

Solicitation RFQ-4653-20-DCM

Architectural/Engineering Consulting Services for Hollywood Beach Golf Course

Bid Designation: Public



City of Hollywood, Florida

Bid RFQ-4653-20-DCM

Architectural/Engineering Consulting Services for Hollywood Beach Golf Course

Bid Number **RFQ-4653-20-DCM**

Bid Title **Architectural/Engineering Consulting Services for Hollywood Beach Golf Course**

Bid Start Date **Sep 30, 2020 4:34:01 PM EDT**

Bid End Date **Nov 3, 2020 3:00:00 PM EST**

Question &

Answer End **Oct 15, 2020 5:00:00 PM EDT**

Date

Bid Contact **Ginah Joseph**

Procurement Contracts Officer

Procurement

Gijoseph@hollywoodfl.org

Bid Contact **Paul Bassar**

Contract Compliance Officer

pbassar@hollywoodfl.org

Description

The City of Hollywood, Florida ("City") is actively seeking qualified, experienced, and licensed firm(s) to provide **Architectural/Engineering Consulting Services**, as further described in Section III – Scope of Services. Those firms who are interested in submitting Statements of Qualification ("SOQ") in response to this Request for Qualifications ("RFQ") shall comply with Section IV – Submittal Requirements.

The statement of qualifications shall be delivered in the following manner:

UPS, Federal Express Or Other Delivery Carrier (No Drop Off) For Bids:

Records & Archives Division, Attn: Bids Annex Building, Room 16W 2600 Hollywood Blvd Hollywood, FL 33020

United States Post Office Mail Delivery for Bids:

Office of the City Clerk, Attn: Bids PO Box 229045 Hollywood, FL 33022-9045



Architectural / Engineering Consulting Services for

Hollywood Beach Golf Course & Clubhouse

Solicitation # RFQ-4653-20-DCM

for

Department of Design and Construction Management

Issue Date: September 30, 2020

Closing Date: November 3, 2020 at 3 p.m.

Pre-Proposal Meeting (mandatory) Date: N/A

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33022

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): _____ Federal Tax Identification Number: _____

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

Phone Number (include area code): _____ Fax Number (include area code): _____

Company's Internet Web Address: _____

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/RESPONDENT CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/RESPONDENT SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/RESPONDENT FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Respondent's Authorized Representative's Signature: Date

Type or Print Name: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/RESPONDENT TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/RESPONDENT TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLD HARMLESS / INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FROM THE AWARD PROCESS

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk’s Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



A.

**Bid/Proposal Name: Architectural / Engineering Consulting Services
for**

Hollywood Beach Golf Course & Clubhouse
Bid/Proposal Number: RFQ-4653-20-DCM
Bid/Proposal Opening Date: November 3, 2020

Firm Name/Address: _____

Return to:

City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020

RESPONSE MUST INCLUDE:

- One original**
- Six Copies**
- One complete electronic copy (USB)**

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and Respondents relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/responder. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

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, during the period in which a formal solicitation is open, between vendors and vendor's representatives and City elected officials, management, staff, and non-employees appointed to evaluate or recommend selection.

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, or City Attorney or 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-bid 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 that ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's official website at <http://www.hollywoodfl.org/ConeOfSilence>.

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

Section I – Introduction and Information

1.1 INTENT:

The purpose of this competitive process is to ensure City of Hollywood’s compliance with Section 287.055 Florida Statutes known as the “Consultants’ Competitive Negotiation Act” (CCNA). The CCNA establishes contracting procedures by which cities must select architects, professional engineers, landscape architects, and surveyors and mappers (“Professional Firms”) for architectural, engineering, landscaping and mapping services (“Professional Services”). The CCNA process allows for professional firms to be chosen on quality of personnel, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the City.

1.2 Purpose

The City of Hollywood, Florida (“City”) is actively seeking qualified, experienced, and licensed firm(s) to provide **Architectural/Engineering Consulting Services**, as further described in Section III – Scope of Services. Those firms who are interested in submitting Statements of Qualification (“SOQ”) in response to this Request for Qualifications (“RFQ”) shall comply with Section IV – Submittal Requirements.

1.3 Submission Deadline

Sealed responses shall be delivered to the City Clerk’s Office, Room 221, during the City’s normal business hours in a sealed envelope and addressed to Office of Procurement Services, 2600 Hollywood Boulevard, Hollywood, FL 33020 (City Hall) no later than date and time indicated, at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City’s normal business hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m. excluding holidays observed by the City.

1.4 Information and Clarification

For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question / answer feature provided by BidSync. 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 BidSync Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of an SOQ will be considered evidence that the Respondent has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

1.5 Pre-Proposal Meeting

A pre-proposal meeting is not currently scheduled for this solicitation.

1.6 BIDSYNC

The City uses BIDSYNC (www.bidsync.com) 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 RFQ from BIDSYNC. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for a Respondent’s inability

to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

1.7 Point of Contact

City of Hollywood

Paul Bassar, Director

Ginah Joseph, Purchasing Agent

2600 Hollywood Boulevard

Hollywood, FL 33020

E-mail: pbassar@hollywoodfl.org; gijoseph@hollywoodfl.org

Section II – Special Terms and Conditions

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the City utilizing the question / answer feature provided by BIDSYNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this RFQ. 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 BIDSYNC 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 BIDSYNC as a separate addendum to the RFQ. 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 contract shall be for a single contract in accordance with Florida Statute 287.055, "Consultants' Competitive Negotiation Act." The award of a contract does not guarantee that work will be assigned in any given fiscal year. Work will be assigned based on availability and the corresponding expertise of the Respondent to perform the work. This is a non-continuing contract.

2.1.2 Before the award of a contract, the Respondent may be required to demonstrate their capacity, ability, and financial resources, to provide the services 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 may result in disqualification of your submittal.

2.2 Changes and Alterations

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

2.3 Respondents' Costs

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

2.4 Mistakes, Discrepancies, Errors and Omissions

The Respondent shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the Respondent 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 Respondent from liability and obligations under the Contract. Any discrepancies, errors, or ambiguities in the RFQ 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 to the RFQ. The City will not be responsible for any oral instructions, clarifications, or other communications.

2.4.1 The Respondent 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 Respondent, its agents, servants, or employees.

2.4.2 The Respondent 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 Respondent, 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 RFQ 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 that 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 give a respondent an advantage or benefit not enjoyed by other Respondents, does not adversely impact the interests of other firms, and does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

2.5.2 The City reserves the right to disqualify a Respondent 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 Respondent.

2.6 Responsiveness

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

2.7 Responsibility

In order to be considered as a responsible firm, the firm shall be fully capable to meet all of the requirements of the RFQ 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

The Respondent and its firm shall have previous experience designing support amenities for golf facilities (clubhouse, maintenance buildings, cart barns, etc.) and/or in golf course site planning and obtaining site plan approval including County and State Permits, in the State of Florida within the last 10 years. Respondent shall submit proof of experience for a minimum of three projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Respondent; and its client's name, address, telephone number and e-mail address.

2.8.1 The Respondent's 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 the Respondent's 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 The Respondent and each member of its firm who will be working on the project must have a valid Architectural and/or Engineering License in the State of Florida and be registered in the Department of Business and Professional Regulation as an Architect and/or Engineer. The A/E must also have experience designing Golf Course facilities and/or facility site planning, obtaining site plan approval including County and State Permits.

2.9 Contract Term

The Respondent recognizes that TIME IS OF THE ESSENCE in this RFQ and resulting contract. The Work shall commence within 30 calendar days (20 working days) of the date of the Notice to Proceed.

The Work shall be Substantially Completed within 1,460 calendar days (960 working days) after the date when the contract time commences to run as provided in the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with the contract within 1,490 calendar days (980 working days) after the date when the contract time commences to run as provided in the Notice to Proceed.

In the event services are scheduled to end because of the expiration of the contract, the Respondent/Consultant shall continue the service 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 Respondent shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

The above are the general terms for this project, upon award and execution of the contract, the terms and conditions of the contract will govern the project.

2.10 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 that may be obtained from the City Clerk's Office on the 3rd floor of City Hall, 2600 Hollywood Blvd, Hollywood, FL, or may be viewed on the City's website at <http://www.hollywoodfl.org>. 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 Protest Procedure

2.11.1 Any Respondent or bidder 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, City Clerk's Office, Open Government, Sunshine Board. <https://www.hollywoodfl.org/Archive.aspx?AMID=140>

2.11.2 Section 38.52 of the Procurement Code may be obtained by requesting a copy of the recently adopted Procurement Code from the CPO.

2.12 Sub-Respondents

2.12.1 A Sub-Respondent is an individual or firm contracted by the Respondent or the Respondent's firm to assist in the performance of services required under this RFQ. A sub-Respondent shall be paid through Respondent or Respondent's firm and not paid directly

by the City. Sub-respondents are permitted by the City in the performance of the services pursuant to the contract. The Respondent must clearly reflect in its SOQ the major sub-respondent(s) to be utilized in the performance of required services. The City retains the right to accept or reject any sub-respondent proposed in the response of the successful Respondent or prior to contract execution. Any and all liabilities regarding the use of a Sub-Respondent shall be borne solely by the successful Respondent and insurance for each sub-respondent must be maintained in good standing and approved by the City throughout the duration of the contract. Neither the successful Respondent nor any of its sub-respondents are considered to be employees or agents of the City. Failure to list all sub-respondents and provide the required information may disqualify any proposed sub-respondent from performing work under this RFQ.

2.12.2 Respondents shall include in their responses the requested sub-respondent information and include all relevant information required of the Respondent. In addition, within five working days after the identification of the award to the successful Respondent, the Respondent shall provide a list confirming the sub-respondent(s) that the successful Respondent intends to utilize in in doing the work and the Contract will include the sub-respondents, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each sub-respondent, the services sub-respondent will provide relative to any contract that may result from this RFQ, any applicable licenses, insurance, references, ownership, and other information required of Respondent.

2.13 Insurance Requirements

2.13.1 Respondent will be required and shall require all of its sub-respondents 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 and as set forth in the executed contract after the Respondent has been awarded the contract.

2.13.2 Upon the City's notification, the Respondent shall furnish to the Office of Procurement Services and Contract Compliance Certificates of Insurance and required endorsements that indicate that insurance coverage has been obtained that satisfies the requirements outlined below.

- a.** Workers' Compensation Insurance for all employees of the respondent as required by Florida Statutes Chapter 440. Should the respondent be exempt from this statute, the respondent and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt respondent shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of the Contract, or (ii) a copy of a Certificate of Exemption.
- b.** Sub-respondents not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the City's Risk Manager. Sub-respondents eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the City's Risk Manager on a task order by task order basis. General Liability Insurance on a comprehensive basis in

an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage.

- c. 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 Combined Single Limit.
- d. The Respondent shall provide the Risk Manager of the City an original certificate of insurance and required endorsements for policies required by this section and the executed contract. All certificates shall state that the City shall be given 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 Respondent 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 this section and in the executed contract shall not be affected by any other policy of insurance that the City may carry in its own name.
- e. Respondent shall, as a condition precedent of the execution 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:

Commercial General Liability

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

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 of Hollywood included as an Additional Insured

Workers' Compensation

Limits of Liability: Statutory-State of Florida

Waiver of Subrogation

Professional Liability/Errors and Omissions Coverage

Combined Single Limit

Each Occurrence \$3,000,000

General Aggregate Limit \$5,000,000

Deductible not to exceed \$100,000

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

2.13.3 The above insurance requirements are only required to be carried by the Respondent during the term of the contract, except for Professional Liability/Errors and Omissions insurance that must be in effect for at least five years after project completion.

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

2.13.5 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of A. M. Best's Key Rating Insurance Guide that 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 Respondent of its liability and obligation under this section or under any other section of this RFQ or the terms and conditions 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.

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

2.14 Contract

Upon the City Commission ranking the firms and authorizing the appropriate City Officials to negotiate with the highest ranked firm, the negotiated contract will be brought back to the City Commission for approval.

2.15 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 Respondent that is determined to be in the City's best interests. The draft contract is attached to this RFQ. The City reserves the right to award a contract to more than one Respondent as is in the City's best interest.

2.16 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.

2.17 Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information and to sign-up for ACH payments via the supplier portal. New suppliers will be required to register, 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.

2.18 DEBARRED OR SUSPENDED BIDDERS OR RESPONDENTS

The bidder or Respondent certifies, by submission of a response to this RFQ, that neither it nor its principals and sub-respondents are presently debarred or suspended by any federal department or agency.

2.19 A. PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:

All responses will become the property of the City. The Respondent's response to the RFQ 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 RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119, Florida Statutes.

Any language contained in the Respondent's response to the RFP purporting to require confidentiality of any portion of the Respondent's response to the RFP, 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 Respondent submits any documents or other information to the City that the Respondent claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Respondent shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Respondent 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 Respondent's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Respondent 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 RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

B. PUBLIC RECORDS GENERAL

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'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)

Respondent 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 Contractor 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 Respondent or keep and maintain public records required by the City to perform the service. If the Respondent transfers all public records to the City upon completion of this Contract, the Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Respondent keeps and maintains public records upon completion of this Contract, the Contractor 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.

2.20 Unauthorized Work

The Successful Respondent shall not begin work until a contract has been awarded by the City Commission and the contract has been executed. Respondent agrees and understands that the issuance of an Authorization to Proceed shall be issued and provided to the Respondent following the execution of a contract.

2.21 Prohibition Against Contingent Fees

The Respondent warrants that he, she or it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure a contract pursuant to this competitive solicitation and that he, she or it has 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 Respondent 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/terminate 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 A/E firm. This solicitation and prohibitions against contingent fees is issued in accordance with Section 287.055, Florida Statutes.

2.22 Indemnity/Hold Harmless Agreement

The Respondent agrees to protect, defend, indemnify, and hold harmless the City 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 Respondent under the terms of any contract that may arise due from this RFQ 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.

Section III - Scope of Services

3.1 Purpose

The Project is located at 1650 Johnson Street, in the City of Hollywood. The work to be accomplished under the contract includes, but is not limited to, schematic design, design development, construction documents, bidding and construction administration of a new clubhouse using "Spanish" style architecture based upon the 1924 original design by Martin L. Hampton and parking lot in the SW corner of the property. Services will also include creation of a new plan for site drainage and raising the east side of the golf course to allow faster recovery after rain events, as well as design of a new golf course maintenance and restroom building, renovation of site landscaping, and irrigation (with the assistance of a Golf Course Architect hired separately by the City). The selected A/E Consultant will supervise all required site work and the construction of a perimeter multi-use path on the north and west sides of the property. The City will seek green

building certification for the clubhouse facility, in accordance with requirements in the City Code of Ordinances.

The renovations of golf course features (tees, fairway shaping, bunkers, greens, etc.) are to be designed by a Golf Course Architect (retained separately by the City) and coordinated with A/E Consultants construction documents.

Background

The City's voters recently approved a General Obligation Bond that included funding to renovate the Hollywood Beach Golf and Country Club. The championship par-70 18-hole golf course was originally designed in 1924, and is located at 1650 Johnson Street. The 104-acre parcel is bounded to the east by N 14th Ave, to the west by N 17th Ave, to the north by Johnson Street and to the south by Polk Street. The intent of the renovation project is to retain as much of the original design as possible, and restore the design intent by replacing a new clubhouse at its original location. It is expected that the existing cart building and pro-shop will be removed and replaced with a new cart barn and maintenance facility to be located along N. 17th Avenue.

This RFQ is for Architectural and Engineering Consulting Services, an overall Golf Course Site Re-Development or Master Plan, Site Plan, Design Development, Construction Plans and Specifications.

3.2 Scope of Services

BASIC SERVICES:

The Respondent agrees to provide complete architectural design consulting services set forth in the five phases enumerated below in compliance with applicable State, County and City laws, ordinances, regulations and requirements.

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

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

- 1) The Respondent shall confer with representatives of the Department of Design and Construction Management and with other project respondents as necessary to review and 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 Respondent shall prepare and present, for approval by the City, a Site Plan, 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 Respondent shall submit three copies of all documents required under this Phase, without additional charge, for approval by the City, and the Respondent shall not proceed with the next step in this Phase until the documents have been approved by the City and an Authorization to Proceed with the next steps in the phase has been issued.

- 4.) The Respondent shall submit copies as required to obtain plat approval if required, Site Plan approval from the Planning and Zoning Board, and or City Commission if required. The Respondent shall make presentations of the project to the General Obligation Bond Advisory Board, Pre-Application Conceptual Oversight Committee, Technical Advisory Committee, Planning and Zoning Board, City Commission and other public meetings as needed. A minimum of five and maximum of seven such public meetings are anticipated, rendered site plans, elevations, 3D elevations, and color presentations will be required for this Phase. The Respondent shall make revisions as needed to obtain Site Plan approval and a change of use.
- 5.) The Respondent shall 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.) Respondent shall provide documents detailing LEED certification goals and outline of how to achieve desired certification level.
- 7.) Attendance at bi-weekly design progress meetings will be required. These meetings will be held via conference call 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

3.21B –Design Development (Phase 2):

- 1.) From the approved Schematic Design documents, the Respondent shall prepare and present, for approval by 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 Respondent 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 Respondent shall submit three sets of all documents required under this Phase, without additional charge, for approval by the City, and the Respondent shall not proceed with the next Phase until the City has approved the documents.
- 4.) Attendance at one GOB advisory Board Meeting, and at least two public meetings will be required, in addition, the preparation and presentation of a PowerPoint presentation including updated renderings and project information shall be included. Respondent must provide written responses to all comments from the initial GOB Advisory Board presentation, including information about why the comment/suggestions was or was not incorporated into the design. Respondent 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 via conference call 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, DCM will pay through interoffice transfer.
 - For outside agencies, the Respondent 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 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 Respondent shall prepare for approval by City, and in accordance with City's format, Construction Documents setting forth in detail the requirements for the construction of the Project in accordance with the specification as required by the Project Manager. The Respondent is responsible for full compliance of the design and the Construction Documents with all applicable codes.

1) 60% Construction Documents Submittal:

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

- a. Three sets of prints of all drawings and electronic submittal of all drawings and 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 Respondent's evaluation of the individual percentage completion of each sheet.
- c. Preparation of the Specifications, using CSI Standards, including the 16-Division and 3-part Section format developed and recommended by the Construction Specifications Institute or other industry acceptable specification format as approved by the Design and Construction Management Department representative. The 60%

construction documents submittal shall include all sections of applicable Divisions "0" (zero) and "1" and at least 60% of the technical specification sections, each of which should be 100% complete. These specifications should not be merely outline specifications as submitted during the Design Development Phase.

- 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.

An 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 Respondent 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 Respondent shall not proceed with further development until approval of the 60% documents is received from the City. The Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 or a City Commission 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 Respondent 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 Respondent.

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 Respondents and keep a complete "List of Respondents". The Advertisement for Bids will instruct the Respondents to pick up the Bid Documents at the Office of the Department of Design and Construction Management

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

c. The Respondent 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 GMP and negotiate with another Construction Manager, within a reasonable time with no change in the Project, or

c. Direct the Respondent 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 Respondent 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 Respondent's responsibility in this regard, and having done so, the Respondent shall be compensated in accordance with the contract. 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 Respondent or the Construction Manager (if applicable) represents a reasonable estimate of cost in the Respondent's or Construction Manager's best judgment as a professional familiar with the local construction industry, and that neither the Respondent, Construction Manager nor the City, has any control over the cost of labor, materials, and equipment, Respondents' methods of determining bid prices, competitive bidding, or market conditions. Therefore, the Respondent 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 Respondent or Construction Manager, if applicable.

If the Latest Statement of Probable Construction Cost exceeds the budgeted amount, the Respondent 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 Respondent or Construction Manager (if applicable) represent the Respondent's or Construction Manager's best judgment as a professional familiar with the construction industry. Prior to authorizing the Respondent to proceed with preparation of the Final Design, the City may establish and communicate to the Respondent 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 Respondent submits the Final Design to the City, the estimate of the cost of construction may be adjusted. The Respondent 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 Respondent. Notwithstanding anything above to the contrary, the City may require the Respondent 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 Respondent shall provide Administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract.
- 2) The Respondent, 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 Respondent shall visit the site at least bi-weekly (or as necessary), and at all key construction events, and the Respondent's respective sub-respondent(s) 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 Respondent shall endeavor

to guard the City against defects and deficiencies in the work. The Respondent 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 the contract.

The Respondent 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 Respondent 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 Respondent shall furnish the City with a written report of all observations of the work made by the Respondent and the sub-respondent(s) during each visit to the Project. The Respondent shall also note the general status and progress of the work and submit it in a timely manner. The Respondent and the sub-respondent(s) 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 Respondent shall determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the Respondent to the City that, to the best of the Respondent'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 Respondent 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 Respondent shall be an interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Respondent 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 Respondent 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 Respondent shall endeavor to secure faithful performance by both the City and the Contractor, and shall not show partiality to either.
- 8) The Respondent shall have authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in the Respondent's reasonable opinion, it is necessary or advisable to insure compliance with the Contract Documents, the Respondent 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 Respondent shall provide such normal mechanical, electrical, structural, landscape or other related inspection expertise as necessary to determine compliance with the Construction Contract.
- 9) The Respondent 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 Respondent shall prepare color boards or illustrative renderings to review the color selections, landscape/lighting/hardscape site furniture, material palette, for all finish materials with the Director of the Department of Design and Construction Management 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 Respondent shall initiate Change Orders for the City's approval as required by the Respondent'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 Respondent 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 Respondent and the sub-consultant in conjunction with representatives of the City, and satisfactory performance obtained thereon before the Respondent recommends execution of a Certificate of Final Acceptance and final payment to the Contractor. The Respondent 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 Respondent 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 Respondent shall furnish to the City, the original drawings, revised to "as-built" conditions based on information furnished by the Contractor and such drawings shall become the property of the City.
- 14) The Respondent shall monitor construction progress of LEED Certification plan items; ensure that project is on tract and meet all expected LEED requirements. File all expected LEED certification of application documents and remain involved in the LEED process until project received agreed upon level of LEED certification.

Section IV–Submittal Requirements

4.1 Instructions

- 4.1.1 All proposals must be submitted in a sealed package with the RFQ number, due and open date, and the RFQ title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.
- 4.1.2 **THIS IS A PAPER RFQ SUBMITTAL WITH QUALIFICATIONS.** All Statements of Qualifications (SOQs) must be received by the City of Hollywood, in the City Hall-City Clerk Office, 2600 Hollywood Blvd, Room 221, Hollywood, Florida, 33020 prior to the date specified. Submittal of response by fax or e-mail will NOT be acceptable.

Respondents must submit an Identified Original and six copies for a total of seven, one original hard copy and six copies of your proposal. Respondents must submit proposal on a USB as well. USB copy must match the original hardcopy. In case of any discrepancy between the original hard copies and the USB, the original hard copy prevails. Failure to provide proposals as stated above may be grounds to find Respondents non-responsive.

The Respondent understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Respondent to be true. The Respondent agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the Respondent, 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 proposal.

Although proposals are accepted 'hard copy', the City of Hollywood uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, and responding to questions / requests for information. There is no charge to register and download the RFQ from BIDSYNC. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for a Respondent's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

- 4.1.3 Careful attention must be given to all requested items contained in this RFQ. Respondents are invited to submit responses in accordance with the requirements of this RFQ. Please

read the entire solicitation before submitting an SOQ. Respondents must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Respondent's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

4.1.4 All information submitted by Respondents shall be typewritten or provided as otherwise instructed to in the RFQ. Respondents 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.

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

4.2 Contents of the Statement of Qualification

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 RFQ. The City prefers that responses be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled USB in an envelope or paper sleeve. 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 respondent in response to specific requirements stated herein or through the RFQ.

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

4.2.1 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 Executive Summary

Each Respondent 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.

4.2.3 Firm Qualifications and Experience

Respondents are to submit a complete information and documentation that demonstrates their ability to satisfy all of the minimum qualifications and scope of service requirements. Indicate the firm's number of years of experience in providing the professional services as it relates to the work and services contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, i.e.: Corporation, Partnership, or LLC. Firm should be registered as a legal entity in the State of Florida and you shall include the firm 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.

Respondent shall submit proof of experience for a minimum of three projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Respondent; and client's name, address, telephone number and email address.

4.2.4 Organizational Profile and Project Team Qualifications

This section shall include a detailed profile of the organization and identify the project team. Providing this information on an organizational chart is recommended. This section shall also include resumes of the project team. Lastly include details of how each project team member will contribute to the project, in what capacity, and the level of involvement and their expertise. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

4.2.5 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City'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. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm 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 for the project.

Provide an overview of your understanding of the City's vulnerability to the effects of climate change and sea level rise and your goal to address resiliency through projects assigned to your firm.

4.2.6 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client name, address, contact person telephone and current email addresses (email will be primary means of contact).
- Description of work.
- Date project began and completion date. Indicate whether it was on time and on budget.
- Beginning and ending project budget.
- Number of amendments and change orders.
- List any stop work orders and reasons.

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.

4.2.7 Sub Consultants

Respondents must clearly identify any sub-respondents that may be utilized for the Work in accordance with the Contract. All information requested in sections 4.2.3 through 4.2.8 shall be provided for each proposed sub-respondent.

4.2.8 Required Forms (Under Section 6-Required Forms)

a. Drug Free Workplace Program

Complete and attach the Drug Free Workplace form provided herein in Section 6 - Required Forms

b. Certifications Regarding Debarments and Suspensions

Complete and attach the form Debarment form provided in Section 6 - Required Forms.

c. Non-Collusion Affidavit

Complete and attach the Non-Collusion form provided in Section 6 - Required Forms.

d. References

Complete and attach the References form provided in Section 6 - Required Forms.

e. Statement of Qualification Certification

Complete and attach the Statement of Qualification Certification provided in Section 6 - Required Forms.

f. Sworn Statement Pursuant to Section 287.133(3)(a)

Complete and attach the Sworn Statement form provided in Section 6 - Required 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 his/her/its 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.

Section V - Evaluation and Award

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 his 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 § 287.055, Florida Statutes, referred to as the Consultants' Competitive Negotiations Act (CCNA). 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 firms, assuming that three submittals have been received that it deems best satisfy the weighted criteria set forth herein and the committee has attempted 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 RFQ and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 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 a contract with the highest ranked firm for consideration by the City Commission at a later date. If the City is unable to reach an agreement with the top ranked firm, negotiations will be terminated at the sole discretion of the City and City staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached and a contract awarded by the City Commission.

5.2 Evaluation Criteria

- 5.2.1 Pursuant to Section 287.055, Florida Statutes, 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.

5.3 Weighted Evaluation Criteria

<u>Evaluation Criteria</u>	<u>Percentage</u>
<p>Firm Qualifications and Experience Overall approach, similar project experience and project management</p>	25
<p>Organizational Profile and Project Team Qualifications Professional experience and qualifications of team members, including standing as State of Florida or Broward County CBE, SBE, MWBE</p>	25

Approach to Scope of Work	30
Understanding City's needs, goals and objectives, overview of proposed vision, ideas, and methodology, as it relates to meeting project budget and time-line for completion.	
Past Performance - References	10
Provide at least three references, preferably from government entities, for completed projects with similar scope contained in this RFQ.	
Value of Past Contract Awards by the City 5-years	5
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 amount of project with the City will be given less points)	
Location of Respondent Office Managing Project	5
Travel time and overall distance from respondent's office to Project site.	

5.4 ORAL PRESENTATION:

Selected firms shall present an oral overview of their approach to perform work on the various projects and their ability to meet the City's required project needs. The oral presentation will be limited to twenty (20) minutes after which a question and answer period not exceeding twenty (20) minutes pertaining to specifics will commence. The oral interview will be evaluated based upon the following:

Knowledge of Clubhouse & Recreational Facilities needs and trends, accreditation concern, safety, privacy, operational needs and local issues	25
Demonstrate knowledge of the various Police Operation and Design needs and accreditation or State, County, codes, and ordinances.	
Proposed project staff functions.	25
Indicate the orientation of the design team, identifying the key personnel and describing their qualifications and responsibilities. Indicate prior experience on similar projects.	
Overall approach and methodology.	15
Explain in detail your approach to the project from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues.	
Design philosophy and concepts.	15
Explain in detail your design philosophy and how it will be used to create extraordinary projects in our various settings. Include details that will be analyzed and incorporated	

into the overall design. Explain how you will insure that the project will be designed to include all the facets the City desires. Describe how you have used innovative design concepts on other projects.

Cost control and value engineering.

20

Demonstrate knowledge and experience in the evaluation of specialty building systems, construction techniques and material evaluation to insure optimum value in meeting the design requirements.

5.5 Contract Award

- 5.5.1** The City reserves the right to award a contract or contracts to that Respondent or Respondents that 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 RFQ process.
- 5.5.2** The City Manager shall appoint a contract administrator or project manager for the 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.

Section VI

Required Forms

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DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

SIGNATURE

PRINTED NAME

NAME OF COMPANY

RFQ/RFP/ITB Number: _____ Title: _____

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application 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;
- (c) 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 in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

RFQ/RFP/ITB Number: _____ Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____, the Respondent that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Respondent, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____
Title:

Subscribed and sworn to before me this
____ day of _____, 20 ____
My commission expires:

RFQ/RFP/ITB Number: _____ Title: _____



VENDOR REFERENCE VERIFICATION FORM

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

City of Hollywood Solicitation No. and Title: _____

Reference for: _____

Organization/Firm Name providing reference: _____

Organization/Firm Contact Name: _____ Title: _____

Email: _____ Phone: _____

Name of Referenced Project: _____ Contract No: _____

Date Services were provided: _____ Project Amount: _____

Referenced Vendor's role in Project: Prime Vendor Subcontractor/ Subconsultant

Would you use the Vendor again? Yes No. Please specify in additional comments

Description of services provided by Vendor:

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments: (provide additional sheet if necessary)

****THIS SECTION FOR CITY USE ONLY****				
Verified via:	Email: <input type="checkbox"/>	Verbal: <input type="checkbox"/>	Mail: <input type="checkbox"/>	
Verified by:	Name:			Title: <input type="checkbox"/>
	Department:			Date: <input type="checkbox"/>

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____

Name/Principal/Project Manager: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FEIN/Tax ID No. _____ Email: _____

Does your firm qualify for MBE or WBE status: MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Respondent acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Respondent will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark "N/A". **If submitting your response electronically through BIDSYNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

The below signatory agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a Contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of \$500.00This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to _____

By _____ for _____
(Print individual's name and title) (Print name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____ If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and that bids or applies to bid on contracts let by a public entity, or that otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based upon information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies.)

_____ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989..

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN THAT IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO PROJECT OF ANY CHANGE IN THE INFORMATION CONTAINED ON THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or produced identification _____ Notary Public-State of _____

_____ My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

RFQ/RFP/ITB Number: _____ Title: _____

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the Contract.

SIGNATURE

PRINTED NAME

COMPANY OF NAME

DATE

Failure to sign or changes to this page shall render your bid non-responsive.

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, respondent, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, Respondent, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of the Contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE	PRINTED NAME
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive.

Section VII

GENERAL TERM AND CONDITIONS (CONTRACT)

GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in this Request for Qualifications ("RFQ") are encouraged to submit Statements of Qualifications ("SOQs"). To receive notification and to be eligible to submit an SOQ, respondent should be registered with BidSync. Respondents may register with BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded respondent must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a respondent, please visit our website at hollywoodfl.org to download an application and submit it to the Office of Procurement Services and Contract Compliance.

It is the intent of the City, through this RFQ and the Contract Conditions contained herein, to establish to the greatest possible complete clarity regarding the requirements of both parties to the Contract resulting from this RFQ.

Before submitting an SOQ, the respondent shall be thoroughly familiarized with all Contract Conditions referred to in this document and any addenda issued before the SOQ submission date. Such addenda shall form a part of the RFQ and shall be made a part of the Contract. It shall be the respondent's responsibility to ascertain that the SOQ includes all addenda issued prior to the SOQ submission date. Addenda will be posted on the City's internet site along with the RFQ.

The terms of the RFQ and the selected respondent's SOQ and any additional documentation (e.g., questions and answers) provided by the respondent during the solicitation process will be integrated into the final Contract(s) for services entered into between the City and the selected respondent(s). The respondent shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the Contract must be performed.

1.2 RESPONDENT'S RESPONSIBILITIES

Respondents are required to submit their SOQs upon the following express conditions:

- A. Respondents shall thoroughly examine the drawings, specifications, schedules, instructions and all other Contract Documents.
- B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFQ. No plea of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent 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 City or the compensation due the respondent.
- C. Respondents are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable county ordinances, state statutes and federal statutes, rules and regulations.

1.3 PREPARATION OF STATEMENTS OF QUALIFICATIONS

SOQs will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your SOQ. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the proposal form shall be furnished. The respondent shall sign each continuation sheet (where indicated) on which an entry is made.

The City is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFQ. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services used or incorporated in work or goods supplied to the City. Respondents are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 ADDENDA

The Office of Procurement Services and Contract Compliance may issue an addendum in response to any inquiry received, prior to SOQ opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The respondent should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFQ solicitation document or in any addenda issued. Where there appears to be a conflict between this RFQ solicitation and any addendum, the last addendum issued shall prevail. It is the respondent's responsibility to ensure receipt of all addenda and any accompanying documents. Respondent(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their SOQ. Failure to include signed formal addenda in its SOQ shall cause the City to deem the SOQ non-responsive, provided however that the City may waive this requirement in its best interest.

1.5 REJECTION OF STATEMENTS OF QUALIFICATIONS

The City may reject an SOQ if:

- A. The respondent fails to acknowledge receipt of an addendum, or if
- B. The respondent misstates or conceals any material fact in the SOQ, or if
- C. The SOQ does not strictly conform to the law or requirements of the RFQ, or if
- D. The City is under a pre- lawsuit claim or current litigation with the respondent.

The City may reject all SOQs if it is deemed in the best interest of the City to do so, and may reject any part of an SOQ unless the SOQ has been qualified as provided herein.

1.6 WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS

- A. SOQs may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFQ opening.
- B. SOQs may be withdrawn prior to the time set for the RFQ opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any respondent who requests to withdraw an SOQ after the RFQ opening.

1.7 STATEMENTS OF QUALIFICATIONS TO REMAIN OPEN

All SOQs shall remain open for 180 calendar days after the day of the SOQ opening, but the City may, in its sole discretion, release any SOQ prior to that date. Extensions of time when SOQs shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful respondent and the surety, if any, for the successful respondent.

1.8 LATE STATEMENTS OF QUALIFICATIONS OR MODIFICATIONS

Only SOQs received as of the opening date and time will be considered timely. SOQs and modifications received after the time set for the opening will be returned, un-opened, to the sender and rejected as late.

1.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFQ Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFQ Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.10 CLARIFICATION OR OBJECTION TO STATEMENT OF QUALIFICATIONS SPECIFICATIONS

If any person contemplating submitting an SOQ for this Contract is in doubt as to the true meaning of the specifications or other RFQ documents or any part thereof, they may submit requests for clarification to the Office of Procurement Services and Contract Compliance on or before the date specified for 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 RFQ, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an RFQ. The City will not be responsible for any other explanation or interpretation of the RFQ given prior to the award of the Contract. Any objection to the specifications and requirements as set forth in this RFQ must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

1.11 COMPETENCY OF RESPONDENTS

SOQs will be considered only from firms that are regularly engaged in the business of providing the goods and/or services as described in this RFQ(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions set forth in the Contract. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper City authorities.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent, including past performance (experience) in making the award in the best interest of the City. In all cases, the City shall have no liability to any respondent for any costs or expenses incurred in connection with this RFQ or otherwise.

1.12 QUALIFICATIONS OF RESPONDENTS

No SOQ will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, who is on the City's debarment list, or who is deemed irresponsible or unreliable by the City.

As part of the SOQ evaluation process, the City may conduct a background investigation including a record check by the Hollywood Police Department. Respondent's submission of an SOQ constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a respondent's qualifications.

1.13 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded after evaluation by the City to the highest ranked firm who the City determines will be in the best interest of the City. Respondents may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or designee or to the City Commission, in accordance with the applicable City Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful respondent shall be required to sign a negotiated contract; the refusal or failure of a successful respondent to execute a contract which contains the mandatory material terms and conditions contained in the RFQ shall be grounds for deeming the respondent and/or the respondent's SOQ non-responsive.

If applicable, the respondent to whom award is made shall execute a written contract prior to award by the City Commission. If the respondent to whom the first award is made fails to enter into a contract, the contract may be let to the next highest ranked respondent who is responsible and responsive in the opinion of the City.

1.14 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of respondents on this project will be considered in making the award. The City is not obligated to accept any SOQ if deemed not in the best interest of the City to do so. The City shall make award to a qualified respondent based on responses to this RFQ.

Failure to include in the SOQ all requested information may be cause for rejection of the SOQ.

The City reserves the right to accept or reject any and all SOQs, in whole or in part, as determined to be in the best interest of the City **in its sole discretion**.

The City reserves the right to waive any informalities or irregularities in SOQs.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the SOQs as deemed to be in the City's best interest **in its sole discretion**.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.15 CONTRACT

A Contract shall be sent to the firm to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed contract to the awarded respondent.

1.16 BID PROTESTS

The City shall provide notice of its intent to award or reject to all respondents by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective respondent who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Office of Procurement Services and Contract Compliance. Failure to timely file a protest shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest, unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager, and the City Attorney or designee shall advise the committee. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.17 PREPARATION OF STATEMENTS OF QUALIFICATIONS

SOQs shall be prepared in accordance with the SOQ response format. SOQs not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing SOQ:

- A. Each Respondent, by submitting an SOQ, represents that this document has been read and is fully understood.
- B. The SOQ must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the SOQ.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFQ addenda.

1.18 EXAMINATION OF STATEMENT OF QUALIFICATIONS DOCUMENTS

Before submitting an SOQ, each Respondent must: examine the SOQ Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate respondent's observations with the SOQ Documents, and notify the City's agent of all conflicts, errors and discrepancies in the SOQ Documents.

The submission of an SOQ will constitute an incontrovertible representation by the Respondent that the Respondent has complied with every requirement of this RFQ, that without exception the SOQ is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the SOQ Documents, and that the SOQ Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.19 INFORMATION

Further information, if desired, may be obtained from the Office of Procurement Services and Contract Compliance, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020, telephone (954) 921-3299.

Questions or requests for clarification of the specifications shall be in writing and received by the Office of Procurement Services and Contract Compliance by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to pbassar@hollywoodfl.org.

1.20 MODIFICATION AND WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS

SOQs must be modified or withdrawn by an appropriate document duly executed in the manner that an SOQ must be executed and delivered to the place where SOQs are to be submitted at any time prior to the deadline for submitting SOQs. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of an SOQ will not prejudice the rights of a Respondent to submit a new SOQ prior to the SOQ date and time. Except where provided in the following paragraph, no SOQ may be withdrawn or modified after expiration of the period for receiving SOQs.

If, within 24 hours after SOQs are opened, any Respondent files a duly signed written notice with the City and within five calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its SOQ, or that the mistake is clearly evident on the face of the SOQ but the intended correct SOQ is not similarly evident, then the respondent may withdraw its SOQ and the SOQ Security will be returned.

1.21 REJECTION OF STATEMENTS OF QUALIFICATIONS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all SOQs, to waive any and all informalities, irregularities and technicalities not involving time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional SOQs. SOQs will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in an SOQ. The City reserves the right to determine, in its sole discretion, whether any aspect of an SOQ satisfies the criteria established in this RFQ.

The City reserves the right to reject the SOQ of any Respondent if the City believes that it would not be in the best interest of the City to make an award to that respondent, whether because the Respondent is not responsive or the Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by the City.

The foregoing reasons for rejection of SOQs are illustrative only and are not intended to be exhaustive.

1.22 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Respondent for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three years after completion and acceptance by the City. If required by the City, the successful Respondent agrees to submit to an audit by an independent certified public accountant selected by the City, at the sole cost of the Respondent. The successful Respondent shall allow the City to inspect, examine and review the records of the successful Respondent in relation to the contract at any and all times during normal business hours during the term of the contract.

1.23 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Respondent shall comply with all local, state and federal directives, orders and laws as applicable to this RFQ and subsequent contract(s), including but not limited to:

- A. Equal Employment Opportunity, in compliance with Executive Order 11246 as amended and applicable to the Contract.

- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this solicitation must be accompanied by a completed Material Safety Data Sheet.
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a respondent commits either of these violations, such violation shall be cause for unilateral cancellation of the Contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The respondent 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 (2019), as may be amended or revised. The City may terminate the Contract at the City's option if the respondent is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), 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 has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

1.24 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from doing business with the City. As an additional sanction, the City 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.

1.25 DEBARRED OR SUSPENDED RESPONDENTS

The Respondent certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-respondents are presently debarred or suspended by any federal department or agency.

1.26 COLLUSION

More than one SOQ received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Respondent is interested in more than one SOQ for the same work will cause the rejection of such SOQs in which the Respondent is interested. If there are reasonable grounds for believing that collusion exists among the Respondents, the SOQs of participants in such collusion will not be considered.

1.27 COPELAND "ANTI-KICKBACK"

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

1.28 FORCE MAJEURE

The contract that is awarded to the successful Respondent may provide that the performance of any act by the City or respondent 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 that the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Respondent for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate the contract.

1.29 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, 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 Section 287.017, Florida Statutes, for

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

1.30 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. If two or more SOQs which are equal with respect to quality and service are received by the City, an SOQ received from a Respondent that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing ties in SOQs will be followed if none of the tied vendors have a drug-free workplace program.

1.31 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Respondents, by signing and submitting an SOQ, understand and agree to compliance with the City's and state's policies prohibiting solicitation of gifts by public officers, employees and candidates. Failure to agree by reference or inference will result in your SOQ being declared non-responsive; provided, however, that a responsible Respondent whose SOQ would be responsive but for the failure to submit the signed form in its SOQ may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.32 CONFLICT OF INTEREST

The Respondent represents that:

No officer, director, employee, agent, or other respondent of the City 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 contract.

There are no undisclosed persons or entities interested with the Respondent in the contract. The contract is entered into by the Respondent without any connection with any other entity or person submitting an SOQ for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other respondent of the City, 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 respondent directly or indirectly in any manner whatsoever in the execution or the performance of the contract, or in the services, supplies or work to which the contract relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or respondent to the respondent or to the best of the respondent's knowledge, any sub-respondents or supplier to the Respondent?

Neither the Respondent nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Respondent shall have an interest that is in conflict with the Respondent's faithful performance of its obligations under the contract, provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Respondent provides the City with a written notice, in advance, that identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Section 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 Contract and those provided by statute, the stricter standard shall apply.

In the event the Respondent has no prior knowledge of a conflict of interest as set forth above and acquires information that may indicate that there may be an actual or apparent violation of any of the above, the Respondent shall promptly bring such information to the attention of the City's Project Manager. The Respondent shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the respondent receives from the Project Manager in regard to remedying the situation.

1.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit an SOQ on the contract, may not award or perform work as a Respondent, supplier, sub-respondent, or respondent under the contract, and may not transact business with the City.

1.34 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Respondent to this RFQ that the City has omitted or misstated a material requirement to this RFQ and/or the services required by this RFQ, the Respondent shall advise the contact identified in the RFQ Clarifications and Questions section of such omission or misstatement.

1.35 CONFIDENTIAL INFORMATION

Information contained in the Respondent's SOQ that is company confidential must be clearly identified in the SOQ itself. The City will be free to use all information in the Respondent's SOQ for the City's purposes, in accordance with state law. SOQs shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Respondent understands that any material supplied to the City may be subject to public disclosure under Chapter 119, Florida Statutes, and known as the Public Records Law.

1.36 GOVERNING LAW

The contract, including appendices, and all matters relating to the 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. This shall apply notwithstanding such factors that include but are not limited to the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.37 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.38 SOVEREIGN IMMUNITY

Nothing in this contract shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

1.39 SURVIVAL

The parties acknowledge that any of the obligations in this RFQ and in the contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Respondent and the City under this RFQ and the contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.40 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Respondent shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense that the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Respondent or its employees, agents, servants, partners, principals, sub-respondents or sub-respondents. Furthermore, the awarded Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Respondent expressly understands and agrees that any insurance protection and endorsements required by the resulting contract or otherwise provided by the awarded Respondent shall cover the City of Hollywood, its officers, employees, agents and instrumentalities, and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Respondent and persons employed by or utilized by the Respondent in the performance of the contract.

PATENT AND COPYRIGHT INDEMNIFICATION

The Respondent warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Respondent shall be liable and responsible for any and all claims made against the City 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 City's continued use of the deliverables furnished hereunder. Accordingly, the Respondent, at its own expense, including the payment of attorney's fees, shall indemnify and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Respondent shall have the obligation, at the City's option, to: (i) modify, or require that the applicable sub-respondents or supplier modify the alleged infringing item(s) at the Respondent's expense, without impairing in any respect the functionality or performance of the item(s); or (ii) procure for the City, at the Respondent's expense, the rights provided under this contract to use the item(s).

The Respondent shall be solely responsible for determining and informing the City whether a prospective supplier or sub-respondents 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 Respondent shall enter into agreements with all suppliers and sub-respondents at the Respondent's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Respondent shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.41 ADVERTISING

Respondent shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.42 DISCLAIMER

The City may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all SOQs; re-advertise the RFQ, postpone or cancel at any time the RFQ process; or waive any formalities of or irregularities in the SOQ process. SOQs that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all SOQs are analyzed, organization(s) submitting SOQ(s) that appear, solely in the opinion of the City to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the SOQ, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City. The issuance of the RFQ constitutes only an invitation to make a SOQ to the City. The City reserves the right to determine, in its sole discretion, whether any aspect of the SOQ satisfies the criteria established by the City. In all cases, the City shall have no liability to any respondent for any costs or expense incurred in connection with this solicitation, its SOQ or otherwise.

1.43 TRADEMARKS

The City warrants that all trademarks the City requests the respondent to affix to articles purchased are those owned by the City and it is understood that the respondent shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.44 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.45 PROPOSAL PREPARATION COSTS

The Respondent is responsible for any and all costs incurred by the Respondent or his/her/its sub-respondents in responding to this RFQ.

1.46 DESIGN COSTS

The successful Respondent shall be responsible for all design, information gathering, and required programming to achieve a successful implementation.

1.47 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits and other documentation produced by the Respondent that are submitted as part of the SOQ shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.48 NATURE OF THE CONTRACT

The contract incorporates and includes all negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in the contract. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the contract that are not contained in the contract, and that the contract 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 contract shall be of no force or effect, and that the contract may be modified, altered or amended only by a written amendment duly executed by both parties or their authorized representatives.

1.49 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a respondent is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.50 VERBAL INSTRUCTIONS PROCEDURE

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

1.51 E-VERIFY

Respondent acknowledges that the City may be utilizing the Respondent's services for a project that is funded in whole or in part by state funds pursuant to a contract between the City and a state agency. The Respondent shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Respondent during the contract term who will be working on this Project. The Respondent is also responsible for e-verifying its sub-respondents, if any, pursuant to any contract between the City and a state agency, and reporting to the City any required information. The Respondent acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Contract.

1.52 BUDGETARY CONSTRAINTS

In the event the City 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 respondent shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.54 Additional Terms and Conditions

Additional Terms & Conditions may be negotiated by the parties.

Question and Answers for Bid #RFQ-4653-20-DCM - Architectural/Engineering Consulting Services for Hollywood Beach Golf Course

Overall Bid Questions

Question 1

Does the A/E Firm have to provide a general range of consultant services, i.e. Structural, MEP, Civil and LA?

(Submitted: Oct 1, 2020 10:26:11 AM EDT)

Answer

- The architectural or engineering firm can provide in house consultants (M/E/P , Civil, Structural, etc.) or a team of subconsultants. (Answered: Oct 5, 2020 5:17:47 PM EDT)

Question 2

Is it the City's intent to have an architect prime this contract? (Submitted: Oct 1, 2020 4:10:21 PM EDT)

Answer

- The architectural or engineering firm can be the prime consultant on this project. (Answered: Oct 5, 2020 5:17:47 PM EDT)

Question 3

Is the city providing a golf course design consultant? (Submitted: Oct 6, 2020 8:54:43 AM EDT)

Answer

- The City of Hollywood has a Golf Course Architect RFQ in the procurement process. (Answered: Oct 8, 2020 7:36:53 AM EDT)

Question 4

Does the scope of the clubhouse work include any dining or foodservice areas? (Submitted: Oct 6, 2020 12:33:25 PM EDT)

Answer

- Yes, the clubhouse will include a dining room/ multipurpose space among other required spaces. (Answered: Oct 8, 2020 7:36:53 AM EDT)

Question 5

Will there be a Mandatory Pre-proposal meeting and if so, on what date and time? (Submitted: Oct 8, 2020 5:30:57 PM EDT)

Answer

- There will not be a mandatory pre-proposal meeting. (Answered: Oct 12, 2020 9:54:17 AM EDT)

Question 6

Would the City consider lowering the professional liability E&O requirements? (Submitted: Oct 13, 2020 2:27:22 PM EDT)

Answer

- The insurance limits will remain mandatory as indicated in the RFQ. (Answered: Oct 14, 2020 11:47:12 AM EDT)

Question 7

What are the estimated desired square foot size of the restroom and maintenance building? Will there be plumbing required in the maintenance building? What is the estimated desired square foot size of the clubhouse? What other "required spaces" are included in the clubhouse besides "dining room/ multipurpose space"? What are the desired estimated size of each? Can the Scope of Work be expanded to provide more guidance as to building sizes and needs requirements to allow for a realistic evaluation of the time required to complete the design and construction supervision phases of the project? (Submitted: Oct 14, 2020 11:43:29 AM EDT)

Answer

- The construction cost for this project is estimated at \$11,500,000 for the entire project. (Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 8

Please confirm the time frame is correct in the RFQ.

Contract Term

The Respondent recognizes that TIME IS OF THE ESSENCE in this RFQ and resulting contract. The Work shall commence within 30 calendar days (20 working days) of the date of the Notice to Proceed. The Work shall be Substantially Completed within 1,460 calendar days (960 working days) after the date when the contract time commences to run as provided in the Notice to Proceed. The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with the contract within 1,490 calendar days (980 working days) after the date when the contract time commences to run as provided in the Notice to Proceed.

It also says it can be extended. (Submitted: Oct 14, 2020 5:57:38 PM EDT)

Answer

- The timeframe is correct. It includes design through construction completion and acceptance. (Answered: Oct 15, 2020 11:09:08 AM EDT)

Question 9

Professional Liability / E & O coverage requires \$3m/\$5m. This is higher than expected for a project of this scale. Our office has completed numerous city and county projects ranging from \$500,000 to over 30 Million. Attached is our current insurance certificate with your city with limits at 2m/ 2m. Is there a chance the City may consider lowering this requirement to 2M / 2M. Your current requirements could eliminate many qualified firms, not just our firm. (Submitted: Oct 15, 2020 8:26:56 AM EDT)

Answer

- The insurance limits will be remain mandatory as indicated in the RFQ. (Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 10

Is it a requirement that every member of the Respondents firm working on this project be licensed in the State of FL...including production and admin staff? (Submitted: Oct 15, 2020 8:27:29 AM EDT)

Answer

- Production and administrative staff is not required to be licensed in the State of Florida. (Answered: Oct 15, 2020 5:49:32 PM EDT)

Question 11

Under 4.2.7 it says the sub consultants must provide information requested on 4.2.3 through 4.2.8. Do all subs need to provide all forms including references? If so, would the page limit of 50 double-sided page be increased? (Submitted: Oct 15, 2020 8:35:19 AM EDT)

Answer

- All sub consultants are required to provide all forms including references. The proposal can be more than 50 pages if necessary. (Answered: Oct 15, 2020 5:49:32 PM EDT)

Question 12

Can the city clarify if the following specialty services are the responsibility of the awarded design team for this project?

- a) Surveying services
- b) Geotechnical/Soils Engineering services (Submitted: Oct 15, 2020 2:21:39 PM EDT)

Answer

- Surveying and the geotechnical report will be the responsibility of the awarded design team. The ALTA survey will be provided by the City of Hollywood. (Answered: Oct 15, 2020 5:49:32 PM EDT)

- Environmental studies and the geotechnical report will be the responsibility of the awarded design team. The ALTA survey will be provided by the City of Hollywood. (Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 13

Will the golf course allow for nighttime use of the driving range? What is the city's expectation for site lighting for the overall project? (Submitted: Oct 15, 2020 2:22:42 PM EDT)

Answer

- The golf course does not have a driving range. Site lighting will be required for the perimeter multi use path and must design for minimum required photometrics to meet code around the various structures (i.e. clubhouse, parking lot, maintenance building, cart barn, and restrooms). (Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 14

3) In the RFP, it states, "Services will also include creation of a new plan for site drainage and raising the east side of the golf course to allow faster recovery after rain events, as well as design of a new golf course maintenance and restroom building, renovation of site landscaping, and irrigation (with the assistance of a Golf Course Architect hired separately by the City). QUESTIONS: Can the city clarify if the awarded golf course architect has any drainage responsibilities in his scope? Is he/she relying 100% on this scope for all drainage related engineering and requirements? (Submitted: Oct 15, 2020 2:29:15 PM EDT)

Answer

- The adjustments to the drainage profile of the golf course that will raise the east side of the golf property to allow faster recovery after rain events will be provided by a civil engineer under the Architect/Engineer consultant scope. The renovations of golf course features (tees, fairway shaping, bunkers, greens, etc.) are to be designed by a Golf Course Architect (retained separately by the City) and coordinated with A/E Consultants construction documents.

(Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 15

In the RFP, it states, "the selected A/E Consultant will supervise all required site work and the construction of a perimeter multi-use path on the north and west sides of the property". QUESTIONS: Can the city clarify the construction supervision requirements as it relates to the Golf Course Architect scope? What are the lines of limits between both? (Submitted: Oct 15, 2020 2:30:10 PM EDT)

Answer

- The Golf Course Architect's Site Representative (for the golf course portion of the Project only) will advise the City on a daily basis as to the progress of the Project and represent the City's interest with the Golf Course Contractor.

GCA shall assist the A/E firm selected with space planning and programming for the Clubhouse (Inclusive of a community meeting space), to produce proximity configuration of a space layout that is in accordance with the Project's requirements.

GCA will design and coordinate all improvements to the golf course and assist the A/E consultant on the installation of landscaping, irrigation and all other required site work. (Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 16

What is the city's expectation on the contract method with an awarded general contractor; A. design-bid-build or B. CM@Risk or C. other? (Submitted: Oct 15, 2020 2:30:35 PM EDT)

Answer

- The City expects to contract a CMAR. (Answered: Oct 15, 2020 5:49:32 PM EDT)

Question 17

What is the desired LEED certification level expected for this project? Does this include only the clubhouse or also the site/golf course? (Submitted: Oct 15, 2020 2:30:50 PM EDT)

Answer

- The level of LEED certification will be determined during schematic design phase. I believe LEED Certification applies to architecture (clubhouses / structures) and landscape architecture not the golf course. (Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 18

Does this scope include the demolition of all existing structures on the site? If yes, please confirm if the city will be responsible to handle all environmental reports as it relates to asbestos, mold, and any required remediation, etc.? (Submitted: Oct 15, 2020 2:31:03 PM EDT)

Answer

- The RFQ states:

It is expected that the existing cart barn, pro-shop, maintenance building and restroom building will be demolished and relocated to be located along N. 17th Avenue as part of this projects scope.

The City will be responsible for the environmental reports as it relates to asbestos, mold, and any required remediation, etc. for the existing structures. (Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 19

In the RFP, it states, "respondent shall submit proof of experience for a minimum of three projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name

and overall scope; scope of work that was self-performed by Respondent; and client's name, address, telephone number and email address". QUESTION: Is this specific to the prime or the team as a whole? Please clarify to ensure this expected experience is adequately demonstrated. (Submitted: Oct 15, 2020 2:32:13 PM EDT)

Answer

- The required proof of experience is for the prime and each sub consultant in the team. (Answered: Oct 21, 2020 1:40:39 PM EDT)

Question 20

What is specifically s included as far as civil engineering regarding the golf course in this contract and what is included in the one for the Golf Course Architect? (Submitted: Oct 15, 2020 3:12:15 PM EDT)

Answer

- Please refer to responses to questions #14 and #15. (Answered: Oct 28, 2020 9:20:22 AM EDT)

Question 21

Is this proposal for the golf course or the clubhouse or both? (Submitted: Oct 15, 2020 5:50:26 PM EDT)

Answer

- Both (Answered: Oct 15, 2020 5:50:36 PM EDT)