REQUEST FOR PROPOSALS
POST-TRANSITION CONSULTANT
MIAMI SHORES COUNTRY CLUB AND GOLF COURSE
RFP NO. 2026-10-01

Miami Shores Village ("Village") invites proposals from qualified and experienced consultants to provide post-transition advisory services for the Miami Shores Country Club and Golf Course. Services include management agreement implementation review, operational performance review, issue resolution, strategic advice, capital project operational coordination, reporting, and knowledge transfer, as directed by the Village Manager or designee as described in Section 3.0.

Interested firms may secure the solicitation package and all other pertinent information by visiting the Village website: https://www.msvfl.gov/departments/procurement/CurrentSolicitations

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.

Questions regarding this solicitation shall be submitted in writing to bids@msvfl.gov **no later than Friday, December 4, 2026.** Responses to questions considered material to the solicitation will be issued as formal addenda on the Village website. Respondents are responsible for reviewing all addenda.

Respondents shall submit one (1) original and one (1) duplicate copy of the proposal in a sealed package, together with an electronic copy on a USB storage device. Proposals shall be on 8½ x 11 inch paper and signed by an authorized representative able to bind the proposer. The signed Price Proposal Form shall be enclosed in a separate sealed envelope within the proposal package.

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 than Wednesday, December 16, 2026, at which time they will be publicly opened. Packages shall be clearly marked "RFP NO.2026-10-01 Post-Transition Consultant Miami Shores Country Club and Golf Course." The Village is not responsible for late delivery by the U.S. Postal Service or any courier. Proposals may be withdrawn before the submission deadline. **Facsimile or emailed proposals will not be accepted**. The Village reserves the right to reject any and all proposals, waive irregularities, re-advertise, and make an award in the best interest of the Village.

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Request for Proposals should contact the Village Clerk, Ysabely Rodriquez , at (305)762-4870 or email at 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.

TENTATIVE SCHEDULE OF EVENTS

EVENT	TIME &/OR DATE
Issuance of Solicitation (Posting Date)	Monday, November 16, 2026
Question Final Due Date	5:00 p.m., Friday, December 4, 2026
Anticipated Date of Issuance for the Addenda Questions and Answers	Tuesday, December 8, 2026
Proposals will be accepted until	2:30 p.m. Wednesday, December 16, 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 Consultant 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.

Consultant: 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 Consultant 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 Consultant and his Surety, assuring that the Consultant 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 Consultant with labor, materials, or supplies, used directly or indirectly by the Consultant 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 Consultant 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 Consultant, 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-Consultant: Any person, entity, firm, or corporation, other than the employees of the Consultant, 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 Consultant and whether or not in private of Contract with the Consultant.

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 Consultant 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, Miami Shores Village Purchasing Division, 10050 NE 2nd 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 2nd Ave.
Miami Shores, FL 33138
Phone: (305) 762-4851

and,

To the Village Attorney:

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

To the Consultant

_____
_____

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 physically 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 Consultant is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

A. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2ND 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 Consultant and other persons employed or utilized by the Consultant 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"

Consultant 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 Consultant, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida 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 Consultant, supplier, subcontractor, or Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 RECORDSAT (TELE: NUMBER): (305) 762-4870, EMAIL RODRIGUEZY@MSVFL.ORG AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2ND 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 Consultant 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, Consultant, 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 Consultant 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 Consultant 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 Consultant RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under the Agreement, an independent Consultant, 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 Consultant 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 Consultant and not as employees and agents of the Village.

The Consultant 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 Consultant 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 Consultant 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 Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant 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 Consultant 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 Consultant. 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 Consultant, 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 Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Consultant.

1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Consultant 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 Consultant 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 Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant 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 Consultant understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Village were provided to the Consultant 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 Consultant. The Consultant 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. Consultant 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 Consultant is given specific consideration to Consultant 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 Consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Consultant of such notice. If the Contract is terminated for convenience by the Village, the Consultant 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 Consultant 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 Consultant and in such event:

F. The Consultant 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 Consultant 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 Consultant. 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 Consultant has not delivered deliverables on a timely basis.

2. The Consultant 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 Consultant has failed to make prompt payment to subcontractors or suppliers for any Services.

4. The Consultant 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 Consultant 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 Consultant has failed to obtain the approval of the Village where required by the Agreement.

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

7. The Consultant 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 Consultant, 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 Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant 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 Consultant 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 Consultant 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 Consultant 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, Consultant 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 Consultant, constitute a violation of any law or regulation to which Consultant is subject, including, but not limited to, laws and regulations requiring that Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to the Consultant 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 Consultant, 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 Consultant/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 Consultant to perform employment duties within Florida; and

(b) all persons (including subcontractors) assigned by the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Proposer is a responsible Proposer.

Bidders are further notified that the Village's governing body may not give preference to a Proposer 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.

2.4 UNAUTHORIZED WORK

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

It is expressly agreed that the Proposer is an independent Consultant 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

Post-Transition Consultant
Miami Shores Country Club and Golf Course
RFP 2026-10-01

3.1 PURPOSE AND INTENT

Miami Shores Village (the "Village") is requesting proposals from qualified individuals or firms (hereinafter referred to as "CONSULTANT") capable of providing seeks professional advisory support for the Miami Shores Country Club and Golf Course operations and management agreement oversight.

All services shall be performed only as requested or authorized by the Village Manager or designee and are subject to the resulting agreement. The Consultant acts in an advisory capacity and may not enter into contracts, expend Village funds, make commitments, or otherwise bind the Village. Any material expansion of the scope requires prior written authorization.

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 is operated via a management agreement that began on May 1, 2026 with Kemper Sports Management (hereinafter referred to as Kemper")

The clubhouse facility is a 37,000-square-foot building and has not undergone any major renovations in over 60 years. Portions of the building date to its original construction in 1939. In 1985, several additions and alterations were made to the existing structure, including multiple ballroom and 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. The Village previously issued RFQs for golf course architectural services and Country Club clubhouse renovations; however, no awards were made. A new solicitation is underway.

The Miami Shores Country Club has a 4COP license. The Village is the owner of all equipment and furnishings at the Club.

3.3 MINIMUM MANDATORY QUALIFICATIONS

The proposer shall demonstrate sufficient capacity, resources, and relevant experience to perform the scope. The proposed lead consultant shall have at least five (5) years of relevant experience in golf or country club operations, management, or advisory services, preferably two years (2) with a government entity or private golf community in Florida. The proposer shall be authorized to do business in Florida and maintain all licenses and registrations applicable to its services.

3.4 SCOPE OF SERVICES

3.4.1 Direct Advisory Services to the Village Manager

The Consultant shall report directly to the Village Manager or the Village Manager's designated representative.

The Consultant shall:

- Obtain direction and priorities from the Village Manager.
- Seek guidance from the Village Manager before undertaking material assignments outside routine advisory activities.
- Keep the Village Manager informed of significant operational, contractual, financial, customer-service, facility, or management concerns.
- Provide recommendations to the Village Manager concerning matters requiring Village action or direction.
- Coordinate with Kemper, Village personnel, contractors, and vendors only as directed by the Village Manager, subject to the limitations on authority stated in this scope and the resulting agreement.

3.4.2 Management Agreement Implementation and Contract Advisory Services

Provide ongoing professional advice concerning Kemper's performance under the Country Club Management Agreement.

Services to include:

- Reviewing operational matters against Kemper's contractual responsibilities.
- Advising the Village Manager regarding questions concerning the implementation of the Management Agreement.
- Identifying apparent performance deficiencies, ambiguities, or matters requiring corrective action.

- Reviewing significant requests, proposals, or recommendations submitted by Kemper Management when requested by the Village Manager.

- Advising the Village regarding whether proposed operational actions are consistent with the Management Agreement.

- Assisting the Village in resolving disagreements or operational issues involving Kemper.

3.4.3 Country Club Operational Performance Review

Regularly observe and evaluate the overall operation of the Miami Shores Country Club and golf facilities, including, as applicable:

- Golf operations.

- Golf course maintenance and course conditions.

- Clubhouse operations.

- Food and beverage.

- Events and banquet operations.

- Membership services.

- Tee-time and reservation operations.

- Customer and resident service.

- Facility maintenance.

- Golf cart and equipment operations.

- Marketing and programming.

- General appearance and operating standards.

The Consultant will advise the Village Manager of material operational deficiencies and recommend appropriate corrective actions.

3.4.4 Management Performance and Issue Resolution

Assist the Village Manager with the identification and resolution of issues involving the management company.

The Consultant shall:

- Evaluate significant operational complaints or concerns referred by the Village Manager.
- Identify the underlying issue and responsible party.
- Recommend corrective action.
- Follow up on unresolved matters when directed.
- Advise whether corrective measures taken by Kemper adequately address the concern.
- Maintain a concise record of significant unresolved operational matters and include it in its monthly report to the Village Manager as outlined below in 3.4.9.

3.4.5 Strategic Operational Advisory Services

Provide the Village Manager with professional advice based upon the Consultant's experience in golf and country club management.

This may include recommendations concerning:

- Operating efficiencies.
- Service levels.
- Membership experience.
- Resident access and benefits.
- Golf programming.
- Food and beverage operations.
- Events.
- Industry practices.
- Revenue opportunities.
- Cost containment.
- Customer service.
- Facility utilization.
- Operational policies.

- Long-term Country Club positioning.

3.4.6 Capital Improvements, Renovations and Facility Coordination

Provide professional operational advice to the Village Manager concerning proposed or ongoing Country Club and golf-course capital improvements.

Services may include:

- Reviewing operational impacts of planned projects.
- Identifying potential disruption to members, residents, golfers and events.
- Reviewing Kemper's proposed operational accommodations.
- Advising regarding sequencing and continuity of operations.
- Participating in project coordination meetings when requested by the Village Manager.
- Advising whether proposed improvements appropriately address operational needs.

The Consultant shall advise on operations and management implications; architects, engineers and construction managers shall remain responsible for design and construction.

3.4.7 Strategic Goals and Continuing Improvement

Periodically assess Country Club operations and recommend goals and priorities for improvement.

At the direction of the Village Manager, the Consultant shall:

- Recommend short- and long-term operational goals.
- Identify opportunities for improved service, efficiency or customer experience.
- Evaluate progress toward previously established goals.
- Recommend adjustments when operational conditions change.
- Assist the Village Manager in establishing subsequent assignments and priorities.

3.4.8 Meetings, Site Visits and Availability

The Consultant shall participate in meetings remotely or in person, as directed by the Village Manager or designee, and shall:

- Meet with the Village Manager, or designee weekly or at such other intervals as directed by the Village Manager.

- Participate in meetings with Kemper or other parties when requested by the Village Manager.

- Remain reasonably available for consultation concerning significant Country Club matters.

- Provide timely advice regarding matters referred by the Village Manager.

3.4.9 Monthly Professional Services Activity Report

- The Consultant shall prepare a Monthly Professional Services Activity Report documenting the services performed and the status of assigned matters during each reporting period.

- Submit the Monthly Professional Services Activity Report with the invoice for each monthly billing period.

- The report shall identify, at a minimum, dates of services; matters addressed; meetings and site visits; material coordination; analyses and reviews; recommendations; outstanding matters; and anticipated activities for the following reporting period.

- Each Monthly Professional Services Activity Report shall identify progress toward completion of the engagement, including matters resolved during the month, matters transferred to Village Staff or the management company, remaining matters requiring Consultant involvement, and the anticipated timeframe for resolving those matters.

- Submit the report to the Village Manager or designee for review in accordance with the Agreement

- Identify services performed within the authorized scope and any matters requiring further direction from the Village Manager.

3.4.10 Completion and Closeout of Consultant Services

The need for continued consulting services shall be periodically evaluated by the Village Manager. The Village Manager may determine that the engagement has achieved its intended purpose when, in the Village Manager's judgment:

- The management company has demonstrated stable and satisfactory ongoing operations.

- Material post-transition operational issues have been resolved or assigned to the appropriate responsible party;

- The Village has adequate information and internal capability to administer and oversee the management agreement without continued routine assistance from the Consultant;

- Significant outstanding recommendations have been completed, rejected, or transferred to the appropriate party for implementation; and

- Continued consultant involvement would substantially duplicate responsibilities of the Village, the management company, or other professional service providers.

- Upon direction of the Village Manager, complete the final closeout process and transition deliverables described below, subject to the Agreement.

3.4.11 Required Final Closeout Report

Prior to conclusion of the engagement, the Consultant shall submit a Final Consulting Closeout Report to the Village Manager. The report shall summarize:

- major services performed;

- significant issues identified during the engagement;

- recommendations made and their disposition;

- unresolved matters and the party responsible for each;

- matters requiring future monitoring by the Village;

- documents, records, or institutional information transferred to the Village; and

- the Consultant's assessment of whether any limited specialized advisory services remain necessary.

- Identify in the final report any remaining responsibilities that can reasonably be assumed by the management company or Village personnel.

3.4.12 Consultant Transition-Out, Knowledge Transfer and Completion of Engagement

The Consultant shall perform transition-out and knowledge-transfer services as directed by the Village Manager, consistent with the temporary advisory engagement described in the Agreement.

The Consultant shall actively work toward the orderly completion of the engagement by transferring institutional knowledge, operational information, recommendations, open matters, and relevant documentation to the Village Manager, designated Village Staff, and/or the management company, as directed by the Village Manager.

As part of this responsibility, the Consultant shall:

- Identify functions, issues, or responsibilities currently requiring the Consultant's involvement;
- Recommend how such matters should ultimately be handled by the Village, the management company, or other appropriate parties;
- Provide the Village Manager with sufficient background, records, recommendations, and status information to allow those matters to continue without reliance upon the Consultant;
- Assist in resolving or appropriately transferring outstanding matters;
- Provide guidance and knowledge transfer to designated Village personnel when requested;
- Progressively reduce involvement in routine matters as the Village Manager determines that such involvement is no longer necessary; and
- Identify in each monthly report any remaining matters that, in the Consultant's professional opinion, continue to require specialized consultant involvement and the anticipated timeframe for completion.

3.5 COMPENSATION AND PAYMENT

3.5.1 Hourly rates shall apply to authorized advisory work, meetings, site visits, reviews, monthly reporting, knowledge transfer, and closeout activities.

3.5.1.1 Services shall be subject to a Village-approved not-to-exceed amount. Additional work or work exceeding that amount requires prior written authorization from the Village.

3.5.1.2 The Village guarantees no minimum hours, assignments, or compensation. No retainer, minimum monthly commitment, or additional charge shall apply unless expressly accepted in the resulting agreement.

3.5.2 Payment shall be based on actual hours worked and authorized by the Village Manager or designee, billed in 15-minute increments at the hourly rates established in the resulting agreement.

3.5.3 Travel and Reimbursable Expenses. The proposal shall clearly state whether travel time and travel expenses are included in the proposed hourly rates. Any proposed separate charges for travel time and any reimbursable expenses shall be separately identified, including their basis of calculation, applicable limits, and any markup. Expenses not expressly authorized in writing by the Village shall not be payable.

3.5.4 Invoices and Monthly Reporting. The Consultant shall submit monthly invoices identifying the individual performing the work, date of service, task performed, hours worked, and applicable hourly rate. Each invoice shall include the required monthly activity report and supporting documentation for any authorized reimbursable expenses.

3.6 INSURANCE

Before commencing services, CONSULTANT shall provide evidence of insurance acceptable to the VILLAGE and maintain the applicable coverages below during the Agreement. The VILLAGE may approve modifications to these requirements in writing before work begins. CONSULTANT shall name the VILLAGE as an additional insured where applicable and provide certificates upon request.

A. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage; $2,000,000 general aggregate and products/completed operations aggregate.

B. Workers' Compensation: statutory limits where required by applicable law, with Employer's Liability of not less than $1,000,000 each accident where applicable.

C. Business Automobile Liability: $1,000,000 per occurrence combined single limit if vehicles are used in performing services, including owned, hired, and non-owned vehicles as applicable.

D. Professional Liability: not less than $1,000,000 per occurrence.

SECTION 4.0 PRICE PROPOSAL

POST-TRANSITION CONSULTANT
MIAMI SHORES COUNTRY CLUB AND GOLF COURSE
(SCORED 20 POINTS)

PROPOSER SHALL SUBMIT THIS FORM TO THE VILLAGE IN A SEPARATE SEALED ENVELOPE.

Proposer shall enter one all-inclusive hourly rate applicable to all personnel and all services in Section 3.0. The hourly rate will be used for price evaluation under Section 5.5.

Description	All-Inclusive Hourly Rate
All services in Section 3.0, including meetings, site visits, operational reviews, coordination, reports, knowledge transfer, and final closeout.	$_____ per hour

AUTHORIZED SIGNATURE IS REQUIRED

_____	_____
Authorized Signature	**Address**
_____	_____
Printed Name & Title	City, State, Zip Code
_____	_____
Company	Telephone No.

SECTION 5.0 PROPOSAL FORMAT REQUIREMENTS
RFP 2026-10-01
Post-Transition Consultant for Miami Shores Country Club and Golf Course

Respondents shall submit one (1) original complete proposal package and one (1) duplicate copy, together with an electronic version on a USB storage device (flash or thumb drive), no later than **2:30 p.m. on Wednesday, December 16, 2026. All packages shall be sealed and clearly marked "RFP 2026-10-01 Post-Transition Consultant for Miami Shores Country Club and Golf Course."**

By submitting a response, the Respondent accepts the instructions and conditions of this RFP and acknowledges its ability to perform the services described in its proposal and the Scope of Services in Section 3.0.

Proposers must carefully review all RFP materials and provide the information requested below. Failure to provide information required for a specific requirement may render a proposal non-responsive and 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:

5.1 TITLE PAGE TABLE OF CONTENTS AND EXECUTIVE SUMMARY (NOT SCORED)

1. The title page shall identify *"RFP 2026-10-01 Post-Transition Consultant for Miami Shores Country Club and Golf Course"* and provide the Proposer's full legal name, physical address, mailing address if different, telephone number, and email address. Identify the primary contact person and provide that person's title, telephone or cell phone number, and email address.

2. The table of contents shall list each major section and its beginning page number.

3. The cover letter/executive summary shall be addressed to Esmond K. Scott, Village Manager, and signed by a representative authorized to negotiate terms, render binding decisions, and commit the Proposer's resources. Identify any other persons authorized to represent the Proposer, with their titles and contact information.

4. Provide a concise summary of the Proposer's understanding of the temporary post-transition advisory engagement, qualifications, proposed approach, and benefits to the Village. Explain how the Consultant will support the Village Manager in overseeing the Country Club management agreement and addressing operational concerns while working toward orderly completion of the engagement.

5.2 PROPOSER 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 performance on engagements comparable to the Scope of Services in Section 3.0. Address the following:

1. Minimum qualifications: Document that the proposed lead consultant has at least five (5) years of relevant experience in golf or country club operations, management, or advisory services. Identify any experience with a government entity or private golf community in Florida; at least two (2) years of such experience is preferred, as stated in Section 3.0.

2. Relevant assignments: Describe experience advising owners or public agencies on golf and country club operations, management agreement implementation, management company performance, and resolution of operational issues. Identify the client, engagement dates, scope, assigned personnel, and results.

3. Operational knowledge: Describe relevant experience reviewing golf operations and course conditions, clubhouse operations, food and beverage, events and banquets, membership services, customer service, facility maintenance, equipment, marketing, and programming.

4. Strategic and capital advisory experience: Describe work involving operating efficiencies, service levels, revenue opportunities, cost containment, operational goals, and the operational impacts of golf course or clubhouse improvements. Include experience maintaining continuity of operations during renovations.

5. References: Provide at least three (3) client references for comparable services performed by the Proposer or proposed lead consultant. Include the client and facility name, contact person, title, telephone number, email address, dates of service, scope, and the proposed lead consultant's role. Identify municipal or other public-sector references when available. Letters of commendation or recommendation may be included.

6. List all contracts lost or not renewed during the past five (5) years and explain the circumstances. Disclose litigation arising directly from agreements for services similar to those requested in this RFP.

5.3 STAFFING AND AVAILABILITY (25 POINTS)

Demonstrate the capacity, resources, and availability to perform the requested advisory services in a timely and cost-effective manner. Individuals proposing to perform all services personally shall identify themselves as the lead consultant and explain how they will meet the requirements. Provide the following:

1. Lead consultant and team: Identify the person responsible for the engagement, each proposed team member or subconsultant, their roles, relevant qualifications, and anticipated responsibilities. Include resumes, applicable licenses or certifications, and the division of work among personnel.

2. Availability: Describe availability for weekly meetings or other intervals directed by the Village Manager, remote consultations, in-person meetings, and site visits. State the anticipated response time for significant operational matters and the ability to attend requested meetings.

3. Current workload: Identify comparable current assignments, including engagements under contract and those selected but pending execution. Explain how this assignment will fit within existing and anticipated commitments.

4. Continuity and support: Explain how the Proposer will maintain continuity of service, provide any necessary administrative or analytical support, and manage records and reporting. Identify proposed backup personnel, if any, and their qualifications.

5. Independence and conflicts: Disclose any current or prior relationships with Kemper Sports Management, Country Club vendors, or other parties that could affect independent advice. Describe how any actual or potential conflicts will be addressed.

5.4 APPROACH TO THE SCOPE OF SERVICES (25 POINTS)

1. Provide a concise narrative and proposed work plan addressing the services in Section 3.0. Explain the methods, priorities, anticipated activities, and deliverables for the following:

- Direction and coordination: Obtain assignments and priorities from the Village Manager or designee, keep the Manager informed of significant concerns, and coordinate with Kemper, Village personnel, vendors, and other professionals only as directed.

- Management agreement review: Review operational matters against the management company's contractual responsibilities, identify apparent deficiencies or ambiguities, evaluate significant requests or proposals, and advise on corrective action and issue resolution.

- Operational and strategic review: Observe and assess Country Club and golf course operations, evaluate referred complaints, recommend improvements, and propose measurable short- and long-term operational goals. Explain how recommendations and unresolved matters will be tracked.

- Capital improvements: Review operational impacts, potential service disruptions, proposed accommodations, sequencing, and continuity of operations during clubhouse or golf course projects. Explain how the Consultant will coordinate with design and construction professionals within an operational advisory role.

- Meetings and reporting: Describe the proposed meeting and site-visit approach and the Monthly Professional Services Activity Report. The report shall accompany each monthly invoice and identify dates of services, matters addressed, meetings and site visits, coordination, analyses, recommendations, outstanding issues, and anticipated activities for the following period.

- Progress toward completion: Explain how monthly reporting will identify resolved matters, matters transferred to Village Staff or the management company, remaining matters requiring Consultant involvement, and the anticipated timeframe for resolution.

- Knowledge transfer and closeout: Describe how institutional knowledge, records, recommendations, and open matters will be transferred to the Village or other designated parties; how routine involvement will be reduced as directed; and how the Final Consulting Closeout Report will document services performed, recommendations and their disposition, unresolved matters and responsible parties, future monitoring needs, records transferred, and any remaining need for limited specialized advice.

5.5 RATE PROPOSAL (20 POINTS)

Required Section 4.0 Price Proposal Form shall be submitted in a separate sealed envelope and the form must be signed by an authorized representative.

Hourly rates shall include compensation, payroll taxes, benefits, insurance, administrative support, routine office expenses, equipment, overhead, and profit.

Clearly state whether travel time and travel expenses are included. Separately identify any proposed reimbursable expenses, their basis of calculation, and any limits or markup. Expenses not expressly authorized in writing by the Village shall not be payable.

The hourly rates shall apply to authorized advisory work, meetings, site visits, reviews, monthly reporting, knowledge transfer, and closeout activities.. No retainer, minimum monthly commitment, or additional charge shall apply unless expressly accepted in the resulting agreement.

Price proposals will be evaluated using the single all-inclusive hourly rate submitted in Section 4.0. The same rate shall apply to all personnel and all services within the scope. No estimated quantity or minimum hours are guaranteed.

Price score = (Lowest responsive proposed hourly rate ÷ Proposer's proposed hourly rate) × 20 points. Scores will be rounded to two decimal places.

Example:

Firm A proposes $100 per hour, the lowest responsive proposed hourly rate.
Firm B proposes $150 per hour.
Firm C proposes $200 per hour.
Maximum Points Available for the "Proposed Cost" criteria: 20

Calculation:

Firm A: $100 ÷ $100 × 20 = 20.00 points.
Firm B: $100 ÷ $150 × 20 = 13.33 points.
Firm C: $100 ÷ $200 × 20 = 10.00 points.

The Village reserves the right to negotiate rates, authorized hours, an expenditure limit, and payment terms during contract negotiations, and to reject a fee proposal determined to be unreasonable, incomplete, or not in the Village's best interest. All fees shall remain firm for the initial contract term unless otherwise approved by the Village in writing.

5.6 FINANCIAL, REGULATORY, CONTRACT COMPLIANCE AND REFERENCES (NOT SCORED)

1. Proposers shall provide a summary statement regarding any legal charges and/or convictions of the organization or its officers involving fraud, bribery, or criminal offenses. Include specific legal matters and law suits within the last five (5) years.

2. Additionally, Proposer shall list any contracts or agreements terminated for convenience, cause, or default within the past three (3) years and shall provide an explanation of each occurrence (if any). If no occurrences, Proposer shall so indicate.

5.7 INSURANCE AND GUARANTEES (NOT SCORED)

The proposer shall provide evidence of its ability to obtain the insurance required by the Village.

The Village may require additional coverage to be included in the negotiated agreement, the coverages and amounts included herein are minimums.

5.8 PROFESSIONAL LICENSURE (NOT SCORED)

State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity. Attach copies of applicable licenses, registrations, and certifications for the business and proposed personnel.

5.9 REQUIRED FORMS (NOT SCORED)

Include all required forms, attachments, licenses, and certificates of insurance in a labeled Section 5.7, including the forms identified in Section 7.0 Required Forms. Submit all applicable forms signed and notarized as required by this RFP.

SECTION 6.0 THE EVALUATION PROCESS

6.1 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.

6.2 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.

6.3 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.

6.4 EVALUATION CRITERIA MAX POINTS

EVALUATION CRITERIA FOR RFP	Possible Points
Proposer's Qualifications and Experience (Section 5.2)	30
Staffing and Availability (Section 5.3)	25
Approach to the Scope of Work (Section 5.4)	25
Rate Proposal (Section 5.5)	20
	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.

6.5 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.

6.6 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, and may be 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. The Village may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the Village.

6..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 7.0 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 Proposer nor any principal, employee, agent, representative or family member has promised to pay, and Proposer has not and will not pay, a fee the amount of which is contingent upon Miami Shores Village awarding a contract.

b. Proposer warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with Miami Shores Village in violation of any of the provisions of the Miami-Dade conflict of interest and code of ethics ordinances.

c. Proposer 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 Proposer 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 Miami Shores Village, 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 Miami Shores Village.

☐ 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, of 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 Statues, 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*

PROPOSER AFFIRMATION

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

_____	_____
Proposer 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: _____

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with Miami Shores Village is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and Miami Shores Village, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), Miami Shores Village may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with Miami Shores Village which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

SECTION 8 – DO NOT SIGN

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI SHORES VILLAGE
AND
(CONSULTANT NAME)

THIS AGREEMENT is made and entered into as of the date of the last signature below by and between (Consultant Name), a corporation organized under the laws of the State of (State Name) with its principal office at (Adress) and Miami Shores Village, a political subdivision of the State of Florida, with its principal office at 10050 N.E. 2nd Avenue, Miami Shores, Florida 33138 ("VILLAGE").

SECTION 1. TERM.

1.1 This Agreement commences on the date of the last signature below and continues on a month-to-month basis until terminated under this section. Each monthly period begins on the same calendar day as the effective date, or on the last day of a shorter month. No minimum number of hours or monthly payment is guaranteed.

1.2 Either party may terminate this Agreement for convenience upon seven (7) days written notice. The VILLAGE shall pay for authorized services performed through the effective date of termination upon receipt of a proper invoice. CONSULTANT shall deliver all VILLAGE records and work product whether finished or unfinished, within ten (10) days after termination.

1.3 Either party may terminate for cause by giving written notice describing a material breach and ten (10) business days to cure, provided that no cure period shall be required for a breach that by its nature cannot reasonably be cured or where immediate termination is authorized by applicable law. If the breach remains uncured after that period, the non-defaulting party may terminate this Agreement by written notice.

SECTION 2. SCOPE OF SERVICES AND PAYMENT.

.

2.1 CONSULTANT shall provide professional advisory services concerning Miami Shores Country Club and Golf Course operations and projects, as described in Attachment “A,” Scope of Services for Post-Transition Consultant, attached hereto and incorporated herein by reference, including strategic advice, analysis, meetings, and review of materials, as specifically requested by the Village Manager or designee. CONSULTANT acts in an advisory capacity and may not enter into contracts, expend VILLAGE funds, make commitments, or otherwise bind the VILLAGE. Any material expansion of the scope requires prior written authorization.

2.2 The VILLAGE shall pay CONSULTANT _____per hour for actual time spent performing authorized services. CONSULTANT shall keep a contemporaneous record of actual time worked for each service entry. For billing, each entry shall be rounded

SAMPLE

upward to the nearest fifteen (15) minute increment (0.25 hour). The invoice must show both actual time worked and rounded billable time. No time shall be billed for work not performed.

2.3 CONSULTANT shall invoice the VILLAGE monthly, after the end of each monthly billing period. Each invoice shall state the date and meaningful description of each service, the actual hours worked, the billable hours rounded up in fifteen (15) minute increments, the hourly rate, and the charge for each entry and in total. The VILLAGE may request reasonable supporting records and dispute entries in good faith.

2.4 The hourly rate includes CONSULTANT's ordinary overhead and expenses. Travel and other out-of-pocket expenses are reimbursable only if approved in writing in advance by the Village Manager or designee and supported by receipts and otherwise incurred in accordance with applicable VILLAGE policies. No other compensation is due without a written amendment executed by both parties.

SECTION 3. PROMPT PAYMENT ACT.

3.1 The VILLAGE is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The VILLAGE shall pay undisputed amounts within thirty (30) days after receipt of a proper invoice, subject to the Act.

SECTION 4. NOTICE.

4.1 Whenever any party desires to give notice to another party, notice shall be in writing and sent by certified United States mail, return receipt requested, or by nationally recognized overnight delivery service, to the addresses below. Notice may also be sent by electronic means provided it is followed by hard copy in the manner stated above. Notice is deemed given when received.

TO THE VILLAGE:

Village Manager
Miami Shores Village Hall
10050 N.E. 2nd Avenue
Miami Shores, FL 33138
Tel: (305) 762-4851
Email: ScottE@msvfl.gov

With copy to:

Office of the Village Attorney
Email: VillageAttorney@msvfl.gov

TO THE CONSULTANT:

SAMPLE

SECTION 5. MODIFICATION.

5.1 The covenants, terms, and provisions of this Agreement may be modified only by a written instrument mutually accepted and executed by the parties. In the event of a conflict between this Agreement and any written amendment, the latest executed instrument shall take precedence.

SECTION 6. INDEPENDENT CONSULTANT.

6.1 CONSULTANT is an independent contractor and shall be paid as a non-employee consultant, with applicable payments reported on Form 1099. CONSULTANT is responsible for applicable income and self-employment taxes, licenses, benefits, and insurance, and is not eligible for VILLAGE employee benefits. CONSULTANT controls the manner and means of performance, subject to the agreed scope, deadlines, and VILLAGE requirements for access, records, and work product. This Agreement does not create employment, partnership, agency, or joint venture. CONSULTANT shall provide a completed Form W-9 before payment. The parties' description of the relationship does not override applicable law.

SECTION 7. ASSIGNMENT AND SUBCONSULTING.

7.1 This Agreement and the rights and obligations of the CONSULTANT may not be assigned, delegated, or subcontracted without the express prior written consent of the VILLAGE. Any unauthorized assignment, delegation, or subcontract shall be null and void and constitute a material breach. The VILLAGE may assign its rights together with its obligations hereunder.

SECTION 8. INDEMNIFICATION.

8.1 To the extent caused by CONSULTANT's negligent acts, errors, omissions, or wrongful conduct in performing this Agreement, CONSULTANT shall indemnify and hold harmless the VILLAGE, its officers, employees, and agents from third-party claims, losses, damages, and reasonable costs, including attorneys' fees. Any duty to defend applies only to the extent permitted by Florida law. This Section does not waive the VILLAGE's sovereign immunity.

SECTION 9. GOVERNING LAW.

9.1 This Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be brought in Miami-Dade County, Florida.

SECTION 10. RECORDS.

10.1 Records and work product created for the VILLAGE under this Agreement belong to the VILLAGE. CONSULTANT shall maintain complete records of services and billable time, provide them upon reasonable request, and permit the VILLAGE to examine and audit records related to this Agreement. Upon termination, CONSULTANT shall deliver all VILLAGE records and work product within ten (10) days. These obligations survive expiration or termination.

SAMPLE

SECTION 11. PUBLIC RECORDS / CONSULTANT PUBLIC RECORDS RESPONSIBILITIES.

THE CONSULTANT UNDERSTANDS THAT THE VILLAGE IS SUBJECT TO FLORIDA'S PUBLIC RECORDS ACT, CHAPTER 119, FLORIDA STATUTES, AND THAT RECORDS MADE OR RECEIVED IN CONNECTION WITH THIS AGREEMENT MAY BE PUBLIC RECORDS UNLESS EXPRESSLY EXEMPTED BY LAW. CONSULTANT SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 762-4870, RODRIGUEZY@MSVFL.GOV, OR VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 N.E. 2ND AVE., MIAMI SHORES, FL 33138.

SECTION 12. CONFLICT OF INTEREST / CODE OF ETHICS.

12.1 The CONSULTANT agrees to adhere to all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1, as amended, and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict with performance of the services.

SECTION 13. SOVEREIGN IMMUNITY.

13.1 The VILLAGE is a political subdivision of the State of Florida and is subject to Section 768.28, Florida Statutes, as amended. Nothing in this Agreement shall be deemed a waiver of sovereign immunity or an increase in the limits of liability set forth in Section 768.28, Florida Statutes.

SECTION 14. ORDER OF PRECEDENCE.

14.1 In the event of a conflict between this Agreement and an exhibit, this Agreement shall control. The VILLAGE rejects additional terms or conditions inconsistent with this Agreement unless accepted in a written amendment executed by both parties.

SECTION 15. INSURANCE.

15.1 Before commencing services, CONSULTANT shall provide evidence of insurance acceptable to the VILLAGE and maintain the applicable coverages below during the Agreement. The VILLAGE may approve modifications to these requirements in writing before work begins. CONSULTANT shall name the VILLAGE as an additional insured where applicable and provide certificates upon request.

A. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage; $2,000,000 general aggregate and products/completed operations aggregate.

SAMPLE

B. Workers' Compensation: statutory limits where required by applicable law, with Employer's Liability of not less than $1,000,000 each accident where applicable.

C. Business Automobile Liability: $1,000,000 per occurrence combined single limit if vehicles are used in performing services, including owned, hired, and non-owned vehicles as applicable.

D. Professional Liability: not less than $1,000,000 per occurrence.

15.2 CONSULTANT shall not commence services until proof of required insurance has been received and approved by the VILLAGE. Any approved subcontractor shall maintain insurance appropriate to its work.

SECTION 16. NON-EXCLUSIVITY.

16.1 This Agreement is non-exclusive. The VILLAGE retains the right to engage additional consultants or assign responsibilities to VILLAGE employees to perform the same or similar services and to assign work in its sole discretion.

SECTION 17. CONFIDENTIAL INFORMATION.

17.1 CONSULTANT shall not disclose confidential or exempt information received from the VILLAGE except as authorized by the VILLAGE or required by law. Nothing in this Section shall be construed to designate as confidential any record that is subject to disclosure under Chapter 119, Florida Statutes.

SECTION 18. ANTI-DISCRIMINATION.

18.1 CONSULTANT shall comply with applicable federal, state, and local anti-discrimination laws and certifies that it does not discriminate in its employment or contracting practices on any basis prohibited by law.

SECTION 19. SCRUTINIZED COMPANIES.

19.1 CONSULTANT certifies, to the extent applicable, that CONSULTANT is not on prohibited or scrutinized company lists described in Section 287.135, Florida Statutes, and acknowledges the VILLAGE's termination rights under that statute.

SECTION 20. NO CONTINGENCY FEES.

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

SECTION 21. E-VERIFY.

21.1 To the extent applicable, CONSULTANT shall register with and use the E-Verify system and otherwise comply with Section 448.095, Florida Statutes. If subcontracting is approved, CONSULTANT shall require applicable subcontractors to comply and retain

SAMPLE

required affidavits. A violation may constitute grounds for termination and other remedies authorized by law.

SECTION 22. NONCOERCIVE CONDUCT AFFIDAVIT.

22.1 To the extent required by Section 787.06, Florida Statutes, CONSULTANT shall provide a signed affidavit under penalty of perjury attesting that CONSULTANT does not use coercion for labor or services as defined by law. The affidavit is included in Exhibit "A".

SECTION 23. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

23.1 To the extent applicable under Section 287.138, Florida Statutes, CONSULTANT shall provide the required affidavit regarding entities of foreign countries of concern. The affidavit is included in Exhibit "A".

SECTION 24. ENTIRE AGREEMENT.

24.1 This Agreement, together with its exhibits and any duly executed amendments, constitutes the entire agreement between the parties concerning the subject matter and supersedes prior oral or written understandings concerning the services covered herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on this _____ day of _____, 2026.

CONSULTANT

By: _____

Date: _____

MIAMI SHORES VILLAGE

By: _____
Esmond K. Scott, Village Manager

Date: _____

Approved as to form and legal sufficiency:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

Attest:

_____
Ysabely Rodriguez, Village Clerk

Village Seal

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EXHIBIT "A"

AFFIDAVITS

NONCOERCIVE CONDUCT AFFIDAVIT

Section 787.06, Florida Statutes, requires the applicable affidavit from a nongovernmental entity executing, renewing, or extending a contract with Miami Shores Village. The undersigned provides this affidavit concerning coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I affirm under penalty of perjury that I have read Section 787.06, Florida Statutes;_____., the CONSULTANT; does not use coercion for labor or services as defined by law.

Print Name:_____

Signature: _____ Date: _____

OATH OR AFFIRMATION

State of _____
County of _____

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2026, by_____.

Personally known [ ] Produced identification [ ] Type: _____

Notary Public: _____

SAMPLE

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes, to the extent applicable, Miami Shores Village may not knowingly enter into certain contracts that would give access to an individual's personal identifying information unless the contracting person or entity provides the required affidavit. By signing below,_____., affirm under penalty of perjury that I do not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes.

Print Name:_____

Signature: _____ Date: _____

OATH OR AFFIRMATION

State of _____
County of _____

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2026, by_____.

Personally known [ ] Produced identification [ ] Type: _____

Notary Public: _____

SAMPLE