



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

**RFP NO: 20-17R
REQUEST FOR PROPOSALS**

**DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE
HOUSING - FACILITY LOCATION 2**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904-209-0150
www.sjcfcl.us/Purchasing/Index.aspx**

FINAL 2/24/2020

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

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**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting Proposals for **RFP No: 20-17R; Development Partner for CDBG-DR Multi-family Affordable Housing – Facility Location 2**. 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, April 16, 2020**. 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 soliciting Proposals from qualified Firms to serve as the County's developer partner in developing the new construction of multifamily affordable housing facility located within the limits of the former Town of Hastings, FL. The facility shall include a minimum of eighty (80) units and shall be developed in accordance with and as supported by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program. The awarded Firm shall be responsible for performing or causing to be performed, site selection and preparation, obtaining HUD environmental clearance, design, permitting and construction in accordance with all applicable local, state, federal laws, rules, ordinances, codes, and guidelines pertaining to the development of multifamily affordable housing properties in St. Johns County.

Proposals are available for downloading from *Onvia Demandstar, Inc.*, at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #20-17R. 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 RFP shall be **submitted in writing** by or before close of business (**5:00 P.M.**) on **Thursday, March 26, 2020**.

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

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested Respondents may direct questions or inquiries to Leigh Daniels, Assistant Purchasing Manager at ldaniels@sjcfl.us.

Interested Respondents 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: 20-17R; Development Partner for CDBG-DR Multi-family Affordable Housing – Facility Location 2**. 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 Respondent whose submitted Proposal best serves the interest of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
ST. JOHNS COUNTY CLERK OF COURT

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 a contract. 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	February 25, 2020
Deadline for RFP Questions	March 26, 2020
Issuance of Final Addendum	April 2, 2020
Proposal Submission Deadline	April 16, 2020
Evaluation of Submitted Proposals	April 23, 2020
Presentation of Award Recommendation to SJC BOCC	May 19, 2020
Issuance of Notices of Award & Contracts	May 26, 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, April 16, 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.

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) consecutive business days, interested Respondents may contact Leigh Daniels, Assistant Purchasing Manager at ldaniels@sjcfl.us.

Interested Respondents **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, March 26, 2020**. 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. 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.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) consecutive calendar 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 Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Respondent 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 Proposals 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 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 Restore St. Johns 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 and 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.

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 D)) 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; construction of multifamily housing; sustaining transportation and drainage system assets; and addressing/improving infrastructure impacted by inclement weather conditions in the most impacted and distressed areas.

B. MULTI-FAMILY AFFORDABLE HOUSING FACILITY

Respondents shall ensure that the proposed facility meets or exceeds the following requirements:

1. LOCATION

The Developer Partner may propose sites within any location in St. Johns County. However, the County recommends that Respondents consider sites eligible in the following area:

- a. Located within the limits of the former Town of Hastings, FL (see map found at ftp://ftpanon.sjcfl.us/gis/media/MapMart/OverlayDistrict_Hastings.pdf).

2. REQUIREMENTS

- a. The development must contain a minimum of 80 units with associated common areas, including but not limited to, parking, sidewalks, park and open space areas and storm water ponds.
- b. Fifty-one percent (51%) of total units must meet HUD's guidelines for Low-Moderate Income (LMI) criteria. The remaining forty-nine percent (49%) can be offered at Market Rates.
- c. Unit mix should follow standard industry configurations. The preference is towards having a greater amount of two (2) and three (3) bedroom units and less one (1) bedroom units.
- d. The affordable housing facility shall include a flexible community space of no less than 5000 square feet for use in serving residents and other community members; unless St. Johns County specifically approves an alternative. The flexible community space may include a clubhouse with leasing office, laundry facilities, "well-care" center, business center, etc. The flexible community space shall be built to American Red Cross 4496 Standards and the Hurricane Evacuation Shelter Selection Standard.
- e. Residential use only. Mixed-use projects (that is, projects that include uses other than residential rental and 2 support buildings) are not eligible.
- f. Units shall be available for resident occupancy in a phased manner as buildings are completed and receive certificates of occupancy.

3. MAXIMUM AWARD

- a. Maximum CDBG-DR award for the Affordable Multi-family Housing Facility is \$15 million.
- b. Additional funding, if necessary, is the responsibility of the Development Partner. St. Johns County shall have no involvement or responsibility in conjunction with acquiring additional funding services.

C. SCOPE OF WORK

The required Scope of Services shall include but is not limited to the development, design, permitting, construction, operation, and maintenance of a multi-family affordable housing facility funded through the HUD CDBG-DR Program.

At a minimum, the selected Development Partner is expected to:

1. Development

- a. Identify, acquire, and appropriately zone property; with necessary approvals;
- b. Develop and implement an acceptable schedule to accomplish the required development;
- c. Identify and quantify any and all costs associated with developing the proposed facility, based on relevant data;
- d. Report all progress of development for the property and/or proposed facility to St. Johns County;
- e. Implement a process to execute the development of the housing facility as needed. Provide a development plan and a development implementation schedule. Oversee the design, construction, and quality control for the development of the facility;
- f. Develop a financing plan including any and all funding sources, development site plan, and construction schedule as needed; identify and justify the amount of St. Johns County resources that may be needed for the proposed project;
- g. Provide documentation/reports that include the basis, source and methodology for arriving at estimates, projections and assumptions;
- h. Expand and update budgets throughout the development process, and respond in detail to St. Johns County inquiries;
- i. Coordinate all development activities, including reporting and budgeting requirements with St. Johns County and assist St. Johns County as necessary with all aspects of the project. Provide monthly reports to St. Johns

County on the progress of the development efforts, including work already completed, the associated costs, schedule, and budgetary requirements;

2. Design

- a. Develop a site plan for proposed facility to include a conceptual drawing/design of the property along with a facility layout;
- b. Refine and develop Site Plans; prepare a final Site Plan supported by a market study analysis; and obtain required zoning and development approvals from St. Johns County and other required jurisdictional entities.;
- c. Prepare and implement a schedule for all design activities including SJC reviews/approvals as necessary to get to final design for purposes of construction;
- d. Identify any and all costs associated with design activities for budgeting and reporting throughout the duration of the project;
- e. Develop final construction plans including architectural, engineering, civil, geotechnical, landscaping and all other components of design necessary for construction;
- f. Based upon the approved development site plan, prepare schematic designs and drawings, preliminary designs and drawings, and construction drawings and specifications. Submit schematic drawings, preliminary drawings and construction documents for the entire project or the phase, including public improvements, to St. Johns County for review and approval; obtain required building and occupancy permits;
- g. Obtain approvals of all required design elements from St. Johns County and all other applicable agencies;

3. Construction

- a. Bid and award construction contracts; manage development construction in accordance with all applicable agreements and legal regulations and requirements; supervise construction work to ensure quality of workmanship, timely completion of work, and consistency with budget; and ensure that all required occupancy permits and any other approvals are obtained after construction completion to permit lease-up, safe and habitable occupancy;
- b. Identify and quantify all development costs based on information provided by St. Johns County and other relevant data. All cost estimates will be the sole and exclusive responsibility of the selected Development Partner. The County will hire an independent third party cost reasonableness expert to review the construction budget, plans and specifications and perform periodic inspections of construction progress to ensure the Development Partner and its contractors meet accepted cost reasonableness standards for the area and adhere to applicable HUD statutes, regulations, and requirements, Florida Statutes as well as all other applicable local, state, or Federal laws, regulations, rules, policies, and codes;
- c. Provide adequate and competent supervision at all times during the performance of the contract. A qualified Project Manager shall be designated in writing to St. Johns County prior to executing the contract. The Project Manager or his/her designee must be readily available to meet with St. Johns County personnel. St. Johns County shall be provided with the telephone number(s) where the Project Manager can be reached;
- d. Complete written documentation of materials in a manner suitable for use by St. Johns County, the St. Johns County Board of Commissioners, HUD, and other agencies;
- e. Obtain all required building permits and zoning approvals;
- f. Submit periodic (but not less than once each month during construction) draw requests to St. Johns County for payment;
- g. Provide installation of required broadband infrastructure;

4. Project Oversight

- a. Undertake all marketing and lease up efforts;
- b. Supervise all consultants and/or service providers in all tasks necessary to successfully implement the development plan, and construct the project;
- c. Ensure compliance with all applicable federal, state and local statutes, ordinances, rules and regulations;

- d. Deliver units consistent with St. Johns County and HUD guidelines;
- e. Coordinate all work and documentation with the St. Johns County Disaster Recovery Department;
- f. Meet with St. Johns County, HUD, the Community, and other state and local officials as may be necessary;

D. GREEN BUILDING STANDARDS

All construction shall comply with the Green Building Standard for all construction of residential buildings 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.

Construction must follow the Green Building Retrofit Checklist to the extent applicable, including the use of mold resistant products, ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances, or other equivalent.

E. 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 as applicable to multifamily development.

F. 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 Developer Partner 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 Developer Partner and subcontractor must follow regulations regarding employee exposure to lead found in 29 CFR 1926.62.

- a. The Developer Partner 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 Developer Partner 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.

Scope of work may be adjusted, altered, added to, or deleted from based on project needs and/or negotiations in order to best serve the interest of St. Johns County.

All work shall be in performed in compliance with all applicable federal, state, and local procurement requirements.

The development referenced herein shall be conducted in a manner as to comply with Federal, State, and Local rules, regulations, CDBG-DR required HUD CPD Green Building Retrofit Checklist, CDBG-DR program intent, compliance with the Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), any applicable City and County Building Codes and/or standards, as well as the St. Johns County Land Development Code (<http://www.sjcfpl.us/LongRangePlanning/LandDevCode.aspx>).

All services shall be performed in accordance with the agreement between St. Johns County and the Florida Department of Economic Opportunity (agreement #H2338).

PART V: SUBMITTAL INSTRUCTIONS & FORMAT

A. 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-imburement 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.

B. 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 Developer Partner 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.

C. 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 must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

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.

D. 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.

E. 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.

F. PROPOSAL 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 No: 20-17R; Development Partner for CDBG-DR Multi-family Affordable Housing – Facility Location 2.** 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, April 16, 2020.**

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.

Respondent shall submit multi-part responses which shall include all required information for the proposed Affordable Housing Facility location. All Proposals must include the following components; Part A which shall consist of Sections 1 through 5, Part B for Facility Location 2 which shall consist of Sections 6 through 11.

<u>Section</u>	<u>Topic</u>
<u>Part A</u>	
1	RFP Cover Page, Cover Letter
2	Qualifications
3	Experience
4	Socioeconomic Business Enterprise
5	Administrative Information
<u>Part B –Facility Location 2</u>	
6	Proposed Facility
7	Proposed Team
8	Project Approach
9	Vision
10	Schedule
11	Proposed Budget

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:

PART A

Section 1: RFP Cover Page and Cover Letter

Respondent shall completed and submit an RFP Cover page as well as 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 Development Partner for CDBG-DR Multi-family Affordable Housing – Facility Location 2;
- 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 2: 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 shall provide a brief summary of the overall capabilities of staff and any proposed sub-contractors; including, but not limited to, their experience with all potential affordable housing funding sources (i.e. HUD/CDBG/CDBG-DR/State Housing Initiative Program (SHIP)/Low Income Housing Tax Credit (LIHTC), relative to Development Partner for CDBG-DR Multi-family Affordable Housing – Facility Location 2 as outlined in the scope of work.

Respondents shall provide proof that they have the financial capability to successfully perform the scope of work described in this Request for Proposals. 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.

Respondents must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

Respondents 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. If sub-contractors are to be included in the Proposal, 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.

- Current Applicable Department of Professional Regulation License(s)
- Must be fully licensed and insured to perform work or do business in the State of Florida;
- Must possess, or obtain upon award, a Local Business Tax Receipt for St. Johns County.
- Does not have just or proper claims pending against the individual or firm or their work;
- Has previously performed or provided the work, materials and services as described in the scope of services/specifications.
- Current Applicable Certification(s)

Section 3: Experience

In this section, respondents shall provide evidence of performance related to the Scope of Requested Services. 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 Multi-family Affordable Housing Facilities; including, but not limited to, their experience with all potential affordable housing funding sources (i.e. HUD/CDBG/CDBG-DR/State Housing Initiative Program (SHIP)/Low Income Housing Tax Credit (LIHTC).

Respondents shall provide a minimum of two (2) reference projects from within the last five (5) years, which shall be related projects that demonstrate previous HUD\CDBG\CDBG-DR Multi-family Affordable Housing Facility Development Partner activities. Please indicate any such work done on behalf of Federal, State, City or local agencies where the agency has had oversight of work, management, and operation of facilities demonstrating an expert level understanding in working with HUD\CDBG\CDBG-DR.

Section 4: Socioeconomic Business Enterprise

The County is seeking to encourage participation by Respondents 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 5: 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 Addenda: All copies of acknowledged addenda, if applicable, must be submitted as part of Section 7

PART B

Section 6: Proposed Facility

Respondent shall provide a detailed description of the proposed site for the facility including site of facility, supported by an approved HUD Phase I Environmental Site Assessment, a market study, an appraisal, a land survey, as well as any other pertinent information to support the proposed site for the facility.

Section 7: Proposed Team

Respondents shall provide staffing plans clearly stating key personnel that may perform work under the award of this contract. Respondents shall submit a one (1) page resume for each member of the key personnel team. Respondents shall provide an Organization Chart of key personnel. Respondents shall provide a detailed description of how they intend to integrate staff and maintain their presence within the County.

Section 8: Project Approach

In this section, the respondent shall provide a written narrative including sections for each of the following components:

- Approach to Development – Proposed sites, site readiness, market study or market analysis (including a preliminary demand and capture rate calculation by unit type and rent restriction/level), Phase I assessment, appraisals, survey;
- Construction Approach;
- Approach to Operations and maintenance;
- Financial Approach – Describe approach to CDBG-DR funding as well as any additional potential funding by providing the following information:
 1. Sources and Uses Statement
 2. Pro Forma financial statement
 3. Preliminary total development budget

Respondent's project management methodology shall include all steps necessary to establish, monitor, and track the project. Providing a detailed description of their quality control methods, coordination of sub-contractors, as well as how the approach methodology will be employed to accomplish the project goals and objectives.

Respondents are encouraged to be creative in their approach in delivering the project, at lower cost and with expediency, to the County, while still complying with all applicable rules, regulations, and laws, etc.

Section 9: Vision

Respondents shall include a proposed site plan, conceptual development specifications (inclusive of proposed number, mix, and type of units proposed), and a conceptual plan for onsite supportive services as indicated in Scope of Work, as well as any other pertinent information the Respondent feels will provide additional benefit to the County.

Section 10: Schedule

In this section, the respondent shall provide a written narrative of the Respondent’s fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services, as per the agreement between St. Johns County and Florida Department of Economic Opportunity (agreement # H2338). Respondent shall provide a detailed schedule providing the County with a timeline showing maximum efficiency

Section 11: Proposed Budget

In this section, Respondents shall provide a proposed budget including backup documentation showing how budget amounts were calculated. Proposed budget shall include all necessary items needed to complete the scope of service, in accordance with the requirements previously provided herein. Respondent shall provide any and all additional funding sources in the event the proposed budget exceeds the maximum award provided herein.

Proposed budget is included as one of the evaluation criteria; the lowest total proposed budget amount will receive the maximum weighted score. The other submitted proposed budgets will receive a percentage of the weighted score based on the percentage differential between the lowest total proposed budget and the other proposals in accordance with the following example:

Vendor	Total Proposed Budget	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 total proposed budget evaluation and calculation may be revised to conform to the needs for each individual RFP selection.

This will be graded on a 0 – 5 scale; up to a maximum combined score of 10 points.

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, 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 Respondent whose qualifications best serves the interest of the County.

B. EVALUATION CRITERIA

The intent of this RFP is to select responsive Respondents based on the Respondent’s submitted Proposal using the evaluation criteria below. Responses will be scored based on the criteria herein. Only those Respondent qualified through this RFP process and approved by the St. Johns County Board of County Commissioners will be invited to negotiate a contract. 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:

Evaluation Criteria:

Maximum Points per Evaluator:

	<u>Part A</u>	
1. Qualifications		20
2. Experience		20
3. Quality of Submittal		5
4. Socioeconomic Business Enterprise		<u>5</u>

	Subtotal	50
<u>Part B - Facility Location 2</u>		
5. Proposed Team (including any and all subs & external resources)		10
6. Project Approach		20
7. Schedule		15
8. Proposed Budget		5
9. Vision		10
	Subtotal	60
	<i>Total Maximum Points (A+B):</i>	<i>110</i>

C. INTENT TO AWARD

It is the intent of the County for recommendation to be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked Respondent who has meet the minimum qualifications hereunder during evaluation as determined by the evaluation committee; with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract 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 Proposals, 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 Proposals by reference, and are fully binding.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT

The agreement shall be on a form provided by the County, as negotiated with selected firms. 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. 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. The County reserves the right to delete, add to, or modify one or more components of this RFP and 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. CONTRACT TERMS

The County shall include a claw back provision in the grant/loan agreement which may be triggered if the Developer Partner: (a) fails to maintain the property at a reasonable standard for a period of more than one (1) year without curing such default; or (b) fails to rent the affordable units only to persons of low to moderate income at rents acceptable to HUD within a reasonable period of time without curing such default. If the Developer Partner defaults in a manner that triggers such claw back provision, then any grant provided to the Developer Partner by the County shall convert into a repayable loan at an interest rate equal to or greater than LIBOR plus 2 percentage points.

C. COMPLETION TIME THROUGH CONSTRUCTION

It is anticipated the County will issue a contract with a term of two (2) calendar years from Notice of Proceed for development and construction.

D. AFFORDABILITY PERIOD

The Developer Partner shall enter into a land use restriction agreement to be recorded in the deed records to ensure that for a term of no less than forty (40) years, all of the required affordable units are rented only to persons of low and moderate income as defined by HUD and as required based on the applicable CDBG-DR funding requirements.

E. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Respondent, County Staff may review records of performance to ensure that the Respondent 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 Respondent 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.

Construction Guaranty and Cost Overruns: Developers will personally guaranty or provide a guaranty from a viable entity that is satisfactory to St. Johns County the loan/grant until construction is complete and all buildings receive certificates of occupancy (Completion Guaranty). Upon completion, if the development complies with applicable HUD requirements, personal liability of the guarantors will be released except for losses due to fraud, theft, failure to pay taxes, failure to maintain insurance and similar acts or omissions (“bad acts exceptions”).

F. PUBLIC CONSTRUCTION BOND

To the extent legally required and practicable the Respondent shall be required to obtain and submit a recorded Public Construction Bond covering faithful performance of 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 Respondent shall furnish the required bond, after full execution of any awarded Contract. 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 with their copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The respondent will have three (3) days from receipt of fully executed contract to have the Bond recorded. The respondent 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.

G. LIQUIDATED DAMAGES

The Respondent shall have ten (10) days to return Contract originals from the time the Respondent receives a “Notice of Award”. St. Johns County will return a “fully executed” Contract to the Respondent 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 Respondent will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract. Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Respondent 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 Respondent non-responsive and Contract with the next best Bidder.

The work to be performed 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 seven hundred thirty (730) consecutive calendar days** as stipulated on the Notice to Proceed. Final completion shall be attained **within sixty (60) consecutive calendar days** of substantial completion.

Conditions under which Liquidated Damages are Imposed:

Should the Developer Partner 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 Developer Partner 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 thousand eight hundred eighteen dollars (\$5,818.00) for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by the Contract for Substantial Completion of the Work.

“Unexcused Delay” shall mean those delays for which the respondent, his subcontractor or supplier, has responsibility, and which entitle the respondent 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 the Contract when the Work can provide beneficial use, or occupancy of the Work, and/or Work can be utilized for its intended purpose.

H. TERMINATION

Failure on the part of the Respondent to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Respondent 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 Respondent 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 Respondent 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.

I. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the R to perform all work in accordance with 2 CFR 200 requirements (Exhibit C), 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.

J. DAVIS-BACON ACT

The Davis-Bacon and related Acts (DBRA) generally apply to developer partner and subcontractors performing on federal and federally assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). Laborers and mechanics performing on the site of the work of DBRA-covered contracts are entitled to receive prevailing wage rates for such work.

The Davis-Bacon and related Acts (DBRA) require that developer partners and subcontractors performing on covered contracts pay any and all laborers and mechanics employed under the Contract, no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area, as provided by the Department of Labor, and as shown on (Exhibit A) Davis-Bacon Act, General Decision Number FL20190086 “Residential”, attached hereto.

Recordkeeping

Under the Davis-Bacon and related Acts, covered developer partners must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker’s work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents

- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Reporting

Each covered developer partner and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under “Recordkeeping” for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker’s social security number). Each payroll submitted must be accompanied by a “Statement of Compliance” using page 2 of Form WH-347 Payroll (For Contractors Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the developer partner or subcontractor, or by an authorized officer or employee of the developer partner or subcontractor who supervises the payment of wages, and delivered to a representative of the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period. Form WH-347 and instructions are available at the following links: <https://www.dol.gov/whd/forms/wh347.pdf> and <https://www.dol.gov/whd/forms/wh347instr.htm>

K. LICENSES, PERMITS & FEES

The Respondent 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 Respondent.

L. 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 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.

M. 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 Developer Partner, 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 Developer Partner, 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 Developer Partner or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

N. 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. Developer Partner shall be responsible for compliance with all trenching shoring safety requirements.

O. SUB-CONTRACTORS/ SUB-CONSULTANTS

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

The County reserves the right to disqualify any Developer Partner, 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 Developer Partner 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 Developer Partner is required to disclose in writing the addition of any subcontracts added after execution of the Contract.

P. 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 Developer Partner is not a DBE/MBE/WBE firm the Developer Partner 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 Developer Partner is not a Section 3 firm the Developer Partner 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>

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

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

DATE: _____

CRITERIA RANKING:

	A. Qualifications	B. Experience	C. Quality of Submittal	D. Socioeconomic Business Enterprise	E. Proposed Team	F. Project Approach	G. Schedule	H. Proposed Budget	I. Vision	
RESPONDENTS	0-20	0-20	0-5	0-5	0-10	0-20	0-15	0-5	0-10	TOTAL 0-110

SIGNATURE OF RATER: _____

PRINT NAME: _____

DATE: _____

PART VII: FORMS & ATTACHMENTS

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT A

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: _____

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT B

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)**

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT C

**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 Proposals 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

ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2

ATTACHMENT D

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 Proposals 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 Proposals for the services covered by the RFP documents for **RFP No: 20-17R; Development Partner for CDBG-DR Multi-family Affordable Housing – Facility Location 2.**

The affiant further states that no more than one Request for Proposals 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 PROPOSALS.

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT E

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:

ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2

ATTACHMENT F

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

Project (RFP) Number/Description: **RFP No: 20-17R; Development Partner for CDBG-DR Multi-family Affordable Housing – Facility Location 2.** 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

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT G

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)

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT H

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: _____

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT I

**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: _____

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT J

**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: _____

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT K

**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

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT L

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 Proposals 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 Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

ATTACHMENT M
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

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

REQUEST FOR PROPOSALS PACKAGE CHECKLIST


SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Cover Page and Cover Letter		
Section 2	Qualifications		
Section 3	Experience		
Section 4	Socioeconomic Business Enterprise		
Section 5	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		
Section 6	Proposed Facility		
Section 7	Proposed Team		
Section 8	Project Approach		
Section 9	Vision		
Section 10	Schedule		
Section 11	Proposed Budget		

PART IX: SEALED RFP MAILING LABEL

**ST. JOHNS COUNTY, FL – RFP NO: 20-17R DEVELOPMENT PARTNER FOR
CDBG-DR MULTI-FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2**

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

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	RFP 20-17R;
RFP TITLE:	DEVELOPMENT PARTNER FOR CDBG-DR MULTI- FAMILY AFFORDABLE HOUSING FACILITY LOCATION 2
DUE DATE/TIME:	By 4:00 P.M. – April 16, 2020
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT