The enclosed agreement (Attachment C) is a draft for your review only. DO NOT complete and submit the agreement at time of response submittal. This document will be finalized with the awarded Professional for the services.

Appendix A

City of Coral Gables – Community Recreation Facility Use Policy for Professional Fitness Instructors

Instructors must maintain current certifications and provide updated copies annually. Liability insurance must be maintained at a minimum of \$1M per occurrence and \$2M aggregate, naming the City as additionally insured. Failure to maintain certifications or insurance will result in suspension of instructor privileges until compliance is restored.

Purpose

This policy governs the use of City of Coral Gables Community Recreation fitness and recreation facilities by professional fitness instructors (independent contractors or outside vendors) offering classes, workshops, or personal training services. It ensures equitable access, protects City assets, maintains safety standards, and aligns with City membership policies and fee structures.

Scheduling & Reservation

- City-operated programs have priority scheduling in all fitness and recreation spaces.
- All scheduling of classes and sessions is at the sole discretion of the City.
- Monthly class schedules, once published, must be upheld by instructors; any cancellations or changes must receive advance approval from City staff.
- Only City approved substitutes may fill in to cover a class.
- For additional space, requests must be submitted two weeks in advance and is at the sole discretion of the City.
- The City may reassign space or cancel for special events with reasonable notice.
- Classes with fewer than the minimum enrollment, as set by the City, may be cancelled with 24-hour notice.
- Instructors must notify the City at least 24-48 hours in advance if unable to teach, so approved coverage or cancellation can be arranged.

Operational Guidelines

- Instructors must check in with staff and sign-in and out.
- Maintain a respectful, family-friendly environment; inappropriate language, shouting, threats, or harassment are prohibited.
- No outside personal trainers or unapproved subcontractors.

- Clean and re-rack all class areas and equipment after use and return spaces to original condition.

Participant Requirements

- All participants must be enrolled with the city for the applicable membership or class/program/activity and sign City waiver forms before participation.
- Youth participants must have parental consent and adhere to posted age restrictions.

Safety & Risk Management

- Instructors must design classes appropriate for participants' abilities, stop unsafe behavior immediately, and report all injuries/incidents to City staff.
- ADA accommodation requests must be honored in partnership with City staff.

Marketing & Promotion

- All promotional materials and class schedules are prepared by and disseminated by the city.
- Any non-city materials must receive City approval prior to distribution.
- The use of City branding is not permitted without written authorization and must follow City brand guidelines when used.

General Facility Code of Conduct

- All instructors and participants must adhere to the City's Code of Conduct:
 - Respect staff, members, and guests. Disruptive behavior (shouting, aggressiveness, ridiculing others) may result in suspension.
 - Keep areas clean and dispose of trash properly.
 - Wipe down equipment after use and return to proper storage.
 - Use headphones for personal music; no speakerphones or video recording in exercise areas.
 - Shirts and appropriate footwear required; no offensive clothing.
 - No glass containers, tobacco, alcohol, pets (except service animals), or outside food (except approved vendors).

Facility Access & Personal Use

- **Access Limited to Teaching Times:**
Instructors may only access the facility during their scheduled class or session times, unless they hold a valid membership.

- **Separate Membership Required for Personal Use:**
Personal workouts, use of the fitness center, pool, or group classes outside of teaching hours require an active membership or day pass purchase.
- **No After-Hours Access:**
Instructors are not permitted to access the facility outside of operating hours unless pre-approved by City staff (e.g., special event, early setup).
- **Check-In Procedures:**
Instructors must check in for each visit.

Professional Standards

- **Dress Code:**
Instructors must wear appropriate, professional attire reflecting the nature of the class (branded staff shirts encouraged if provided).
- **No Personal Training Outside Agreement:**
Instructors may not solicit, sell, or conduct personal training or private sessions with participants unless under an approved City contract.
- **No Use of Class Time for Personal Promotion:**
Marketing for outside businesses, events, or services not approved by the city is prohibited inside facilities.

Use of Amenities

- **Locker Room Use:**
Instructors may use locker rooms and restrooms but must keep personal items in lockers and remove them at the end of each shift. No overnight storage.
- **Towel Service:**
If provided, limited to use during scheduled sessions (not for off-duty/personal use).
- **Pool, Courts, or Other Amenities:**
Recreational use of City amenities (pool, tennis courts, etc.) is not included unless part of scheduled programming or approved by staff.

Class Delivery Expectations

- **Punctuality:**
Instructors must arrive at least 15 minutes before class to set up and remain after class to clean and return equipment.
- **Consistency:**
Substitutes must be pre-approved by the City and meet all eligibility requirements (certification, insurance, background check).
- **Music Use & Licensing:**
Music used during classes must comply with copyright licensing (City may provide licensed playlists or require instructors to use approved platforms).

Interaction with Participants

- **Professional Boundaries:**
Maintain appropriate relationships with participants. No sharing of personal contact information unless approved for program purposes.
- **Inclusivity:**
Ensure classes are welcoming and inclusive for participants of all abilities, body types, and backgrounds.
- **Mandatory Reporting:**
Report any incidents of harassment, bullying, or unsafe behavior to City staff immediately.

Health & Safety Requirements

- **Incident Reporting:**
Any injuries or equipment damage must be reported immediately.
- **First Aid:**
Instructors must be prepared to respond to medical incidents until City staff arrive (CPR/AED required).
- **Hygiene:**
Encourage participants to wipe down equipment, and instructors should model proper hygiene and sanitation practices.

Confidentiality & City Policies

- **Respect for Member Privacy:**
No photography or video of participants without written consent.
- **Data Privacy:**
Do not collect participant contact information outside of City-approved registration systems.
- **Compliance with City Policies:**
Follow all ADA, child safety, and public records requirements (especially when teaching youth programs).

Evaluation & Quality Control

The City reserves the right to observe and evaluate classes at any time to ensure quality, safety, and participant satisfaction. Instructors may receive performance reviews annually and must address any concerns or corrective actions as directed by City staff.

Compliance & Enforcement

Violations may result in verbal or written warnings, immediate suspension of privileges, termination of instructor agreement, and forfeiture of rental fees.

Appendix B

City of Coral Gables - Community Recreation

Professional Fitness and Personal Training

Instructor-Led Class Service Listing

Aquatic Fitness

Aqua Fit: Uses both the deep and shallow areas of the pool for a great low-impact workout to improve cardiovascular endurance, muscle strength, tone, and flexibility.

Swim-Pro: Performance-based swimming class designed to improve speed, endurance, and efficiency with interval training and drills. For ages 13+ (must be able to swim 100 yards).

Strength & Conditioning

Ageless in Motion: Gentle introduction to exercise for 55+ with low/no-impact aerobics, stationary cycling, treadmills, and strength exercises.

Boot Camp: Combines calisthenics, bodyweight training, plyometrics, and sprint intervals for a total-body workout.

Core Blast: 30-minute class targeting abs and back for improved posture and core strength.

Foam Rolling & Stretch Therapy: Guided myofascial release and deep stretching to prevent injury and improve mobility.

HIIT (High Intensity Interval Training): Intense cardio and strength intervals for building strength and endurance.

Peak Performance: Athletic-style training using specialized equipment to build strength, endurance, and agility.

Sculpting & Definition (Body Sculpt + Body Tone): Targets all major muscle groups with dumbbells, medicine balls, and calisthenics.

Small Group Personal Training: Semi-private sessions (3–5 participants) with a certified instructor for personalized progress.

Step & Strength: Classic step cardio paired with strength intervals for a full-body burn.

Strength & Mobility Circuits: Functional training using kettlebells, bands, and stability balls to build strength and balance.

Barre: Ballet-inspired class combining small, controlled movements, light weights, and core work to tone and lengthen muscles.

TRX Suspension Training: Bodyweight-based resistance training focusing on strength, core stability, and balance.

Cardio & Dance

Cardio Kickboxing 2.0: Music-driven kickboxing sessions for cardio endurance and coordination.

Dance Fitness Fusion: A blend of Zumba, hip-hop, and world dance for a fun, sweat-inducing workout.

Group Cycling: High-intensity, no-impact indoor cycling set to motivating music, with speed and resistance changes.

Outdoor Fitness Series: Seasonal bootcamps and cardio sessions held in parks and plazas.

Zumba: Latin-inspired dance workout promoting cardio health and muscle tone.

Mind-Body & Recovery

Hatha Yoga: Combines Asana and Pranayama to improve strength, balance, flexibility, and mental clarity.

Outdoor Yoga (Yoga Flow): Energetic yoga practice focusing on breath-to-movement flow.

Pilates: Improves core strength, posture, coordination, and flexibility through controlled movement.

Restorative Yoga: Gentle, slow-paced yoga that emphasizes stillness and deep breathing.

Sound Bath & Meditation: Relaxation-focused class with sound therapy and guided meditation.

Stretching: 30-minute full-body stretch to increase flexibility, release tension, and improve muscular balance.

Tai Chi / Qigong: Gentle martial arts movements that promote balance, coordination, and mindfulness.

Vinyasa Yoga: Flow-style yoga connecting poses to breath for strength and flexibility.

Yoga Sculpt: Strength-based yoga using light weights for added toning and calorie burn.

Special Populations & Family

Adaptive Fitness / Chair-Based Classes: Seated exercises using bands and light weights for those with mobility challenges.

Family Fitness Classes: Parents and kids work out together through obstacle courses, circuits, and group challenges.

Pre/Post-Natal Fitness: Safe, supportive exercises for expecting and new moms.

Youth & Family Programs

JR Bootcamp: Kids ages 5–10 are introduced to basic fitness concepts through fun, skill-building activities.

Kids Ballet: Beginner-level ballet classes teaching basic positions, coordination, rhythm, and grace in a fun, encouraging environment.

Swim Classes for Kids: Learn-to-swim program for children of all levels, focusing on water safety, stroke development, and confidence building.

Teen Fitness: Fun introduction to fitness concepts for ages 12–15 focusing on balance, flexibility, and coordination.

Teen Strength & Conditioning: Teaches safe lifting techniques and develops athletic performance for teens ages 14–17.



Attachment A

CITY OF CORAL GABLES REFERENCE FORM RTQ 2025-049-1 Fitness Instructors

Complete the form as indicated below, to provide the required information as outlined in Section 3 of the solicitation. The City shall contact the companies listed below to verify the work performed on behalf of your company. All fields must be completed.

Reference # 1 must cover the minimum three (3) year period from the issuance date of this solicitation.

1. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

Additional References must cover similar engagements satisfactorily performed in the last three (3) years.

2. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____



3. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description _____

4. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description _____



5. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

BIDDER INFORMATION:

Company Name: _____

Representative: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Attachment B

PROPOSER'S AFFIDAVIT

SOLICITATION: RTQ 2025-049-1 Fitness Instructors

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by the Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response*). Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the response.

Authorized Name and Signature *Title* *Date*

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me the undersigned Notary Public of the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

NOTARY PUBLIC, STATE OF _____

(Name of notary Public; Print, Stamp or Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the firm, hereby represented has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)

of the Proposer that has submitted the attached response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

- 4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES – VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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 workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
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 under solicitation, 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 form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: _____

Address: _____
Street City State Zip Code

Telephone No: (____) _____ Fax No: (____) _____ Email: _____

How many years has your company been in business under its present name? _____ Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

Under what former names has your company operated? : _____

At what address was that company located? _____

Is your Company Certified? Yes _____ No ____ If Yes, **ATTACH COPY** of Certification.

Is your Company Licensed? Yes _____ No ____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain: _____

LEGAL INFORMATION:

Please identify each incident ***within the last five (5) years*** where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFQ (***A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified***):

Has your company ever been debarred or suspended from doing business with any government entity?

Yes ____ No ____ If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

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

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

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

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

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

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

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. 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.
2. 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.

3. 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.
4. 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.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Must indicate which statement below 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 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.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP, any associated addendum and Contract Documents within the contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

Attachment C

Agreement # RTQ 2025-049-1 Fitness Instructors

THIS AGREEMENT FOR THE SUPPLY OF SERVICES (the "Agreement"), is made as of this _____ day of _____, 20____, between the City of Coral Gables (hereinafter called the "CITY"), and _____ (hereinafter called the "Consultant").

In accordance with Section _____ of the City of Coral Gables' Procurement Code and in consideration of the promises and the mutual covenants contained herein, the CITY agrees to retain the Consultant for the term specified herein.

WHEREAS, Consultant is interested in supplying the following services; and

WHEREAS, the City is interested in engaging the Consultant to provide the following services; and

WHEREAS, the City solicited proposals from qualified Consultants pursuant to City RTQ No. 2025-049-1, which is incorporated into this Agreement by reference (the "RTQ"), and the Consultant submitted a response to the RTQ dated _____, which is incorporated into this Agreement as part of Exhibit "A" and made a part hereof; and

WHEREAS, the Consultant agrees to accept this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Consultant through to the expiration date of the first fully executed contract. However, this period may be extended at the sole discretion of the City for two (2) additional one (1) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687 entitled "Competitive sealed Proposals (formal bids); Award."

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The following documents shall comprise the Contract Documents ("Contract Documents"):

- 1.) This Agreement;
- 2.) The Request to Qualify ("RTQ"), the RTQ Specifications and Supplementary Conditions attached as RTQ No. 2025-049-1, dated _____, and the Consultant's Response to the RTQ, attached hereto as composite Exhibit "A";
- 3.) The Consultant's Certificates of Insurance and Additional Insured Endorsements, attached hereto as Exhibit "B"; and
- 4.) Any and all Work Orders issued by the City to Consultant as contemplated by the terms contained herein.

1.2 Any of the Contract Documents listed above but not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. This Agreement incorporates all prior negotiations, agreements, and understandings applicable to the matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between this Agreement and the other Contract Documents, this Agreement shall control. The Consultant must call any known conflict or discrepancy to the City's attention, in writing, prior to executing this Agreement. In the case of any conflict between the Contract Documents regarding the obligations or responsibilities of Consultant, whichever document imposes the greater obligation on the Consultant shall be controlling.

1.3 The Consultant shall have a continuing duty to read, carefully study and compare each of the

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Contract Documents and shall give written notice to the City of any inconsistency, ambiguity, error or omission, which the Consultant may discover with respect to these documents before proceeding with the production and/or delivery of the goods contemplated herein. The issuance or the express or implied approval by the City of the Contract Documents shall not relieve the Consultant of the continuing duties imposed hereby, nor shall any such approval be evidence of the Consultant's compliance with this Agreement.

1.4 By the execution of this Agreement, the Consultant acknowledges and represents that it has received, reviewed and carefully examined the Contract Documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient, and that the Consultant has not, does not, and will not rely upon any representations or warranties by the City concerning such Contract Documents as no such representations or warranties have been or are hereby made.

**ARTICLE 2
SCOPE OF WORK**

2.1 The City of Coral Gables is soliciting submittals to establish a qualified pool of individuals ("Professionals") interested in providing professional fitness instruction services across various City programs, including but not limited to aerobics, yoga, Zumba, personal training, and senior wellness for the Community Recreation Department.

**ARTICLE 3
PROFESSIONAL SERVICES**

3.1 Basic Services. The duties and responsibilities are outlined in Article 2.

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

3.3 Availability of Consultant. The Consultant 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.

**ARTICLE 4
COMPENSATION**

4.1 Basic Compensation. In full consideration of the services of the Consultant hereunder, the Consultant shall be paid an amount as described in the Scope of Work outlined in Article 2 above. The City reserves the right to contract with the Consultant for additional services. Any increase in the agreed upon amount shall be approved by City Manager or his designee, and shall be in accordance with applicable City and State regulations.

4.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Consultant 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 City Manager or his designee.

4.3 Confidential Information. The Consultant agrees that any information received by the Consultant 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.

4.4 Most Favored Public Entity. The Consultant 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 Consultant's prices decline, or

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should Consultant, 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.

**ARTICLE 5
TERMINATION**

5.1 Termination for Cause.

If the breaches the conditions and obligations imposed by the Contract Documents, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is granted, to supply properly skilled workmen, or proper materials in accordance with the Contract Documents, or if it fails to make prompt payment to sub-Consultants or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any provision of the Contract Documents, then the City may, without prejudice to any right or remedy and after giving the Consultant five calendar days' written notice, terminate this Agreement and secure the goods contemplated herein by whatever method the City deems expedient. In such case, if applicable, the Consultant shall not be entitled to receive any further payment until the City receives, through alternate means, the goods contemplated herein. If the unpaid balance of the Contract Sum exceeds the costs of securing the goods contemplated herein (which costs shall include expenses made necessary thereby and all other damages incurred by the City), such excess shall be paid to the Consultant. If such costs and damages exceed the unpaid balance, the Consultant shall promptly pay the difference to the City. This provision shall in no way limit the City's right to claims for any additional damages, including but not limited to, liquidated damages, damages for defective or nonconforming goods, and all damages and setoffs allowable to the City in accordance with this Agreement, for which the Consultant shall be liable. If, after notice of termination for cause, it is determined for any reason that the Consultant was not in default, the rights and obligations of the City and Consultant shall be the same as though the termination had been a Termination for Convenience, as set forth herein.

5.2 Termination for Convenience.

The City may terminate this Agreement for the City's convenience and without cause upon thirty (30) calendar days' written notice to the Consultant. The City may also immediately, without prior notice, terminate this Agreement for the City's convenience and without cause. If the Consultant is terminated for convenience, the Consultant shall be paid for actual and documented expenditures for labor, materials, sub-Consultants, and the goods received and accepted by the City to the date of termination less payments made and damages for any defective or non-conforming goods, and less any amounts that the City is entitled to withhold pursuant to the terms of this Agreement and by law. The City shall not be liable to the Consultant for lost profits on any goods not provided and accepted by the City or any other type of consequential, special or indirect damages and Consultant hereby waives same. All costs must be fully supported by the Consultant's invoices and other documentation acceptable to the City, and shall be subject to the City's audit.

5.3 Duty to Cure and/or Remedy Defective Goods.

The Consultant shall, within three (3) working days of written notice from City, proceed to commence and diligently proceed to provide the goods requested as specified in the City's purchase order and shall correct or remedy said goods as requested by the City including the correction of defects or damage from whatever cause. The Consultant shall bear all costs of correcting such defective goods. This obligation shall survive termination of this Agreement. If the Consultant fails to commence to correct defective or nonconforming goods within three (3) business days from written Notice to Consultant, the City may correct such defective or nonconforming goods and the City may deduct such costs from any monies due, or if the defective or nonconforming goods are discovered after final payment, then Consultant shall pay such cost and expense, including attorney's fees incurred, within fourteen (14) days of receipt of a written demand from the City for reimbursement.

5.4 Nothing contained in this Agreement shall be construed to establish a period of limitation

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with respect to any other obligation which the Consultant might have under the Contract Documents or law. The establishment of the time periods set forth above relates only to the specific obligation of the Consultant to correct defective goods, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Consultant's liability with respect to its obligations and any damages caused by the Consultant, including but not limited to any action commenced by the City for negligence, strict liability, breach of this Agreement or any warranties.

5.5 Termination by Consultant.

If the City fails to issue a Certificate of Payment for a period of thirty (30) days through no fault of the Consultant and there are no deficiencies with the Application for Payment as set forth in the Contract documents, the Consultant may, after fourteen (14) calendar days' written notice to the City, terminate this Agreement and recover from the City payment for actual and documented expenditures for labor, materials, and subcontractors to the date of termination, but which sum shall never exceed the Contract Sum, less payments made, less the cost to complete any remaining Work, less the cost to correct any damaged, defective, or non-conforming goods, and any setoffs to which the City is entitled to under this Agreement. This sum shall be Consultant's sole remedy under this Agreement.

**ARTICLE 6
INDEPENDENT CONTRACTOR,
DEFENSE, INDEMNIFICATION, & HOLD HARMLESS,**

6.1 Independent Contractor and Consultant. The Consultant acknowledges entering into this Agreement as an independent Contractor and Consultant, and that the Consultant 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 Consultant's services, or those of employees of the Consultant. The City shall not withhold from sums payable to the Consultant, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Consultant, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

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

6.3 Consultant warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Consultant 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 Consultant 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.

6.4 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.

6.5 Defense, Indemnification, & Hold Harmless. To the fullest extent permitted by laws and regulations, the Consultant shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other Consultants and court and arbitration costs) arising out of or resulting from the performance of the this Contract and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Consultant, any subconsultant or any person or organization directly or indirectly employed by any of them to perform any of the work contemplated herein or anyone for whose

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acts any of them may be liable.

6.5.1 In any and all claims against the City or any of its consultants, agents, or employees by any employee of Consultant, any subconsultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly agree that this provision shall be construed broadly, and Consultant's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Consultant (or any subconsultant or any person or organization directly or indirectly employed by Consultant) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Consultant to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Consultant to debarment from consideration for future award of city contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances. Nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

6.6 For any and all claims against the CITY or any of its consultants, agents, or employees by any employee of Consultant, 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 Consultant or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

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

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Consultant 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, Consultant 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 Consultant or any other party, Consultant 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, Consultant will reimburse CITY on a per hour basis as follows:

- Mayor or City Commissioner: \$300.00 per hour
- City Manager or Deputy City Manager: \$250.00 per hour
- Assistant City Manager or Department Director: \$250.00 per hour
- Assistant Department Director: \$100.00 per hour

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- City Attorney, Deputy City Attorney or Asst. City Attorney : Prevailing market rates
 - Other City 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.

This Indemnification and Hold Harmless provision shall survive termination of the Agreement.

**ARTICLE 7
INSURANCE REQUIREMENTS**

7.1 Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public. Consequently, prior to 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 the Office of Labor Relations and Risk Management for review and approval.

INSURER REQUIREMENTS

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

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

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 City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

Sexual Abuse and Molestation Insurance Liability contractor agrees to maintain Sexual Abuse and Molestation Insurance Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.

Professional Liability or Professional Errors & Omissions Liability: with a limit of liability not less than One Million (\$1,000,000) Dollars per claim and Two Million (\$2,000,000) Dollars per policy aggregate, with a deductible per claim not to exceed 5% of the limit of liability providing for all sums which the Contractor shall become legally obligated to pay as damages for claims arising out of the services performed by the Contractor or any person employed in connection with this agreement.

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Contractor shall maintain Professional Liability coverage for at least five (5) years after completion of the work.

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).

All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

The City shall be named as an additional for the General Liability. 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.

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

The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Office of Labor Relations and Risk Management prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as an additional insured and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

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

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

**CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096**

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

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.

REQUIRED ENDORSEMENTS

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

Additional insured status provided on a primary & non-contributory basis for general and sexual abuse & molestation. (except for Workers Compensation Insurance)

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Waiver of Subrogation on all required insurance coverages.

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

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

**CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096**

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

HOW TO EVIDENCE COVERAGE TO THE CITY

The following documents must be provided to the City:

A Certificate of Insurance containing the following information:

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

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

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

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

WAIVER OF INSURANCE REQUIREMENTS

Should a bidder not be able to comply with any insurance requirement, for any reason, the bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the

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Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

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

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

Call Service Lines - Insurance Compliance

Phone: (951) 652-2883.

Fax: (770) 325-0417

Email: cityofcoralgables@ebix.com

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

**CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096**

**ARTICLE 8
SOVEREIGN IMMUNITY**

8.1 Sovereign Immunity.

The Consultant acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Consultant against the City other than claims arising out of this Agreement. Specifically, the Consultant acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Consultant acknowledges that it has no right and will not make claim based upon any of the following:

- (a) Claims based upon any alleged breach by the City of Implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- (b) Claims based upon negligence or any tort arising out of this Agreement;
- (c) Claims upon alleged acts or inaction by the Engineer, the Project Manager, any City Employee or Agent of the City; and
- (d) Claims based upon an alleged waiver of any of the terms of this Agreement. The Consultant affirms that the provisions regarding notice to claims, and the requirement for a written change order cannot be waived and further, without timely notice of a claim or a written change

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order as required in this Agreement, the Consultant shall not be entitled to additional compensation or an extension of the Contract Time. Such claims for additional compensation or extensions of the Contract Time are waived if the Consultant has not given all required notices and obtained a written a change order when required.

ARTICLE 9
FLORIDA PUBLIC RECORDS LAW
FLORIDA STATUTES CHAPTER 119, *et seq.*

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

ARTICLE 10
WAIVER OF CONSEQUENTIAL DAMAGES

10.1 The Consultant waives claims against the City for consequential damages arising out of or related to this Agreement or its performance, including but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any Work not performed by Consultant.

ARTICLE 11
RESOLUTION OF DISPUTES; GOVERNING LAW AND VENUE

11.1 Consultant understands and agrees that all claims by Consultant against the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner. Any claims by Consultant arising under this Agreement shall be submitted in writing, with all supporting documentation, to the City Manager as identified in the Notice provisions herein with a copy to the City's Procurement Director. Upon receipt of said notification City Manager or his designee shall review the issues relative to the dispute or Claim, and issue a written finding within ninety (90) calendar days from the date of submission of the dispute or Claim consistent with Section 2-953 of the City of Coral Gables Code of Ordinances, unless the City Manager or his designee requires additional time to gather information or allow the parties to provide additional information. During the pendency of any dispute and after a determination thereof, the Consultant, City Manager, and City shall act in good faith to mitigate any potential damages. The decision of the City Manager shall be final and conclusive unless determined by a

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court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence. A party may seek judicial relief pursuant to the Florida Rules of Appellate Procedure, provided that the claimant shall not be entitled to such judicial relief if they have not followed the procedure outlined herein. Indeed, the Parties hereto agree that a failure to comply with the dispute resolution procedures outlined in this Article shall constitute a failure to exhaust administrative remedies and, therefore, bar any potential judicial action related thereto.

11.2 The Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

11.3 **Attorneys' Fees.**

In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**ARTICLE 12
SUCCESSORS AND ASSIGNS**

12.1 The City and the Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Consultant assign any monies due or to become due to it hereunder, without the prior written consent of the City.

**ARTICLE 13
MODIFICATION**

13.1 No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

**ARTICLE 14
RIGHTS AND REMEDIES**

14.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**ARTICLE 15
SEVERABILITY AND WAIVER**

15.1 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

**ARTICLE 16
UNCONTROLLABLE FORCES**

16.1 Neither the City nor Consultant 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

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not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

16.2 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.

**ARTICLE 17
WRITTEN NOTICE**

17.1 Written notice shall be deemed to have been duly served if delivered in person to the Consultant or the City, with a written receipt of acknowledgement of delivery, or shall be deemed to have been duly given on the date said notice was mailed by United States Certified or Registered Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

For the City:
City of Coral Gables
City Manager
405 Biltmore Way
Coral Gables, FL 33134

For Consultant:
Company
Contact Person
Position/Title
Address
City, State, Zip
Phone
Email

**ARTICLE 18
AUDITS**

18.1 The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Consultant 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. Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's place of business.

In the event that an audit is conducted by Consultant specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Consultant, then Consultant shall file a copy of the audit report with the City's Auditor within thirty (30) days of Consultant'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).

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

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

**ARTICLE 19
AVAILABILITY OF FUNDS**

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

**ARTICLE 20
COMPLIANCE WITH LAWS**

20.1 In performance of the services, the Consultant 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 Consultant 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.

**ARTICLE 21
CONFLICT OF INTEREST**

21.1 Consultant covenants that no person employed by the Consultant which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Consultant 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 Consultant or its employees must be disclosed in writing to City.

21.2 Consultant 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.

**ARTICLE 22
FEDERAL AND STATE TAXES**

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

**ARTICLE 23
CONTINGENT FEES**

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

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**ARTICLE 24
COUNTERPARTS**

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

**ARTICLE 25
CONFIDENTIALITY**

25.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Consultant under this Agreement shall be made available to any individual or organization by the Consultant without prior written approval of the City.

**ARTICLE 26
OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 27
TRUTH-IN-NEGOTIATION CERTIFICATE**

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

27.2 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.

**ARTICLE 28
STANDARD OF CARE**

28.1 The Consultant 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 Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

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

**ARTICLE 29
NON-DISCRIMINATION**

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

29.2 It is understood that the Consultant shall not discriminate against any individual in the performance of the contract with respect to hire, tenure, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, marital status or any other legally protected class. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for immediate termination of the contract without liability to the City or its

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employees.

29.3 City Policy Regarding Conduct. All contractors, their employees, agents and subcontractors must abide by the City's policies regarding conduct.

**ARTICLE 30
WAIVER OF TRIAL BY JURY**

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

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This Agreement is executed the day and year first above written:

Approved as to Insurance:

Risk Manager
Risk Management Division

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

Fred Couceyro
Community Recreation Director

Approved as to compliance with applicable
Procurement Requirements:

Celeste S. Walker-Harmon
Chief Procurement Officer

Approved as to Funds Appropriation:

Diana M. Gomez
Finance Director

AS TO CITY:

Peter J. Iglesias, P.E.
City Manager

Carolina Vester.
Assistant City Manager

ATTEST:

Billy Y. Urquia
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Cristina M. Suárez
City Attorney

AS TO CONSULTANT:

Title: _____

ATTEST:

Name

Corporate Secretary

(SEAL)
(OR) WITNESSES (2):

Print Name: _____

Print Name: _____

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EXHIBIT "A"

**RTQ No. 2025-049-1,
RTQ SPECIFICATIONS, RTQ SUPPLEMENTARY
CONDITIONS, & CONSULTANT'S RESPONSE TO RTQ**

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EXHIBIT "B"

**CONSULTANT'S CERTIFICATES OF
INSURANCE & ADDITIONAL INSURED ENDORSEMENTS**