



## REQUEST FOR PROPOSALS

### MANAGEMENT OF MIAMI SHORES COUNTRY CLUB RFP #2025-11-02

Miami Shores Village is seeking proposals from a well-qualified individual, or firm(s) to enter into a management agreement for the exclusive right to operate, manage, maintain, and promote the Miami Shores Country Club and related facilities including, without limitation, the golf course, pro shop, clubhouse, and food and beverage operations and facilities in accordance with the specifications and conditions in this Request for Proposal

Interested firms may secure the solicitation package and all other pertinent information by visiting the Village Procurement website: [RFP 2025-11-02 Management of Miami Shores Country Club](#)

The Miami Shores Village website is the preferred sourcing of notices, addenda, proposals and other communications. The Village is not under any obligation and does not guarantee that prospective proposers will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective respondents are responsible for checking the Village website for information, addendum and updates concerning the solicitation. Unless otherwise noted, RFP documents are available at no charge.

A non-mandatory pre-bid conference will be held at **11:00 a.m. on Thursday, December 18, 2025** at Miami Shores Country Club 10000 Biscayne Boulevard, Miami Shores, Florida. The purpose of this meeting is to allow proposers to familiarize themselves with the project site, and ask any questions related to the scope of work, specifications, or proposal requirements.

Questions regarding this solicitation shall be submitted in writing to [bids@msvfl.gov](mailto:bids@msvfl.gov) no later than **5:00 p.m. December 22, 2025**. Responses to those questions considered material to the solicitation will be made available as formal addenda located on the Village's website. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit one (1) original and five (5) copies of duplicate copies of the submission in a sealed package. All copies should be on 8½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the consultant. In addition to the hard copies, an electronic version of the proposal is to be submitted on a USB storage device (flash or thumb drive).

All proposals must be signed, sealed and delivered in person or by mail to the Office of the Village Clerk, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, **no later 2:30 P.M. Tuesday, December 30, 2025**, at which time they will be publicly opened. All

packages shall be in a sealed envelope and clearly marked *RFP #2025-11-02 "Management of Miami Shores Country Club"*. The Village will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Any submission may be withdrawn until the date and time set above for the submissions. Facsimile or e-mailed proposals shall be rejected and will not be accepted. Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for statements of qualifications and to make awards in the best interest of the Village.

**AMERICANS WITH DISABILITIES ACT:** Persons with disabilities needing a special accommodation to participate in this Request for Qualifications should contact the Village Clerk, Ysabely Rodriquez , at (305)762-4870 or email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov), at least seven (7) days before the date that the accommodation is necessary.

Pursuant to County Code, public notice is hereby given that a “Cone of Silence” is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the notice until such time as the Village Manager makes a written recommendation to the Village Council. For more information on the “Cone of Silence,” please contact the Village Clerk's Office at 305-762- 4870 or via email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov).

#### **TENTATIVE SCHEDULE OF EVENTS**

| <b>EVENT</b>                            | <b>TIME &amp;/OR DATE</b>               |
|-----------------------------------------|-----------------------------------------|
| Issuance of Solicitation (Posting Date) | November 25, 2025                       |
| Non-mandatory pre-proposal conference   | 11:00 a.m., Thursday, December 18, 2025 |
| Question Final Due Date                 | 5:00 p.m., Monday, December 22, 2025    |
| Proposals will be accepted until        | 2:30 p.m., Tuesday, December 30, 2025   |
| Anticipated Award recommendation        | January 2026                            |

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

## 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

**Advertisement for Proposals:** The public notice inviting the submission of bids for the work.

**Bid/Proposal Bond:** A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Village, the Contractor and the Consultant's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Council.

**Contract:** The written agreement between the Village and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Contract Manager:** Miami Shores Village Manager or designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Miami Shores Village and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Village's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with Miami Shores Village.

**Owner:** The term Owner as used in this Contract shall mean the Miami Shores Village.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Consultant's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by Contractor, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The Village's authorized representative designated to manage the Project.

**Proposal Form:** The form on which proposals are submitted

**Scope of Service:** Document which details the work to be performed by the Proposer.

**Subcontractor or Sub-Contractor:** Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in private of Contract with the Contractor.

**Village:** A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Council consisting of a Mayor, a Vice Mayor and three (3) Village Council members.

**Village Manager:** The Manager of Miami Shores Village, Miami Shores, Florida.

The words **“Work”**, **“Services”**, **“Program”**, or **“Project”**: All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words **“Directed”**, **“Required”**, **“Permitted”**, **“Ordered”**, **“Designated”**, **“Selected”**, **“Prescribed”**, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Contract Manager; and similarly the words **“approved”**, **“acceptable”**, **“satisfactory”**, **“equal”**, **“necessary”**, or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

## 1.2 VENDOR NOTIFICATION

It is the policy of the Village to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: <https://www.msvfl.gov>

## 1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

“Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”).

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, all solicitations, once advertised and until an award recommendation has been forwarded

to the appropriate authority are under the “Cone of Silence”. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the project contact herein. Such inquiries or request for information shall be submitted and shall contain the requester's name, address, and telephone number.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or Contractor and the Village's professional staff including, but not limited to Village Council, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Administrator at [bids@msvfl.gov](mailto:bids@msvfl.gov), Miami Shores Village Purchasing Division, 10050 NE 2<sup>nd</sup> Ave., Miami Shores, FL 33138.

## 1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Proposer.
- C. Proposers are advised that all Village contracts are subject to all legal requirements provided for in Resolution # 1124-07 and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

## 1.5 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be hand-delivered or mailed by the due/time specified. Late bids will not be accepted.

## **1.6 ADDENDA**

The Village may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

## **1.7 REJECTION OF PROPOSAL**

The Village reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

## **1.8 WITHDRAWAL OF PROPOSAL**

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the Proposal opening.

## **1.9 LATE PROPOSALS OR MODIFICATIONS**

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

## **1.10 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Proposal Submittal Section.

## **1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract.

## **1.12 INVOICING/PAYMENT**

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

## **1.13 NOTICE REQUIREMENTS UNDER THE AGREEMENT**

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**To the Village Manager:**

Miami Shores Village  
Office of the Village Manager  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
Phone: (305) 762-4851

and,

**To the Village Attorney:**

Miami Shores Village  
Office of the Village Attorney  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
email: VillageAttorney@msvfl.gov

**To the Contractor**

\_\_\_\_\_  
\_\_\_\_\_

Notices will be sent to the Proposer at the e-mail address and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**1.14 EMPLOYEES**

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of Miami Shores Village. The Proposer shall supply competent and capable employees and the Village is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

**1.15 AWARD OF PROPOSAL**

The Village also reserves the right to award the contract on a lump sum basis, individual item basis, or such combination as shall best serve the interest of the Village.

The Village also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

B. Responsiveness: In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**1.16 PROTESTS**

A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFP.

1. Any protest concerning the RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

B. The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

C. Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.

D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective

designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the Village Attorney with regard to the issue of responsiveness.

- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Village Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Village.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Village Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Village

Council, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Council of any legal issues relative to any protest filed in connection with the RFP in question.

- K. The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

#### **1.17 AGREEMENT**

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded Proposer.

#### **1.18 DISQUALIFICATION OF PROPOSERS**

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the Village's opinion, on previous contracts with the Village. Poor performance or default, in the Village's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

#### **1.19 SUBCONTRACTING**

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Village. The Proposer shall furnish in writing to the Village the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the Village has made reasonable and timely objection. The final Subcontractors list shall be presented to the Village.

#### **1.20 ASSIGNMENT**

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village and Village's approval.

#### **1.21 DEBARRED OR SUSPENDED PROPOSERS OR PROPOSERS**

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

## **1.22 FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## **1.23 COLLUSION**

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

## **1.24 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

A. The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.

B. The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Consultant's own risk. The Village may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.

## **1.25 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305)762-4870, EMAIL: [RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORES, FLORIDA 33138**

#### **1.26 EXCEPTIONS TO PROPOSAL**

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

#### **1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Proposer shall indemnify and hold harmless the Village and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement.

Nothing herein shall be construed to extend the Village's liability beyond that provided in Section 768.28, Florida Statutes.

#### **1.28 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### **1.29 CHOICE OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

#### **1.30 QUANTITIES**

The Village specifically reserves the right to accept all or any part of the Proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract price set forth in the Proposal form by the Proposer.

#### **1.31 CLAIMS**

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### **1.32 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

#### **1.33 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 bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.34 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or Contractor under contract with any public entity, and may not transact business with any public entity.

### **1.35 DRUG-FREE WORKPLACE PROGRAM**

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

### **1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Village within five (5) calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

### **1.37 ACCESS TO RECORDS**

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the Village Auditor or the Village Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of

the Florida Department of State, whichever is later.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE: NUMBER): (305) 762-4870, EMAIL [RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORES, FLORIDA 33138**

### **1.37 BEST INTEREST OF MIAMI SHORES VILLAGE**

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Village.

### **1.38 INSURANCE REQUIREMENTS**

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect

to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Village thirty (30) days in advance of any material change in coverage or cancellation.

#### **A. WORKER'S COMPENSATION INSURANCE**

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Miami Shores Village and its agents, employees and officials. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

#### **B. LIABILITY INSURANCE**

- a. Naming Miami Shores Village as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

#### **C. COMPREHENSIVE GENERAL LIABILITY**

Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

#### **D. COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY**

covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

#### **E. WAIVER OF SUBROGATION**

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

#### **F. DEDUCTIBLE**

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

#### **G. FAILURE TO MAINTAIN COVERAGE**

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

#### **NOTE: VILLAGE OF MIAMI SHORES VILLAGE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

### **1.39 PERFORMANCE AND PAYMENT BOND:**

If a performance bond is required in Special Conditions, the Contractor shall within ten (10) working days after notification of award.

### **1.40 VILLAGE WEBSITE**

The Village utilizes the following procedures for notification of proposal opportunities: <https://www.msvfl.gov>

Miami Shores Village website is the preferred sourcing of notices, addenda, Proposals and other communications. The Village is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the Village website for information and updates concerning solicitations. Unless otherwise noted, Proposal documents are available at no charge. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

### **1.41 DISCLAIMER**

Miami Shores Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to Miami Shores Village's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of Miami Shores Village, to be the most qualified, shall be submitted to Miami Shores Village Council, and the final selection will be made thereafter with a timetable set solely by Miami Shores Village. The selection by Miami Shores Village shall be based on the RFP, which is, in the sole opinion of the Village Council, in the best interest of Miami Shores Village. In all cases Miami Shores Village shall have no liability to any Proposal for any costs or expense incurred in connection with this RFP.

### **1.42 CONFIDENTIALITY**

As a political subdivision, Miami Shores Village is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of Miami Shores Village's evaluation are open to public

inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

### **1.43 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Contract Manager.

The Proposer acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **1.44 PAYMENT FOR SERVICES / AMOUNT OBLIGATED**

The Proposer warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Village shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before Village's approval of this Contract shall be at the Proposer's risk and expense.

#### **1.45 PROPOSALS FIRM FOR ACCEPTANCE:**

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Village for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFP.

#### **1.46 MANNER OF PERFORMANCE**

A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the Village, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

B. The Proposer agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services

hereunder at the behest of the Village. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.

C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Proposer shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

**The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.**

#### **1.47 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent Contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Village shall be that of an independent Contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

#### **1.48 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER**

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- a. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- b. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
- c. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.
- d. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Village reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **1.49 MUTUAL OBLIGATIONS**

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any



such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### **1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractor and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

#### **1.51 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### **1.53 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

#### **1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation, or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.
- D. The Village, through its Village Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to Contractor of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
  - 1. Stop work on the date specified in the notice ("the Effective Termination Date").
  - 2. Take such action as may be necessary for the

protection and preservation of the Village's materials and property.

3. Cancel orders.

4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.

5. Take no action which will increase the amounts payable by the Village under the Agreement.

G. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

#### **1.55 EVENT OF DEFAULT**

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered deliverables on a timely basis.

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver.

5. The Contractor has failed to obtain the approval of the Village where required by the Agreement.

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Consultant's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:

1. Treat such failure as a repudiation of the Agreement.

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.56 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues.



- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Consultant's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.57 PROPRIETARY RIGHTS**

- A. The Proposer hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Proposer hereunder or furnished by the Proposer to the Village and/or created by the Proposer for delivery to the Village, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the Village, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.
- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest

in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Village, except as required for the Proposer's performance hereunder.

#### **1.58 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Dept. of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All Consultants and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the Miami-Dade County Code,
- G. Florida Building Code (FBC).
- H. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant

to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **1.59 FORCE MAJEURE**

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Village or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

#### **1.60 NONDISCRIMINATION**

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the Village, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

#### **1.61 CONFLICT OF INTEREST**

The Proposer represents that:

- A. No officer, director, employee, agent, or other Contractor of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other Contractor of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or Contractor to the Contractor or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.
- C. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the Village Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above,

Proposer shall promptly bring such information to the attention of the Village's Attorney. Proposer shall thereafter cooperate with the Village Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

#### **1.62 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Proposer, its employees, agents, subcontractors, and suppliers, without the express written consent of the Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Contractor, department, board, agency, Council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Village, except as may be required by law.

#### **1.63 BANKRUPTCY**

The Village reserves the right to terminate this contract if, during the term of any contract the Proposer has with the Village, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

#### **1.64 GOVERNING LAW/VENUE**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-

Dade County.

#### **1.65 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the Village under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

#### **1.66 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the Village as duly authorized expressions on behalf of Proposer.

#### **1.67 PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Village's Proposer lists, and prohibition from engaging in any business with the Village.

#### **1.68 NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the 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 Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### **1.69 E-VERIFY**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is

required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

(a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and

(b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

#### **1.70 BUDGETARY CONSTRAINTS**

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

#### **1.71 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

#### **1.72 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be

amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

#### **1.73 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT**

CONTRACTING - F.S. 287.05701:

Contractors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Village will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

Bidders are further notified that the Village's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

#### **END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 COMPETENCY OF PROPOSERS**

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

### **2.2 PERFORMANCE OF SERVICES**

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

### **2.3 CONTRACT TERM**

The contract term shall commence upon final execution of the contract by the Village for the negotiated term, with options to renew.

### **2.4 UNAUTHORIZED WORK**

The Successful Contractor(s) shall not begin work until a Contract has been awarded by the Village Council and a notice to proceed has been issued. Contractor(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Contractor(s) following Council award; however, receipt of a purchase order and/or task order shall not prevent the Contractor(s) from commencing the work once the Village Council has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the Village and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and

authorization of the Village.

### **2.5 REQUESTS FOR INFORMATION**

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact [bids@msvfl.gov](mailto:bids@msvfl.gov). Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

### **2.5 PROPOSER AS AN INDEPENDENT CONTRACTOR**

It is expressly agreed that the Proposer is an independent Contractor and not an agent of Village. The Proposer shall not pledge or attempt to pledge the credit of Village or in any other way attempt to bind the Village.

### **2.6 PROPOSER'S REPRESENTATIONS**

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

### **2.7 PERSONNEL**

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

### **2.8 REQUIRED LICENSES AND CERTIFICATIONS**

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

**END OF SECTION**

## **SECTION 3.0 SCOPE OF SERVICES**

### **3.1 PURPOSE AND INTENT**

Miami Shores Village (hereafter "the Village") is seeking proposals from a well-qualified individual, or firm(s) (hereafter, Proposer), to enter into a management agreement for the exclusive right to operate, manage, maintain, and promote the Miami Shores Country Club ("MSCC") and related facilities including, without limitation, the golf course, pro shop, clubhouse, and food and beverage operations and facilities in accordance with the specifications and conditions in this Request for Proposal (hereafter, "RFP").

It is the Village's objective to obtain the best financial arrangement for the Miami Shores Country Club, while still providing a high standard of service to members and residents.

As consideration for providing the services specified herein, the Village shall pay the successful Proposer an annual Management Fee for the performance of services at the Miami Shores Country Club. The Management Fee shall be paid in equal monthly installments.

In addition to the Management Fee, the successful Proposer may be entitled to, and may receive from the Village, an annual Incentive Fee. The Incentive Fee will be negotiated with the successful Proposer.

The successful Proposer shall pay the Village the monthly gross revenues for golf, food and beverage sales and merchandise.

The successful Proposer shall perform its work pursuant to a management agreement for a negotiated term, tentatively commencing on or around March 17, 2026, with a Go-Live date of May 1, 2026. A 45-day contingency period shall be incorporated to accommodate potential delays, subject to mutual adjustment by the successful proposer and the Village.

### **3.2 BACKGROUND:**

Miami Shores Village is a vibrant community situated in Miami-Dade County and is located in close proximity to I-95 and just north of downtown Miami. The Village has a resident population of approximately 11,570 and was incorporated in 1932.

The Miami Shores Golf and Country Club is located at 10000 Biscayne Boulevard, Miami Shores, Florida 33138. It is owned by Miami Shores Village and has been operated via a long-term lease agreement by Professional Course Management.

The Miami Shores Country Club has a 4COP license. The Village is the owner of all equipment and furnishings at the Club and is available for use by the Successful Proposer.

### **3.3 GOLF COURSE AND CLUB HOUSE IMPROVEMENTS**

The clubhouse facility is a 37,000 square foot building and has not undergone any major renovations in over 60 years. Some of the 37,000 square foot MSCC clubhouse building dates to the 1939 construction. In 1985, the building several additions and alterations were made to the existing structure, such as multiple ballroom/ banquet spaces and a mid-century inspired bar area with adjacent outdoor dining capacity.

The Country Club includes an 18-hole golf course that opened in the Fall of 1939. In 2011, the golf course underwent a major renovation.

In March 2024, Miami Shores Village engaged the National Golf Foundation (NGF) to assess the Miami Shores Country Club golf course and clubhouse and provide recommendations for potential renovations. Subsequently, the Village issued RFQs 2025-01-01 and 2025-03-01 for architectural design services for both the golf course and clubhouse. The Village is in the process of reviewing submittals received. Selection of the most qualified firm(s) are currently under evaluation.

With a renovated 18-hole regulation golf course featuring completely new infrastructure and design enhancements - complemented by a significantly improved or even new clubhouse it is expected that Miami Shores Country Club will significantly increase already-high revenues and perhaps reduce operating expenses due to the golf course being more efficient to maintain.

The Village desires that the successful Proposer develop a new branding package that reflects the character, history, and future vision of the Club, while enhancing its market presence and community appeal.

The Successful Proposer for management is expected to collaborate closely with the golf course designer and clubhouse architect, leveraging their experience in operating golf courses and clubhouses to ensure seamless coordination, efficient operations, and effective implementation of all improvements.

### **3.4 PRE-PROPOSAL SITE VISIT:**

A non-mandatory pre-proposal conference will be held on Thursday, December 18, 2025, at 11:00 a.m., at Miami Shores Country Club, 10000 Biscayne Boulevard, Miami Shores, Florida 33138. Interested Proposers are encouraged to attend the pre-proposal conference.

### **3.5 MINIMUM MANDATORY QUALIFICATIONS**

3.5.1 To be eligible to respond to this Request for Proposals and be considered for award, the Proposer must demonstrate to the satisfaction of the Village that the Proposer has sufficient financial resources, documented experience managing similar work, preferably government-owned golf courses, and a minimum of five years (within the last ten) of full-service management experience at a comparable golf facility.



Required experience includes golf revenue management, facility and course maintenance, pro-shop and guest services, practice facility oversight, food and beverage operations, capital improvement planning, tournament management, and marketing and sales functions.

### **3.6 MANAGEMENT AGREEMENT TERM**

A formal management agreement with specifications will be entered into between the Village and the Successful Proposer. The proposal, submitted along with the requirements included within this RFP, shall constitute the preliminary substance of the agreement between the Village and the Proposer. A formal written agreement will be drawn and will not be binding on or in any force until approved by both parties.

All agreement provisions not stated herein, will be drafted and included as necessary.

The contract period, terms and conditions of any option period shall be subject to the mutual agreement of the parties including Village Council approval of the specific additional term prior to its commencement.

### **3.7 SCOPE OF SERVICES**

The following description is provided as a minimum guideline only. The operator shall be expected to work with the Village to clarify and finalize a detailed scope of services, described within each of the following business units within the general budget approved by the Village.

The successful Proposer will collaborate with Miami Shores Village (“the Village”) to finalize and carry out a comprehensive scope of services for operating the Miami Shores Country Club (“MSCC”). Services include, but are not limited to:

#### **3.7.1 Overall Management & Operations**

- Operate, manage, maintain, and promote all MSCC facilities, including the golf course, pro shop, clubhouse, and food and beverage operations.
- Develop and implement operating programs, business plans, and annual budgets within the Village-approved financial framework.

#### **3.7.2 Financial Management**

- Ensure timely payment and accounting of all expenses.
- Prepare and submit monthly and annual financial statements.

- Maintain accurate records and support Village oversight as required.

#### 3.7.3 Personnel Management

- Hire, train, supervise, and, when necessary, terminate all golf course and facility personnel.

#### 3.7.4 Maintenance & Asset Management

- Maintain the golf course, buildings, equipment, and utilities in accordance with Village standards and manufacturer specifications.
- Keep an annual inventory of all Village-owned or Village-provided equipment, property, and merchandise, and provide it to the Village upon request.

#### 3.7.5 Marketing, Promotion & Community Engagement

- Develop and oversee advertising and marketing programs that promote MSCC.
- Address community engagement matters and maintain positive public relations.

#### 3.7.6 Operational Responsibilities

- Oversee all day-to-day operational matters to ensure high-quality service delivery across all facilities and business units.

### 3.7 **REQUIREMENTS OF STAFFING:**

- 3.7.1 The selected Proposer must have staff with a demonstrated ability to work in harmony with each other, the golfing community, banquet and food service customers, Village staff and administration and the general public to meet MSCC goals and customer expectations.
- 3.7.2 The Proposer must also have a qualified golf staff that stays current with golf industry practices and trends, implement current standards of turf maintenance, and are knowledgeable of environmental issues and mitigations specific to South Florida.
- 3.7.3 The selected Proposer must also provide qualified food and beverage staff who stay current on industry food preparation standards and trends.
- 3.7.4 Representatives of the selected Proposer shall meet at such times as may be required to meet with representatives of the Village to review performance under the agreement, review monthly financial reports, and discuss overall management and operation, as well as marketing strategies of the Miami

Shores Country Club.

### **3.8 GOLF COURSE OPERATIONS AND MAINTENANCE REQUIREMENTS**

- 3.8.1 The selected Proposer will be responsible for providing all materials, staffing, equipment, and services required to operate and maintain the Miami Shores Country Club, including the golf course, driving range, practice areas, pro shop, clubhouse, and cart storage areas.
- 3.8.2 The Proposer must ensure adequate trained staff are present every day the facility is open.
- 3.8.3 A full-time, qualified manager must oversee all operations. The staffing plan must include the management of pro shop and clubhouse operations, along with seasonal staffing details and an organizational chart showing all required positions and qualifications.
- 3.8.4 A full-time Golf Course Superintendent must supervise all maintenance work. A PGA certified golf professional is preferred. All operations must comply with environmental, clean water, hazardous materials, and safety regulations. The Proposer must implement an Integrated Golf Course Management Plan.
- 3.8.5 Operational responsibilities include: managing tee times and the tee sheet, merchandising, on-course assistance, providing and maintaining the golf cart fleet, enforcing course rules, facilitating daily play, supporting tournaments and leagues, delivering instructional programs, coordinating with food and beverage operations, implementing marketing strategies, and performing all fee collection, cash handling, and reporting.
- 3.8.6 The successful Proposer is also responsible for all golf course and facility maintenance, ensuring daily care of tees, greens, fairways, roughs, bunkers, water features, practice areas, signage, buildings, restrooms, parking lots, landscaping, irrigation systems, equipment, and storm cleanup. All standard golf course maintenance tasks, including mowing, aeration, topdressing, fertilization, weed and pest control, irrigation repair, and tree maintenance are required.
- 3.8.7 The successful Proposer will assume full financial responsibility for all leases, including turf maintenance equipment and the golf cart fleet, and take full liability for their maintenance.

### **3.9 CLUBHOUSE AND FOOD & BEVERAGE SERVICES REQUIREMENTS**

- 3.9.1 The successful Proposer will be responsible for operating the clubhouse, banquet center, restaurant, bar, and related food and beverage facilities with a sufficient number of trained personnel whenever the golf course or dining operations are open.
- 3.9.2 The Proposer must develop and manage a full food and beverage program and

provide all labor, supplies, furnishings, equipment, and inventory necessary to deliver a high-quality dining experience and maximize business revenue.

3.9.3 Key responsibilities include managing all food preparation and service areas; creating and updating menus; providing high-quality food and beverage offerings; operating the restaurant, bar, and banquet facilities; coordinating and hosting special events; delivering on-site banquet catering; providing food and beverage services for golf tournaments; and running on-course snack cart services.

3.9.4 The Proposer must also implement marketing strategies, work cooperatively with golf operations staff, and ensure proper collection, accounting, cash handling, and reporting for all revenues. Maintenance of the clubhouse interior, including restrooms, lobby areas, and all guest-facing spaces is required.

### **3.10 PRO-SHOP OPERATIONS**

3.10.1 The Successful Proposer must operate, stock, and maintain the Pro Shop with quality merchandise, offering fair and reasonable prices in line with similar South Florida operations and manufacturer-suggested retail prices. Inventory must meet the needs of golfers, outings, and tournaments, including apparel, golf shoes, clubs, bags, and accessories. Staffing must reflect a first-class operation, with all related costs borne by the Successful Proposer.

3.10.2 The Village reserves the right to require price adjustments if deemed excessive.

### **3.11 GOLF COURSE AND CLUBHOUSE OPERATING AND MAINTENANCE EQUIPMENT**

3.11.1 All existing on-site operating equipment, including restaurant equipment, software, pro shop inventory, and maintenance equipment shall be provided by the Village in “as-is” condition. This includes all existing furniture, fixtures, and equipment used for clubhouse and office operations.

3.11.2 If any additional equipment is deemed necessary, the Proposer shall identify and recommend such items.

3.11.3 All maintenance, repairs, upgrades/updates to existing equipment, as well as future equipment replacement or other equipment needs, shall be incorporated into the adopted Annual Operating Budget.

3.11.4 Upon execution of an agreement with the Proposer, the Village and the Proposer will jointly complete a full inventory of all equipment and assets.

### **3.12 PAYMENT TO THE VILLAGE**

The Successful Proposer shall remit to the Village throughout the term of the agreement, on the fifteenth day of each month, the monthly gross revenues from all sales for the preceding month.

### **3.13 TAXES, UTILITIES, AND ADMINISTRATIVE REQUIREMENTS**

The Proposer is responsible for all applicable taxes, including sales tax, clubhouse property taxes, and tangible personal property taxes, as well as the payment of all utilities for clubhouse operations.

### **3.14 TECHNOLOGY & DATA**

3.14.1 The successful Proposer shall implement and maintain a Village-approved Point-of-Sale (POS) and tee sheet management system that complies with Village IT standards and integrates seamlessly with Village enterprise platforms. The current POS System utilized for the pro-shop and tee times is Lightspeed.

3.14.2 The Village retains full and permanent ownership of all customers, membership, transaction, and historical data.

3.14.3 The successful Proposer shall ensure full integration with Village accounting systems and provide API access to support real-time reporting.

3.14.4 Upon contract termination or upon 30 days' notice, the successful Proposer shall provide complete data exports in a Village-approved format and ensure uninterrupted data migration.

### **3.15 RECORDKEEPING AND REPORTING REQUIREMENTS**

3.15.1 The Proposer must maintain full and accurate books, records, and accounts for all gross receipts generated from all activities at the facility. All such records constitute public records under Florida law and must comply with the requirements of Florida Statutes §119.0701.

3.15.2 Recordkeeping and operational reporting shall be maintained separately for Golf Operations and Restaurant Operations.

3.15.3 The successful Proposer shall deliver audit-ready quarterly and annual financial statements to the Village Finance Department.

3.15.4 Cash Control: All gross revenues shall be deposited daily into the Village's master bank account. The Operator shall submit pre-approved purchase orders (POs) and invoices for all expenses; the Village will authorize and disburse payments directly.

3.15.5 The Proposer shall develop annual and quarterly operating budgets and capital requests, subject to approval by the Village Council.

3.15.6 The Proposer shall also prepare and maintain GAAP/GASB 34-compliant records for the Golf Enterprise Fund (GEF), documenting all gross revenues. The Village

reserves the right to require reasonable adjustments to the Proposer's accounting methods to ensure compliance with Village standards.

### **3.16 PROPRIETARY INFORMATION**

Responses to this RFP, upon receipt by the Village, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential until the proposal evaluation is complete, and a contract is awarded.

If you believe that any portion of your response is exempt from Florida Public Records Law, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119, F.S. be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the Village determines that any materials claimed to be exempt as trade secrets do not qualify as such, the proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality.

Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the Village, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the Village for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the Village by reason of any legal action challenging your claim, and the Village's refusal to disclose.

Please be aware that public meetings will be required through the evaluation and approval process for the chosen project, and that the designation of financial or other information as a trade secret does not preclude this subject matter from discussion during a public meeting.

**END OF SECTION**

## SECTION 4.0 PROPOSAL FORMAT REQUIREMENTS

### RFP 2025-11-02

Respondents shall submit one (1) original complete proposal package and five (5) duplicate copies. In addition to the hard copies, an electronic version of proposal is to be submitted on a USB storage device (flash or thumb drive) **no later 2:30 PM EDT on Tuesday, December 30, 2025. All packages shall be in a sealed envelope and clearly marked "RFP 2025-11-02 Management of the Miami Shores Country Club".**

By submitting a response, the respondent is accepting the instructions and conditions of this RFP and the respondent is acknowledging that their team is capable of performing all tasks contained in their proposal.

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below. The Respondent should submit in accordance with the content and format requirements set forth in this RFP. The Proposal should be written in sufficient detail to permit Miami Shores Village to conduct a meaningful evaluation. The proposal must include the following information:

#### **4.1 TITLE PAGE, TABLE OF CONTENTS AND EXECUTIVE SUMMARY (NOT SCORED)**

1. The title page shall list the subject: "RFP NO. 2025-11-02 Management of the Miami Shores Country Club". It shall also contain the proposing respondent's full legal name, physical address, mailing address (if different than physical address), telephone number, and e-mail address, as well as the name, address, telephone and/or cell phone number, and e-mail address of a contact person.
2. The table of contents shall list all major topics with their corresponding section title or heading and beginning page number.
3. The cover letter / executive summary shall be addressed to Esmond K. Scott, Village Manager and should be signed by the Proposer's representative who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources. Summarize the Proposer's understanding of the work to be done. This section should summarize the key points of your submittal.
4. The name of the person(s) who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers shall be provided as well.
5. A detailed description of the ownership structure of that entity and resumes for all principals with 5% or greater ownership.
6. The proposal should include a concise synopsis of the proposal and its benefits to

the Village in general. Specific points the Proposer may want to highlight include the Proposer's understanding of the work, qualifications and vision for the Clubhouse and Golf Course as well as a description of the Proposer's capabilities that pertain to this RFP and that distinguish the Proposer from other potential respondents.

7. Section dividers for each of the sections listed below should be included.

#### **4.2 PROPOSER'S QUALIFICATIONS AND EXPERIENCE (30 POINTS)**

The Proposer's experience should be evidenced by demonstrating exceptional performance within contracts of similar size and scope. The proposal shall include a description of the proposer's specific experience as follows:

1. A listing of all golf course and/or food and beverage operations managed by the respondent within the last five (5) years (with the name, address, phone number, website and primary responsible contact at each course), an overview of the management responsibilities, and specifically whether the work involved golf operations, maintenance, food and beverage, or a combination of the three.
2. Describe specific experience in marketing and promoting golf course and banquet centers and a description of demonstrated effectiveness in identifying targeted market segments and capturing a percentage of such segments in existing golf and banquet center markets.
3. Describe past experiences (including the specific roles played by the Proposer) regarding golf course upgrades, construction, and clubhouse capital improvements.
4. List of all contracts lost or not renewed in the past five (5) years. Include explanation as to why the contract was terminated if desired. Proposer must disclose any litigation that occurred as a direct result of service agreements for similar services for which Proposer is submitting a proposal.

#### **4.3 STAFFING AND OPERATIONAL SUPPORT (20 POINTS)**

1. Provide an overview and organizational structure of the on-site management team, resumes of individuals who will work at the MSCC (if known at this time) and how the project team will report to the Village. Include information about each individual's relevant background, qualifications and experience conducting similar golf course management. If staff are not known at this time, the proposal shall provide a job description and statement of skills that will be applied to the recruitment of these positions, and a recruitment plan that also describes the involvement (if any) of the Village in the process.
2. Provide a staffing plan for the specific areas of responsibility at the MSCC, including golf course maintenance, golf course and driving range operations, clubhouse and banquet services, and facility management. Separate staffing plans for Golf and Food & Beverage would be ideal. Dual purpose employees should be identified with percentage allocations.



The staffing plan shall include specific proposed staffing levels in different seasons of the year, and different days of the week. The staffing plan shall also include a summary overview of the number of full-time and part-time designations, qualifications, and anticipated salary ranges for the individuals responsible for delivery of services at the MSCC.

3. Provide a staffing plan for golf operations preferably to include at least one PGA Golf Professional. A full-time Golf Course Superintendent must supervise all maintenance work. All operations must comply with environmental, clean water, hazardous materials, and safety regulations.
4. Include a description of the types and level of support to be provided by off-site administrative resources, if applicable. Proposer shall provide the Village an Organizational Chart indicating support services provided by the Proposer for services other than those on-site. Such support may include accounting and finance, personnel/labor relations, purchasing, safety, and overall management and operations support.

#### **4.4 OPERATIONAL MODEL/ APPROACH TO THE SCOPE OF WORK (20 POINTS)**

1. Golf Operations - The proposal shall include a detailed service plan that describes the nature of all services to be provided within the golf operations (including the pro shop, practice area/learning center, lessons, golf car rental and other aspects of the golf business unit). In addition, the proposal shall include a general description of pro shop inventory, such as brand name and the MSCC logo merchandise and hard goods, as well as any proprietary teaching and lesson technical equipment.
2. Golf and Facility Maintenance - Specific areas of this section of the proposal shall describe preventative maintenance practices, how utility obligations will be met, and the anticipated timeline for making all necessary repairs, and the planned coordination with Village staff on facility upkeep issues.
  - A. The proposal shall include a detailed description of full range of maintenance services and programs that will specifically include a description of any seasonal activities that will be completed.
  - B. The proposal shall describe how turf and planted areas including golf course and practice areas will receive the routine maintenance necessary to maintain the areas in a healthy and safe manner.
  - C. The proposal shall also explain the frequency that the maintenance activities will be completed.
3. Clubhouse and Banquet Service - include a description of the full range of services to be provided at the restaurant facility, the on-course snack cart, banquets, and all other aspects of the food, beverage and banquet operations.

The proposal shall describe the organizational structure for clubhouse and on-course services, staffing levels for the restaurant, on-course service, and banquets, sample menus, and sales and marketing plans.

4. Describe proposed community outreach efforts that involve customers, user groups, the neighbors and various other stakeholders. Include past successful outreach efforts, particularly those efforts that took place following a transition from another operator.
5. Provide a comprehensive Transition Plan detailing the approach to assuming operations in coordination with the Village. At a minimum, the Transition Plan should include:
  - A. Project Mobilization Schedule
  - B. A detailed timeline outlining key activities from notice of award through Go-Live.
  - C. Staffing and Recruitment Plan
  - D. Proposed staffing levels, onboarding schedule, and any training required prior to Go-Live.
  - E. Identification of key personnel responsible for transition oversight.
  - F. Operational Continuity and Risk Mitigation
  - G. Procedures to ensure uninterrupted service during transition.
  - H. Identification of potential risks, anticipated challenges, and mitigation strategies.

#### **4.5 PRO FORMA (30 POINTS)**

The proposal shall include three (3) year pro forma based on philosophy that identifies:

1. Projected annual cash flow, gross revenues, from all sources within each business unit (green fees, golf cars, driving range, lessons, merchandise and all food and beverage and banquet business); and
2. Anticipated operating, general and administrative expenses;
3. Cost per hole for operation and maintenance of the golf course
4. The pro forma shall include a projected golf course and clubhouse facility maintenance schedule and an estimated annual maintenance budget, as well as an estimated annual budget associated with operating the golf course and banquet services.

#### **4.6 FINANCIAL STATEMENTS (NOT SCORED)**

The proposal shall include a full and detailed presentation of the true condition, as of December 31, 2024, or the most recent fiscal year-end, of the Proposer's assets, liabilities and net worth. The report must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture partner/s thereof. A financial statement for the Proposer's parent corporation shall also be provided, if the Proposer is owned by a parent corporation. The proposal shall include financial statements for 2022 and 2023, as prepared by a certified public accountant.

**4.7 INSURANCE REQUIREMENTS (NOT SCORED)**

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the Village's requirements shall be submitted before final execution or issuance of the contract.

**4.8 PROFESSIONAL LICENSURE (NOT SCORED)**

Indicate if the business is licensed, permitted and/or certificated to do business in the State of Florida.

Attach copies of all such licenses issued to the business entity.

**4.9 REQUIRED FORMS**

All required forms, attachments, licenses and certificates of insurance should be included in a labeled section 4.9, including those forms in Section 6.0 Required Forms.

**Please ensure to include all applicable forms with your proposal documents signed and notarized as required.**

**END OF SECTION**

## **SECTION 5.0 THE EVALUATION PROCESS**

### **5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

### **5.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY**

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Village affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

### **5.3 EVALUATION CRITERIA**

Proposals will be evaluated by a Committee who will score and rank Proposals on the criteria listed below. The Evaluation Committee will be comprised of appropriate Village personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge.

Award will be made to responsible firm possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as consultant integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

### **5.4 EVALUATION CRITERIA MAX POINTS**

|                                                                 | Possible Points |
|-----------------------------------------------------------------|-----------------|
| Proposer's Qualifications and Experience (Section 4.2)          | 30              |
| Staffing and Operational Support (Section 4.3)                  | 20              |
| Operational Model / Approach to the Scope of Work (Section 4.4) | 20              |
| Pro Forma (Section 4.5)                                         | 30              |

**100**

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final ranking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, Village reserves the right, where it may serve the Miami Shores Village best interest, to request additional information or clarification from Proposers.

## **5.5 ORAL PRESENTATIONS**

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the Village require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The Village also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

## **5.6 NEGOTIATIONS**

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Section 287.055(9)(c)2 Florida Statutes, the Village may select no fewer than three firms with which to commence negotiations. The Village may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the Village.

## **5.7 CONTRACT AWARD**

The Miami Shores Village reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the Village. The Village further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves Miami Shores Village.

Any contract, as a result of this RFP, will be submitted to Village Manager for consideration and may be submitted to the Village Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Village to be in the best interest of the Village. The Village's decision to make the award and which proposal is in the best interest of the Village shall be final.

***END OF SECTION***

## SECTION 6.0 REQUIRED FORMS

**Business Name:** \_\_\_\_\_  
**D.B.A.:** \_\_\_\_\_ **Federal I.D. No.:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
**City :** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

### 1. Acknowledgement of Addendum

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

☐ No Addendum Issued

### 2. Conflicts of Interest\*

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent 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 Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

☐ Yes

☐ No

*\*Response required*

When equals "Yes" Please upload a document listing all your Conflict of Interest

### 3. No Contingency Affidavit\*

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the Town of Hillsboro Beach awarding a contract.
- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the Town of Hillsboro Beach in violation of any of the provisions of the Broward County conflict of interest and code of ethics ordinances.

- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

☐ Please Confirm

*\*Response required*

**4. Copeland Anti-Kickback Affidavit\***

Affiant certifies that no portion of any sums will be paid to any employees of the Town of Hillsboro Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Proposer or any member of Proposer's firm or by any officer of the corporation in exchange for business with the Town of Hillsboro Beach.

☐ Please Confirm

*\*Response required*

**5. Certifications\***

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

☐ Please Confirm

*\*Response required*

**6. Compliance with Laws\***

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

☐ Please Confirm

*\*Response required*

**7. Convictions\***

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

☐ Please Confirm

*\*Response required*

## 8. Debarment\*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise Village immediately if their status changes and will provide an explanation for the change in status.

☐ Please Confirm

*\*Response required*

## 9. Drug-Free Workplace Certification\*

In accordance with Florida Statute 287.087 (current version), Respondent hereby certifies the following:

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee **will** abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

By clicking confirm below, Respondent certifies that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

☐ Please Confirm

*\*Response required*

## 13. Discriminatory Vendor\*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to



a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

☐ Please Confirm

*\*Response required*

#### **14. Equal Employment Opportunity\***

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or Village may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

☐ Please Confirm

*\*Response required*

#### **15. E-Verification System\***

Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Contractor to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors shall provide Village with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Village is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

☐ Please Confirm

*\*Response required*

#### **16. E-Verification Identification Number\***

Provide your E-Verification Identification Number \_\_\_\_\_

*\*Response required*

#### **17. Immigration and Nationality Act\***

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a- Unlawful employment of aliens. Village will not intentionally award Village contracts to any Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with Village may result in immediate termination of the Agreement. Village will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral

cancellation of the Agreement, by Village, if Consultant knowingly employs unauthorized aliens.

☐ Please Confirm

*\*Response required*

**18. Lobbying\***

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

- A. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Village officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
- B. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Village officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

☐ Please Confirm

*\*Response required*

**19. Non-Collusion\***

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Contractor/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

☐ Please Confirm

*\*Response required*

**20. Prohibited Interests\***

Respondent, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

☐ Please Confirm

*\*Response required*

**21. Public Entity Crime\***

Pursuant to 287.133, Florida Statute, 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, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☐ Please Confirm

*\*Response required*

**22. Scrutinized Companies\***

Respondent certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by Village in the event there is any misrepresentation or false certification on the part of Respondent.

☐ Please Confirm

*\*Response required*

**BIDDER AFFIRMATION**

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for the Town of Hillsboro Beach that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these Town of Hillsboro Beach's Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the Town of Hillsboro Beach immediately if any of the statements attested hereto are no longer valid.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant Name & Title (Printed)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was affirmed, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_ who is personally known to me or who produced the following identification: \_\_\_\_\_.

\_\_\_\_\_  
(Notary Seal)

Notary Public for the State of \_\_\_\_\_

My commission expires: \_ \_\_\_\_\_