REQUEST FOR QUALIFICATIONS

ARCHITECTURAL DESIGN SERVICES FOR THE MIAMI SHORES COUNTRY CLUB GOLF COURSE REDESIGN AND RENOVATION
RFQ 2026-10-02

Dear Potential Respondent:

Pursuant to Section 287.055, Florida Statutes, Miami Shores Village ("Village") invites qualified firms ("Proposer") to submit a statement of qualifications to provide professional architectural/ engineering design services, bidding support, and post design (as needed) services for renovation of the Miami Shores Golf and Country Club ("MSCC") golf course in response to this Request for Qualifications (RFQ).

Those firms who are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with the submittal requirements. The qualifications and selection of the firm(s) shall be in accordance with F.S. §287.055, Florida Statutes. **Statements of Qualifications are due no later than 2:30 p.m. on Wednesday, January 6, 2027.**

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, RFQ documents are available at no charge.

A non-mandatory pre-proposal conference will be held at 2:00 p.m. on Thursday, December 17, 2026, at Miami Shores Country Club, 10000 Biscayne Boulevard, Miami Shores, Florida 33138. Consultants are encouraged to attend the pre-bid conference.

Questions regarding this solicitation shall be submitted in writing to bids@msvfl.gov no later than 5:00 p.m. on Monday, December 28, 2026. Responses to those questions considered material to the solicitation will be made available as formal addenda located on the Village's website. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit one (1) original, four (4) duplicate copies of the submission in a sealed package. In addition to the hard copies, an electronic version of statements of qualification is to be submitted on a USB storage device (flash or thumb drive). All copies should be on 8½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Consultant.

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 2:30 p.m. on Wednesday, January 6. 2027. All packages shall be in a sealed envelope and clearly marked **"RFQ 2026-10-02 ARCHITECTURAL DESIGN SERVICES FOR THE MIAMI SHORES COUNTRY CLUB GOLF COURSE REDESIGN AND RENOVATION".**

The Village will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Any submission may be withdrawn until the date and time set above for the submissions. Facsimile or e-mailed proposals shall be rejected and will not be accepted.

The selection of the successful Proposers shall be at the Village's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFQ responses. Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for statements of qualifications and to make 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 Qualifications should contact the Village Clerk, Ysabely Rodriguez, 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 RFQ 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
Non-mandatory pre-proposal conference	2:00 p.m. Thursday, December 17, 2026
Question Due Date	5:00 p.m. Monday, December 28, 2026
Statement of Qualifications Due	2:30 p.m., Wednesday, January 6, 2027
Recommendation of Ranking to Village Council	TBD
Negotiations with Top Ranked	TBD
Recommendation of Award to Village Council	TBD
Commencement	Following execution of Agreement

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 SCOPE OF SERVICES
MIAMI SHORES COUNTRY CLUB GOLF COURSE REDESIGN AND RENOVATION
RFQ 2026-10-02

3.1 PURPOSE AND INTENT

Pursuant to Section 287.055, Florida Statutes, Miami Shores Village ("Village") invites qualified firms ("Proposer") to submit a Statement of Qualifications (SOQ) to provide professional golf course architectural and engineering design services, permitting, bidding support, and construction administration, as authorized by the Village, for the redesign and renovation of the Miami Shores Country Club ("MSCC") golf course.

The Village intends to rank the Proposers based on their qualifications and initiate contract negotiations with the highest-ranked firm in accordance with Section 287.055, Florida Statutes. The Village intends to contract with a single Consultant responsible for coordinating the complete project team, including civil engineering and golf course design services and specialty subconsultants as required.

The project shall restore the golf course to a first-class 18-hole golf facility with a driving range and practice areas. The design shall balance aesthetics, playability, cost, constructability, environmental responsibility, maintenance requirements, and long-term sustainability while respecting the nature, tradition, and history of the Country Club and the Village.

A non-mandatory pre-proposal conference will be held at 2:00 p.m., Thursday, December 17, 2026 at Miami Shores Country Club, 10000 Biscayne Boulevard, Miami Shores, Florida 33138. Proposers are encouraged to attend.

3.2 BACKGROUND

Miami Shores Village is a community in Miami-Dade County, near I-95 and north of downtown Miami. The Village was incorporated in 1932 and has a resident population of approximately 11,570. The Miami Shores Country Club (“MSCC”) is located at 10000 Biscayne Boulevard, Miami Shores, Florida 33138, is owned by the Village, and is operated by Kemper Sports Management, LLC (“Kemper” or “Country Club Operator”) under a management agreement.

The current facility includes an 18-hole golf course, driving range, practice area, maintenance facilities, clubhouse, pro shop and cart barn. The +/-125-acre site has some homes on the golf course perimeter, a wide drainage canal, and a FEC railroad within the site.

The golf course was designed by golf course architects Robert F. "Red" Lawrence and Louis Wilson and opened in the fall of 1939. In 2011, the course underwent a major renovation that included installation of MiniVerde Bermuda on the greens, tee and fairway renovations, bunker restoration, reshaping of greens, and improvements to playability and conditioning. Components requiring evaluation and potential replacement or improvement include tee boxes, greens, turf types, drainage, cart paths, and the irrigation system.

The 2024 South Florida Water Management District (SFWMD) Sea Level and Flood Resiliency Plan SFWMD Resiliency Plan Link identifies potential use of a portion of the golf course for temporary floodwater storage during extreme rainfall and storm surge events, with related structure, pump, and flood barrier improvements. The Consultant shall confirm the current status, limits, design criteria, and schedule of the SFWMD project and coordinate the golf course design accordingly. Conceptual alternatives shall show the golf course improvements both with and without the SFWMD project. Incorporation of SFWMD-related improvements into the final design shall be subject to Village direction and coordination with SFWMD.

In March 2024, the Village engaged the National Golf Foundation (NGF) to assess the MSCC facility and golf course, recommend improvements, and prepare financial projections for potential golf course and clubhouse renovations. The Consultant shall review the NGF report as part of the pre-design phase. NGF Final Report Link NGF Final Report link

Clubhouse design services are being procured separately. The golf course Consultant shall coordinate site interfaces, access, utilities, drainage, and construction phasing with the clubhouse design team, the Village, and the Country Club operator.

3.3 MINIMUM MANDATORY QUALIFICATIONS

To be eligible to respond and be considered for award, the Proposer shall demonstrate to the satisfaction of the Village that the firm or principals assigned to the project have successfully provided golf course design services for projects of similar scope and complexity, preferably for a municipality, quasi-governmental organization, or private organization.

The Consultant shall have at least five (5) years of experience designing public or semi-public golf course facilities and shall identify at least three (3) comparable projects completed within the last five (5) years. The proposed team shall include the professional disciplines necessary to complete the services, with appropriately licensed professionals responsible for work requiring professional licensure.

3.4 SCOPE OF SERVICES

The Consultant shall provide golf course architecture, engineering, surveying, investigations, design, preparation of permit applications, and construction documents through 100 percent completion. Required disciplines may include golf course architecture, landscape architecture, civil, stormwater, structural, electrical, environmental, mechanical, irrigation, and other technical and professional services appropriate to the approved project.

The design shall address the golf course layout, tees, greens, fairways, roughs, bunkers, driving range and practice areas, grading, drainage, irrigation, turf selection, cart paths, and connections to associated facilities. The design shall include relocating the golf cart paths away from the FEC railroad tracks right of way

The Consultant shall evaluate and design the underground systems necessary for a fully functional golf course, including irrigation, drainage, electrical, and sewer systems where required by the approved improvements. Equipment, controls, utility connections, and supporting infrastructure shall be identified and specified in the construction documents.

The Consultant shall investigate existing drainage deficiencies and develop coordinated corrective improvements within the project limits, accounting for off-site conditions and agency requirements affecting the course. Design recommendations shall include construction phasing options, operational impacts, cost estimates, maintenance considerations, and the establishment and grow-in requirements for renovated turf areas.

The Consultant shall meet with Village Staff, elected Officials, advisory boards, the Country Club operator, regulatory agencies, and other stakeholders as directed. The Consultant shall prepare presentation materials and participate in in-person community and Village Council meetings to explain alternatives, obtain input, and present recommended designs.

3.5 DELIVERABLES

The SOQ shall include a proposed approach and draft scope of planning, golf course architecture, engineering, landscape, and design services **WITHOUT FINANCIAL TERMS**. The final scope, schedule, deliverable quantities and formats, meeting requirements, and compensation shall be clarified and negotiated with the highest-ranked firm.

The minimum anticipated services and deliverables are described below.

3.5.1 Phase I Pre-Design

A. Needs Assessment: Meet with the Village and Country Club operator and obtain stakeholder input to establish project objectives, desired playing conditions, programming, maintenance needs, budget parameters, and operational constraints. Review available studies, existing plans, maintenance information, and the NGF report.

B. Existing Conditions and Site Analysis: Evaluate the course layout, tees, greens, fairways, roughs, bunkers, driving range, practice areas, cart paths, irrigation, drainage, utilities, landscape, maintenance access, and interfaces with existing facilities. Identify components to remain, be rehabilitated, be relocated, or be replaced.

C. Surveys and Investigations: Perform the land surveying, engineering analyses, field tests, laboratory tests, and data collection necessary to design and permit the project. Identify the required topographic, utility, geotechnical, soil, turf, irrigation, drainage, and environmental investigations and document their findings.

D. Agency and Site Constraints: Identify applicable permit requirements, property and easement constraints, canal and railroad interfaces, environmental conditions, and requirements affecting work near adjoining residences. Coordinate with SFWMD to establish the assumptions for alternatives with and without its project.

E. Project Schedule and Findings: Prepare a pre-design findings summary, preliminary project budget, and schedule identifying design milestones, Village reviews, public presentations, permitting, bidding, construction phasing, and anticipated course closure and turf grow-in periods.

3.5.2 Phase II Schematic Design

A. Concept Development: Prepare conceptual course layouts, site plans, sketches, and renderings illustrating proposed improvements. Provide alternatives with and without the SFWMD project and explain the effects on playability, drainage, irrigation, maintenance, cost, and operations.

B. Course and Site Planning: Develop the proposed arrangement of golf holes and playing features, tees, greens, fairways, bunkers, driving range and practice areas, cart paths, landscape areas, maintenance access, and connections to the clubhouse and related facilities.

C. Preliminary Systems: Establish preliminary grading, stormwater and drainage, irrigation, utility, and electrical concepts, including the principal equipment and infrastructure required to support the improvements.

D. Preliminary Cost Estimates and Phasing: Prepare estimates of probable construction costs for the alternatives and identify potential phases, operational impacts, course closure periods, and grow-in considerations. Identify major cost drivers and potential alternates.

E. Conferences and Public Review: Confer with Staff, Village Council, and advisory boards as directed. Prepare two-dimensional and, when required by the Village, three-dimensional presentation materials for review by municipal authorities and the public.

F. Refinements: Revise the concepts based on Village-directed feedback and submit the recommended schematic design, updated estimate, and schedule for Village review before proceeding to design development.

3.5.3 Phase III Design Development

A. Detailed Course Design: Refine the selected schematic design into coordinated plans showing the location, dimensions, elevations, and proposed treatment of playing features, practice facilities, cart paths, and associated site improvements.

B. Design of Systems: Develop the systems and supporting infrastructure required by the approved design, including the following:

1. Civil engineering, site grading, earthwork, and utility improvements.

2. Stormwater management, surface and subsurface drainage, and canal interfaces.

3. Irrigation distribution, pumping, controls, water supply connections, and related equipment.

4. Electrical power and controls serving irrigation and other approved course improvements.

5. Structural and mechanical components where required for the approved improvements.

C. Materials and Agronomic Requirements: Select proposed turf varieties, rootzone and soil profiles, bunker materials, drainage components, irrigation equipment, cart path materials, and landscape materials. Establish preliminary turf installation, establishment, and grow-in requirements in coordination with the Country Club operator.

D. Design Development Documents: Prepare coordinated course and site plans, grading and drainage plans, irrigation plans, utility and electrical layouts, typical sections, construction details, and outline specifications sufficient to define the proposed improvements and material selections.

E. Coordination and Compliance: Coordinate all design disciplines, the clubhouse design team, and affected agencies. Address applicable codes, accessibility requirements, environmental conditions, and permitting criteria affecting the approved improvements.

F. Cost and Schedule Review: Provide an updated detailed estimate of probable construction costs, quantities, proposed alternates, and phasing recommendations. Identify costs for any Village-supplied equipment or materials and recommend adjustments if the estimated cost exceeds the Village's established project budget.

G. Presentations and Approval: Confer with Staff, Village Council, and advisory boards as directed. Submit presentation materials and the coordinated design development package for Village review before preparation of final construction documents.

3.5.4 Phase IV Construction Documents

A. Finalized Drawings and Specifications: Prepare a complete, coordinated set of construction drawings and written technical specifications that fully describe the work required to construct the approved golf course improvements.

B. Required Construction Plans: Provide the plans and details applicable to the approved improvements, including the following:

1. Existing conditions, demolition, protection of facilities to remain, and site preparation.

2. Final course layout and site plan, including tees, greens, fairways, bunkers, driving range, practice areas, and cart paths.

3. Grading, earthwork, erosion and sediment control, stormwater, and surface and subsurface drainage.

4. Irrigation piping, pumping, controls, equipment, water supply connections, and system details.

5. Utility, electrical, structural, and mechanical plans and details where required.

6. Turf, rootzone, soil preparation, bunker construction, landscape, and restoration details.

7. Construction phasing, temporary access and protection, and turf establishment and grow-in requirements.

C. Project Manual: Prepare written technical specifications and coordinate with the Village's procurement documents. Include material and equipment requirements, measurement and payment provisions where applicable, required submittals, quality control, testing, warranties, maintenance instructions, and project closeout requirements.

D. Permitting: Prepare and submit the required applications, drawings, calculations, and supporting documentation to the applicable authorities. Respond to agency comments, revise documents, and coordinate approvals. Identify permit conditions and incorporate applicable requirements into the final construction documents.

G. Final Coordination and Estimate: Confer with Village Staff and other review bodies as directed, resolve interdisciplinary conflicts and review comments, and provide the final estimate of probable construction costs and recommended bid alternates. Submit the 100 percent construction document package for Village approval before bidding.

3.5.5 Phase V Bidding Negotiating and Permits

A. Bidding Documents: When authorized by the Village, assist the Village in assembling the bid package, including technical specifications, plans, bid quantities or schedules as applicable, alternates, and permit requirements. Coordinate the technical documents with the Village's solicitation forms and procurement schedule.

B. Pre Bid Construction Conference: Attend the pre-bid conference and site visit, respond to technical questions, and prepare recommended clarifications and addenda for issuance by the Village. Maintain consistency between drawings, specifications, and addenda.

C. Bid Review and Recommendations: Assist in technical review of bids, alternates, and proposed substitutions. Evaluate conformance with the construction documents and provide a written technical recommendation to support the Village's award decision. Assist with technical clarifications during negotiations, when requested.

D. Permits and Issued Documents: Coordinate outstanding permit comments and conditions and update the construction documents to incorporate approved addenda and agency requirements. Confer with Staff, Village Council, and advisory boards as directed.

3.5.6 Phase VI Construction Administration

A. Construction Coordination: When authorized by the Village, attend the pre-construction conference and provide construction administration for the approved improvements. Attend biweekly construction meetings unless a different frequency is established in the negotiated scope. Coordinate with the Village Project Manager, contractor, Country Club operator, and affected agencies.

B. Site Visits and Field Observations: Visit the site at the frequency established in the agreement to observe progress and general conformance with the construction documents. Provide written field reports identifying observed deficiencies and recommended corrective actions. Identify any need for additional on-site representation for Village authorization.

D. Submittals and Requests for Information: Review and approve or take other appropriate action on shop drawings, product data, samples, and other required submittals for the limited purpose of checking conformance with the design and construction documents. Respond to contractor requests for information and provide interpretations, clarifications, and supplemental drawings as needed.

E. Testing and Inspection: Review required testing and inspection reports and coordinate corrective recommendations. Observe or review, as appropriate, drainage and irrigation system testing, equipment startup, turf installation, and other specified acceptance procedures.

F. Changes and Payment Reviews: Evaluate proposed changes, quantities, costs, schedule effects, and contractor payment applications. Provide recommendations to the Village and prepare supporting documentation for approved changes. Changes affecting cost, time, or scope require Village authorization.

G. Substantial Completion and Punch List: Participate with the Village representative and contractor in substantial completion inspections. Prepare and monitor a punch list, verify correction of identified deficiencies, and advise the Village regarding readiness for acceptance.

H. Turf Establishment and Operational Turnover: Review the contractor's compliance with the specified turf establishment and grow-in requirements. Coordinate turnover of irrigation and drainage equipment, operating instructions, maintenance requirements, warranties, and training with the Village and Country Club operator.

I. Final Inspection and Closeout: Conduct final inspections and review closeout submittals, required certifications, warranties, manuals, test results, and final payment documentation. Provide a written recommendation concerning final acceptance.

I. Record Documents: Deliver record drawings and updated specifications incorporating construction changes and contractor-provided as-built information. Identify the source and limits of the record information. Provide final documents in PDF and editable formats specified in the agreement, including CAD files where applicable.

3.6 VILLAGE SUPPORT SERVICES AND PROJECT COORDINATION

The Village will assign a Project Manager responsible for management and coordination of the project. The Consultant shall designate a project manager responsible for successful completion of the services and authorized to speak on behalf of the firm. The Consultant and Village Project Manager shall meet regularly, as needed, to review technical issues, schedule, budget, and progress.

The Consultant shall submit monthly written progress reports identifying work completed, milestones achieved, upcoming deliverables, open issues, anticipated problems, recommended solutions, and decisions needed from the Village. Each design phase shall be submitted for Village review, and the Consultant shall incorporate Village-directed revisions before proceeding to the next phase upon authorization.

The Village reserves the right to retain a design professional, construction project manager, or both to perform peer review, value engineering, or other independent review for compliance with project needs and requirements. The Consultant shall coordinate with those representatives and address review comments as directed by the Village.

END OF SECTION

SECTION 4.0 SUBMITTAL REQUIREMENTS
ARCHITECTURAL DESIGN SERVICES FOR THE MIAMI SHORES COUNTRY CLUB GOLF COURSE REDESIGN AND RENOVATION
RFQ 2026-10-02

Respondents shall submit one (1) original complete proposal package and four (4) duplicate copies, together with an electronic version on a USB storage device (flash or thumb drive), no later than **2:30 p.m. on Wednesday, January 6, 2027. All packages shall be sealed and clearly marked "RFQ 2026-10-02 Architectural Design Services for the Miami Shores Country Club Golf Course Redesign and Renovation."**

By submitting a response, the Respondent accepts the instructions and conditions of this RFQ 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 RFQ 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 RFQ. 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:

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.

4.1 COVER AND DIVIDERS (NOT SCORED)

Cover must be clearly marked with the RFQ number and project title; the Proposer's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections below should be included.

4.2 TABLE OF CONTENTS (NOT SCORED)

Include a clear identification of the contents by section and page number and according to the organization described below.

4.3 COVER LETTER / EXECUTIVE SUMMARY (NOT SCORED)

The cover letter / executive summary should be signed by the Proposer's representative who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources. Summarize the Proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the response being submitted. This section should summarize the key points of your submittal**.**

The Proposer shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

The name of the person(s) who will be authorized to make representations for the Proposer, their

titles, addresses and telephone numbers shall be provided as well.

4.4 TECHNICAL QUALIFICATIONS AND CAPABILITIES (20 POINTS)

Depth of resources to support the scope of work should be described in this section. The Proposer shall demonstrate that it has provided comprehensive design services for a municipality or other similar entities.

For each component of the envisioned scope of services (Section 3.5) as broadly described herein, the Proposer shall provide a summary discussion of the Proposer's technical qualifications andexpertise for the scope elements of this project. The summary shall address all aspects of technical capabilities that the Proposer considers relevant and important for Miami Shores Village.

4.5 CONSULTANT'S QUALIFICATIONS AND RELEVANT EXPERIENCE (20 POINTS)

This section requires that the Consultant identify at least (3) three similar projects successfully completed during the past five (5) years of golf course design services, similar in scope and complexity, preferably for a municipality, quasi-governmental organization, or a private organization.

The Consultant shall identify each reference by including the name, title and phone number of key customer contact personnel involved with the project. This would allow Village Staff to visit the site if desired. Please use the Project Reference Form (Exhibit 1) to provide this information for each of the three referenced projects. The Consultant may provide up to three published articles, if any, regarding firm's golf renovation and design services.

This section should include a narrative description of current and previous experience that would qualify the Consultant to complete the work described in this RFQ.

4.6 KEY STAFFING (SCORED – 20 POINTS)

A concise summary of the key components of the company, organization, or teams experience shall be provided.

Prime Proposer and sub-consultant responsibilities shall be discussed, with clear identification of the specific entity responsible for each portion of the work. Indicate the prime Proposer's role for provision of services vs. partnership(s) and subcontractor(s), and clearly delineate roles, responsibilities, and authority. Additionally, examples shall be provided of any experience the prime Proposer has had overseeing a successful integration of both engineering and operations contract services (whether directly or utilizing sub-consultant(s).

Proposers should emphasize both the experience and capability of particular personnel who will actually perform the work. Provide the relevant qualifications of the Key Staff proposed for the project. Key staff shall all have a minimum of five-years of applicable experience. Provide the staff organization proposed for this project in an organizational chart. Indicate the roles and responsibilities and if the proposed staff works for the prime Proposer or with a subcontractor.

The Proposer shall also provide resumes for the proposed key staff found on the Organizational Chart. Do NOT submit resumes for employees who will not actively work on this project.

Furthermore, Proposer shall clearly describe all examples where the prime Proposer and the sub-consultant(s) have worked together in Florida and in the United States in the last five (5) years and

specific roles, responsibilities, and authority.

The selected Proposer will be required to commit that the key personnel and/or principals named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement and agreement from the Village.

4.7 PROJECT UNDERSTANDING AND APPROACH (20 POINTS)

For components of the contracted services identified in Section 3. Respondents shall provide in concise narrative form, your understanding of the Village's needs, goals and objectives as they relate to the project as described in the scope of services, and your overall approach to accomplishing the project, including a conceptual design.

Respondent shall provide a work plan that clearly and concisely defines the approach taken. The approach section shall provide a detailed description of how your company anticipates accomplishing the project relative to methodology, tools, personnel, phasing, etc. The work plan shall demonstrate to the Village that your firm understands the tasks involved to produce each of the required deliverables, and shall identify what is required of the Village to prepare for the firm's solution, if chosen.

The Respondent may provide up to three sketches/plan/figures/renderings, no larger than 11”x17” each, to illustrate the conceptual design. The conceptual design shall specifically exemplify the value of innovative design; balance aesthetics, cost, and constructability; balance the requirements of being environmentally responsible and beautiful; and communicate the golf course as a public asset for the community. The conceptual(s) should include the visual landscape of the MSCC golf course with the proposed vision and should add value and enhance the aesthetics of the surrounding community.

The narrative should also include a discussion of why the respondent feels that their team is the most qualified for the project.

4.8 AVAILABILITY AND SCHEDULE (SCORED 20 POINTS)

Respondent shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time.

Also provide information on your firm’s current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer.

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

Proposers shall also provide a summary statement regarding any legal charges and/or convictions of the organization or its officers regarding fraud, bribery, or criminal offenses.

Specific legal matters and law suits within the last five (5) years.

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.

4.10 STATEMENT OF WORK (NOT SCORED)

The Village is requesting a draft of the proposed, architectural, landscape, and design services for this project, **WITHOUT THE FINANCIAL TERMS INCLUDED**. (refer to Section 3.7).

4.11 INSURANCE AND GUARANTEES (NOT SCORED)

The prime Proposer shall include written evidence confirming the ability to provide the following coverages:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440;

B. General Liability Insurance on standard occurrence form with minimum limits of $1,000,000 per occurrence, $2,000,000 in the aggregate, and $2,000,000 products completed operations on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage.

C. Umbrella/Excess Liability of at least $20,000,000 per occurrence and in the aggregate;

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence.

E. Professional Liability Insurance: Evidence of Professional Liability Insurance coverage in the amount of one million ($1,000,000) dollars, with a minimum coverage of one million ($1,000,000) dollars per occurrence and one million ($1,000,000) dollars aggregate.

F. Proposers must demonstrate that adequate self-insurance reserves exist for any deductible amount greater than $50,000.

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

4.12 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. Miami Shores Village will accept only State of Florida Certifications for the Proposer and sub-consultant(s), if any.

The Respondent must include copies of key staff Professional Architects, Planners, Engineers, etc. licenses shall be provided, indicating whether the license is from Florida or eligible for reciprocity. Lack of appropriate licensure will deem the submittal non-responsive.

4.13 ACKNOWLEDGEMENTS

The Proposer must complete, sign as required, and submit the Addenda (refer to Section 1.8) and all forms from Section 6 as a part of its submittal. Non-compliance with this requirement may result in the submittal being deemed non-responsive.

END OF SECTION

ARCHITECTURAL DESIGN SERVICES FOR
THE MIAMI SHORES COUNTRY CLUB GOLF COURSE REDESIGN AND RENOVATION
RFQ 2026-10-02
EXHIBIT 1 - PROJECT REFERENCE FORM

Consultant Firm Name: _____

Project Name: _____

Facility Address: _____

Owner: _____

Owner Contact: _____

Contact Phone: _____ Contact Email: _____

Owner Address: _____

Design Period: From: _____ To: _____

Design Fee: _____

Construction Period: From: _____ To: _____

Final Const. Cost: _____

Construction Contractor: _____

Description of Project: _____

_____

_____

_____

_____

_____

_____

Was the project "green certified"? _____

If so, by what organization and at what level? _____

Comments: _____

_____

_____

SECTION 5.0 EVALUATION

Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of Village Staff, or other persons selected by the Village Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SOQs as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultants' Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its Statement of Qualifications (SOQ) will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

The committee shall short list no less than three (3) submittals, assuming that three submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best-qualified firm(s) for the Particular project. The committee shall review and evaluate proposals, and may conduct interviews, and/or require oral presentations with all short-listed firms. The committee shall then rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the Request for Qualifications (RFQ), and deliberations of the Evaluation Committee at publicly advertised Evaluation Meetings. The Village may request, and the firm shall provide additional information deemed necessary by the evaluation committee to conduct.

The ranking and the Evaluation Committee's recommendation shall be reported to the Village Council through and with the concurrence of the Village Manager, who shall request the Village Council approve the final ranking and authorize Staff to negotiate and execute a contract with the top ranked firm. If the Village is unable to reach an agreement with the top ranked firm, negotiations will be cancelled at the sole discretion of the Village. Village Staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached, and a contract awarded.

5.1 EVALUATION CRITERIA

Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

5.2 EVALUATION CRITERIA MAX POINTS

EVALUATION CRITERIA	POSSIBLE POINTS
Technical Qualifications and Capabilities (Section 4.4)	20
Consultants Qualifications and Experience (Section 4.5)	20
Key Staffing (Section 4.6)	20
Project Understanding and Approach (Section 4.7)	20
Availability and Schedule (Section 4.8)	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 Miami Shores Village's best interest, to request additional information or clarification from Proposers.

5.3 ORAL PRESENTATIONS

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

5.4 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the Village may select one or more vendors within the competitive range with which to commence negotiations. The Village may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the Village.

5.5 CONTRACT AWARD

The Village reserves the right to award a contract to that Consultant who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The Village also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.

Upon award of a Contract by the Village Council, the Village Manager is authorized to execute the Contract on behalf of the Village.

The Village Manager shall appoint a contract administrator or project manager to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the Village Manager.

END OF SECTION

SECTION 6.0 REQUIRED FORMS

Business Name: _____

D.B.A.:_____ Federal I.D. No.: _____

Business Address: _____

City :_____ State:_____ Zip: _____

1. Acknowledgement of Addendum

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

Addendum No.:_____ Dated:_____ Addendum No.:_____ Dated:_____

Addendum No.:_____ Dated:_____ Addendum No.:_____ Dated: _____

☐ No Addendum Issued

2. Conflicts of Interest*

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

Do you have any Conflicts of Interest to report?

☐ Yes

☐ No

**Response required*

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

3. No Contingency Affidavit*

Affiant certifies the following:

a. Neither 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: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ 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: _____ Print Name: _____

_____ Title: _____

Witness #2 Print Name: _____ 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