

REQUEST FOR PROPOSALS (RFP)

Owner's Representative

RFP NO. 10-10-2023-P

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 PROPOSALS OWNER'S REPRESENTATIVE RFP NO. 10-10-2023-P

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LEGAL NOTICE

The Town of South Palm Beach (the “Town”) is requesting proposals from qualified and experienced consulting firms/individuals to provide Owner’s Representative services. Services will include oversight of the design and construction of the Town’s new Town Hall (the “Project”). A scope of potential services is attached as **Exhibit A** and incorporated into this Request for Proposals (“RFP”).

The new Town Hall building will be built at the same location as the current Town Hall, 3577 South Ocean Blvd., South Palm Beach, FL 33480. The new Town Hall will serve as the administrative center for the Town. The Town anticipates awarding a contract to one (1) or more firms/individuals. There is no guarantee of a minimum amount of work under any contract.

RFP 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 this RFP, the Town’s Purchasing policies, and all applicable federal, state, and local requirements. The Town shall evaluate the proposals submitted by the firms/individuals using criteria as outlined in the RFP and the Town Council will select the firm(s)/individual(s) it considers to be the best qualified to serve the Town’s interest. The Town reserves the right in its sole discretion to withdraw this RFP, to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All questions and requests for additional information in connection with this RFP 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 INFORMATION

1.0 Project Objective

The Town of South Palm Beach (the “Town”) is requesting proposals from qualified consulting firms or individuals (hereinafter, collectively referred to as “firm” or “firms”), to provide Owner’s Representative services relating to the design and construction of the Town’s new Town Hall (the “Project”).

The Town has determined that engaging the assistance of a team of design and/or construction industry professionals organized as an Owner’s Representative professional as the most flexible, cost-effective means to achieve the coordination necessary to meet the expectations and demands of the Town when designing and constructing a new Town Hall. The Owner’s Representative will act on behalf of the Town to ensure the Project stays on track, on schedule, meets the needs and requirements of the Town, and within the approved budget for the duration of the Project. The Town anticipates awarding a contract to one (1) or more firm(s). Firms selected by the Town will provide services to the Town. There is no guarantee of a minimum amount of work under any contract. A scope of services is attached as **Exhibit A** and incorporate into this Request for Proposals (“RFP”).

2.0 Submittal of Proposals

Interested firms are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

RFP 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. All proposals must be typed or written in ink and must be signed in ink by an officer having authority to bind the firm. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

The Town reserves the right in its sole discretion to withdraw this solicitation, reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney’s fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the firm. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements, and forms (unless supplemented by Town-issued addendum). It is the responsibility of the firm to ensure that all pages are included. Therefore, all firms are advised to closely examine this RFP.

3.0 No Oral Interpretations of the RFP

No Person is authorized to give oral interpretations of, or make oral changes to, this RFP. Therefore, oral statements about the RFP 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 RFP will be made in the form of a written addendum to the RFP. Any addendum to this RFP will be posted on the Town’s website. A firm can only rely upon those interpretations of, or changes to, this RFP that are issued by the Town in an addendum. By submitting a proposal, a firm certifies that its submitted proposal are made without reliance on any oral representation by the Town, its agents, or employees.

4.0 Reviewing the RFP and Addenda

Each firm should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the firm to ensure that he or she has received and understands all of the pages of the RFP. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format. If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Town of such error in writing and request modification or clarification of the document. Any modification made to this RFP 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 RFP 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 RFP. 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
Email: jtitcomb@southpalmbeach.com

If revisions to this RFP 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 a sealed proposal. If one or more addenda are issued, the firm must complete the Acknowledgement of Addenda form which is attached hereto as **Exhibit I**. The Town provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect proposals submitted in response to this RFP.

5.0 Schedule and Deadlines for the RFP

A summary schedule of the major activities associated with this RFP 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 RFP.

Advertisement of Public Notice: October 27, 2023 & November 10, 2023
Deadline for Written Questions: November 15, 2023
Proposal 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 RFP become the property of the Town. The Town has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal 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 RFP 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 a proposal in response to this RFP, 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 RFP. If a firm discovers any provision in this RFP 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 Contract Agreement / Compensation

The terms and conditions of the resulting contract will be negotiated with the selected firm. If the Town and the selected firm cannot agree on the terms and conditions of the resulting contract, the Town reserves the right to terminate negotiations with the selected firm and move to the next highest ranked firm to commence negotiations. Negotiations may continue in this process until the Town is able to enter into a contract with a firm that best meets the needs of the Town.

While the Town anticipates awarding one contract, the Town reserves the right to award to more than one firm if it is in the best interests of the Town.

Awarded contracts which will cross fiscal-years are subject to the Town's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the Town will have the right to terminate the contract without cause. The Town need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

Unless otherwise agreed to by the Town, the resulting contract will include the Town's legally required and other standard terms and conditions, any negotiated terms and conditions, and the following provisions: "The Owner's Representative agrees to indemnify, defend, and hold the Town, its officials, employees, and agents harmless from and against any and all liability on account of any damages, injuries, death, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, (collectively, "Claims") as a direct or indirect result of the Owner's Representative's performance (or lack thereof) under this Agreement or the Owner's Representative's violation of law, rule, ordinance, or regulation while performing (or failing to

perform) under this Agreement. Nothing contained in this Agreement shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver and limitations set forth in Section 768.28, Florida Statutes, as amended from time to time. The parties agree that the provisions, waiver, and limitations set forth in Section 768.28 are deemed to apply to this Agreement to Claims arising in tort and to Claims arising in contract.”

9.0 Litigation Concerning the RFP and Agreement

By submitting a proposal, the firm agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFP or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

10.0 Public Records

Any material submitted in response to this RFP 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 proposal is not subject to disclosure, the firm shall identify specifically any information contained in the proposal 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 RFP. The Town shall have no liability to a firm for the public disclosure of any material submitted to the Town in response to this RFP, 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.

11.0 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 proposals that are equal with respect to price, quality, and service, the Town may give preference to proposals received from a business that completes the attached DFW form, see **Exhibit E**, and certifies it is a DFW.

12.0 Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFP. “Cone of Silence” means a prohibition on any written or non-written communication regarding this RFP 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 RFP submitted to the Town Manager in accordance with this RFP. The Cone of Silence shall terminate at the time that the Town Council awards or approves a contract, rejects all proposals, 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.

13.0 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.

14.0 Prohibition on Scrutinized Companies

As provided in F.S. 287.135(2)(a), by submitting a proposal, 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 F**.

15.0 Cost of Proposal Preparation

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

16.0 Implied Requirements

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

17.0 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 RFP, these additional services may be added to the contract by amendment thereto signed by both parties.

18.0 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.

19.0 Non-collusion

The firm certifies, through the submittal of its proposal, that this proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal 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 proposals, terminate the resulting contract, and/or prohibit the violator from bidding on future Town projects.

20.0 Code of Ethics; Conflict of Interest

This RFP 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 RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFPs (or other procurement requests and invitations) for work or for goods or services for the Town. The award of a contract under this RFP 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 D**.

21.0 Insurance

Prior to execution of the resulting contract derived from this RFP, 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.

22.0 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 RFP. Any reliance on the contents of this RFP, 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 RFP 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 proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject any or all proposals, may accept proposals which deviate from the non-material provisions of this RFP, and may postpone the proposal 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 (1) affect the price of the proposal, (2) give the firm an unfair competitive advantage over other firms, or (3) 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 proposals in response to this RFP. The Town will consider each proposal to the maximum extent practicable and will document the reason for any rejection. Following submission of proposals, the firm agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal 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 proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposal, or in any cancellation of award, or in any withdrawal, postponement or cancellation of this RFP, 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 proposal which does not meet the requirements of this RFP may be considered non-responsive, and the proposal may be rejected.

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

23.0 Subconsultants

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

24.0 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 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. PROPOSAL PACKAGE

1.0 Contents of Proposal Package

Each firm shall submit **one (1) original, one (1) copy, and one (1) electronic copy of their proposal**, in a clear, concise format, on 1/2" x 11" paper, in English. Electronic copy shall be provided on USB drive.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a firm to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by the owner/principal having the authority to bind the firm in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each firm.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

Table of Contents

A. Qualifications Submittal Form

Exhibit C hereto

B. 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 scope of services, its commitment to perform the services, and a statement why the firm believes itself to be best qualified to perform the services.
- 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.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Firms shall make their own independent evaluation of the requirements of the state law. The Town will not consider submittals that identify a joint partnership to be formed.

C. Responsiveness & Methodology (unlimited)

Firms shall provide a comprehensive proposal addressing all the required services as provided in this solicitation. The proposal shall clearly provide for the methodology and approach to the project with details of each step of the project that will be completed and summarize other firm resources available to meet the Town's needs. The emphasis will be given to proposals that provide detailed and innovative strategies and that demonstrate knowledge of the project and capability to meet the project requirements.

D. Cost Effectiveness (unlimited)

Firms are to propose compensation packages for the services to be performed under this RFP. Additionally, Firms shall provide a summary regarding their ability to deliver the requested services in a specific timeframe and within a specific budget. Information regarding financial and technical resources, dedicated staff and recent, current and projected firm workload should be provided.

E. References & Materials (not to exceed 30 double-sided pages plus Exhibit H)

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.
- Current job title, responsibilities, and type of work performed
- Experience on projects similar to that requested in this RFP
- Professional certifications, licenses and affiliations.

Include the firm's and each individual's experience working with various local, county, and state governments. Emphasis may be placed on individual past experience on similar projects, within the past five years and knowledge of federal, state, and local laws and regulations.

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 H** and incorporated herein) to provide a minimum of five (5) references demonstrating their successful past performance. 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.

F. 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 RFP 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.

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); and
- Other proof of specific qualifications.

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.

I. Addenda (unlimited)

Firms shall complete **Exhibit I**, 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.

2.0 Additional Documents

The firm shall also include the following documents in its Submittal Package: Checklist (see **Exhibit B**), Qualifications Submittal Form (**Exhibit C**), Conflict of Interest Form (see **Exhibit**

D), Drug Free Workplace Form (see **Exhibit E**), Scrutinized Companies Certification (see **Exhibit F**), E-Verify Form (see **Exhibit G**).

3.0 Representations by Submittal of the Proposal

By submitting a proposal, 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 proposal or in the anticipated contract.
- B. The proposal is submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting a proposal, and that the proposal, in all respects, true and correct without collusion or fraud.
- C. The firm understands and agrees to all elements of the RFP unless otherwise negotiated, and that the RFP shall become part of any contract entered into between the Town and the firm.
- D. By signing and submitting the proposal, 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 a proposal to the Town for 36 months following the date of being placed on the convicted firm list. The firm certifies that submittal of its proposal 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 proposal 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 the proposal must be received by the Town Clerk at Town Hall, 3577 South Ocean Blvd., South Palm Beach, FL 33480. The firm's proposal package may be changed at the firm's discretion until the RFP due date and time is reached. A firm may withdraw its proposal 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 proposal package after the RFP due date and time.

A firm's failure to submit a proposal package as required before the deadline shall cause their proposal package to be disqualified. Under no circumstances shall proposal packages delivered to or received by the Town after the RFP due date and time be accepted or considered. It is the sole responsibility of the submitting firm that the proposal package is received by the Town Clerk on or before the RFP 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 proposal packages after

the RFP due date and time. Each proposal submitted shall be valid for a period of one hundred twenty (120) days after the RFP 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 AND AWARD

1.0 Pre-Proposal Conference

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

2.0 Evaluation

The Town may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated Town official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the Town Council with or without discussions. The Town will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The Town Council is not bound by the recommendation of the Evaluation Committee, and the Town Council may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the Town consistent with the evaluation criteria in this RFP.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the Town to award the proposal to the lowest priced firm, and the Town reserves the right to award the contract to the firm submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town consistent with the evaluation criteria. The Town shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, firm's response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the Town of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible, firms shall have the capability in all respects to fully perform the requirements identified in the RFP documents. Firms shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a Town project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The Town reserves the right to make the determination if the firm is responsible by taking into consideration the firm's past performance on any contract involving similar work and/or services; the firm's skill and business judgment; the firm's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the Town may obtain relating to the firm, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

At its sole option, the Town may select the top two to five firms and require presentations from each firm before making the final selection. This requirement is at the sole discretion of the Town.

While the Town allows firms to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the firm who is most advantageous to the Town.

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.

3.0 Evaluation Criteria and Scoring

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations.

Criteria	Max Points
Ability and experience of firm and professional personnel	35 points
Successful past performance for similar 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

3.0 Award

The selected firm will be notified in writing with an intent to award letter. After such notification, the Town Manager may negotiate a contract with the highest ranked firm for professional services at compensation determined to be fair, competitive and reasonable. If the Town and the highest ranked firm cannot agree on the terms and conditions of the resulting contract or fees, the Town reserves the right to terminate negotiations with said highest ranked 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.

4.0 Miscellaneous Evaluation Process Information

Proposals must be responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, 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 a proposal, a firm acknowledges this process and consents to the Town’s investigation.

[page intentionally left blank]

EXHIBIT A

SCOPE OF SERVICES

The scope of services presented herein is a general assessment of the tasks and deliverables expected of the Owner's Representative firm. The Town expects the selected firm(s) to perform in a manner that supports and facilitates the Town's management of the Project through effective collaboration between the Town, the Town's design firm, and the Town's construction firm. The Town expects the selected firm(s) to take responsibility for coordinating the relationships between these entities and in a manner that is consistent with best practices in the pertinent industry, and which facilitates prompt, complete, and smooth hand-offs between these entities, thereby minimizing gaps and/or delays. The selected firm(s) will provide recommendations, advice, assessments, and information to the Town about the Project that will allow the Town to take necessary actions to meet objectives regarding design and construction, as well as regulatory aspects of the project for budget, schedule, and quality. The services that may be required of the Owner's Representative include, but are not limited to, the following:

- Review all design, site, layouts, and planning concepts, designs, and documents for conformance with industry standards, criteria, industry standard practice, and value engineering opportunities as well as for conformance with Town's requirements, expectations, and goals for this project.
- Review cost estimates in accordance with industry standards, current and future market conditions, and value engineering opportunities.
- Review of any change orders, work orders, or supplemental agreements.
- Throughout the Project, provide in-depth review of the design, plans, and architectural proposals including but not limited to plan review, request for information responses, shop drawing oversight, conceptual reviews, cost-saving initiatives, Town's direct purchase (ODP) opportunities, cost estimates, and value engineering.
- Throughout the Project, implement and maintain a Cost Management System (CMS) to record, track and manage current and forecasted Project costs and provide and update cash flow projections through project completion. The CMS will cover the cost of change orders, allowances, and contingencies with respect to the Project budget. The Owner's Representative shall work with Town staff to coordinate the reporting of Project accounts, invoices, payments, and other financial matters.
- Throughout the Project, the Owner's Representative will prepare and provide Project Reports outlining the status, progress, issues, forecasts, and next steps related to the Project. The Owner's Representative will work with Town staff to develop the format, audience, content, and frequency of the report.
- Develop an overall construction schedule that considers key factors including design, permitting, inspection, construction phasing, move-in, and final occupancy.
- Review and modify, as necessary, the overall project construction schedule outlining the responsibilities of the project team. Outline responsibilities to assist Town staff to best help coordinate construction, permitting, inspection, and design activities.
- Evaluate the construction firm's detailed construction phasing schedule that considers maintaining existing and proposed Town operations

- Work with the construction firm for the purchase of specialized materials.
- Update project budgets, cash flows, and schedules as required. Review all project- related invoices and make recommendations to Town staff regarding payment.
- Review and coordinate construction schedule, logistics/phasing, and budget to confirm compliance with the project budget, schedule, and phasing.
- Bring field conditions to the attention of Town staff and provide recommendations for resolutions consistent with the project budget and schedule objectives.
- Coordinate with project team, equipment planner, and furniture dealer to confirm timely planning, procurement, and installation of all furniture, fixtures and equipment.
- Schedule with the design firm to make periodic visits and observations of the construction site and perform such other services required to become familiar with the general progress, quality, and conformance of the work. Oversee the issuance of and actions required in connection with the design firm's field reports.
- Maintain the CMS system to manage the budget, track expenditures, forecast costs, manage allowances, holds and contingencies and alternates, and forecast final costs as compared to the budget.
- Develop and implement a system for the review and processing of change orders. Verify if a change order is warranted. Evaluate and validate the supporting documents and make a recommendation to Town staff.
- Review, negotiate, and make recommendations to Town staff regarding all claims for additional services, work, and/or extension of time in connection with the Project.
- Work with the design firm, construction firm, and Town staff in commissioning of the building and component systems, as needed.

These tasks are not to be construed as a complete statement of all duties to be performed. The Owner's Representative 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.

EXHIBIT B
CONSULTANT CHECKLIST

Note:

- 1) This Exhibit must be included in RFP immediately after the Letter of Transmittal.
- 2) RFP 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 RFP Information”

- _____ Qualifications Submittal Form
- _____ Letter of Transmittal
- _____ Copy of this Checklist (Exhibit B)
- _____ Responsiveness & Methodology
- _____ Cost Effectiveness
- _____ References & Materials
- _____ Litigation and/or Terminations
- _____ Proof of Licenses
- _____ Minority Business Enterprise/Women’s Business Enterprise
- _____ Conflict of Interest Statement (Exhibit D)
- _____ Drug Free Workplace form (Exhibit E)
- _____ Scrutinized Companies Certification (Exhibit F)
- _____ E-Verify Form (Exhibit G)
- _____ Acknowledgment of Addenda (Exhibit I)

EXHIBIT C
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 RFP 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 RFP, and certify that I am authorized to sign on behalf of the firm.

AUTHORIZED SIGNATURE

TITLE

PRINT NAME

DATE

EXHIBIT D

CONFLICT OF INTEREST STATEMENT

This Request for Proposals 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 RFP 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 RFP 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 RFP 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 E

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 F

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 G

**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 H
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 I

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