



**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 19-29R  
REQUEST FOR PROPOSALS**

**CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine FL 32084**

**904-209-0150**

**[www.sjcfcl.us/Purchasing/Index.aspx](http://www.sjcfcl.us/Purchasing/Index.aspx)**

**FINAL 11/21/19**

**RFP NO: 19-29R CDBG-DR OWNER OCCUPIED  
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**ST. JOHNS COUNTY, FL –RFP NO: 19-29R CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting Proposals for **RFP No: 19-29R; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction.** Interested and qualified respondents may submit Proposals, according to the requirements described herein, to the St. Johns County Purchasing Department. **All Proposals MUST be submitted by or before 4:00 P.M. (EST) on Thursday, December 26, 2019.** Any packages delivered to or received by purchasing after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds.

St. Johns County is re-soliciting Proposals from qualified Firms to increase the pool of Contractors for the performance of the rehabilitation, reconstruction, and/or elevation of single family (one to four (1 to 4) unit residential structures), or the rehabilitation of manufactured home unit (MHU) structures; in compliance and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR) Awarded firm(s) shall be responsible for the performance of all required construction work on each structure; including, but not limited to: roofing, framing, masonry, electrical, plumbing, well and/or septic, HVAC, millwork, flooring, drywall, finishing, demolition, removal of hazardous materials, site work, elevation, permitting; construction management, and administration through to project close-out, and any other services that may be required at each property; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and compliance with Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), City and County Building Codes and standards, St. Johns County Land Development Code (<http://www.sjcfl.us/LongRangePlanning/LandDevCode.aspx>), CDBG-DR required HUD CPD Green Building Retrofit Checklist, and CDBG-DR program intent. All submitted Proposals shall be for principal firms and may include sub-contractors.

Proposals are available for downloading from *Onvia Demandstar, Inc.*, at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document #19-29R. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all **questions** or requests for information relating to this Request for Proposals shall be **submitted in writing** by or before close of business (**5:00 P.M.**) on **Thursday December 12, 2019.**

**Designated Point of Contact:** April Bacon, Disaster Recovery Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [abacon@sjcfl.us](mailto:abacon@sjcfl.us)

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Jaime Locklear, MPA, CPPO, CPPB, Purchasing Manager, at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us).

**Interested firms shall not contact, lobby, or otherwise communicate with any St. Johns County staff member, including any member of the Board of County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”.** According to SJC Policy, any such communication shall result in disqualification from consideration for award of a contract for these services.

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP No: 19-29R; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction.** Each package submitted must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive, which shall

include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

Any respondent, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of Proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

**The St. Johns County Board of County Commissioners reserves the right to reject any or all submitted Proposals, waive minor formalities, or award to/negotiate with any firm whose submitted Proposal best serves the interest of St. Johns County.**

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

**PART II: INTRODUCTION**

**A. TENTATIVE SCHEDULE OF EVENTS**

The County proposes the tentative schedule of events provided below for this Request for Proposals (RFP), and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the County’s needs.

Advertisement of Request for Proposals	November 28, 2019
Deadline for RFP Questions	December 12, 2019
Issuance of Final Addendum	December 19, 2019
Proposal Submission Deadline	December 26, 2019
Evaluation of Submitted Proposals	January 2, 2020
Presentation of Award Recommendation to SJC BOCC	February 4, 2020
Issuance of Notices of Award & Contracts	February 12, 2020

**B. DUE DATE & LOCATION**

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, December 26, 2020**. Any packages received after this deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

**Proposals shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**C. DESIGNATED POINT OF CONTACT**

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: April Bacon, Disaster Recovery Procurement Coordinator at [abacon@sjcfl.us](mailto:abacon@sjcfl.us).

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Jaime Locklear, MPA, CPPO, CPPB, Purchasing Manager, at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us).

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

**D. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions and/or inquiries related to this RFP, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before five o’clock (**5:00 P.M.**) EST on **Thursday, December 12, 2019**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

**E. ADDENDA**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the County to any requirements, terms or conditions not stated herein.

All copies of acknowledged addenda, if applicable, must be submitted in **Section 9: Administrative Information**.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for Proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposals.

## **F. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

## **G. PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that this Request for Proposal and the responses thereto are public record. Proposers should identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the Proposal may result in such information being subject to release if requested in a public records request.

## **H. SOLICITATION POSTPONEMENT / CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

## **I. RIGHT TO REJECT / ACCEPT**

The County reserves the right to accept or reject any or all submitted packages, waive minor formalities, and to award to the Respondent(s) that best serve the interests of St. Johns County.

## **J. COMPLIANCE WITH POLICY AND PROCEDURES MANUALS**

All terms and conditions of the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR.

## **PART III: SCOPE OF SERVICES**

### **A. BACKGROUND**

On October 7, 2016, Hurricane Matthew impacted St. Johns County inflicting property damage from wind, rain, and flooding. This was one of the most significant storms to impact the County in recent history and brought historical rainfall and flooding throughout St. Johns County. Unprecedented rainfall and the resulting 100 year flood event created major public safety threats and wrought considerable damage throughout the County including the destruction of homes, businesses, infrastructure, public facilities, and the impairment of the local and regional economy. In response to these impacts, the President issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 *United States Code* (U.S.C.) 5121 et seq. (the "Stafford Act").

Due to the magnitude of remaining recovery needs, The U.S. Department of Housing and Urban Development (HUD) announced, on January 18, 2017, that the State of Florida was eligible to receive \$58,602,000 in funding through the CDBG Program to support long-term recovery after the 2016 hurricanes. These resources provide a critically important opportunity to continue recovery efforts in St. Johns County. St. Johns County was designated as the Most Impacted and Distressed (MID) area and was allocated 80% of the Florida's CDBG-DR allocation. The County was allocated \$45,837,520 in CDBG-DR funding with a portion designated to the rehabilitation, elevation, and reconstruction of residential structures.

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 *United States Code* (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery (<http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricanes-hermine-and-matthew>). St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338 (Exhibit C)) to administer these disaster recovery funds.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least seventy percent (70%) of the grant amount awarded is expended for activities that benefit such individuals. Funds will be used for: rehabilitation, elevation, and reconstruction of residential structures; sustaining transportation and drainage system assets; and addressing/improving infrastructure impacted by inclement weather conditions in the most impacted and distressed areas.

## B. SCOPE OF SERVICES

The awarded Firms will be responsible for:

- Providing St. Johns County with complete contracting services for rehabilitation, reconstruction, and/or elevation of single family (one to four (1 to 4) unit residential structures), or the rehabilitation manufactured home unit (MHU) structures. Performance of all required construction work on each structure; including, but not limited to: roofing, framing, masonry, electrical, plumbing, well and/or septic, HVAC, millwork, flooring, drywall, finishing, demolition, removal of hazardous materials, site work, elevation, permitting; construction management, and administration through to project close-out, and any other services that may be required at each property
- Ensure proper execution and compliance with Federal, State, and Local rules, regulations, and compliance with the Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), City and County Building Codes and Standards, St. Johns County Land Development Code (<http://www.sjcfl.us/LongRangePlanning/LandDevCode.aspx>), CDBG-DR required HUD CPD Green Building Retrofit Checklist, and CDBG-DR program intent.
- Comply with 2012 Florida Accessibility Code for Building Construction, adopted pursuant to section 553.503, Florida Statutes
- Ensure compliance with The Fair Housing Act (42 U.S.C. 3601) as implemented by 24 CFR part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701) as implemented by 24 CFR Part 8; Titles II and III of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008, and as implemented by 28 CFR parts 35 and 36, incorporating the most recent amendments, regulations and rules
- Ensuring all project documentation conforms to CDBG-DR recordkeeping requirements.
- Successfully completing assigned projects within budget and contractual time limitations.

For the purposes of this RFP “substantially damaged” is defined as a property where the total cost of restoring the structure, located within the flood plain, to its pre-damaged condition would equal or exceed fifty percent (50%) of the fair market value of the structure before the damage occurred.

For the purposes of this RFP “major damage” is defined as a property where the total cost of restoring the structure, located outside the flood plain, to its pre-damaged condition would equal or exceed seventy percent (70%) of the fair market value of the structure before the damage occurred.

The Contractor shall communicate directly with the County’s assigned project managers for each property. The Contractor shall not communicate directly with any property owner, unless expressly authorized to do so by the County; any pertinent information shall be relayed to Property Owners at the discretion of the County. The Contractor shall be responsible for providing status reports to the County for each property. The Contractor shall be required to provide status reports when requested within forty-eight (48) hours.

Budgets will depend upon the amount of storm damage and the cost of required services up to the maximum allowable award amount. When a housing unit is assisted with disaster recovery funds, the entire unit must be brought up to Housing Quality Standards (HQS) or the current federal standards. Eligible costs include hard costs for construction and soft costs associated with repair of units plus other costs permissible under 24 CFR 570. Awards are limited to one grant per property owner. The maximum possible award per unit is:

- Per Owner program cap: \$100,000 (*waivers may be available for eligible properties allowing for funding to exceed the cap*)
  - The \$100,000 cap is per each individual property; it is inclusive of all services found within the scope of services and is site specific.

This Continuing Contract shall include, but will not be limited to, the following services:

1. Comprehensive rehabilitation of all residential structure components, including but not limited to :
  - a. Roofs
  - b. Interior and exterior walls

- c. Foundations
- d. Framing and structural support components
- e. Critical systems including HVAC, water heaters, water pumps and related systems
- f. Interior flooring
- g. Doors/windows
- h. Electrical
- i. Plumbing
- j. Well/Septic Repairs (when necessary)
- k. All interior and exterior finishes
- l. Replacement of energy efficient appliances (if applicable) (refrigerator, washer, dryer, stove, oven, dishwasher)
- m. Any necessary or required Americans with Disabilities Act (ADA) improvements including special tubs/showers, access ramps, special cabinets/counters
- n. Attached structures such as porches, decks, patios and associated covering
- o. Sidewalks/walkways providing access to the structure, which pose a health and/or safety hazard
- p. All levels of residential structure demolition
- q. Any and all necessary site work required to complete the rehabilitation
- r. Construction material/waste removal and disposal
- s. Provide abatement activities for any material containing lead as required under federal guidelines for the CDBG-DR program.
- t. Provide abatement activities for any material containing asbestos as required under Florida DEP regulatory requirements.
- u. Replacement of termite damaged or dry rotted wood framing to address storm damage. Any termite or dry rot damage must be documented.

Exclusions: Accessory structures (sheds, garages, car ports, patios, etc.) not attached to primary structure, pools, sidewalks and/or driveways not posing a health and/or safety hazard

2. Properties located in an area designated as having a 1% annual chance of flooding, commonly referred to as 100-year flood plain, and which are identified as substantially damaged must be properly elevated as required under the Florida Building Code, the St. Johns County Land Development Code, and the CDBG-DR required Green Building Standards. Elevations must be designed and constructed to inhibit the flow of flood water as little as possible and therefore solid wall construction and “mounding” are not permitted as acceptable elevation construction methods. All construction in relation to elevations must be in conformity with Flood Insurance Rate Map (FIRM) and community higher standards.
3. Properties located within flood plain which have suffered substantial damage may require complete reconstruction. Substantial damage applies when the cost of restoring the structure to it’s before damaged condition would equal or exceed fifty percent (50%) of the fair market value of the structure before the damage occurred. Respondents shall be required to perform all necessary work for each property from award through to closeout/Certificate of Occupancy. Reconstruction shall be compliant with all Federal, State, and Local rules, regulations, be in compliance with the Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), St. Johns County Land Development Code (<http://www.sjcfll.us/LongRangePlanning/LandDevCode.aspx>), all St. Johns County Building Department requirements, CDBG-DR required Green Building Standards, and be within CDBG-DR program intent.

The County is anticipating offering a standardized floorplan for two (2) designs, as described below. The Respondent shall be responsible for providing sample building design plans for the reconstruction projects from which the County can select the option of their choice. Respondent(s) shall be required to provide building set plans and all other documents necessary to obtain a building permit from St.



Johns County Building Department. Respondents must ensure building plans and materials are compliant with National Flood Insurance Program (NFIP) (elevation) standards for each parcel.

Only those firms qualified through this RFP process will be invited to submit a Pricing Proposal for the completion of each project. Upon request, Respondents shall provide an estimated cost for each of the two (2) reconstruction (design) options.

Design Option #1:

- Approximately 900sq/ft.
- 2 bedroom w/ closets, 1 designated master bedroom
- 1 full bathroom (bathroom must include a bathtub)
- Full kitchen (cabinets, counters, sink, refrigerator w/ freezer, stove/oven, microwave oven, dishwasher)
- Living room
- Dining Area
- Laundry area (washer, dryer)

Design Option #2:

- Approximately 1300sq/ft.
- 3 bedroom w/ closets, 1 designated master bedroom
- 2 full bathrooms (at least 1 bathroom must include a bathtub)
- Full kitchen (cabinets, counters, sink, refrigerator w/ freezer, stove/oven, microwave oven, dishwasher)
- Living room
- Dining Area
- Laundry area (washer, dryer)

### **C. SITE INSPECTIONS/PROJECT MANAGEMENT**

Homes identified for rehabilitation/elevation/reconstruction will be inspected by the County's Site Inspector and/or Project Manager who will develop a scope of services for each property. Both the project manager as well as the site inspector shall be jointly responsible for the following:

- Initial inspection to conduct damage assessment
- Take "before" photos
- Scope development including any requirements for lead based paint and asbestos testing including any mitigation which may be necessary as required by the Environmental Review, Green Standards, and/or any other program requirements. This scope of work is to be used in the bidding process.
- Prepare any other documents required for bid process
- Attend mandatory pre-bid conference at each activity site
- Review returned quotes for feedback on industry standards (as needed)
- Coordinate and attend pre-construction meetings with Applicant, Case Worker, and Contractor
- Conduct progress site walkthroughs for the construction, assess that the Contractor is performing work within the required time-frame as indicated in each Notice to Proceed (NTP)
- Conduct site walkthroughs upon periodic payment requests from the Contractor, to ensure work detailed in the request has been completed
- Conduct substantial completion site walkthrough with the Contractor and create a punch list for any remaining work to be completed in accordance with the scope of work.
- Conduct final walkthrough with the Contractor to determine all work was completed in accordance with the scope of work.
- Take "after" photos of completed projects.
- Collect all task order close out documents from the Contractor as required for final payment; including but not limited to: Certificate of Occupancy, Release of Lien, Proof of Permit and all required inspections completed by the County Building Department, and copies of all warranties.
- Attend project completion walkthrough with Applicant, Case Worker, and Contractor.
- Process any documents necessary for project closeout.

St. Johns County Building Department shall be responsible for verifying compliance with all permitting requirements for each project. The County Building Official and his appointed inspectors shall verify compliance with Florida Building Code, St. Johns County Land Development Code, and CDBG-DR required Green Building Standards. The County Building Inspectors shall preform all permit related inspections up to and including final inspection and issuance of Certificate of Occupancy. All permit related inspections shall be requested by the Contractor to the County permitting office as required, and coordination with the Site Inspector/Project Manager is not required. The Site Inspector/Project Manager is not required to be present during permitting inspections.

#### **D. PRICING PROPOSALS**

Upon request from the County, the awarded Firms shall submit pricing proposals for each Project based on the site specific scope to be provided by the County after site inspection. The pricing proposal for each home shall be submitted on the form provided by the County. All proposals shall include, at a minimum, a detailed breakout of the costs required to complete the scope of work, including any and all materials, equipment rental, labor, subcontractors, or other costs associated with performing the work, and a proposed schedule for completing the required work.

Firms shall provide their complete pricing proposals to the County within fourteen (14) calendar days of each request. Firms choosing not to provide a pricing proposal shall be required to submit a “no bid” notice on their letterhead. Any Firm that submits five (5) “no bid” notices shall be considered to be non-compliant with their contract terms.

Each Respondent shall submit a cost proposal (Attachment A) which shall consist of their proposed hourly rate for their project manager as required for providing the scope of services as described herein. This hourly rate shall be inclusive of all fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective scope of work. Any and all travel expenses (if necessary) may not exceed those authorized for St. Johns County employees.

The County shall review the proposal; and if discussion or negotiations are required they shall be conducted at the discretion of the County. In the event negotiations are necessary, they will be conducted with the Firm who submitted the lowest pricing first. Each project shall be awarded by Task Order to the Firm that submits the lowest, responsive, and responsible proposal, or as best serves the interest of the County. If the County determines that any proposal is out of line with the proposed budget, schedule, or requirements of the project; the County reserves the right to refuse any submitted pricing proposal, from any Firm, at any time. The County is under no obligation to accept any submitted pricing proposal from any Firm, for any project.

#### **E. SITE VISIT**

A **Mandatory Site Visit** will be held for each home on a date and time to be determined by the County. Firms who fail to attend the mandatory Site Visit shall be deemed non-responsive and will be unable to submit a pricing proposal. Firms will be notified a minimum of twenty-four (24) hours prior to each Site Visit via email to the contact person designated in their response to this RFP. The Site Visit shall be held at each project’s location; should the County’s request be for multiple pricing proposals an itinerary shall be included in the notification email. Any and all unforeseen damages/repairs will be handled via the Change Order process.

#### **F. WARRANTY**

Awarded Firms shall be required to provide a written warranty to the Homeowner for each property; that all materials and workmanship provided are warranted from any defect for a minimum period of one (1) year, or as otherwise required, from the date of final inspection. Firms shall provide written notification to the Homeowner at six (6) months and then again at one (1) month prior to warranty expiration. Firms warrant that they shall be competent to perform the tasks undertaken, that the product of their workmanship shall meet HUD standards; that materials and equipment furnished shall be free from faults and defects and in strict conformance with the requirements of this RFP, as well as local, state, and federal; rules, regulations, laws, and codes. Any Work provided that is not in accordance with the requirements herein may be considered defective.

#### **G. GREEN BUILDING STANDARDS**

All construction shall comply with the Green Building Standard for all reconstruction of substantially damaged residential buildings (i.e., where repair costs exceed 50 percent of replacement cost) under at least one of the following programs:

- i. ENERGY STAR;
- ii. Enterprise Green Communities;
- iii. LEED (iv) ICC-700 National Green Building Standard;
- iv. EPA Indoor AirPlus (ENERGY STAR a prerequisite); or

v. any other equivalent comprehensive green building program acceptable to HUD. For rehabilitation, construction must follow the Green Building Retrofit Checklist to the extent applicable for rehabilitation work undertaken, including the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances, or other equivalent.

The Checklist (Exhibit A) is also available at: <https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/>

## **H. RESILIENT BUILDING STANDARDS**

All construction will, to the greatest extent possible and where financially feasible, follow the Resilient Home Construction Standard strongly encouraged by HUD. All construction will meet an industry recognized standard such as those set by the FORTIFIED Home™ Gold level for new construction of single-family, detached homes; and FORTIFIED Home™ Silver level for reconstruction of roof, windows and doors; or FORTIFIED Home™ Bronze level for repair or reconstruction of the roof; or any other equivalent comprehensive resilient or disaster resistant building program. Construction will meet the FORTIFIED Home™ Bronze level standard for roof repair or reconstruction for homes that are not substantially damaged. FORTIFIED Home™ is a risk-reduction program providing construction standard for new homes and retrofit standards for existing homes, which will increase a home's resilience to natural hazards, including high wind, hail, and tropical storms.

## **I. LEAD BASED PAINT**

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). Additionally, the Contractor and subcontractor must follow regulations regarding employee exposure to lead found in 29 CFR 1926.62.

- a. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
- b. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325 and 29 CFR 1926.62.
- c. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices in accordance with 29 CFR 1926.62.
- d. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal, Florida Department of Health and Environmental Control and the Environmental Protection Agency regulations. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

## **J. HISTORIC STRUCTURES**

Some of the properties in this program may be subject to special construction standards due to their location in a historic district or identification as a historic structure. Secretary of Interior's Standards for the Treatment of Historic Buildings or other local standards for rehabilitation, elevation and reconstruction of historic structures shall govern the work at these properties. Such requirements will be identified and described in the scope of services developed for each individual project/property.

## **K. EPA DESIGNATED RECOVERED MATERIAL**

Procurement of Recovered Materials:

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA

guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **PART IV: CONTRACT REQUIREMENTS**

### **A. CONTRACT AGREEMENT & TERM**

It is anticipated the County will issue contract(s) with an initial term of five (5) calendar years, with the option of a five (5) year renewal, exercisable by the County providing that satisfactory performance has been maintained by the awarded contractor(s), there is availability of appropriated funds, and the County has a continued need for the services.

It is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposals does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any proposals, contract negotiations will follow between the County and the selected respondent(s). It is further expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected respondent(s). The County reserves the right to delete, add to, or modify one or more components of the selected respondent's proposals in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

### **B. TASK ORDERS**

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by authorized representatives of the Contractor and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code. No Task Order will be issued for any amount over \$600,000.00 unless previously approved by the Board of County Commissioners.

Each Task Order shall be on a form provided by the County and shall include, at a minimum, the following information:

- Master Contract Name & Number
- Firm Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

#### **a. Change Orders**

Any and all changes to any project being performed under a Task Order, which are unforeseen and not included in the scope of the approved Task Order, and which require additional work that effects the scope, cost, or time of the project shall be authorized through a Contract Change Order. All changes requested by the Firm shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Firm. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Firm until receipt of a fully executed Change Order. All requests for Change Orders must be made timely by the Contractor, and immediately communicated to the Site Inspector with specific details on the need and estimated cost, and verified through an on-site inspection, to avoid unnecessary delays to completion of the project.

### C. PUBLIC CONSTRUCTION BOND

The Firm shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of each Task Order and the payment of all obligations arising thereunder in the equivalent amount for bids in excess of one hundred thousand dollars (\$100,000.00), with such acceptable sureties, secured through the Respondent's usual sources as may be agreeable to the parties. The awarded firm(s) shall furnish the required bond, after full execution of each awarded Task Order. The Bond shall be released upon satisfactory completion of the project.

#### a. Surety Bond

Acceptable Surety Companies: To be responsible to the County as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the County;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

#### b. Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the successful Respondent(s) with their copy of each fully executed task order. **The Public Construction Bond must be recorded after the task order is signed by all parties.** The respondent(s) will have three (3) days from receipt of fully executed task order to have the Bond recorded. The respondent(s) shall have the Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the respondent is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the County's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the County. Upon receipt of the certified copy of the recorded bond, the County may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided. The respondent shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

### D. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Firm(s), County Staff may review records of performance to ensure that the Firm is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Firm no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

### E. LIQUIDATED DAMAGES

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". St. Johns County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Task Order. Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder.

Each Task Order issued under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Ninety (90)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

**Conditions under which Liquidated Damages are Imposed:**

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the sum of five hundred dollars (\$500.00) per unit/address for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work.

“Unexcused Delay” shall mean those delays for which the contractor, his subcontractor or supplier, has responsibility, and which entitle the contractor to neither a time extension nor any added compensation.

"Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the Homeowner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

**F. TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

**G. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the Firm to perform all work in accordance with 2 CFR 200 requirements (Exhibit B), any additional grant requirements, and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

**H. LICENSES, PERMITS & FEES**

The Firm shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Firm.

**I. INSURANCE REQUIREMENTS**

The Respondent shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Respondent shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Respondent shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Respondent from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Respondent or by anyone directly employed by or contracting with the Respondent.

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Respondent shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

The Respondent shall maintain, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Respondent shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

The County reserves the right to purchase a Builder's Risk policy and remove the cost from the awarded contract, if it serves the best interest of the County to do so. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

## **J. INDEMNIFICATION**

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Firm, a Sub-contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph by an employee of the Firm, a Sub-contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Firm or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.**

## **K. FLORIDA TRENCH SAFETY ACT**

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

## **L. SUB-CONTRACTORS**

If an awarded firm elects to sub-contract, any portion of the work, the Contractor shall be responsible for all work performed by any sub-contractor and shall not be relieved of any obligations under this Contract.

At any time, the County may, at its discretion, require any Contractor to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of a Contract, the County will notify any awarded firm(s) in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The Firm then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Firm fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Firm, at no cost to the County.

The County reserves the right to disqualify any Firm, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Contractors and other persons and organizations proposed by the Firm and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. In addition, the Contractor is required to disclose in writing the addition of any subcontracts added after execution of the Contract.

## **M. SOCIOECONOMIC BUSINESS ENTERPRISE**

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-contractors **OR**
2. If unable to utilize DBE/MBE/WBE certified sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-contractors.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the firm is not a Section 3 firm the firm entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-contractors; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

## **PART V: SUBMITTAL INSTRUCTIONS & FORMAT**

### **A. MINIMUM QUALIFICATIONS**

In order for Proposals to be considered, respondents must submit with their package sufficient evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include any and all information necessary to certify that the respondent has:



1. Must be a General Contractor, fully licensed and insured to perform work or do business in the State of Florida;
2. Must possess, or be willing to obtain upon award, a Local Business Tax Receipt for St. Johns County.
4. Three (3) years of experience in program development and management of affordable housing program.
5. Experience working with CDBG Disaster programs
6. Has technical knowledge and practical experience in the type of work included in the scope;
7. Has the available organization and qualified manpower to do the work;
8. Has adequate financial status to meet the financial obligation indicative of the work;
9. Does not have just or proper claims pending against the individual or firm or their work;
10. Has previously performed or provided the work, materials and services as described in the scope of services/specifications.

**B. RESPONDENTS RESPONSIBILITIES**

Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

Each Respondent, by submitting a Proposal in response to this RFP, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

By submitting a Proposal, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFP, and has full knowledge of the scope, nature, and quality of work to be performed, and certifies that the Respondent agrees to perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual and County Administrative Code, and all other local, state and federal rules, regulations, laws, codes and ordinances throughout the solicitation and subsequent contract term.

All submitted Proposals shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

**C. TRADE SECRETS**

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the office of department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**D. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

**E. USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Respondent may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**F. DETERMINATION OF RESPONSIVENESS**

The County shall make a determination for each respondent, as to the responsiveness of the submitted Proposal to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFP may be determined non-responsive, and may be removed from consideration by either the Procurement Coordinator or the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

**G. PROPOSAL PACKAGE SUBMITTAL INSTRUCTIONS:**

The Proposals format must sufficiently address and demonstrate all required components, follow the order of sections described below, and shall not exceed one hundred fifty (150) pages. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 19-29R; CDBG-DR OWNER OCCUPIED REHABILITATION/ELEVATION/RECONSTRUCTION**. Each submitted package must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of **one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive**, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Proposals shall be mailed or hand-delivered to:

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

RFP Packages must be submitted, in the format provided herein, by or before four o’clock **(4:00 P.M.)** EST on **Thursday, December 26, 2019**.

St. Johns County Purchasing will not accept any Proposals that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Respondents are not permitted to deliver packages to any County Department or County Employee other than the Purchasing Department, as provided herein. Any packages delivered to any County Staff other than the Purchasing Department shall be disqualified.

Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

All Proposals must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Cover Page
2	Cover Letter
3	Company and Staff Qualifications
4	Pricing
5	Related Experience
6	Project Approach, Quality & Schedule Control
7	Socioeconomic Business Enterprise
7	Capacity
9	Administrative Information

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

## **Section 1: RFP Cover Page (Complete and Submit)**

### **Section 2: Cover Letter**

Respondent shall provide a cover letter, not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number, e-mail address, and DUNS number;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Identify the primary contact for this contract,
- Such other information as the respondent deems appropriate;

### **Section 3: Company and Staff Qualifications**

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-contractor who may perform any aspect of the scope of services provided herein. In addition, respondent(s) shall provide a brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract.

Respondents and/or Sub-contractors that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

Each Respondent shall submit a list of proposed sub-contractors (if applicable), to be used if awarded the contract, including a copy of any and all licenses and/or certificates, and completing **Attachment "J"**. If sub-contractors are to be included in the Proposals, all terms and conditions must be disclosed including method and reason for selection, sub-contractors compensation, and sub-contractors billing rate.

At the County's request, provide all internal sub-contractor documentation for federal reimbursement review. If no sub-contractors are proposed, so state there on.

- Provide key personnel that may perform work under the award of this contract
- Provide an Organization Chart
- Include a one (1) page resume for each key personnel
- List of Proposed Sub-Contractors (**Attachment "J"**)
- Proper and valid licensing to conduct business in St. Johns County and the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

### **Section 4: Pricing**

In this section, respondent shall provide their proposed hourly rate for Project Manager on Attachment A, provided herein, in accordance with the requirements previously provided herein. The proposed hourly rate for Project Manager is to be a fixed rate. Project Manager Rate shall not include any site specific costs; the County shall solicit a competitive proposal from awarded Contractors for each site location

Price is included as one of the evaluation criteria; the lowest hourly rate proposal will receive the maximum weighted score for the price criteria. The other proposals will receive a percentage of the weighted score based on the percentage differential between the lowest hourly rate proposal and the other proposals in accordance with the following example:

Vendor	Proposed Hourly Rate	Percentage	By	Weight	Equals	Weighted Score***
A	\$90.00	100	X	20	=	20
B	\$100.00	90.0*	X	20	=	18
C	\$130.00	69.0**	X	20	=	14

\* Vendor B's percentage is  $\$90.00 \div \$100.00 = 90.0\%$

\*\* Vendor C's percentage is  $\$90.00 \div \$130.00 = 69.0\%$

The price evaluation and calculation may be revised to conform to the needs for each individual RFP selection. *This will be graded on a 0 – 20 scale.*

### Section 5: Related Experience

In this section, respondents shall provide evidence of performance related to the Scope of Requested Services. Firms and/or Sub-Contractors that possess experience in multiple disciplines should provide documentation of all qualifications for each discipline in the section. In addition, respondents will need to describe any prior engagements in which respondent and/or respondent's sub-contractors assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements.

The Respondent shall describe in detail the average number of residential projects completed in a year (rehabilitation and new construction) and any work completed on federally funded projects (units contracted and/or project cost).

Respondents shall provide a minimum of four (4) reference projects from within the last two (2) years, which shall be related projects that demonstrate previous rehabilitation experience with single-family dwellings, and/or manufactured home unit (MHU) dwellings; where the rehabilitation work was valued between \$25,000 up to \$100,000 per unit. Please indicate any such work done on behalf of Federal, State, City or local agencies where the agency has had oversight of the work and demonstrate an expert level understanding in working with HUD\CDBG\CDBG-DR.

#### a. References

The Respondent shall have available under its direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation. The Respondent shall submit the following with its proposal:

1. The Respondent shall provide three (3) separate and verifiable clients, other than St. Johns County, for which work similar to that specified in this solicitation has been performed. The references provided must cumulatively document at least two (2) years of similar service. The references must include the Respondent's name, the signature of an authorized representative, and the title of the authorized representative. This individual must have the authority to bind the Respondent. These references should be available to be contacted during normal working hours. References shall be listed on **Attachment "C"**.
2. On **Attachment "C" (cont.)**, the Respondents references shall complete all required information to include providing their response to the five (5) reference questions, Respondent's name, Reference's company name, Name of Person providing the reference, signature of an authorized representative, and the title of the authorized representative. The County shall choose at random two (2) references to contact and verify the information submitted.

**Failure to provide any of the qualification/reference information, as required under this section and in the instructions on Attachment "C", will result in the Proposal being deemed non-responsive and therefore, rejected.**

### Section 6: Project Approach, Quality & Schedule Control

In this section, the respondent shall provide a written narrative of the firm's project management methodology including all steps necessary to establish, monitor, and track each project. Providing a detailed description of their quality control methods, coordination of sub-contractors, ability to meet schedules in a timely manner, and the project approach and methodology to be employed specifically illustrating how the methodology will serve to accomplish the project goals and objectives.

**Project Schedule and Timeline-** Provide a fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services for each option outlined in the scope of work (rehabilitation, reconstruction, and elevation).

In addition, Respondents shall describe any current/future workloads that might affect responsiveness to submit proposals for future housing projects.

Respondents are encouraged to think outside of normal processes and procedures for delivering the project, at lower cost and with expediency, to the County.

**Section 7: Socioeconomic Business Enterprise**

The County is seeking to encourage participation by firms who are MBE/WBE/DBE business enterprises. Provide current copy of certificate of MBE/WBE/DBE (if applicable).

*This section has an evaluation value of five (5) points. Respondents will receive the maximum score of five (5) if they provide a current MBE/WBE/DBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for sub-contractor's MBE/WBE/DBE certification.*

**Section 8: Capacity**

Respondents shall provide a detailed description demonstrating the firms' capacity to handle the needs stated in this RFP. Respondents shall provide proof that they have the financial capability to successfully perform the scope of work described in this Request for Proposal. Respondents are required to submit written verification of bonding capacity; the verification is to be submitted by a licensed surety company rated "A-" or better in the current A.M. Best Guide and qualified to do business within the state; please include single and aggregate limits.

**Section 9: Administrative Information**

**Respondents must include the following:**

- Proof of Insurance including limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Certification of Non-segregated Facilities (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- Certification of Compliance with Florida Trench Safety Act
- Acknowledge all Addenda

**PART VI: EVALUATION AND AWARD**

**A. EVALUATION OF RESPONSES**

All properly submitted Proposals that are determined to be responsive to the requirements of this RFP, shall be evaluated by an Evaluation Committee selected by the Purchasing Department. Each Evaluation Committee Member will receive a set of all of the submitted Proposals submitted, and an electronic copy of the RFP document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, Proposals individually with no interaction or communication with any other individual. Evaluators' scores shall be announced at the public Evaluation Meeting.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all submitted responses, waive minor formalities or award to/negotiate with the firm whose qualifications best serves the interest of the County.

**B. EVALUATION CRITERIA**

The County intends to select only the three (3) highest ranked firms during evaluation as deemed necessary in order to accomplish the goals and objectives established by the County. Only those firm(s) qualified through this RFP process and approved by the St. Johns County Board of County Commissioners will be invited to negotiate a contract. All submitted Proposals shall be for principal firm and may include sub-contractors. Submittals are to be made for the discipline(s) listed in this RFP. Selection(s) are at the sole discretion of the County.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<b><u>Evaluation Criteria:</u></b>	<b><u>Maximum Points per Evaluator:</u></b>
<b>1. Project Approach, Quality &amp; Schedule Control</b>	<b>20</b>
<b>2. Company and Staff Qualifications</b>	<b>20</b>
<b>3. Pricing</b>	<b>20</b>
<b>4. Related Experience</b>	<b>20</b>
<b>5. Capacity</b>	<b>10</b>
<b>6. Quality of Submittal</b>	<b>5</b>
<b>7. Socioeconomic Business Enterprise</b>	<b>5</b>
<b>Total Maximum Points Possible:</b>	<b>100</b>

**C. INTENT TO AWARD**

It is the intent of the County to increase the pool of Contractors under this RFP by recommendation to the Board of County Commissioners by County Staff to enter into negotiations with the three (3) highest ranked firms during evaluation as determined by the evaluation committee; with the intention of coming to agreement over terms, conditions, and pricing in order to award Contract(s) for the services described herein.

**D. PROTEST PROCEDURES**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposal, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are incorporated into this Request for Proposal by reference, and are fully binding.



## **PART VII: FORMS & ATTACHMENTS**



**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT A  
COST PROPOSAL**

Each Respondent shall submit proposed hourly rate of their Project Manager (defined below) as part of their construction team as required for all projects under the scope of this RFP. This hourly rate shall be inclusive of all fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective scope of work. Each awarded Firm shall be required to submit pricing proposals as described in the scope of work as described herein. All pricing proposals submitted shall have the Project Manager hourly rate clearly identified as a separate line item.

Project Manager Hourly Rate \$ \_\_\_\_\_

***Project Manager - Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer.***

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT B**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT  
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED  
ENVELOPE OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**COMPANY PHONE NUMBER:** \_\_\_\_\_

**CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT C**

**REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

The Respondent must list a minimum of three (3) separate and verifiable client references, other than the County, for which work **similar in nature to that described in this solicitation** has been performed for a period of at least two (2) continuous year(s). Any information not submitted on this attachment shall not be considered. The same reference may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). The County shall choose two (2) references at random to contact. Confidential client references shall not be included. (Please provide at least two (2) Contact Names for each client.)

**DO NOT LIST COUNTY WORK ON THIS FORM**

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$



**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT D**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; I. Insurance Requirements (Page 14). Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

**CERTIFICATE(S) OF INSURANCE  
(Attach or insert copy here)**

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT E**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
DRUG FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT F**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Request for Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **RFP No: 19-29R; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction.**

The affiant further states that no more than one Request for Proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's RFP on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE  
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR PROPOSAL.**

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT G**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_



**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT H**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **19-29R, CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction**

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of St. Johns County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultants/contractors professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT I**

**CLAIMS/LIENS/LITIGATION HISTORY**

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a contract, been terminated for cause?

Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ if no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Financial Consequences**

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

(Use additional or supplemental pages as needed)



**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT K**

**EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the

administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT L**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT M**

**BYRD ANTI-LOBBYING COMPLIANCE AND  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT N**

**ST. JOHNS COUNTY  
CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT O**

**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposal issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which Proposal are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT P**  
**CERTIFICATE OF COMPLIANCE**  
**WITH FLORIDA TRENCH SAFETY ACT**

Respondent acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Respondent further acknowledges that included in the various items of the proposal are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**RFP NO: 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**REQUEST FOR PROPOSAL PACKAGE CHECKLIST**


<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFP Cover Page (Attachment B)		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company and Staff Qualifications		
	List of Proposed Sub-Contractors (if applicable)(Attachment J)		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
<b>Section 4</b>	Pricing		
	Cost Proposal (Attachment A)		
<b>Section 5</b>	Related Experience		
	Reference Form (Attachment C)		
	Evaluation of Past Performance (Attachment C cont.)		
<b>Section 6</b>	Project Approach, Quality & Schedule Control		
<b>Section 7</b>	Socioeconomic Business Enterprise		
<b>Section 8</b>	Capacity		
<b>Section 9</b>	Administrative Information (include the following):		
	Proof of Insurance with Limits		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Claims/Liens/Litigation History		
	Equal Opportunity Report Statement		
	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions		
	Certification Regarding Lobbying		
	Certification of Non-segregated Facilities		
	Non-Collusion Certification		
	Certificate of Compliance with Florida Trench Safety Act		
	Acknowledged Addenda		

**PART IX: SEALED RFP MAILING LABEL**

**RFP NO. 19-29R; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed RFP"**

<b>SEALED RFP • DO NOT OPEN</b>	
SEALED RFP NO.:	<b>RFP 19-29R;</b>
RFP TITLE:	<b>CDBG-DR OWNER OCCUPIED REHABILITATION/ELEVATION/RECONSTRUCTION</b>
DUE DATE/TIME:	<b>By 4:00 P.M. – December 26, 2019</b>
SUBMITTE D BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. Disaster Recovery Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084



**END OF DOCUMENT**