



REQUEST FOR QUALIFICATIONS

RFQ-160-24-WV

**VARIOUS ARCHITECTURAL & CONSULTING SERVICES
(DISCIPLINES)
THROUGH CONTINUING CONTRACTS
FOR THE
CITY OF HOLLYWOOD, FLORIDA (CITY)**

RFQ Issue Date: December 20, 2023
Questions Due Date: January 17, 2024
Submittal Due Date: January 24, 2024, at 3p.m. ET

**CITY OF HOLLYWOOD
RFQ-160-24-WV
Various Architectural & Consulting Services (Disciplines) Through Continuing Contracts**

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SECTION I – INTRODUCTION

1.1 **Purpose**

The City of Hollywood, Florida (City) is actively seeking qualified, experienced, licensed firm(s) to provide **Various Architectural and Consulting Services (Disciplines) Through Continuing Contracts** as further described in **Section III – Scope of Services** in accordance with the Consultants' Competitive Negotiation Act ([Section 287.055, Florida Statutes](#)), as applicable. Those firms who are interested in submitting their proposal (also referred to as Statement of Qualifications or SOQ) in response to this Request for Qualifications (RFQ) shall comply with all requirements of this solicitation.

There is no guarantee that any firm included in the final ranking approved by the City Commission will be awarded any work. **The respondent will need to clearly identify in their response which discipline(s) they are submitting for, by listing each on their cover page and will need to provide discipline specific project relevant experience for each discipline selected. Please utilize the Discipline Selection Form attached to this solicitation to select the disciplines you are applying for.**

Submittals will be received electronically through OpenGov.

The projects to be considered for award under this solicitation are yet to be determined, but will include professional services for projects in which the estimated construction cost of each project does not exceed \$4 million, or professional services for study activity in which each study activity does not exceed \$500,000, as outlined in [Section 287.055\(2\)\(g\), F.S.](#)

Responses to this solicitation are due by **January 24, 2024 at 3:00 PM EST**, and will be opened in a virtual public setting on **January 24, 2024, at 3:00PM EST** at <https://opengov.com>.

1.2 **Pre-Proposal Conference and/or Site Visit (Mandatory/Non-Mandatory)**

There will not be a pre-proposal conference or site visit for this solicitation.

1.3 **OpenGov**

The City of Hollywood uses OPENGOV (<https://procurement.opengov.com/portal/hollywoodfl>) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the solicitation from OPENGOV. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in OPENGOV well in advance of their intention of submitting a response to ensure familiarity with the use of OPENGOV. The City shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of OPENGOV.

1.4 **Point of Contact**

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, William Varandas, Senior Purchasing Agent at wvarandas@hollywoodfl.org or by phone at (954) 921-3345, or Steve Stewart, Chief Procurement Officer (CPO), at sstewart@hollywoodfl.org or by phone at 954-921-3628. Such contact is to be for clarification purposes only. All questions must be submitted in writing via OpenGov by **January 17, 2024, by 3:00 PM EST**, in order to receive a timely response.

Project Manager: Elisa Iglesias, Design and Construction Management, at eiglesias@hollywoodfl.org or by phone at (954) 921-3410.

For information concerning procedures for responding to this solicitation, technical specifications, etc., utilize the question / answer feature provided by OpenGov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of OpenGov Site). No variation in scope or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal or SOQ 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.

1.5 Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-proposal conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

All communications regarding this solicitation should be sent in writing to the Procurement Services Division as identified in this solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm (also referred to as Contractor, Respondent, Consultant) to notify the City utilizing the question / answer feature provided by OPENGOV and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services will be answered within the question / answer feature provided by OPENGOV and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to OPENGOV as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each firm to read and comprehend all addenda issued.

2.1.1 The proposed contracts, if any, shall be subject to availability of funds and in accordance with Florida Statute 287.055, "Consultant's Competitive Negotiation Act." The award of a contract does not guarantee the Respondent that work will be assigned in any given fiscal year. Work will be assigned based on availability and the corresponding expertise of the Consultant to perform the work.

2.1.2 Before the award of a contract, each respondent may be required to demonstrate their capacity, ability, and financial resources, to provide the services as specified herein in a quality manner, and may also be required to show past history and references that will enable the City to articulate their qualifications. Failure to qualify according to the requirements in the solicitation overall may result in disqualification of your submittal (Statement of Qualifications).

2.2 Changes and Alterations

The Consultant may change or withdraw a Statement of Qualifications (SOQ) at any time prior to the due date of this solicitation; however, no oral modifications will be allowed. Modifications shall not be allowed following the due date of this solicitation.

2.3 Consultants' Costs

The City shall not be liable for any costs incurred by Consultant in responding to this solicitation, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes, Discrepancies, Errors and Omissions

The Consultant shall examine this solicitation carefully. The submission of a SOQ shall be prima facie evidence that the Consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Consultant from liability and obligations under the Contract. Any discrepancies, errors, or ambiguities in the solicitation or addenda (if any) should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated into the solicitation. The City will not be responsible for any oral instructions, clarifications, or other communications.

2.4.1 The Consultant shall, at all times, indemnify, hold harmless, and defend the City, its agents, servants, and employees from and against any claim, demand, judgment,

decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.

2.4.2 The Consultant shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

2.4.3. Nothing in the solicitation shall be deemed to affect the rights, privileges, or immunities of the City under the doctrine of sovereign immunity or as set forth in Section 768.28 of the Florida Statutes.

2.5 Acceptance of Responses / Minor Irregularities

2.5.1 The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue this solicitation.

2.5.2 The City reserves the right to disqualify any Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.6 Responsiveness

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

2.7 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.

2.8 Minimum Qualifications

Firms shall have previous design experience in Architecture, various consulting services and relevant experience in the State of Florida within the last five (5) years. Architecture firms must submit proof of experience per the requirements in **Section IV–Submittal Requirements**.

1. Respondent(s) shall hold a current license from the State of Florida as required for each discipline.
2. Respondent(s) shall have been in business under the current Vendor name for a minimum of three (3) years or:
3. Respondent(s) with a new Vendor Name shall have a principal having served as Architect of Record with the prior firms vendor name for at least three (3) years, if applicable.

2.8.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

- 2.8.2** Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2.8.3** As applicable for the selected Architecture and Various Consulting Disciplines(s), the Respondent and each qualifying member of its firm who will be working on the project must have a valid license in the State of Florida and be registered with the Florida Department of Business and Professional Regulation as an Architectural Business Organization.
- 2.8.4** Following the opening of the Statements of Qualifications packages, firms that do not meet the Minimum Qualification Requirements as set forth in this solicitation will not be considered further. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals.

Firms meeting the Minimum Qualification Requirements criteria will have their Statements of Qualifications evaluated and scored according to the selection process set forth in this solicitation.

An Evaluation Committee may select no fewer than three of the highest ranked proposers for oral interviews/presentations. Oral presentations may not be required and will be determined at time of RFQ response.

If it is determined that presentations are needed, please note that Oral presentations are to support what has been provided in the Statements of Qualifications by each firm, exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in firms' Statements of Qualifications shall be presented during oral presentations.

2.9 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire three (3) years from the execution date. The City reserves the right to extend the contract for two (2) additional two (2) year periods, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The City reserves the right to award the contract in any combination of years it deems to be in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service(s) upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and twenty (120) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.10 Lobbyist Ordinance

Any Consultant submitting a response to this solicitation is responsible for being aware of and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

2.11 Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning

whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, Procurement Office at 954-921-3299.

2.12 Protest Procedure

Any Respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's [Procurement Code](#) or any applicable law may protest to the Chief Procurement Officer ("CPO"), by delivering a letter of protest to the CPO in accordance with [Section 38.52](#) of the City's [Procurement Code](#) within five days after a notice of intent to award is posted on the City's web site, OPENGOV, City Clerk's Office, Open Government, and/or City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

2.13 Sub-Consultants

2.13.1 A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this solicitation. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultant are permitted by the City in the performance of the services pursuant to the Contract. Consultant must clearly reflect in its SOQ the major Sub-Consultants(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful Consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither successful Consultant nor any of its Sub-Consultant are considered to be employees or agents of the City. Failure to list all Sub-Consultant and provide the required information may disqualify any proposed Sub-Consultant from performing work under this solicitation.

2.13.2 The Consultant shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant.

2.14 Insurance Requirements

2.14.1 The Consultant will be required and shall require all of its Sub-Consultants and Sub-Contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance, along with required endorsements, as stated below.

2.14.2 Companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida shall issue such policy or policies. The Consultant shall specifically protect City and the City Commission by naming the City and the City Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

- a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Consultant's employees.
- b. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and City's Risk Manager. Sub-Consultants and sub-contractors eligible

for professional liability coverage shall be required to provide professional liability coverage acceptable to the contract administrator and City's Risk Manager on a task order by task order basis.

- c. The Consultant shall provide the Risk Manager of the City an original certificate of insurance and required endorsements for policies required by Article 2.13. All certificates shall state that the City shall be given thirty (30) days prior to cancellation or modification of any stipulated coverage. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, and (3) include special endorsements where necessary. Such policies provided under Article 2.13.2.d. shall not be affected by any other policy of insurance that the City may carry in its own name.

- d. Consultant shall as a condition precedent of the Contract furnish to the City of Hollywood, c/o Office of Procurement Services, 2600 Hollywood Blvd, Room 303, Hollywood, FL 33020, certificate(s) of insurance and endorsements upon execution of the Contract indicating that insurance coverage has been obtained that meets the requirements as outlined below understanding the City reserves the right to lower limits:

Commercial General Liability

LIMITS AND OTHER INFORMATION TO BE PROVIDED BY RISK MANAGEMENT

i. Limits of Liability:

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

ii. Endorsements Required:

- City of Hollywood included as an Additional Insured
- Employees included as insured
- Broad Form Contractual Liability
- Waiver of Subrogation
- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Sub-Contractor as insured
- Primary and Non-Contributory

Automobile business

i. Limits of Liability:

- Bodily Injury and Property Damage Liability
- Combined Single Limit \$1,000,000
- Any Auto
- Including Hired, Borrowed or Non-Owned Autos

ii. Endorsements Required:

Waiver of Subrogation

City Named as Additional Insured on all Contracts and Subcontracts

Workers' Compensation

i Limits of Liability:

Statutory-State of Florida

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease, policy limits

\$1,000,000 Bodily Injury by Disease, each employee

ii. Endorsements Required:

Waiver of Subrogation

Professional Liability/Errors and Omissions Coverage

i Limits of Liability:

Each Claim \$2,000,000

General Aggregate Limit \$3,000,000

Deductible not to exceed \$100,000

Must be in effect for at least 10 years after Project completion

2.14.3 The above insurance requirements are only required to be carried by the Consultant during the term of the assigned Project and provided upon award of the task order, except for Professional Liability/Errors and Omissions insurance which must be in effect for at least ten years after Project completion. **The City reserves the right to request additional insurance based on a specific project scope under the agreement.**

2.14.4 The City is required to be named as additional insured under the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Consultant Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for the work contemplated in a contract shall be deemed unacceptable and shall be considered a breach of contract.

2.14.5 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and must maintain a minimum financial strength rating of "A-", and no less than "Class X" as to financial size, by the latest edition of A.M. Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligation under this section or under any other section of the Contract.

Note: The City reserves the right to require any other insurance it deems necessary depending on the exposure. The City contract number must appear on each certificate.

3.14.6 The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be

responsible for submitting new or renewed insurance certificates to the City at a minimum of 30 calendar days in advance of such expiration.

2.15 Contract

Any subsequent contract will be subject to the Contract included as an attachment (if any) and made a part of this solicitation.

2.16 Award of Contract

A Contract will be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Consultant as is in the City's best interest.

2.17 Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), that it is not engaged in a boycott of Israel, 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. The City may terminate the Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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.

2.18 Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

2.19 Debarred Or Suspended Bidders Or Proposers

Firm(s) 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, state, county or municipal department or agency.

2.20 Public Records

a. Public Records/Trade Secrets/Copyright:

All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

B. PUBLIC RECORDS GENERAL

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Consultant does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

2.21 Unauthorized Work

The Successful Consultant shall not begin work until a Contract has been awarded by the City Commission and the contract has been executed. Construction Manager at Risk agrees and understands that the issuance of a Notice to Proceed shall be issued and provided to the Consultant following execution of a contract.

2.22 Prohibition Against Contingent Fees

The Consultant warrants that they have not and will not employ or retain any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure a contract pursuant to this competitive solicitation, and that they have not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of a contract pursuant to this competitive solicitation.

For breach or violation of this warranty, the City shall have the right to annul the Contract without liability, or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the Consultant firm. This solicitation and prohibitions against contingent fees are issued in accordance with Florida Statutes 287.055.

2.23 Indemnity/Hold Harmless Agreement

The Consultant agrees to protect, defend, indemnify, and hold harmless the City of Hollywood and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Consultant under the terms of any contract that may arise due from this solicitation and the bidding process.

Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

END OF SECTION

SECTION III - SCOPE OF WORK/SERVICES

3.1 Purpose

The City of Hollywood, Florida (City) is actively seeking qualified, experienced, and licensed firm(s) to provide services, as further described in Section 3.2 – Scope of Services. Those firms who are interested in submitting Statement of Qualifications (SOQ) in response to this Request of Qualifications (RFQ) shall comply with Section IV – Submittal Requirements.

This Request for Qualifications is for a Continuing Contracts, as established under Florida Statutes, 287.055, for projects in which the estimated construction cost of each project does not exceed \$4 million, or professional services for study activity in which each study activity does not exceed \$500,000.00.

There is no guarantee of any project being awarded under this solicitation, the City reserves the right to select a Consultant to negotiate with or to issue a new RFQ for any project that may fall under the value determined for a Continuing Contract.

Respondents must select the Architectural and Consulting Services Discipline they are proposing for under this RFQ; if multiple Project Disciplines are being proposed, each proposed discipline must be listed in the Consultant's SOQ.

The City has received funding and grant awards including the following agencies but not limited to; 2019 General Obligation Bond, FEMA and Florida Department of Environmental Protection, future City Capital Improvement Plans and/or varied agency grant awards. The City is interested in entering a continuing contract with a minimum of three (3) firms per discipline to provide architectural & consulting services on an as needed basis for capital projects. Projects may include renovations or new construction of public facilities. If a project receives funding from an outside agency named or not named on this RFQ, the selected Consultant shall execute project specific contract including and containing the grant agency contract conditions.

3.2 Scope of Services

The intent of this "Request for Qualifications" is for the City to enter a continuing contract with a minimum of three (3) firms to provide architectural design services for each discipline for capital projects within the City of Hollywood limits. The City is seeking architectural and consulting services firms with experience in new construction and renovations of municipal projects.

The cumulative amount of fees paid for services provided by each firm under each continuing contract should not exceed \$4 million, or professional services for study activity in which each study activity does not exceed \$500,000.00.

The architectural consultant shall be the prime lead and may team up with sub consultants to provide a variety of professional services beyond what the architectural firm can provide. Such Project Disciplines for which consultants may wish to be considered services may include, but not be limited to:

- Architect*
- Landscape Architect (including certified arborist)*
- Surveyor*

- ADA Compliance Consultant
- Interior Designer
- Cost Estimator Consultant
- Green Building Design Consultant
- Kitchen Equipment Consultant
- Signage and Wayfinding Consultant
- Lighting Consultant
- Private Provider Services
- Public Agency Master Specification Writer
- FEMA sustainability consultant
- FPL consultant

*Subject to the Consultants' Competitive Negotiation Act ([Section 287.055, Florida Statutes](#))

At the discretion of the City of Hollywood's Director or Project Manager, the following standard scope of services may be modified by the negotiated Notice/Authorization to Proceed, if determined to be in the City's best interests.

The following described scope of services will apply to new development or redevelopment projects. Most projects under this Continuing Contract will require individual negotiations for the project scope of services and deliverables. The Consultant agrees to provide complete Architectural and/or Engineering design services negotiated or set forth in the five phases enumerated hereinafter and in the Florida Building Code, the City of Hollywood, Florida, Code of Ordinances, Florida Department of Transportation, Federal and State regulations and Broward County requirements; including all required sub consultants for the delivery of the specific project assignment.

On projects for which the City has contracted with a Construction Manager (CM), the Consultant shall work in conjunction with the CM to establish goals and produce Construction Documents which meet the City's objectives and budget, noting that the CM shall provide and update the cost estimate and construction schedule as required.

3.2.1.A– Programming, Master Plan, Site Plan and Schematic Design (Phase 1):

- 1) The Consultant shall confer with representatives of the City's Director or designee to review and re-establish the Program, consisting of a detailed listing of all functions, scope of work, inventory of existing conditions, project vision, requirements and goals, project limits and uses together with each assignable space, image, theme and design vocabulary.
- 2) The Consultant shall prepare and present, for approval by the City, up to three Master Plan Options, up to three Site Plan options to provide required project proposed use, Design Concept and Schematics Report, comprising the Schematic Design Studies, including an identification of any special requirement affecting the Project, a Project Development Schedule and Statement of Probable Construction Cost (the estimate will be prepared by the CM if part of the project team) as defined below:

- a. The Schematic Design Studies shall consist of site and floor plans, elevations, sections, etc. as required by the Project Manager and shall show the scale and relationship of the parts and the design concept of the whole.
 - b. The Project Development Schedule shall show the proposed completion date of each Phase of the Project through planning, design, permitting, bidding, construction, and proposed completion dates.
 - c. The Statement of Probable Construction Cost (when applicable) shall include a summary of the estimated cost of the mechanical, electrical and plumbing elements, professional fees, construction contingency allowance, escalation factors adjusted to the estimated bid date, movable equipment (if any), contingencies (if any), utility service extensions (if applicable), and funding allocation evaluation comprising a brief description of the basis for estimated costs (similar projects) with square foot costs adjusted to bid date, and a preliminary evaluation of the program and the allocated construction funds in terms of each other.
- 3) The Consultant shall submit three copies of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next step in this Phase until the documents have been approved by the City and a Notice/Authorization to Proceed with the next steps in the phase has been issued.
 - 4.) The Consultant shall submit copies as required to obtain plat approval if required, Site Plan approval from the Planning and Zoning Board, if required. The consultant shall make presentations of the project to the Pre-Application Conceptual Oversight Committee, Technical Advisory Committee, Planning and Zoning Board, and other Public meetings as needed. Attending public meetings, rendered site plans, elevations, 3D elevations, and color presentations will be required for this phase. The consultant shall make revisions as needed to obtain Site Plan approval and a change of use.
 - 5.) Consultant to record comments and suggestions, prepare meeting minutes, and provide written responses to all comments, including information about why the comment/suggestion was or was not incorporated into the design. These responses will be included in the 60% plans presentation.
 - 6.) Consultant to provide document detailing Green Building rating system goals and outline of how to achieve desired certification level (when applicable).
 - 7.) Attendance at bi-weekly design progress meetings will be required. These meetings will be held via teleconference unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in person.

3.2.1.B– Design Development (Phase 2):

- 1) From the approved Schematic Design documents, the Consultant shall prepare and present, for approval by the City, an updated project design and permitting schedule, Design Development Documents, comprising the drawings, 3-dimensional renderings, contextual perspective renderings, traffic/drainage studies and

associated comprehensive multi-disciplinary studies, outline specifications and other documents to delineate and describe the size and character of the entire Project as to mechanical, electrical and plumbing engineering design, construction and finish materials and details and other items incidental thereto, feedback and resubmittal to the governing agencies, written responses to concept plan comments and as required by the Project Manager.

- 2) At this presentation the Consultant shall also submit an updated Statement of Probable Construction Cost (which will be prepared by a Construction Manager, if applicable). If the updated Statement of Probable Construction Cost exceeds the total budgeted amount, appropriate cost or scope reduction recommendations must be included.
- 3) The Consultant shall submit three sets of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next Phase until the City has approved the documents.
- 4.) Attendance at least two public meetings may be required, in addition, the preparation and presentation of a PowerPoint presentation including updated renderings and project information shall be included. Consultant must provide written responses to all comments from the initial public meeting presentation, including information about why the comment/suggestions was or was not incorporated into the design. Consultant to prepare meeting minutes and provide written responses to all comments for every meeting
- 5.) Attendance at bi-weekly design progress meetings. These meetings will be held teleconference unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in-person.
- 6.) All required preliminary submittals for project permitting, including any required permit coordination meetings, plan revisions, and re-submittals.
 - For City of Hollywood permits, the City will pay through interoffice transfer
 - For outside agencies, the Consultant will pay any review fees and will be reimbursed upon submittal and approval of expense documentation
- 7.) All required Utility Coordination.
- 8.) Value Engineering beginning at 30% plans if construction cost estimate is more than 95% of construction budget.
- 9.) A project-specific MOT and phasing plan for each phase of construction will be included in the project plans beginning with the 60% plan submittal.

3.2.1.C– Construction Documents Development (Phase 3):

From the approved Design Development Documents, the Consultant shall prepare for approval by the City, and in accordance with the City's format, Final Construction Documents setting forth in detail the requirements for the construction of the Project in

accordance with the Project Manager. The Consultant is responsible for full compliance of the design and the Construction Documents with all applicable codes.

1) 60% Construction Documents Submittal:

The Consultant shall make a 60% Construction Documents submittal, for approval by the City, which shall include:

- a. Three sets of prints of all drawings, specifications, perspective and visual supporting graphic information as required by the Project Manager.
- b. A complete index of every drawing sheet, to become part of the Construction Documents, and the Consultant's evaluation of the individual percentage completion of each sheet.
- c. More than sixty percent (60%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project. Specifications shall be in CSI format.
- d. Coordinating with the Construction Manager, if available, to provide an updated Statement of Probable Construction Cost, as indicated by time factor, changes in requirements, or general market conditions, and an updated Project Development Schedule.

A Notice/Authorization to Proceed with the completion of the Design Development Phase will not be issued if the latest Statement of Probable Construction Cost exceeds the Total Authorized Design Value, unless the City increases the Total Authorized Design Value or the Consultant and the City agree on methods of cost reduction sufficient to enable construction within the funds available.

- e. Where applicable, approved additive alternate bid items in the Construction Documents to permit the City to award a Construction Contract within the limit of budgeted amount.

2) The Consultant shall not proceed with further development until approval of the 60% documents is received from the City. The Consultant shall make all changes to the documents and resolve all questions indicated on the documents. The 60% complete Check Set shall be returned to the City.

3) 100% Construction Documents Submittal:

- a. Upon 100% completion of the Construction Documents, the Consultant shall submit to the City three copies each of check sets of the Drawings, Specifications, reports, programs, etc., together with a final, updated Statement of Probable Construction Cost from the Construction Manager, if applicable.

- b. The Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the City. Upon final approval by the City, the Consultant shall furnish one copy of all Drawings and Specifications, along with a reproducible set and an electronic copy to the City without additional charge.
- c. The Consultant shall assist the City in filing the required documents for approval by governmental authorities having jurisdiction over the Project and in obtaining certifications of "permit approval" by reviewing authorities prior to printing of the Bid Documents. The Consultant shall make the original documents or reproducible copies thereof available to the City for reproduction of additional copies as may be required for bidding and/or construction purposes. Facilitating a Public Workshop may also be required.

3.2.1.D– Bidding and Award of Contract (Phase 4):

1) Bid Documents Approvals and Printing:

Upon obtaining all necessary approvals of the Construction Documents, and approval by the City of the latest Statement of Probable Construction Cost, the Consultant shall assist the City, where applicable, in obtaining bids and awarding construction contracts or coordinating with the Construction Manager for same.

The City may have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Consultant.

2) Issuance of Bid Documents, Addenda and bid opening, in situations where projects are to be constructed without the services of a Construction Manager:

a. The City shall issue the Bid Documents to prospective bidders and keep a complete "List of Bidders". The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at the Office of the City.

b. The Consultant shall prepare addenda, if any are required, for the City to issue to all prospective bidders. No addendum shall be issued without the City's approval.

c. The Consultant shall be present at the bid opening, with the City's representatives.

3) If the lowest responsive, responsible Base Bid received, or the Construction Manager's Guaranteed Maximum Price (GMP), exceeds the Total Authorized Design Value, the City may:

a. Approve the increase in Project cost and award a contract, or

b. Reject all bids and rebid the Project, or if a Construction Manager is being utilized, reject the proposed Guaranteed Maximum Price (GMP) and

negotiate with another Construction Manager, within a reasonable time with no change in the Project, or

- c. Direct the Consultant to revise the Project scope or quality, or both, as approved by the City, and rebid the Project, or
- d. Suspend or abandon the Project.

NOTE: Under item (3)c above the Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the budgeted amount. The providing of such service shall be the limit of the Consultant's responsibility in this regard, and having done so, the Consultant shall be compensated in accordance with this Agreement. The City may recognize exceptional construction market cost fluctuations before exercising option (3)c above.

It is agreed that any "Statement of Probable Construction Cost" or Detailed Cost Estimate prepared by the Consultant or the Construction Manager (if applicable) represents a reasonable estimate of cost in the Consultant's or Construction Manager's best judgment as a professional familiar with the local construction industry, and that neither the Consultant, Construction Manager nor the City, has any control over the cost of labor, materials, and equipment, bidders' methods of determining bid prices, competitive bidding, or market conditions. Therefore, the Consultant cannot and does not guarantee that bids will not vary from the final Statement of Probable Construction Cost or Detailed Cost Estimate prepared by the Consultant or Construction Manager, if applicable.

If the Latest Statement of Probable Construction Cost exceeds the budgeted amount, the Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the City) that will result in bids within the available funds.

Evaluations of the City's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant or Construction Manager (if applicable) represent the Consultant's or Construction Manager's best judgment as a professional familiar with the construction industry. Prior to authorizing the Consultant to proceed with preparation of the Final Design, the City may establish and communicate to the Consultant a maximum sum for the cost of construction of the Project ("Construction Budget"). If the City has not advertised for bids within ninety (90) days after the Consultant submits the Final Design to the City, the estimate of the cost of construction may be adjusted. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, the City may require the Consultant to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the City if all responsive and responsible bids received exceed the Construction Budget.

3.2.1.E– Administration of the Construction Contract (Phase 5):

- 1) The Construction Phase will begin with the award of the Construction Contract and will end when the City approves the Contractor's final Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract.
- 2) The Consultant, as the representative of the City during the Construction Phase, shall advise and consult with the City and shall have authority to act on behalf of the City to the extent provided in the General Conditions and the Supplementary Conditions of the Construction Contract.
- 3) The Consultant shall visit the site at least bi-weekly (or as necessary), and at all key construction events, and the Consultant's respective Subconsultants shall visit the site bi-weekly (or as necessary), to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Consultant shall endeavor to guard the City against defects and deficiencies in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement.

The Consultant will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Consultant be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the Work in accordance with the Contract Documents.

- 4) The Consultant shall furnish the City with a written report of all observations of the work made by the Consultant and the Subconsultants during each visit to the Project. The Consultant shall also note the general status and progress of the work and submit it in a timely manner. The Consultant and the Subconsultants shall ascertain that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings.
- 5) Based on observations at the site and consultation with the Project Manager, the Consultant shall determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the Consultant to the City that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents subject to:
 - a. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
 - b. The results of any subsequent tests required by the Contract Documents.
 - c. Minor deviations from the Contract Documents correctable prior to completion.

- d. Any specific qualifications stated in the Payment Certificate and further that the Contractor is entitled to payment in the amount agreed upon at the requisition site meeting.

By recommending approval of a Payment Certificate, the Consultant shall not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Construction Contract Sum.

- 6) The Consultant shall be an interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 7) Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor, and shall not show partiality to either.
- 8) The Consultant shall have authority to recommend rejection of work which does not conform to the Contract Documents. Whenever, in the Consultant's reasonable opinion, it is necessary or advisable to insure compliance with the Contract Documents, the Consultant will have authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated and delivered to the Project, or installed and completed. The Consultant shall provide such normal mechanical, electrical, structural, landscape or other related inspection expertise as necessary to determine compliance with the Construction Contract.
- 9) The Consultant shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. The Consultant shall prepare color boards or illustrative renderings to review the color selections, landscape/lighting/hardscape site furniture, and material palette, for all finish materials with the City Director and furnish the approved colors to the Contractor in a timely manner so as not to delay the construction progress. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Project Manager.
- 10) The Consultant shall initiate Change orders for the City's approval as required by the Consultant's observations, or requested by the City; and review and recommend action on proposed Change Orders within the scope of the Project initiated by others.
- 11) The Consultant shall examine the Work upon receipt of the Contractor's Request for Substantial Completion Inspection of the Project and shall, prior to occupancy, recommend execution of a Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with

the contract requirements. A punch list of any defects and discrepancies in the Work required to be corrected by the Contractor shall be prepared by the Consultant and the Subconsultants in conjunction with representatives of the City, and satisfactory performance obtained thereon before the Consultant recommends execution of a Certificate of Final Acceptance and final payment to the Contractor. The Consultant shall obtain from the Contractor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and the specifications, and deliver them to the City.

- 12) The Consultant shall provide assistance in obtaining the Contractor's compliance with the Contract Documents relative to 1) initial instruction of City's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project.
- 13) The Consultant shall furnish to the City, the original drawings, revised to "as-built" conditions based on information furnished by the Contractor; such drawings shall become the property of the City.
- 14) The Consultant shall monitor construction progress of Green Building design items; ensure that project is on track and meet all expected Green Building rating system requirements as mandated by the City of Hollywood Ordinance § 151.010 GREEN BUILDING CONSTRUCTION. File all expected Green Building certification application documents and remain involved in the process until project receive agreed upon level of certification. (When applicable).

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 All proposals or Statements of Qualifications (SOQs) must be submitted with the solicitation number, submittal due/opening date, and title clearly marked on the cover page.

4.1.2 Submittals will be received electronically through OpenGov.

The proposer understands that the information contained in the Statement of Qualifications is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any Statement of Qualifications, relating to the qualifications of the Proposer as may be required by the City.

A representative who is authorized to contractually bind the firm shall sign the STATEMENT OF QUALIFICATION CERTIFICATION or ACKNOWLEDGEMENT FORM. Omission of a signature on that page may result in rejection of your Statement of Qualifications.

The City of Hollywood uses OPENGOV (<https://procurement.opengov.com/portal/hollywoodfl>) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, responding to questions / requests for information. There is no charge to register and download the solicitation from OPENGOV. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in OPENGOV well in advance of their intention of submitting a response to ensure familiarity with the use of OPENGOV. The CRA shall not be responsible for a proposer's inability to submit a response by the end date and time for any reason, including issues arising from the use of OPENGOV.

4.1.3 Careful attention must be given to all requested items contained in this solicitation. Consultants are invited to submit responses in accordance with the requirements of this solicitation. Please read the entire solicitation before submitting an SOQ. Consultant must provide a response to each requirement of the solicitation. Responses should be prepared in a concise manner, with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this solicitation text is followed.

4.1.4 All information submitted by Proposer shall be typewritten or provided as otherwise instructed in the solicitation. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

4.1.5 Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.

4.1.6 All responses will become the property of the City. The Proposer's response to the solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material

submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

4.2 Contents of the Statement of Qualifications

The following information and documents are required to be provided with SOQ responses to this solicitation. Failure to do so may deem your SOQ non-responsive.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this solicitation.

Statements of Qualifications are limited to a maximum page count of 100; pages must be numbered to verify quantity. Table of contents, Tab dividers and required forms are excluded from the page count. Statements of Qualifications must have a front cover that contains the following information:

Company Name
Solicitation and Title of the Solicitation
Submittal Due Date

All firms responding to this solicitation, in order to be considered, must demonstrate and submit as part of the solicitation submittal the following requirements stated within this section. The responses shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the Scope of Services and/or specifications. Additional documents and information should be provided as deemed appropriate by the Consultant in response to specific requirements stated herein or through the solicitation.

Proposals or Statements of Qualifications should be organized using the following sections format:

Tab A: Table of Contents
Tab B: Executive Summary
Tab C: Firm Qualifications and Experience
Tab D: Organizational Profile and Project Team Qualifications
Tab E: Approach to Scope of Work
Tab F: Knowledge of the Site and Local Conditions

Tab G: References – Vendor Reference Form
Tab H: Sub Consultant Information
Tab I: Financial Resources
Tab J: Legal Proceedings and Performance
Tab K: Minority (MBE and SBE) Participation
Tab L: Required Forms

Note: Do not include pricing - Compensation will be requested and considered only during the negotiation process per project.

4.2.1 Tab A: Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Tab B: Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service the Contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the SOQ. Statement of Qualifications Tab Information should include:

1. Basic company information.
 - a. Company name
 - b. Address with zip code
 - c. Telephone and Fax number
 - d. Email address
 - e. Name of primary contact

4.2.3 Tab C: Firm Qualifications and Experience

Respondents are to submit complete information and documentation that demonstrates their ability to satisfy all minimum qualifications and scope of service requirements.

Indicate the firm's number of years of experience in providing the services as it relates to the work and services contemplated in this solicitation.

Indicate business structure, i.e., Corporation, Partnership, or LLC.

Firm must be registered as a legal entity in the State of Florida, and shall include the firm's address, phone number, fax number, email address, web site, contact person(s), etc.

Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Partnership, and LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Tab D: Organizational Profile and Project Team Qualifications

This section shall include a detailed profile of the organization and identify the project team. This section shall also include resumes of the architectural and/or consulting services project team. Lastly, include details of how each team member will contribute to the project, in what capacity, and the level of involvement including their expertise. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the design and project manager(s) for the City.

1. Provide organizational chart of personnel proposed key personnel to manage this project.
2. Performance, experience and qualifications
3. Sub Consultants/Sub Contractors

Indicate what portion of the work, if any, will be subcontracted to any third party. No subconsultant or subcontractor shall be replaced unless the replacement subconsultant or subcontractor has been approved by the City.

4. Provide brief resumes of persons to be assigned to the project and their respective responsibilities, including, but not limited to:
 - a. Name and title.
 - b. Job assignment performed for other projects.
 - c. How many years with your firm.
 - d. How many years with other firms
 - e. Provide a complete description of the experience and qualifications of the individuals who are proposed to be assigned to the City's Projects,
 - f. Any special experience that makes your firm well suited for municipal design

4.2.5 Tab E: Approach to Scope of Work

Give an overview on your proposed vision, approach, ideas and methodology in managing continuing services contracts. As part of the project approach, the firm shall address the following;

1. Describe your approach to performing the work. This should include the following points: Your plan for this project outlining major tasks and responsibilities, project time schedule and staff assigned.
2. Provide information on your firm's current workload and how this project will fit into your workload.
3. Describe firm's demonstrated ability to solve complex project issues.
4. Describe available facilities, technological capabilities and other available resources you offer for the project

5. Proposed scheduling methodology (timeline) for effectively managing and executing the work in the optimum time
6. Please describe your firms approach to team scalability to support various projects simultaneously under this contract.

4.2.6 Tab F: Knowledge of Site and Local Conditions

Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances.

1. Consultant must demonstrate experience working in local areas affected by low elevation lines, points and as well as areas prone to hurricanes wind forces.
2. Knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials.
3. Knowledge of local permitting agencies, procedures, testing protocols.
4. Experience working in project with complex logistical challenges including occupied facilities, public safety and other safety considerations.

4.2.7 Tab G: References

Each responding firm should provide a minimum of (3) three **client references**, preferably government agencies, for projects or contracts of this solicitation. The City will conduct reference checks as a component of the due diligence to determine the capability of firms to be able to perform the requirements of the project.

Note: Do not include City of Hollywood work or staff as references to demonstrate your capabilities. The Evaluation Committee is interested in work experience and references other than the City of Hollywood.

Statement of Qualifications Tab Information should include:

For each reference, respondents must complete the “**Vendor Reference Form**” in the required forms section, and each firm responding to this solicitation must provide the following information for each of the references provided and ensure that the contact information you are providing is up to date.

4.2.8 Tab H: Sub Consultants Information

Consultant must clearly identify any sub-consultants that may be utilized for the Work in accordance with the Contract.

4.2.9 Tab I: Financial Resources

Statement of Qualifications Tab Information should include:

1. Each Proposer shall provide a financial summary statement in writing, signed by a duly authorized representative, stating the present financial condition of the Proposer, and disclosing information as to Proposer’s

involvement in any prior or current bankruptcy proceedings.

4.2.10 Tab J: Legal Proceedings and Performance

Statement of Qualifications Tab Information should include:

Provide a letter on your firm's letterhead indicating if your firm has been part of litigation or is current involved in any legal disputes and or have been terminated. Provide details of these occurrences and the associated projects. If your firm has not been involved in any litigation or been terminated for default include this on a letter with your firm's letterhead.

Provide a list of legal proceedings against your firm in the last five years. This shall include legal proceedings for the entire company.

1. Arbitrations; List all construction arbitration demands filed by or against your firm in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.
2. Lawsuits: List all construction related lawsuits (other than labor or personal injury litigation) filed by or against your firm in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.
3. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past five years concerning any labor practices by your firm. Identify the nature of any proceeding and its ultimate resolution. Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of your company in the last five years. Identify the nature of any proceeding and its ultimate resolution.
4. Bankruptcies: Has your firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).
5. Has a contract to which you were a party even been terminated by the other party?
6. Have you ever had to use bonding moneys to complete a project or to pay a subconsultant or supplier?

4.2.11 Tab K: Minority (MBE and SBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified MBE, describe your company's previous efforts, as well as planned efforts in meeting MBE procurement goals under Florida Statutes 287.09451.

4.2.12 Tab L: Required Forms

Statement of Qualifications Tab Information should include:

Include all of the following required forms:

- **Discipline Selection Form**
- **Vendor Reference Forms**

- 4.3** By submitting an SOQ each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a), Florida Statutes.
- 4.4** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making an award in the best interest of the City.

END OF SECTION

SECTION V – EVALUATION

5.1 Evaluation Procedure

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City staff, or other persons selected by the City 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. Any firm(s) involved in a joint venture in its SOQ will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The committee shall short list no less than three (3) submittals, assuming that three submittals have been received, that it deems best satisfy the criteria set forth herein and attempt to select the best qualified firm(s) for the architectural discipline identified by the respondent. The committee shall review and evaluate proposals, and will determine if interviews, and/or oral presentations are required 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 solicitation, and deliberations of the Evaluation Committee at publicly advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the evaluation committee to conduct evaluations. The selection committee may elect to provide a recommendation of award during the initial evaluation criteria without the need for oral presentations.
- 5.1.3** The ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to negotiate and execute a contract with the top ranked firm(s). If the City is unable to reach an agreement with the top ranked firm(s), negotiations will be cancelled at the sole discretion of the City. City staff will then begin negotiations with the next ranked firm(s) and so forth until an agreement is reached and a contract awarded

5.2 Evaluation Criteria

- 5.2.1** 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 City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- 5.2.2** Each evaluation committee will first evaluate the Statement of Qualifications for each of the category items included in Section 5.3. Following their review, each selection committee member will score each firm by providing their score for each of the evaluation criteria items by using the maximum points established for each. Once all the selection committee total score is finalized, a gross total score for each firm will be calculated by adding the total score of all selection committee members. Then, the gross total score per firm will be

averaged by the number of selection committee members. The final average score will be used to determine the firm's ranking.

Using the average scores each firm will be ranked as 1, 2, 3, etc. The highest average score will receive the highest ranking. Once the initial selection criteria rankings is completed, the selection committee may determine Oral Presentations are not necessary and provide a final recommendation for contract award based using the initial selection criteria rankings. This scoring methodology will be used for Initial Evaluation and Oral Presentations. Scores from the initial evaluation will not carry towards the oral presentation or final award recommendation.

Sample Calculation Table – the following table has been provided to as an example to demonstrate the scoring calculation method and approach. Each selection criteria will carry a maximum amount of points which will be reflected on the selection committee's blank score card.

Sample Scoring Calculation

Total Scores from Selection Committee Score Card

Committee Score Card	Committee Member 1	Committee Member 2	Committee Member 3	Gross Score
Firm 1	95	85	90	270
Firm 2	90	82	75	247
Firm 3	85	80	70	235

Final Ranking Calculation

Firm Name	Gross Score	Firm Average Score	Firm Final Ranking
Firm 1	270	90.00	1
Firm 2	247	82.33	2
Firm 3	235	78.33	3

5.3 Weighted Evaluation Criteria

5.3.1 Initial Selection Criteria

Each firms SOQ will be evaluated based on the following criteria:

Category Title	Description	Points
Firm Qualifications and Experience	Overall approach, similar project experience and project management, as specified in Section 4.2.3, Tab C.	25
Organizational Profile and Project Team Qualifications	Professional experience and qualifications of team members, as specified in Section 4.2.4, Tab D.	25
Approach to Scope of Work	Overview of proposed vision, ideas, and methodology, as it relates to meeting typical discipline project scope, budget and time-line	25

	for completion, as specified in Section 4.2.5, Tab E	
Past Performance and References	Provide at least three references, preferably from government entities, for completed projects with similar scope contained in this RFQ, as specified in Section 4.2.7, Tab G	15
Value of Past Contract Awards by the City in the last 5-years	Volume of work awarded to each firm with the object of equitable distribution among equally qualified firms, provided such does not violate the principle of the selection of the most qualified firm (firms with the highest total amount of project fees for all contracts with the City will be given less points). Points for this criteria will be awarded as follows:	5

Volume of Work total fees	Points
\$0 to \$200,000	5
\$200,001 to \$600,000	4
\$600,001 to \$1,000,000	3
\$1,000,000,001+	2

Location of Consultant Office Managing Project	Proximity and overall distance from Consultant's office that will perform the work to the City of Hollywood. Points for this criteria will be awarded as follows:	5
Location of Office		Points
Within 35 miles of City Hall		5
Within 35 to 60 miles of City Hall		3
Within 60-90 miles of City Hall		2
More than 90 from City Hall		1

5.3.2 Oral Presentation Criteria

If required, shortlisted firms shall present an oral overview of their approach to perform work on this particular project and their ability to meet the City's required project needs. The shortlisted firms will also answer any additional questions that the Committee may have. The Oral Presentation will be limited to 30 minutes after which a question and answer period not exceeding 15 minutes will commence.

Shortlisted firms will be scored on an ordinal basis (i.e. 1, 2, 3, etc.). A score of 1 will be given to the firms considered most qualified to prove the required services to the City, followed by a score of 2 being given to the next firm considered most qualified, and so on and so forth. The firm with the fewest total points will be ranked number 1.

5.4 Contract Award

5.4.1 The City reserves the right to award a contract(s) to the Consultant who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its sole discretion, to accept or reject any or all submittals. The City also reserves the right to waive

minor irregularities or variations of the submittal requirements and solicitation process.

- 5.4.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.
- 5.4.3** The City Manager shall appoint a contract administrator or project manager for each Contract 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 City Manager.

END OF SECTION