

REQUEST FOR QUALIFICATIONS (RFQ)

TOWN HALL DESIGN SERVICES

RFQ NO. 10-10-2023-Q

October 27, 2023

Town of South Palm Beach
3577 South Ocean Blvd.
South Palm Beach, FL 33480
(561) 588-8889

TOWN OF SOUTH PALM BEACH

REQUEST FOR QUALIFICATIONS TOWN HALL DESIGN SERVICES RFQ NO. 10-10-2023-Q

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LEGAL NOTICE

The Town of South Palm Beach (the “Town”) is soliciting Statements of Qualifications from qualified consulting firms/individuals, with a preference for those with expertise in Structural Insulated Panels (SIPs), to provide Town Hall design services which may include schematic/concept design, design development, construction documents, bidding/negotiation, construction management, grant writing, and other related services. The Town anticipates awarding a contract to one (1) or more firms/individuals. Firms/individuals selected by the Town will provide Town Hall design services to the Town on an as-needed basis, based upon task orders to be issued by the Town under the contract. There is no guarantee of a minimum amount of work under any contract. This RFQ shall be in compliance with the Consultants’ Competitive Negotiation Act (CCNA) set forth in Section 287.055, Florida Statutes.

Request for Qualifications (RFQ) packages shall be received by the Town Clerk at 3577 South Ocean Blvd., South Palm Beach, FL 33480 on or before **2:00 p.m. on November 27, 2023**. No responses will be accepted after that time.

Selection will be in accordance with the RFQ, the Town’s Purchasing policies, and all applicable federal, state, and local requirements. The Town Manager shall evaluate the qualifications submitted by the firms/individuals using criteria as outlined in the RFQ and recommend the best qualified firm(s)/individual(s) to the Town Council. The Town Council will select the firm(s)/individual(s) it considers to be the best qualified to serve the Town’s interest for this project. The Town reserves the right in its sole discretion to withdraw this RFQ, to reject any or all qualifications and/or to waive all nonmaterial irregularities on any and all qualifications. All questions and requests for additional information in connection with this RFQ and selection shall be directed in writing or email only to James Titcomb, Town Manager, 3577 South Ocean Blvd., South Palm Beach, FL 33480; email jtitcomb@southpalmbeach.com

Dated: October 27, 2023

Town of South Palm Beach

Published: Palm Beach Post **October 27 and November 10, 2023**

I. GENERAL TERMS AND CONDITIONS

1.0 Purpose of RFQ; Scope of Services

The Town of South Palm Beach (the “Town”) is soliciting Statements of Qualifications from qualified consulting firms or individuals (hereinafter, collectively referred to as “firm” or “firms”), with a preference for those with expertise and experience in using structural insulated panel (“SIPs”), to provide Town Hall design services which may include schematic/concept design, design development, construction documents, bidding/negotiation, construction management, grant writing, and other related services (collectively, “design services” or “services”). The Town anticipates awarding a contract to one (1) or more firm(s). Firms selected by the Town will provide Town Hall design services to the Town. There is no guarantee of a minimum amount of work under any contract. The contract will provide for a task order or similar document to be issued for each phase of the design services. This RFQ shall be in compliance with the Consultants’ Competitive Negotiation Act (“CCNA”) set forth in Section 287.055, Florida Statutes. **The awarded firm and any of its subconsultants or subcontractors who participate in the design services hereunder, including but not limited to the development of the design specifications for the construction documents for Town Hall, shall be ineligible to render services or provide materials as a vendor, bidder, subcontractor, or subconsultant under any resulting construction contract.**

The Town is requesting qualifications from firms with experience in the following potential services:

- a. The Town of South Palm Beach is seeking qualifications from qualified architects and engineers for design services for the construction of a new Town Hall.
- b. Firms with expertise and experience in using SIPs construction material and familiarity with Structural Insulated Panel Association (“SIPA”) standards may be given preference.
- c. The selected firm shall meet with Council to discuss design elements to be incorporated into such structure. Selected firm shall meet with Town staff to review office layout. In addition, the selected firm shall hold at least three community-wide meetings with citizens of the community seeking input from residents.
- d. Evaluation of the Town Hall site will be required in order to determine the effective use of all available space.
- e. The selected firm shall provide the town with three alternatives including both exterior and interior design layouts and probable cost estimates of each alternative.
- f. The Current BEF of Town Hall is 7 feet. selected firm shall be aware of potential sea level rise when designing such building.
- g. Review of qualifications will be comprehensive in nature, and firms that have successfully designed and constructed SIPs structures may be given preference.

These tasks are not to be construed as a complete statement of all duties to be performed. Consultant may be required to perform other job-related duties as required. All services shall be performed and completed in compliance with Florida law, the Florida Building Code, the Town’s

Charter and Code of Ordinances, and all other applicable codes, laws, rules, and regulations governing these services.

2.0 Eligibility/Qualifications

In addition to other requirements stated in this RFQ, to be eligible for award, firms must demonstrate the following minimum qualifications and experience in their submittal packages:

- a. The firm must be appropriately licensed in the State of Florida as an architect or engineer and be in good standing.
- b. The firm shall meet all other legal, technical and professional (state, county, and local) requirements for providing the requested services.

3.0 No Oral Interpretations of the RFQ

No Person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements about the RFQ by the Town's representatives will not be binding on the Town and should not be relied upon by a firm. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the Town's website. A firm can only rely upon those interpretations of, or changes to, this RFQ that are issued by the Town in an addendum. By submitting qualifications, a firm certifies that its submitted qualifications are made without reliance on any oral representation by the Town, its agents, or employees.

4.0 Reviewing the RFQ and Addenda

Each firm should closely examine all of the documents and requirements in this RFQ. It is the sole responsibility of the firm to ensure that he or she has received and understands all of the pages of the RFQ. In accordance with the provisions of the American with Disabilities Act, this RFQ may be requested in an alternate format. If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, it shall immediately notify the Town of such error in writing and request modification or clarification of the document. Any modification made to this RFQ will be issued as an addendum. If a firm fails to notify the Town prior to the date and time fixed for submission of an error or ambiguity in the RFQ known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

No later than **4:00 p.m. on November 15, 2023**, each firm shall deliver to the Town all of the firm's questions concerning the intent, meaning and interpretation of this RFQ. Each firm shall be deemed to have waived all questions that are not submitted to the Town in compliance with this Section. A firm's questions may be delivered to the Town by hand-delivery, mail or e-mail but all such submittals shall be in writing and addressed to:

Town of South Palm Beach
James Titcomb, Town Manager
3577 South Ocean Blvd.
South Palm Beach, Florida 33480

If revisions to this RFQ become necessary, the Town will issue written addenda. The Town will endeavor to make sure all participating firms receive such addendum by posting the addendum on the Town's website (www.southpalmbeach.com); however, it is the sole responsibility of every

firm to verify with the Town whether any addendum has been issued prior to submitting sealed qualifications. If one or more addenda are issued, the firm must complete the Acknowledgement of Addenda form which is attached hereto as **Exhibit H**. The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect qualifications submitted in response to this RFQ.

5.0 Schedule and Deadlines for the RFQ

A summary schedule of the major activities associated with this RFQ is presented below. The Town, in its sole discretion, may modify the schedule as the Town deems appropriate. The Town will provide notification of any changes to the schedule by issuing written addenda as set forth above.

The following is an estimated schedule to be followed for this RFQ.

Advertisement of Public Notice: October 27, 2023 & November 10, 2023
Deadline for Written Questions: November 15, 2023
Qualifications Due Date: November 27, 2023
Evaluation Committee Meeting: TBD
Short List Announcements: December 4, 2023
Oral Presentations: TBD/if necessary
Town Council Shortlist Approval: December 12, 2023
Contract Negotiations: TBD
Town Council Contract Approval: TBD

Any Town Council Meetings will be held at Town Hall, 3577 South Ocean Blvd., South Palm Beach, Florida, or via communications media technology, if necessary. Firms shall contact the Town to confirm how to participate in any Town Council Meeting.

6.0 Property of the Town

All materials submitted in response to this RFQ become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a qualifications does not affect this right.

7.0 Legal Requirements

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFQ and the work to be performed under the Contract. A firm's lack of knowledge about the applicable laws shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

By submitting qualifications in response to this RFQ, the firm represents that it is familiar with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to the services required under this RFQ. If a firm discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the firm shall promptly report it to the Town Manager.

8.0 Litigation Concerning the RFQ and Agreement

By submitting qualifications, the firm agrees that: (a) any and all legal actions necessary to interpret or enforce this RFQ or the Agreement shall be governed by the laws of the State of

Florida; and (b) the exclusive venue for any litigation concerning this RFQ or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

9.0 Public Records

Any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a firm contends that part of its qualifications is not subject to disclosure, the firm shall identify specifically any information contained in the qualifications that the firm considers confidential or otherwise exempt from disclosure under the Public Records Law, and the firm shall cite the specific section of the law creating the exemption for such information. The Town reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFQ. The Town shall have no liability to a firm for the public disclosure of any material submitted to the Town in response to this RFQ, and the firm shall defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

10.0 Drug-Free Work Place

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Town receives two or more qualifications that are equal with respect to quality and service, the Town may give preference to qualifications received from a business that completes the attached DFW form, see **Exhibit D**, and certifies it is a DFW.

11.0 Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFQ. "Cone of Silence" means a prohibition on any written or non-written communication regarding this RFQ between any firm or firm's representative and any Town of South Palm Beach employee, or elected official. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Cone of Silence shall not apply to oral communications at any public proceeding, discussions or oral presentations before the Town Manager, and contract negotiations during any public meeting or any written questions regarding the RFQ submitted to the Town Manager in accordance with this RFQ. The Cone of Silence shall terminate at the time that the Town Council awards or approves a contract, rejects all qualifications or otherwise takes action which ends the solicitation process. A firm's representative shall include but not be limited to the firm's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the firm.

12.0 Prohibition on Contingent Fees and Truth in Negotiation

The firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure the resulting contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of such contract.

The firm, if awarded a contract hereunder, agrees to execute a truth-in-negotiations certificate and agrees that the contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

13.0 Prohibition on Scrutinized Companies

As provided in F.S. 287.135(2)(a), by submitting Professional Qualifications, or entering into any agreement with the Town, or performing any work in furtherance hereof, the firm certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The firm shall complete the attached Scrutinized Companies Certification Form which is attached here as **Exhibit E**.

14.0 Cost of Qualifications Preparation

The firm assumes all risks and expenses associated with the preparation and submittal of qualifications in response to this RFQ. The Town shall not be liable for any expenses incurred by the firm when responding to this RFQ, including but not limited to the cost of making presentations to the Town.

15.0 Implied Requirements

Products and services not specifically mentioned in this RFQ but which are necessary to provide the services described by this RFQ, shall be included in the qualifications. It is intended that this RFQ describe the requirements and response format in sufficient detail to secure comparable qualifications.

16.0 Proposal of Additional Services

If a firm indicates, or the Town requests, an offer of services in addition to those required by and described in this RFQ, these additional services may be added to the contract by amendment thereto signed by both parties.

17.0 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, as part of a resulting contract with the awarded firm, the firm agrees to:

1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (providing services or receiving funding under the Contract) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' new employees;
2. Secure an affidavit from all subconsultants (providing services or receiving funding under the Contract) stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subconsultant affidavits for the duration of the Contract;
4. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Contract; and
6. Be aware that if the Town terminates the Contract under Section 448.095(5)(c), Florida Statutes, the firm may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

18.0 Non-collusion

The firm certifies, through the submittal of its qualifications, that this Qualifications is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a qualifications for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision

exists, the Town may reject qualifications, terminate the resulting contract and/or prohibit the violator from bidding on future Town projects.

19.0 Code of Ethics; Conflict of Interest

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Firms are highly encouraged to review these documents in order to ensure compliance with the same. If any firm violates or is a party to a violation of an applicable Code of Ethics, such firm may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQs (or other procurement requests and invitations) for work or for goods or services for the Town. The award of a contract under this RFQ is subject to any and all applicable conflict of interest provisions found in the Florida Statutes and the Palm Beach County Code of Ethics. All firms must complete the Conflict of Interest Form attached hereto as **Exhibit C**.

20.0 Insurance

Prior to execution of the resulting contract derived from this RFQ, the awarded firm(s), at its sole expense, shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. The selected firm's failure to timely deliver the required insurance and other documentation may be cause for an annulment of the contract award to the firm. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the firm are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the firm under the contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance carriers must have an AM Best rating of at least A VII or better. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the requirements set forth in this section shall not relieve the selected firms of their liability and obligations under the resulting contract. The Town reserves the right, but not the obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of the contract. The firm shall agree that all of the coverages required herein shall be provided on a primary basis.

A. **Professional Liability.** The selected firms shall maintain during the term of the contract, standard Professional Liability Insurance or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000.00 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000.00, the Town reserves the right, but not the obligation, to review and request a copy of the firm's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the firm warrants the retroactive date equals or precedes the effective date of the awarded contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, the firm shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

B. **Commercial General Liability.** The selected firms shall maintain, during the life of the contract, commercial general liability, issued under an occurrence form basis, including

contractual liability to cover the hold harmless agreement set forth in the contract, with limits of not less than the following:

Each occurrence: \$1,000,000.00

Personal/advertising injury: \$1,000,000.00

Products/completed operations aggregate: \$2,000,000.00

General aggregate: \$2,000,000.00

Coverage shall extend to independent consultants and fellow employees. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

- C. **Workers' Compensation.** The selected firms shall carry Workers' Compensation Insurance and Employers' Liability Insurance for all employees in accordance with Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum.
- D. **Business Automobile Liability.** The selected firms shall maintain Business Automobile Liability insurance in the minimum amount of \$1,000,000.00 each accident covering all owned, non-owned and hired automobiles. In the event the firm does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the firm to agree to maintain only Hired & non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- E. **Waiver of Subrogation.** The selected firm shall agree to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the firm enter into such a contract on a pre-loss basis.
- F. **Umbrella or Excess Liability.** If necessary, the firm may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the Town shall be endorsed as an "Additional Insured" as set forth in subsection H below.
- G. **Deductibles.** All deductible amounts shall be paid for and be the responsibility of the selected firm for any and all claims under this Contract.
- H. **Additional Insured.** All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected firm shall specifically include the "Town of South Palm Beach, its Council Members, employees, and agents" as an "Additional Insured."

I. **Subconsultants.** It shall be the responsibility of the selected firm to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements herein.

21.0 Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of responding firms. It is the responsibility of a firm to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with Town representatives or advisors, shall be at each firm's own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no firm or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this RFQ either before or after receiving qualifications, may accept or reject any or all qualifications, may accept qualifications which deviate from the non-material provisions of this RFQ, and may postpone the qualifications due date and time. The Town may waive any minor irregularity which is defined as a variation from the terms and conditions of this solicitation that does not give the firm an unfair competitive advantage over other firms, or adversely impact the interests of the Town. In its sole discretion, the Town may determine the qualifications and acceptability of any firm or firms submitting qualifications in response to this RFQ. The Town will consider each qualifications to the maximum extent practicable and will document the reason for any rejection. Following submission of qualifications, the firm agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Qualifications and/or the firm, including the firm's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town. Any action taken by the Town in response to qualifications made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such qualifications, or in any cancellation of award, or in any withdrawal, postponement or cancellation of this RFQ, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Town, or its advisors. Any qualifications which does not meet the requirements of this RFQ may be considered non-responsive, and the qualifications may be rejected.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any qualifications submitted pursuant to this RFQ is at the sole risk and responsibility of the firm submitting such qualifications.

22.0 Subconsultants

The Town reserves the right to pre-approve all subconsultants, if any, for any services performed under a resulting contract.

23.0 Public Entity Crimes

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a

proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

II. QUALIFICATIONS PACKAGE AND DEADLINES

1.0 Contents of Qualifications Package

The RFQ is designed to provide the necessary information about your firm. Each submittal must include the checklist attached as **Exhibit A**. This checklist must appear immediately after the Letter of Transmittal. To ensure that all submittals may be evaluated on an equitable basis, the RFQ requires each firm to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the qualifications must appear **after** the required materials.

All qualifications packages shall be submitted by completing and returning the required documents as described below. The firm should submit all required documents. The submittal package should be organized as listed below:

A. Letter of Transmittal (not to exceed three single-sided pages)

This letter will summarize in a brief and concise manner the following:

- General summary of the firm; how long in business; general approach to tasks and projects; location; and, summary of the firm's qualifications.
- The firm's brief understanding of the particular scope of services to be considered for Qualification, its commitment to perform the services and a statement why the firm believes itself to be best qualified to perform the services. The letter should illustrate how each firm can offer complete design services to assist the Town in a range of design services assignments including but not limited to the tasks listed in this RFQ.
- The letter must name all persons or entities interested in award as principals. Identify all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the firm must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.

B. References & Materials (not to exceed 30 double-sided pages plus the form)

1. ***Evidence of ability and experience of firm and professional personnel:*** firm shall provide a summary of the firm's and its personnel's abilities and experience in providing the requested services and include the firm's organizational structure. Bullet point format is appreciated. Include evidence of adequate personnel to perform the work. Firms shall provide one page summaries or resumes of key personnel to be assigned to provide services to the Town. Resumes should include a description of:

- Training, education and degrees.
- Relevant experience (for the particular tasks), including SIPs experience, for whom, and role played.

- Any grant writing ability/experience.
- Professional certifications, licenses and affiliations.

Include the firm's and each individual's experience working with various local, county, and state governments. Preference may be given to firms with past experience on similar SIPs projects within the past five years and knowledge of federal, state, and local laws and regulations and SIPs standards and codes. Describe any special resources that the firm or the firm's personnel to be assigned to these services may bring to the services or expertise in technical areas which will specifically benefit the Town. Make sure to include the minimum required qualifications set forth in Section I. General Terms and Conditions, paragraph 2.0 Eligibility/Qualifications.

2. Evidence of successful past performance for similar projects: Firms shall identify successful past performance for similar projects. Firms shall use the Reference Form (attached hereto as **Exhibit G** and incorporated herein) to provide a minimum of five (5) references demonstrating their successful past performance. Preference may be given to prior experience with SIPs building systems. Firms are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Emphasis will be placed on the firm's past experience with similar projects within the past five years.

C. Evidence of Ability to Deliver on Time and Within Budget. Firms shall provide a summary regarding their ability to deliver the requested services in a specific timeframe and within a specific budget. The firm's summary regarding the ability to deliver within a specific budget shall **NOT** include any prices, proposals, or rates for the services requested hereunder, but should include cost control techniques and other techniques implemented by the firm to ensure that services are provided within a given budget. Information regarding financial and technical resources, dedicated staff and recent, current and projected firm workload should be provided. Emphasis will be placed on firm's identification of qualified individuals to provide services and their availability for the same. Firms should include a statement or two regarding the willingness and ability of personnel to make themselves available to Town staff during the project, e.g., telephone calls and meetings with staff, local business owners, and other interested parties, meetings with the Town Council, etc. The firm must have sufficient personnel for back-up and/or emergencies to assure prompt scheduling and completion of services.

D. Approach to Scope of Services (unlimited)

Firms should present their approach to accomplishing the delivery of services to the Town. Firms should include their working knowledge of the Town of South Palm Beach. State the firm's project management plan for the services, its interpretation of the scope of services, and its method of approach. Summarize other firm resources available to meet the Town's needs. Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the Town.

E. Litigation and/or Terminations (unlimited)

Firms shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the firm or any of its principals has ever been declared bankrupt or reorganized

under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the firm and/or any of its principals.

Firms shall also state if the firm has had contracts for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Firms shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

F. Addenda (unlimited pages)

Firms shall complete **Exhibit H**, the Acknowledgement of Addenda form. This section shall include a statement acknowledging receipt of each addendum issued by the town. Each firm is responsible for contacting the Town to obtain addenda. This form may be included in the Submittal Package after the References Form.

G. Proof of Licenses (unlimited)

Firms shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of firm's Business Tax Receipt (as applicable).

H. Evidence of Minority Business Enterprise (unlimited)

Firms shall provide their certification as a minority business enterprise in accordance with Chapter 287, Florida Statutes, if applicable.

2.0 Additional Documents

The firm shall also include the following documents in its Submittal Package: Checklist (see **Exhibit A**), Qualifications Submittal Form (**Exhibit B**), Conflict of Interest Form (see **Exhibit C**), Drug Free Workplace Form (see **Exhibit D**), Scrutinized Companies Certification (see **Exhibit E**), E-Verify Form (see **Exhibit F**), and References Form (see **Exhibit G**).

3.0 Representations by Submittal of Qualifications

By submitting Qualifications, the firm warrants, represents, certifies, and declares that:

- A. Person(s) designated as principal(s) of the firm are named and that no other person(s) other than those therein mentioned has (have) any interest in the anticipated contract.
- B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
- C. The firm understands and agrees to all elements of the RFQ unless otherwise negotiated, and that the RFQ shall become part of any contract entered into between the Town and the firm.
- D. By signing and submitting Qualifications, firm certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

- E. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its Qualifications does not violate this statute.
- F. The firm recognizes and agrees that the Town will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure or submittal of its Qualifications to third parties.
- G. The individual signing on behalf of the Firm certifies that he or she is authorized to sign for the firm.

4.0 Copies and Deadlines; Acceptance Period

The submission of qualifications must be received by the Town Clerk at Town Hall, 3577 South Ocean Blvd., South Palm Beach, FL 33480. The firm's qualifications package may be changed at the firm's discretion until the RFQ due date and time is reached. A firm may withdraw its qualifications by requesting the same in writing to the Town Clerk prior to the deadline. Modifications offered after the deadline will not be considered. The firm will no longer be allowed to change the qualifications package after the RFQ due date and time.

A firm's failure to submit a qualifications package as required before the deadline shall cause their qualifications package to be disqualified. Under no circumstances shall qualifications packages delivered to or received by the Town after the RFQ due date and time be accepted or considered. It is the sole responsibility of the submitting firm that the qualifications package is received by the Town Clerk on or before the RFQ due date and time. The Town shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any qualifications packages after the RFQ due date and time. Each qualifications submitted shall be valid for a period of one hundred twenty (120) days after the RFQ submission deadline date to allow time for evaluation, selection and any unforeseen delays. The 120 days may be extended upon agreement of the parties.

III. EVALUATION PROCESS

1.0 Pre-Proposal Conference

There is **NO** Pre-Proposal Conference scheduled for this RFQ.

2.0 Evaluation, Scoring and Award of Contract

The Town Manager will consider each qualifications submitted to the maximum extent practicable and will consider all listed evaluation criteria. The Town will award the contract(s) to the most qualified and responsible firm(s) possessing the ability to perform successfully under the terms and conditions of this RFQ and subject to fair and reasonable compensation (discussed only during the negotiations).

Pursuant to section 287.05701, Florida Statutes (2023), the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

A. Certification of Qualified Firm. The Town Manager will evaluate and determine which firms are qualified to provide the requested services consistent with the qualification evaluation criteria. The qualification evaluation criteria follow: Capabilities of the firm; adequacy of personnel; past record of performance; experience of the firm; licensing/certifications of firm; and whether the firm is a certified minority business enterprise (not required). The firm must be a properly licensed business in the State of Florida and have an architect or engineer licensed in the State of Florida on staff.

B. Competitive Selection. Once the Town Manager determines which firms are qualified, he/she shall rank the qualifications based on the competitive negotiations evaluation criteria and make a recommendation of the top firm to the Town Council. If the Town Manager determines that the solicitation has not generated adequate competition, he/she may choose to not move forward with the evaluation. The competitive negotiations evaluation criteria follow:

Criteria	Max Points
Ability and experience of firm and professional personnel (preference may be given to SIPs related abilities and experience)	35 points
Successful past performance for similar projects (preference may be given to SIPs projects)	35 points
Willingness and ability to meet time and budget requirements	15 points
Approach to Services	5 points
Terminations and/or litigation	5 points
Minority Business Enterprise (not required)	5 points
MAXIMUM POINTS	100 POINTS

The selection process consists of evaluation and scoring by the Town Manager and the ranking of up to the top three (3) firms. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the total points awarded to each firm. The total points will be used to rank each firm 1, 2, 3, 4, etc.

If desired, the Town Manager may require presentations by the top three firms. The ranking of up to the top three firms shall be presented to and approved by the Town Council at a duly noticed public meeting. It is anticipated that the Town Council will award the RFQ to the firm(s) that submits the best overall qualifications(s), subject to the negotiation of fair and reasonable compensation. The Town, in its sole discretion, reserves the right to award one or more contracts for the services advertised. The Town Council shall have the exclusive authority to select the best overall qualifications and make any determinations concerning the responsiveness of the firms, the value of their qualifications, the firms' respective abilities to satisfactorily perform the work specified in the Town's RFQ, and all other related matters.

C. Negotiations. After the Town Council has approved the ranking of the top firms, the Town Manager may negotiate a contract with each of the highest ranked firms for

professional services at compensation determined to be fair, competitive and reasonable. The terms and conditions of the resulting contract will be negotiated with the successful firm. If the Town and a successful firm cannot agree on the terms and conditions of the resulting contract or fees, the Town reserves the right to terminate negotiations with said successful firm and move to the next ranked firm to commence negotiations. Negotiations may continue in this process until the Town is able to enter into a contract(s) with the firm(s) that best meets the needs of the Town. The resulting contract shall include a provision for termination without cause. Such contracts shall be in compliance with all applicable laws, ordinances, policies, rules and regulations. The contract shall include hourly rates for personnel and allowable costs and expenses.

3.0 Miscellaneous Evaluation Process Information

Qualifications must be responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFQ. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. As part of the evaluation process, the Town may conduct an investigation of references, including, but not limited to, a record check of consumer affairs complaints. By submitting qualifications, a firm acknowledges this process and consents to the Town's investigation.

EXHIBIT A
CONSULTANT CHECKLIST

Note:

- 1) This Exhibit must be included in RFQ immediately after the Letter of Transmittal.
- 2) RFQ Package must be put together in the order set forth in this checklist.
- 3) Any supplemental materials must appear after those listed below and be tabbed “Additional RFQ Information”

- _____ Letter of Transmittal
- _____ Copy of this Checklist (Exhibit A)
- _____ References & Materials
- _____ Evidence of Ability to Deliver on Time and Within Budget
- _____ Approach to Scope of Services
- _____ Litigation and/or Terminations
- _____ Proof of Licenses
- _____ Minority Business Enterprise/Women’s Business Enterprise
- _____ Qualifications Submittal Form (Exhibit B)
- _____ Conflict of Interest Statement (Exhibit C)
- _____ Drug Free Workplace form (Exhibit D)
- _____ Scrutinized Companies Certification (Exhibit E)
- _____ E-Verify Form (Exhibit F)
- _____ Reference Form (Exhibit G)
- _____ Acknowledgment of Addenda (Exhibit H)

EXHIBIT B
QUALIFICATIONS SUBMITTAL FORM

1. SUBMITTING FIRM NAME: _____
2. PRIMARY OFFICE LOCATION: _____
3. TELEPHONE NUMBER: _____
4. EMAIL: _____
5. TYPE OF FIRM:
CORPORATION _____ INDIVIDUAL _____ OTHER _____

6. IF CORPORATION, COMPLETE THE FOLLOWING:

- A. Date Incorporated: _____
- B. State Incorporated: _____
- C. Date Authorized in Florida: _____
- D. President: _____
- E. Vice President: _____

IF PARTNERSHIP, COMPLETE THE FOLLOWING:

- A. Date organized: _____
- B. Type: General _____ Limited _____
- C. Name of Partners _____

7. SECRETARY OF STATE'S CHARTER NUMBER _____
(Attach Copy)

8. FEDERAL EMPLOYERS IDENTIFICATION NUMBER _____

9. PROFESSIONAL LIABILITY INSURANCE? YES _____ NO _____
IF YES, ANSWER THE FOLLOWING:

_____ A. Policy Number: _____

_____ B. Company Name: _____

_____ C. Amount: _____

_____ D. Expiration Date: _____

10. WHAT IS YOUR PRIMARY BUSINESS? _____

I, the undersigned, certify that any and all information contained in this Qualifications submitted in response to the RFQ is true. I certify that this Qualifications is made without prior understanding, agreement, or connections with any other corporation, firm or person and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions and certifications of the RFQ, and certify that I am authorized to sign on behalf of the firm.

AUTHORIZED SIGNATURE

TITLE

PRINT NAME

DATE

EXHIBIT C

CONFLICT OF INTEREST STATEMENT

This Request for Qualifications is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of South Palm Beach and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

[] To the best of our knowledge, the undersigned business has **no** potential conflict of interest for this RFQ due to any other clients, contracts, or property interests.

[] To the best of our knowledge, the undersigned business has **no** potential conflict of interest for this RFQ as set forth in the policies and Code of Ordinances of the Town of South Palm Beach, as amended from time to time.

[] To the best of our knowledge, the undersigned business has **no** potential conflict of interest for this RFQ as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR QUALIFICATIONS OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

EXHIBIT D

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received 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. 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 employees 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 5 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 this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT E

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, _____, on behalf of _____ (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Firm is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 2023, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary _____
My Commission expires: _____

EXHIBIT F

**STATE OF FLORIDA
E-VERIFY**

Contract No: _____
Financial Project No(s) (if applicable) _____
Project Description: _____

Vendor/Firm acknowledges and agrees to the following:

Vendor/Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. Shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____ Date: _____

EXHIBIT "G"

REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided similar services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

Completed on time: Yes__ No__ (explain: _____).

Completed within budget: Yes__ No__ (explain: _____).

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

Completed on time: Yes__ No__ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____ Fax: (____)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

Completed on time: Yes__ No__ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#4 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____)_____ Fax: (____)_____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

Completed on time: Yes__ No__ (explain:_____).

Completed within budget: Yes__ No__ (explain:_____).

#5 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Contact Person Name: _____ Title: _____

Description of services: _____

_____.

Completed on time: Yes__ No__ (explain: _____).

Completed within budget: Yes__ No__ (explain: _____).

EXHIBIT H

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|------------------|-------------------|
| _____ Addendum 1 | _____ Addendum 6 |
| _____ Addendum 2 | _____ Addendum 7 |
| _____ Addendum 3 | _____ Addendum 8 |
| _____ Addendum 4 | _____ Addendum 9 |
| _____ Addendum 5 | _____ Addendum 10 |

AUTHORIZED SIGNATURE

TITLE

PRINT NAME

DATE