



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

**RFP NO: 18-68
REQUEST FOR PROPOSALS**

CDBG-DR ENVIRONMENTAL CONSULTING SERVICES

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

FINAL 6/19/18

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

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ST. JOHNS COUNTY, FL – RFP NO: 18-68; CDBG-DR ENVIRONMENTAL CONSULTING SERVICES

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-68; CDBG-DR Environmental Consulting Services**. Interested and qualified consultants may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. **All RFP Packages are due by or before 4:00PM (EST) on Thursday, July 19, 2018.** Any packages delivered to or received after the 4:00PM 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 solicits responses from qualified and experienced firms to provide Environmental Consulting Services for projects and programs supported by U.S Department of Housing and Urban Development (HUD) such as Community Development Block Grant (CDBG) and Community Development Block Grant – Disaster Recovery (CDBG-DR), as well as other federal grants awarded to St. Johns County and to establish a library of consultants for countywide use on a continuing basis. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. St. Johns County is soliciting qualified and experienced firms for a Continuing Services Contract which includes, but is not limited to, the following services: environmental reviews and assessments; lead inspections, risk assessments, clearance inspections, and their related reporting; asbestos surveys; wetland assessment and mapping; wetland jurisdictional line delineation; mitigation plan and design; site evaluation; environmental sample collection, analysis, and evaluation; contamination assessment reports, and remedial action plans.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #18-68. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all **questions** or requests for information relating to this Request for Proposals shall be **submitted in writing** by or before close of business (5:00PM) on **Thursday, July 5, 2018**.

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 business days, interested firms may direct questions or inquiries to Jaime Locklear, MPA, CPPB, FCCM Purchasing Manager, at jlocklear@sjcfl.us.

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

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 18-68; CDBG-DR Environmental Consulting Services**. 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 bidder, 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 Proposal, 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 proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of St. Johns County.

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

BY: _____
Deputy Clerk

PART II: INTRODUCTION

A. PURPOSE

St. Johns County is soliciting sealed RFP packages from qualified firms to provide Environmental Consulting Services for projects and programs supported by U.S Department of Housing and Urban Development (HUD) such as Community Development Block Grant (CDBG) and Community Development Block Grant – Disaster Recovery (CDBG-DR), as well as other federal grants awarded to St. Johns County.

B. TENTATIVE SCHEDULE OF EVENTS

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

Advertisement of Request for Proposals	Monday, June 18, 2018
Deadline for Bid Questions	5:00 PM EST, Thursday, July 5, 2018
Issuance of Final Addendum	Thursday, July 12, 2018
Proposal Package Submission Deadline	4:00 PM EST, Thursday, July 19, 2018
Evaluation of Submitted RFP Packages	Thursday, July 26, 2018
Presentation of Award Recommendation to SJC BOCC	Tuesday, August 21, 2018
Issuance of Notices of Award & Contracts	Friday, September 21, 2018

C. DUE DATE & LOCATION

Packages submitted in response to this Request for Proposals must be delivered to, and received by the SJC Purchasing Department by or before **4:00 PM** on **Thursday, July 19, 2018**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

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

D. 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) business days, interested firms may contact Jaime Locklear, MPA, CPPB, FCCM Purchasing Manager, at jlocklear@sjcfl.us.

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

E. 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 (**5:00PM**) EST on **Thursday, July 5, 2018**. 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.

F. 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) days prior to the due date for Proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

G. EQUAL EMPLOYMENT OPPORTUNITY

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

H. PUBLIC RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this RFP shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal Law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

I. 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.

J. RIGHT TO REJECT / ACCEPT

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

K. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL

All terms and conditions of the St. Johns County Purchasing Procedure Manual 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. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. 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 for in the St. Johns County Purchasing Procedure Manual.

PART III: SCOPE OF SERVICES

A. GENERAL INFORMATION

Under the direction of the St Johns County Disaster Recovery Grant Director the consultant will assist St Johns County by providing the expertise necessary through Environmental Services of CDBG and CDBG-DR for Hurricanes Matthew and Irma.

The County solicits responses from qualified and experienced individuals or firms to provide the Environmental Consulting Services as listed below through a Continuing Services Contract.

B. SCOPE OF SERVICES

Qualified firms shall have significant and demonstrated experience and qualifications in delivery of professional environmental consulting services. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. This Continuing Contract is to include, but not limited to, such services as follows:

- Environmental Reviews as required by the National Environmental Policy Act (NEPA) of 1969
- Lead inspections and reporting, risk assessments and reporting, and clearance inspections and reporting services as required by 24 CFR Part 35
- Asbestos Surveys
- Wetland Assessments and Mapping
- Wetland Jurisdictional Line Delineation
- Mitigation Plan and Design
- Site Evaluation
- Phase I, II And III Environmental Assessments (Due Diligence)

- Environmental Sample Collection, Analysis and Evaluation
- Contamination Assessment Reports and Remedial Action Plans

1. Award of Work

Work shall be authorized on an as needed basis, as determined by the County. The County offers no guarantee of any work to any Respondent. Award of a Contract does not mean that any work will be issued to the Respondent.

2. Pricing Proposals

Pricing proposals shall be requested from one (1) or more Respondents, as determined by the County, for each project. Upon request from the County, the Respondent shall submit a pricing proposal for each project, which shall include, at a minimum, a breakout of the scope of services required to satisfactorily complete the project, as determined by the County, a breakout of the costs required to complete the project, including any and all materials, equipment rental, labor, permitting fees, or other costs associated with performing the work, and a proposed schedule for completing the required work. The pricing proposal must be on company letterhead, dated, and signed by an authorized representative of the Respondent. The County shall review the proposal, and if discussion or negotiations are required, shall be conducted at the discretion of the County. The project shall be awarded to the Respondent that submits the most cost effective proposal, or that best serves the interest of the County. If the County determines that the proposal is out of line with the proposed budget, schedule, or requirements of the project, the County reserves the right to refuse any submitted pricing proposal, from any Respondent, at any time. The County is under no obligation to accept any submitted pricing proposal from any Respondent, for any project.

3. Task Orders

Upon acceptance of a pricing proposal by the County, a Task Order shall be issued, and fully executed by both parties prior to any work being performed on any project. The Task Order shall provide, at a minimum, the general scope of the project, the value or cost of the project, and the schedule for completion. Receipt of a fully executed Task Order shall serve as Notice to Proceed for each project, unless otherwise stated on the Task Order.

The County is under no obligation to issue any Task Order to any Respondent under this Contract.

a. Maximum Project Costs

The maximum project costs eligible to be authorized by Task Order under the awarded Contracts is \$200,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Task Order being issued.

If a Task Order is valued at less than \$200,000, but an additive change order increases the value beyond that threshold, the Change Order shall be approved by SJC Administration prior to the issuance of the Change Order.

b. Change Orders

Change Orders will be issued by the SJC Purchasing Department, for additive or deductive changes to the project value, schedule changes beyond the completion date as provided in the Task Order, or for changes to the scope of work, as originally provided in the Task Order. Upon request by the County, the Respondent shall submit a proposal for each Change Order that shall include, at a minimum, a detailed description of the changes to the scope, price, or schedule provided in the original Task Order, as well as an explanation as to why the change is necessary.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

If Contracts are awarded, the contract term for each agreement shall be a period of five (5) calendar years, and may be renewed for up to five (5), one (1) year renewal periods providing satisfactory performance has been maintained by each Consultant, availability of appropriated funds, and the County has a continued need for the services. The County reserves the right to extend the term of the awarded agreements, as necessary, to have authorized services completed.

B. CONTRACT PERFORMANCE

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

C. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

D. GOVERNING LAWS & REGULATIONS

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

E. LICENSES, PERMITS & FEES

The Consultant 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 Consultant.

F. INSURANCE REQUIREMENTS

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

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

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

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

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and

non-owned automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

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

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

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

G. 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 Consultant, a Sub-consultant, 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 Consultant, a Sub-consultant, 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 Consultant or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

H. SUB-CONSULTANTS

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

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

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

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

Sub-Consultants and other persons and organizations proposed by the Consultant 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 the event of an emergency declaration, 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 Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal 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 Federal assisted contract: and

- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

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

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

PART V: REQUEST FOR PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

A. MINIMUM QUALIFICATIONS

In order for Respondents to be considered for qualification and award of a Contract, Respondents must meet the following minimum qualifications:

1. Must be fully licensed to perform work or do business in the State of Florida;
2. Must possess, or be willing to obtain upon award, a Local Business Tax Receipt for St. Johns County.

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

1. Has technical knowledge and practical experience in the type of work included in the scope;
2. Has the available organization and qualified manpower to do the work;
3. Has adequate financial status to meet the financial obligation incident to the work;
4. Does not have just or proper claims pending against individual or firm or their work;
5. Has previously performed or provided the work, materials, and services as described in the scope of services/specifications.

B. RESPONDENTS RESPONSIBILITIES

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

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

C. TRADE SECRETS

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

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

D. CONFLICT OF INTEREST

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

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

E. USE OF COUNTY LOGO

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

F. 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 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 Proposals may result in such information being subject to release if requested in a public records request.

G. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package 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 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 RFP Package. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

H. RFP PACKAGE SUBMITTAL INSTRUCTIONS:

The RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

RFP Packages shall be submitted in a sealed envelope or container, and labeled, on the exterior of the package, with the Respondent’s full legal company name and mailing address, as well as “RFP No: 18-68, CDBG-DR Environmental Consulting Services”. RFP Packages 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 (4:00PM) EST on **Thursday, July 19, 2018.**

St. Johns County Purchasing will not accept any RFP Packages 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.

I. RFP PACKAGE COMPONENTS

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 18-68; CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**. 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 of the submitted original Request for Proposals Package 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.

Each Respondent shall submit a list of proposed sub-Consultants to be used if awarded the contract. Each Respondent must provide a list of Sub-Consultants/Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-consultant/sub-contractor listed and submit with each copy of the RFP Package. If sub-consultants/sub-contractors are to be included in the Proposal, all terms and conditions must be disclosed including method and reason for selection, sub-consultants/sub-contractors compensation, and sub-consultants/sub-contractors billing rate. At the County's request, provide all internal sub-contractor documentation for federal reimbursement review. If no sub-consultants/sub-contractors are proposed, so state there on.

All RFP Packages must include the following components:

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

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

Section 1: RFP Cover Page (Complete and Submit)

Section 2: Cover Letter

Respondent shall provide a cover letter, **not exceeding two 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 and e-mail address;
- 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 to provide Environmental Consulting Services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate;

Section 3: Company, Staff, and Sub-Consultant Qualifications

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-consultant or 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-consultants or sub-contractors relative to the Environmental Consulting Services as outlined in the scope of work. Consultants and/or Sub-Consultants that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

- Provide key personnel that may perform work under the award of this contract
- Provide a Organization Chart
- Include a one (1) page resume for each key personnel
- Identify the primary contact for this contract
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

Section 4: Related Experience

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

Section 5: Approach and Innovation

In this section, respondent shall provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 6: Quality and Schedule Control

In this section, the respondent shall provide a written narrative of the firm's project management methods to establish, monitor and track quality control methods including coordination of sub-consultants, and ability to meet schedules in a timely manner.

Section 7: Socioeconomic Business Enterprise

Provide current copy of certificate of MBE/WBE/DBE.

Section 8: Pricing

In this section, respondent shall submit proposed pricing for all hourly rates and testing costs needed to complete the scope of service, in accordance with the requirements provided herein.

This section shall be evaluated based on the formula below. The respondent submitting the lowest proposed hourly rates and the lowest proposed testing costs will receive the highest points in this section. The points available for this section shall be as follows: five (5) points for hourly rates, and five (5) points for testing cost, for a total of ten (10) points. Complete the hourly rate sheet for services to be performed. Any and all testing rates shall be submitted on a separate page and placed with the rate sheet in the proposal.

Hourly Rates: Respondent must identify any and all staff required to be utilized to perform any aspect of the scope of service. The County shall not pay any fees in addition to the hourly rates, and testing costs. Any and all transportation, fuel and other charges must be included in the unit price per hour.

Points will be awarded based on the average hourly wage of all the anticipated work classifications needed to complete the scope of service. The lowest average shall receive the maximum score for this section. All other submitted proposals shall receive a scored based on the percentage differential between the lowest proposed average hourly wage and the highest proposed average hourly wage.

Example:

Respondent	Average Hourly Wage	Percentage	By	Weight	Equals	Weighted Score
A	\$100.00	100.0%	x	5	=	5
B	\$120.00	83.3%*	x	5	=	4.2
C	\$140.00	71.4%**	x	5	=	3.6

* Respondent B's percentage is $\$100.00 \div \$120.00 = 83.3\%$

** Respondent C's percentage is $\$100.00 \div \$140.00 = 71.4\%$

*** Weighted Score shall be rounded to nearest tenth of a whole number

Testing Rates: As part of the cost proposal, respondent must include any and all testing rates required in the scope of services. The County shall not pay any fees in addition to the unit prices per test. Any and all transportation, fuel and other charges must be included in the unit price per test.

Points will be awarded based on the total average for all testing. The lowest average shall receive the maximum score for this section. All other submitted proposals shall receive a scored based on the percentage differential between the lowest proposed average test cost and the highest proposed average test cost.

Example:

Respondent	Average Test Cost	Percentage	By	Weight	Equals	Weighted Score
A	\$40.00	100.0%	x	5	=	5
B	\$60.00	66.6%*	x	5	=	3.3
C	\$80.00	50.0%**	x	5	=	2.5

*Respondent B's percentage is $\$40.00 \div \$60.00 = 66.6\%$

** Respondent C's percentage is $\$40.00 \div \$80.00 = 50.0\%$

*** Weighted Score shall be rounded to nearest tenth of a whole number

Section 9: Administrative Information

In this section, respondent shall submit the following:

- Proper and valid licensing to conduct business in the State of Florida
- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- Conflict of Interest Declaration (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Acknowledged Addenda
- Claims/Liens/Litigation History
- List of proposed Sub-Consultants
- Rates for St. Johns County

PART VI: EVALUATION AND AWARD

A. RECOMMENDATION FOR AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to award a Contract for the services to all respondents receiving a minimum of 80 points in the evaluation based on the criteria provided herein.

B. 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.

C. EVALUATION OF RESPONSES

All properly submitted Proposal Packages that are determined to be responsive to the requirements of this RFP, shall be evaluated by an Evaluation Committee of no less than five (5) representatives. Each Evaluation Committee Team Member will receive a set of all of the submitted Request for Proposals Packages submitted, and an electronic copy of the RFP document with all issued Addenda, an Evaluator’s Score Sheet and an Evaluator’s Narrative Sheet. Evaluators shall review and score the submitted, responsive, Request for Proposals Packages 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 proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

D. EVALUATION CRITERIA

The intent of this RFP is to qualify firms based on the firm’s qualifications using the evaluation criteria below. Responses will be scored based on the criteria herein. The County intends to select multiple firms as deemed necessary in order to accomplish the goals and objectives established by the County. Only those firms qualified through this RFP process and approved by the St. Johns County Board of County Commissioners will be invited to negotiate a contract. Any qualified firm desiring to provide the required services in any of the listed areas should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. Submittals are to be made for the discipline(s) listed in this RFP. Selection(s) are at the sole discretion of the County.

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

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
1. Compliance with RFP Instructions	5
2. Company, Staff, and Sub-Consultants Qualifications	25
3. Related Experience	25
4. Approach and Innovation	10
5. Quality and Schedule Control	15
6. Socioeconomic Business Enterprise	10
7. Pricing	10
Total Maximum Points Possible:	100

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

DATE:
PROJECT:

CRITERIA RANKING:

Respondents	A. Compliance with RFP Instructions 0-5	B. Company, Staff, and Sub-Consultants Qualifications 0-25	C. Related Experience 0-25	D. Approach and Innovation 0-10	E. Quality and Schedule Control 0-15	F. Socioeconomic Business Enterprise 0-10	G. Pricing 0-10	TOTAL 0-100

SIGNATURE OF RATER: _____ **PRINT NAME:** _____ **DATE:** _____

PART VII: FORMS & ATTACHMENTS

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

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
ATTN: April Bacon, Disaster Recovery Procurement Coordinator**

COMPANY NAME: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

**CERTIFICATES OF INSURANCE
(Attach or insert copy here)**

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

**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

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

AFFIDAVIT

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

At the time the Proposal is 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: 18-68; CDBG-DR Environmental Consulting Services.**

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:

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR PROPOSALS.

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

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, unmatured 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:

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project (RFP) Number/Description: **18-68; CDBG-DR Environmental Consulting Services**

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 consultant’s/contractor’s 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

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES
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)

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

LIST OF PROPOSED SUB-CONSULTANTS

Any and all sub-consultants are subject to approval by the County. Each Respondent shall submit any sub-consultants proposed to perform any portion of the required services as provided herein.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

**REQUEST FOR PROPOSALS (RFP) NO 18-68;
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

RATES FOR ST. JOHNS COUNTY

Approval (initial date)

Purchasing Manager: _____

Buyer: _____

Company Name: _____

<u>Employee (optional)</u>	<u>Classification</u>	<u>Base Rate*</u>	<u>Fringe and Overhead**</u>	<u>Profit**</u>	<u>Requested Billing Rate</u>	<u>County Approved Billing Rate</u>

*Base rate is actual hourly wage rate, exclusive of fringe, overhead and profit.

**Maximum 150% for fringe and overhead; maximum profit 10%; or audited rates, which ever are less.

Travel Expense Maximum	\$.445 per mile					
Sub-Consultants Markup	None Allowed					
FCCM	None Allowed					
CADD Charges	None Allowed					
Reimbursable Expenses Markup	None Allowed					

Approval of Rate Structure

Consultant: _____ Date: _____

SJC Purchasing Manager: _____ Date: _____

**REQUEST FOR PROPOSALS (RFP) NO 18-68;
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (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: _____

**REQUEST FOR PROPOSALS (RFP) NO 18-68;
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

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 Bidder certifies that it shall not knowingly 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 the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO 18-68;
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

**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: _____

**REQUEST FOR PROPOSALS (RFP) NO 18-68;
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

**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

**REQUEST FOR PROPOSALS (RFP) NO 18-68;
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

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:

REQUEST FOR PROPOSALS PACKAGE CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO 18-68;
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Cover Page		
Section 2	Cover Letter		
Section 3	Company and Staff Qualifications		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
Section 4	Related Experience		
Section 5	Approach and Innovation		
Section 6	Quality and Schedule Control		
Section 7	Socioeconomic Business Enterprise		
Section 9	Pricing		
	Rates for St. Johns County		
Section 8	Administrative Information (include the following):		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Acknowledged Addenda		
	Claims/Liens/Litigation History		
	List of Proposed Sub-Consultants		
	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		

PART VIII: EXHIBIT A

HUD REQUIRED PROVISIONS
(2 CFR 200)

The awarded Contractor will comply will all applicable federal law, regulations, executive orders, including HUD policies, procedures, and directives herein.

1. Energy Policy and Conservation Act

The awarded Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Reference 2 CFR 200 A II (h)

2. Compliance with the Copeland “Anti-Kickback” Act

A. Contractor. The awarded Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The awarded Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Reference 2 CFR 200 A II (d)

3. Compliance with the Contract Work Hours and Safety Standards Act

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Reference 2 CFR 200 A II (e)

4. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Clean Air Act:

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by HUD.

Reference 2 C.F.R. Part 200, Appendix II

6. Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by HUD.

Reference 2 C.F.R. Part 200, Appendix II

7. Procurement of Recycled/Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2) Meeting contract performance requirements; or
- 3) At a reasonable price.

B. Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Reference 2 C.F.R. § 200.322

8. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that HUD financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

Reference Financial Services and General Government Appropriations Act, 2015, Pub. L. No. 113-83, Division E, § 724 (2015); DHS Standard Terms and Conditions, v 3.0, II (Dec. 4, 2013).

9. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

Reference 31 U.S.C. §§ 3729-3733

11. Non-Segregated Facilities

The Contractor and each subcontractor shall comply with the Certification of Non-segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a RFP, the Bidder and all subcontractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.

12. Americans with Disabilities Act of 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

Reference DHS Standard Terms and Conditions, v 3.0, V (Dec. 4, 2013); Standard Form 424D, 10.

13. Equal Opportunity

All eligible businesses, including Small Local Business Enterprises (SLBEs) Disadvantaged Business Enterprises (DBEs) and Women/Minority Business Enterprises (WMBEs) shall be afforded a full opportunity to participate in any award made by the County pursuant to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

The County prohibits any awarded firm awarded a contract, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of 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 well as all other applicable regulations, guidelines and standards.

Reference 2 CFR 200.321

14. Sub-Contractors

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

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

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable alternate sub-contractor, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent from further consideration of award under this RFP.

The County reserves the right to disqualify any Contractor, 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 Respondent 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.

The awarded contractor shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 CFR 200.321(b)(6)

15. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Reference 2 CFR 200 A II (j)

16. Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.


Reference Chapter IV, 6.d and 12.a.ix; 2 C.F.R. Part 200, Appendix II, I; DHS Standard Terms and Conditions, v 3.0, X (Dec. 4, 2013)

PART IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 18-68
CDBG-DR ENVIRONMENTAL CONSULTING SERVICES**

**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 18-68;
RFP TITLE:	CDBG-DR Environmental Consulting Services
DUE DATE/TIME:	By 4:00PM – June 14, 2018
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Robert Quinney 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT