



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

**RFP NO: 18-71
REQUEST FOR PROPOSALS**

**MANAGEMENT OF CDBG-DR
FOR HURRICANE
PROJECTS & PROGRAMS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904-209-0150**

www.sjcfcl.us/Purchasing/Index.aspx

FINAL 8/2/18

REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS

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**ST. JOHNS COUNTY, FL – REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR HURRICANE PROJECTS & PROGRAMS**

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-71; Management of CDBG-DR for Hurricane Projects & Programs**. Interested and qualified respondents 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, August 30, 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 Management of CDBG-DR for Hurricane Projects & 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), for countywide use on a continuing basis. All submitted proposals shall be for principal consultant and may include all sub-consultants.

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 #18-71. 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, August 16, 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 No: 18-71; Management of CDBG-DR for Hurricane Projects & Programs**. 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 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 Management of CDBG-DR for Hurricane Projects & Programs supported by U.S Department of Housing and Urban Development (HUD) such as Community Development Block Grant – Disaster Recovery (CDBG-DR).

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 persons. Funds will be used for: economic revitalization and infrastructure activities, to identify how any remaining unmet housing needs will be addressed, and how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing; in the most impacted and distressed areas.

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	Saturday, August 4, 2018
Deadline for Bid Questions	5:00 PM EST, Thursday, August 16, 2018
Issuance of Final Addendum	Thursday, August 23, 2018
Proposal Package Submission Deadline	4:00 PM EST, Thursday, August 30, 2018
Evaluation of Submitted RFP Packages	Thursday, September 6, 2018
Presentation of Award Recommendation to SJC BOCC	Tuesday, October 16, 2018
Issuance of Notices of Award & Contracts	Wednesday, October 17, 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, August 30, 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, August 16, 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

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to the State of Florida Department of Economic Opportunity (DEO) to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Matthew 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 (Exhibit C).

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 persons. Funds will be used for economic revitalization and infrastructure activities. To identify how any remaining unmet housing needs will be addressed as well as how its economic revitalization and infrastructure activities will contribute to the long-term recovery/restoration of housing in the most impacted and distressed areas.

St. Johns County will conduct all program, design, and implementation services necessary to mobilize/launch its production implementation systems. To support programs and projects in order to help people, properties, and communities recover from storm related damage due to Hurricane Matthew. St. Johns County will offer a range of services including; a Housing Program, Public Facilities Program, and an Infrastructure Program. St Johns County was declared the most impacted and distressed county and was allocated through DEO \$45,837,520 to be used as follows:

Housing Program

1. St. Johns County will mobilize and launch a Homeowner Services Project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricane Matthew (including allowances for subsequent damage by Hurricane Irma; but not damage solely caused by Irma). The range of services offered includes the following range of eligible CDBG-DR activities:
 - a. Repair and Elevation;
 - b. Reconstruction of properties that were substantially damaged from the storm and where repair is no longer cost reasonable;
 - c. Replacement of Manufactured Houses that were substantially damaged from the storm and where repair is no longer cost reasonable;
 - d. Temporary Relocation of homeowners (and if necessary tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA);
 - e. Mortgage Payment Assistance to help homeowners in financial distress minimize their exposure to foreclosure and reduce the risk of homelessness due to the storm;
 - f. Buyout and Acquisition for Redevelopment Pilot Programs.
2. St. Johns County will invest CDBG-DR funds to develop up to approximately eighty (80) units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development.
3. St. Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate-Income Vulnerable Populations such as those experiencing homelessness and/or at risk of homelessness in St. Johns County. The Unified Service Center will be developed in the Supportive Housing Initiative Planned Unit Development.

Infrastructure Program

1. St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recovery from storm related damage due to Hurricane Matthew.
 - a. The range of services offered shall include:
 - i. Roadway reconstruction/repair – reconstructing/repairing of County roadway(s) substantially damaged from the storm.
 - ii. Storm-sewer conveyance capacity improvements – increasing the capacity of existing storm-sewer infrastructure (culverts) that were inadequate based on flooding during the storm event.
 - iii. Storm water and drainage improvements – increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event. This includes construction of new storm water ponds and/or storm water pump systems.
 - iv. Replacement of sanitary sewer pipes – Replacement of gravity sanitary sewer pipes damaged during the storm event.
 - v. In-place repair sanitary sewer pipes – In-place repair via slip-lining/waterproofing of gravity sanitary sewer pipes that were damaged during the storm event.
 - vi. Sanitary sewer pump stations – repair of sanitary sewer pump stations damaged during the storm event.

The County solicits responses from qualified and experienced individuals or firms to provide the Management of CDBG-DR for Hurricane Projects & Programs as listed below through a Continuing Services Contract.

B. SCOPE OF SERVICES

St Johns County is soliciting consultants to assist the county in administrating the Sub-recipient agreement with DEO to ensure proper execution and compliance with Federal, State, and Local rules, regulations, and program intent. A copy of the sub-recipient agreement (Exhibit B) and the State’s action plan (Exhibit C) is being provided. All services shall

comply with the U.S. Department of Housing and Urban Development (HUD) and Florida Department of Economic Opportunity guidelines. Consultants shall submit a program methodology sufficient to accomplish, but not limited to, the requirements below:

1. CDBG-DR Program Design and Implementation

- a. Assist St. Johns County in developing the program, design, and implementation services necessary to mobilize/launch its production implementation systems. To support the programs and projects to help people, properties, and communities recover from storm related damage due to Hurricane Matthew (including allowances for subsequent damage by Hurricane Irma; but not damage solely caused by Irma) as follows:
 - i. Assist in developing a staffing plan for St. Johns County CDBG-DR Program that includes:
 - (1) Organizational Chart;
 - (2) Job Descriptions for County, contracted staff, and vendors;
 - (3) Scope of work and procurement plan for vendors and construction consultants.
 - ii. Assist in the procurement of vendors necessary for program execution and implementation.
 - iii. Assist in the administration of the financial management system in a manner that complies with all applicable HUD, CDBG-DR, and DEO rules.
- b. Establish and administer quality assurance and quality control system in a manner that complies with all applicable HUD, CDBG-DR, and DEO rules.
- c. Establish and administer an interim system record, applicant case management, and construction project tracking system.
- d. Establish and administer public information/communications program.
- e. Establish and administer production/grants management reporting system.
- f. Assist the County in populating DEO's system of record.
- g. Provide ongoing program administration, policy, grants, and financial management services to support St. Johns County CDBG-DR Programs and Projects.

2. Housing Program

- A. **Intake and Eligibility Operations:** Assist St. Johns County in mobilizing/launching a homeowner services program to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricane Matthew (including allowances for subsequent damage by Hurricane Irma; but not damage solely caused by Irma) as follows:
 - 1) Develop policies, procedures, and provide guidance for managing a CDBG-DR home repair program.
 - 2) Complete program/project design and process maps for launch of intake and construction services.
 - 3) Administration of intake center and applicant case management;
 - a) Consultant to provide Intake and Eligibility operators who are cable of quickly and efficiently conducting application processing to include determination of program eligibility in accordance with all program requirements, ownership, FEMA, insurance and other payments, duplication of benefits, and other documentation as required.
 - b) Intake center must be operational and staffed in a manner to reduce wait time and to accommodate working families.
 - c) Consultant must have capabilities to provide mobile intake center as requested by County.
 - d) Consultant will ensure that bi-lingual (Spanish) as well as any other language issues are addressed with all applicants.
 - e) Consultant must be granted approval from the County before the closing of any Intake center.
 - i. Intake operations will begin within forty-five (45) days of award of this contract unless otherwise agreed to by the County.

- ii. Intake operations will last six (6) months for application acceptance. County reserves the right to extend operations for up to three (3) additional months.
- f) Provide timely, ongoing communications with each applicant regarding the status of their application.
- 4) Finance Compliance and Reporting
- 5) Assist in the procurement and selection of vendors, sub-recipients, and/or staff that will be responsible for managing construction for the homeowner services project.
- 6) Develop and operate an interim system record, applicant case management, and construction project tracking system.
- 7) Assist in populating DEO system of record.
- 8) Complete update of unmet needs data.
- 9) Assist in submitting revised budget for homeowner services project based on updated unmet needs and intake center data.
- 10) Provide ongoing project implementation, compliance management supervision/support, and reporting services.
- 11) Assist with document verification insuring that there is no duplication of benefits in accordance with HUD, federal, and state policy.
- 12) Consultant will work closely with County staff; providing weekly status updates on pending, active, and completed assistance applications during the time the Intake center is open.
- 13) Provide all necessary actions to complete a home services program including but not limited to:
 - a) Environmental review,
 - b) Environmental mitigation,
 - c) Damage identification,
 - d) Damage appraisals,
 - e) Home inspections
 - f) Ensuring that all CDBG-DR regulations are being followed

B. Residential Construction and Assistance Management: Assist St. Johns County with residential construction and assistance management. Once residential applicant(s) are deemed eligible and an award determination has been made by the intake center; the consultant will be responsible for the management of approved applicant(s) through project close out. The range of services offered includes the following eligible CDBG-DR activities:

- 1) Repair and Elevation;
- 2) Reconstruction of properties that were substantially damaged from the storm and where repair is no longer cost reasonable;
- 3) Replacement of Manufactured Houses that were substantially damaged from the storm and where repair is no longer cost reasonable;
- 4) Temporary Relocation of homeowners (and if necessary tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA);
- 5) Mortgage Payment Assistance to help homeowners in financial distress minimize their exposure to foreclosure and reduce the risk of homelessness due to the storm;
- 6) Buyout and Acquisition for Redevelopment Pilot Programs.

Consultant shall provide quality and timely management services for disaster housing assistance. Including, all aspects of environmental compliance, damage assessments, cost of repair estimates, work write-ups, progress inspections, compliance with Uniform Relocation Act (federal state, and local requirements – as applicable), final inspection, and close-out/ certificate of occupancy.

Consultant must ensure all workers are knowledgeable in enforcing housing policies and will ensure compliance with CDBG-DR requirements. Consultant will be responsible for assessing the cost effectiveness of each proposed project undertaken to assist household; including criteria for determining when the cost of the

rehabilitation or reconstruction of the unit will not be cost-effective relative to other means of assisting the applicant. Consultant will work closely with County staff to provide weekly status updates on pending, active, and finished assistance projects.

3. SR 207 Supportive Housing Project

- A. Assist St. Johns County in the development of approximately eighty (80) units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development as follows:
 - 1) Complete update of Unmet Needs for Rental Housing serving vulnerable LMI populations tied to Hurricanes Matthew and submit documentation for DEO review and approval;
 - 2) Complete Procurement and/or Engagement of Rental Housing Project Development and Property Management Team;
 - 3) Develop an activity work plan detailing activities involved in the successful completion of the Supportive Housing Initiative Planned Unit Development Rental Housing Project for review and approval by DEO;
 - 4) Complete activities as detailed in the activity work plan approved by DEO. Provide ongoing production, compliance management supervision/support, and reporting services for the successful construction, lease-up, and stabilization of approximately eighty (80) unit rental housing project.
- B. Assist St Johns County in the development of an integrated social services public facility serving Low and Moderate–Income Vulnerable Populations such as the homeless and/or those at risk of homelessness in St. Johns County as follows:
 - 1) Complete update of Unmet Needs for Homeless Shelter serving vulnerable LMI populations tied to Hurricane Matthew and submit documentation for DEO review and approval.
 - 2) Complete Procurement and/or Engagement of Shelter Operator, Project Development, and Property Management Team.
 - 3) Develop an activity work plan detailing activities involved in the successful completion of the Homeless Shelter and Social Services Center Project for review and approval by DEO.
 - 4) Complete activities detailed in the activity work plan approved by DEO. Provide ongoing production, compliance management supervision/support, and reporting services for successful construction and operation of the Unified Service Center project.

4. Infrastructure Program

- A. Assist St. Johns County with mobilizing/launching an Infrastructure Recovery Program to assist in the recovery from storm related damage due to Hurricane Matthew. As part of the Infrastructure Program Mobilization, consultant shall assist the County with the following tasks:
 - 1) Complete procurement and selection of its consultants and/or staff that will manage assessment, design, permitting, bidding, and construction of the Infrastructure Recovery Program.
 - 2) Complete Operations Management Plan for Infrastructure Improvement projects including process map, plan for consultants, and construction.
 - 3) Complete update of Unmet Needs for Infrastructure Improvement serving vulnerable LMI areas tied to Hurricane Matthew and submit documentation for DEO review and approval.
 - 4) Assist in submitting to DEO for review and approval an updated Budget for the Infrastructure Recovery Program based on updated unmet needs data, on-going design, and updated construction estimates.
 - 5) Develop activity work plans for review and approval by DEO detailing activities involved in the successful completion of infrastructure improvement projects, including:
 - a) Complete activities as detailed in the activity work plans approved by DEO; provide ongoing production, compliance management supervision, and reporting services in support of successful completion of Infrastructure Improvement projects.

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.

1. Pricing Proposals

Any pricing proposals submitted by Consultant for work under this contract must be on company letterhead, signed by an authorized representative of the Consultant, and shall contain the following information:

- Description of the scope of work to be performed;
- Total Project Cost Proposal – with a breakdown of unit costs/rates provided in the Pricing Sheets including all Materials, Sub-Consultant and Rentals invoiced for the project;
- Schedule for Completion;
- List of sub-consultants proposed to work on the project, and the portions of work they'll perform.

2. Task Orders

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by the Consultant and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department, as approved by the Administrator, or his authorized designee. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code. No Task Order will be issued for over \$200,000.00 unless approved the Board of County Commissioners.

Each Task Order shall include, at a minimum, the following information:

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

a. Change Orders

Any and all changes to any project being performed under a Task Order, which effect the scope, cost, or time of the project shall be authorized through a Contract Change Order. Changes requested by the Consultant shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Consultant. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Consultant until receipt of a fully executed Change Order.

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 Consultant 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-Consultant 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, Consultant, Sub-Consultant, 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 contactor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-consultants **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.

I. PERFORMANCE BOND

The Consultant shall be required to obtain and submit a recorded Performance Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of one million dollars (\$1,000,000.00), with such acceptable sureties, secured through the Respondent's usual sources as may be agreeable to the parties. The Consultant shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

J. SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner 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 Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds

The Performance Bond form (Attachment O) will be forwarded to the successful Respondent with his copy of the fully executed contract. **The Performance 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 Performance Bond recorded. The respondent shall have the Performance 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 Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. 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.

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 has:

- a) Three (3) years of experience in program development and management of affordable housing program.
- b) Experience working with CDBG Disaster programs
- c) Has technical knowledge and practical experience in the type of work included in the scope;
- d) Has the available organization and qualified manpower to do the work;
- e) Has adequate financial status to meet the financial obligation indicative of the work;
- f) Does not have just or proper claims pending against the individual or firm or their work;
- g) 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-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 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: 18-71, Management of CDBG-DR for Hurricane Projects & Programs". 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, August 30, 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 18-71; MANAGEMENT OF CDBG-DR FOR HURRICANE PROJECTS & PROGRAMS**. 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.

Each Respondent shall submit a list of proposed sub-Consultants (if applicable) to be used if awarded the contract. Each Respondent must provide a list of Sub-Consultants/Sub-Consultants, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-consultant/sub-consultant listed and submit with each copy of the RFP Package. If sub-consultants/sub-consultants are to be included in the Proposal, all terms and conditions must be disclosed including method and reason for selection, sub-consultants/sub-consultants compensation, and sub-consultants/sub-consultants billing rate. At the County's request, provide all internal sub-consultant documentation for federal reimbursement review. If no sub-consultants/sub-consultants 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 and Staff 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 Management of CDBG-DR for Hurricane Projects & Programs;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- A brief description of the policies, procedures, and practices respondents have in place to provide for the physical and electronic security of our data centers and other sites where government information will be hosted, accessed, or maintained;
- Such other information as the respondent deems appropriate;

Section 3: Company and Staff, Qualifications

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-consultant or sub-consultant 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-consultants relative to the Management of CDBG-DR program 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 an Organization Chart
- Include a one (1) page resume for each key personnel
- Identify the primary contact for this contract
- List of Proposed Sub-Consultants (Attachment I)
- 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-consultants assisted a governmental entity in dealings with HUD Environmental Review requirements.

Respondents shall demonstrate a minimum of three (3) years of experience in program development and management of affordable housing programs; and demonstrate experience working with CDBG-DR.

Section 5: Approach and Innovation

In this section, the Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed illustrating how the methodology will serve to accomplish the project goals and the objectives of the program. Respondents may propose alternative approaches or recommendations while still complying with the objectives of the RFP. Alternative approaches should be focused on mitigating project risks to time, scope, and cost.

Approach- Describe the recommended approach based on the information provided in the RFP. To accurately assess department cost and workload; the Respondent should explicitly address in man-hours the extent their reply would require department changes to backend systems.

Project Management- Describe the proposed project management approach and methodology; explain the benefits and risk(s) associated with the methodology and identify any industry standards incorporated into the approach for each risk identified. Respondent should identify the source and steps that can be taken by each stakeholder to eliminate or reduce the risk(s).

Project Schedule and Timeline- Provide a fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services.

Capacity- Provide a detailed description demonstrating the consultants’ the capacity to handle the needs stated in this RFP; in addition to any current/future workloads. Consultant shall describe how it intends to integrate staff and maintain presence with the County during the duration of the contract.

Physical and Electronic Security- Provide a detailed description of the policies, procedures, and practices respondents have in place to provide for both physical and electronic security of our intake center(s), data centers, and other sites where applicant/government information will be hosted, accessed, or maintained.

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 the 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 provide proposed pricing (Attachment A) for the hourly rates and project specific task (Program Design and Implementation, Housing Program, SR 207 Supportive Housing Project, and Infrastructure Program) needed to complete the scope of service, in accordance with the requirements previously provided herein.

This section shall be evaluated based on the formula below to determine the best pricing proposal. The respondent submitting the lowest proposed hourly rates with the lowest proposed project cost will receive the highest points in this section. The points available for this section shall be as follows: five (5) points for hourly rates, five (5) points for task specific costs, and five (5) points for unit cost to assist residential property within the eligible CDBG-DR housing activities; for a total of fifteen (15) points possible.

Each Respondent shall submit a pricing proposal which shall consist of the proposed unit prices per hour for services performed, task costs, and unit pricing to assist residential property within the eligible CDBG-DR housing activities. Consultant is to complete the cost proposal form listed as Attachment A.

Hourly Rates: As part of the cost proposal, respondent must include hourly rates (Attachment A – Rates for St. Johns County)* for anticipated work classifications needed to complete the scope of service. Respondent must identify all staff required to be able to do the scope of service. The County shall not pay any fees in addition to the unit prices per hour. Any and all transportation, fuel, and other charges must be included in the unit price per hour.

*Please note “County approved Billing Rate” column is to be completed by St. Johns County Purchasing Division once rates are approved through negotiations with the selected firm.

Points will be awarded based on the average hourly rate 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 rate and the highest proposed average hourly rate. Example below:

Consultant	Average Hourly Rate	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

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

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

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

CDBG-DR Program Design and Implementation

- A. Assist the County in developing a staffing plan for the CDBG-DR Program, including but not limited to:
 - a. Identifying the total personnel who will be supported under the program, position titles, education/experience, qualifications, general responsibilities, hourly salary, etc.
 - b. Provide training plan for those personnel who will be supported under CDBG-DR program. Training plan shall include all applicable employees as well as all sub-consultants that are to be used throughout the duration of the CDBG-DR program. Plan must also include mechanisms to provide updated training when changes to Federal, State, or Local policy occur; training must be done in a timely and efficient manner.
- B. Assist the County in the administration of the financial management system in a manner that complies with all applicable HUD, CDBG-DR, and DEO rules; including but not limited to:
 - a. Ensuring that financial management and accounting information is up-to-date
 - b. Internal financial controls are in place and adequate
 - c. Documentation is available to support accounting record entries
 - d. Financial reports and statements are complete, current, and reviewed periodically
 - e. Audits are conducted in a timely manner in accordance with applicable standards.
- C. Establish and administer quality assurance and quality control system in a manner that complies with all applicable HUD CDBG-DR and DEO rules, including but not limited to:
 - a. Compliance testing and oversight plan to ensure the program policies and procedures are being followed consistently and effectively throughout the process.
 - b. Develop a continuous improvement process that identifies inefficiencies in the policies or procedures in order to streamline workflow. This process will serve as an internal check and balance.
- D. Establish and administer public information and communications program, including but not limited to:
 - a. Maintaining a public website, providing public transparency on progress and financial expenditures for all the completed and ongoing recovery efforts.
 - b. Providing effective outreach to Community via telephone, print, multi-media, electronic and web-based mediums, and personal interactions
 - c. Providing effective communications with internal and external audiences at all levels of required engagements.

Task Specific Cost: As part of the cost proposal, County is requesting consultant to provide pricing (Attachment A) for specific task listed in scope of services. Pricing will be based on the approach the consultant recommends to accomplish the project goals and objectives of the program. Task specific pricing requested will be for the following task(s):

Launching Intake Center

- A. Assist the County in designing and launching an Intake Center; including but not limited to:
 - a. Developing policies, procedures, and providing guidance for managing a CDBG-DR housing program. Program design and process to include:
 - i. Application Intake
 - ii. Eligibility Review
 - iii. Verification of Documents and Duplication of Benefits Check
 - iv. Award Determination
 - v. Closing
 - vi. Construction/Assistance Management
 - vii. Compliance Monitoring
 - b. Develop Outreach plan to improve community knowledge and awareness of the CDBG-DR program.
 - c. Provide web based applications that can be securely initiated and completed via the public website.

- d. Provide an appointment system for applicants.
- e. Assist County in finding optimum location for intake center. County will decide the location of the intake center.

Administration of Intake Center and Case Management

- A. Operate and Manage Intake center on behalf of the County; including but not limited to:
 - a. Consultant will operate Intake Center for six (6) months. County reserves the right to extend operations for up to three (3) additional months. Normal operating hours for the intake center are to be Monday through Friday 8:30AM to 5:00PM. Intake center will be closed during County observed holidays.
 - b. Consultant will be responsible for Utilities (electricity, internet, phone, etc.) used during operation of Intake Center.
 - c. Consultant will be responsible for providing the furnishings and all personal equipment (i.e. – computers, printers, office supplies, etc.) necessary for operation.
 - d. Advise applicants on eligibility/program requirements as well as assist in application preparation and submission.
 - e. Provide multi-lingual capabilities to address applicant language barriers.
 - f. Process applications; including necessary communications with applicant and/or County.
 - g. Perform Eligibility Reviews.
 - h. Conduct initial damage inspection of residential units and provide cost repair analysis on each home.
 - i. Document verification insuring that there is no duplication of benefits in accordance with HUD, federal, and state policy.
 - j. Follow-up with applicants providing them with the status of their applications.
 - k. Participate in the appeals process and handle disputes for disallowed/ineligible applications.
 - l. Capture applicant fallout reasons.
 - m. Provide weekly briefing to the County regarding program intake, program construction progress, and program close out. The briefing will provide an update on program metrics as requested and established by the County.
 - n. Complete update of unmet needs data.
 - o. Assist in submitting revised budget for homeowner services project based on updated unmet needs and intake center data
 - p. Provide compliance, management, supervision, and support.

207 Supportive Housing

- A. Assist County in the development of approximately eighty (80) units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development. Project shall include developing an integrated social services public facility serving LMI populations that will be known as the United Service Center. This includes; but is not limited to:
 - a. Assist the County in completing an update of Unmet Needs for Rental Housing and Homeless Shelter serving vulnerable LMI populations tied to Hurricanes Matthew.
 - b. Assist the County in the procurement of construction contractors, property management team, and United Service Center/Homeless Shelter operators.
 - c. Assist the County in developing an activity work plan detailing activities involved in the successful completion of the Supportive Housing Initiative Planned Unit Development Rental Housing Project, Homeless Shelter, and United Service Center Project. Activity work plans will include action steps with estimated start and completion dates. Examples of action steps include:
 - i. Obtaining release of funds;
 - ii. Requesting wage decisions;
 - iii. Complete design and specifications;
 - iv. Procurement process.

Activity work plan will serve as the baseline of the 207 Supportive Housing Project. County and DEO will review the activity work plan for approval; once activity work plan is approved Consultant will assist County in completing activities by providing ongoing production, compliance, management, supervision, support, and reporting services for the successful construction, lease-up, stabilization of supportive housing project, homeless shelter, and United Service Center.

- d. Consultant to attend meetings as needed (Examples: Pre-Bid, Pre-Proposal, Pre-Construction, Etc.)

Infrastructure Program

- A. Assist the County in mobilizing and launching an infrastructure recovery program. This includes, but not limited to:
 - a. Assist the County in the management of assessments, design, permitting, bidding, and construction of the projects.
 - b. Assist the County in completing operation management plan for infrastructure improvement projects.
 - c. Assist the County in the procurement of construction contractors.
 - d. Assist the County in developing an activity work plan detailing activities involved in the successful completion of each individual infrastructure project. Activity work plans will include action steps with estimated start and completion dates. Examples of action steps include:
 - i. Obtaining release of funds;
 - ii. Requesting wage decision(s);
 - iii. Complete design and specifications;
 - iv. Procurement process.
 Activity work plan will serve as the baseline of the infrastructure projects. County and DEO will review the activity work plan for approval; once activity work plan is approved Consultant will assist County in completing activities by providing ongoing production, compliance, management, supervision, support, and reporting services for successful completion of infrastructure improvement projects.
 - e. Complete update of unmet needs for infrastructure improvement projects serving LMI areas tied to Hurricane Matthew.
 - f. Assist in providing updated budgets for the infrastructure recovery program based on updated unmet needs data, on-going design and updated construction estimates.
 - g. Consultant to attend meetings as needed (Examples: Pre-Bid, Pre-Proposal, Pre-Construction, Etc.)
 - h. The following projects are included in the Infrastructure program:
 - i. Armstrong Drainage
 - ii. Hastings Phase I Sewer
 - iii. Hastings Phase II Sewer
 - iv. Oyster Creek Drainage
 - v. Orange St Drainage
 - vi. St Augustine Blvd & Cypress Rd Drainage
 - vii. Avenue D Drainage
 - viii. St Augustine - Lake Maria Sanchez HMGP Match Drainage

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

Consultant	Total Cost	Percentage	By	Weight	Equals	Weighted Score
A	\$400,000	100.0%	x	5	=	5
B	\$600,000	66.6%*	x	5	=	3.3
C	\$800,000	50.0%**	x	5	=	2.5

*Consultant B's percentage is $\$400,000 \div \$600,000 = 66.6\%$
 **Consultant C's percentage is $\$400,000 \div \$800,000 = 50.0\%$
 ***Weighted Score shall be rounded to nearest tenth of a whole number

Residential Management Unit Cost

- A. As part of the cost proposal, consultant must include a proposed unit cost to manage CDBG-DR eligible residential properties through the housing program. Once the residential applicant(s) are deemed eligible and an award determination has been made; the consultant will be responsible for the management of approved

applicant(s) through project close out. The housing program will assist in repair, elevation, reconstruction, temporary relocation of homeowners, mortgage payment assistance, replacement of manufactured houses, and buyout/acquisition. Consultant must include a breakdown of estimated hours and cost associated with performing each CDBG-DR eligible housing activity. This includes but not limited to:

- a. Ensure all workers are knowledgeable in enforcing housing policies (including mobile home, minimum standards, mold remediation, lead paint, asbestos, floodplain, etc.) and ensure compliance.
 - b. Inspection and analysis on each home to establish the home's relative value to determine if it should be replaced/rebuilt or rehabilitated in accordance with policies
 - c. Assess the cost effectiveness of each proposed project undertaken to assist a household.
 - d. Assist the County in the procurement and selection of vendors that will be responsible for construction and repair projects.
 - e. Follow established process for: all homes scheduled for demolition, dispose of mobile homes, and all demolition/construction debris; in accordance with all local, state, and federal guidelines, regulations, and ordinances.
 - f. Ensure all construction meets local/state building codes and established policies; must ensure that the work performed is of good and workmanlike quality; must conduct progress, final inspections, and approve/make timely payments to sub-consultants accordingly.
 - g. Responsible for coordinating the timely move in/move out of applicants whose homes are being repaired or replaced so as to minimize the disruption to the applicant and minimize the amount of time the applicant is out of the home. Consultant is responsible for the coordination of on-site storage units, if necessary, for the storage of an applicant's possessions during the time the applicant is displaced.
 - h. Must closely monitor all construction timelines and provide the County with weekly briefings.
 - i. Prepare and file program liens; in the case of manufactured housing units, the filing of UCC statements with the Florida Secretary of State's office.
 - j. Handle title registration with the Florida Dept. of Motor Vehicles for newly installed manufactured housing units and title retirement for manufactured housing units demolished as part of the program.
 - k. Provide oversight and technical assistance as needed.
- B. Consultant shall provide seven (7) unit prices for the management/compliance of the residential properties through project completion. The unit prices requested will be for the following eligible CDBG-DR housing activities:
- a. Repair
 - b. Elevation
 - c. Reconstruction of properties that were substantially damaged from the storm and where repair is no longer cost reasonable
 - d. Temporary Relocation of homeowners (and if necessary tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA)
 - e. Mortgage Payment Assistance to help homeowners in financial distress minimize their exposure to foreclosure and reduce the risk of homelessness due to the storm
 - f. Replacement of Manufactured Houses that were substantially damaged from the storm and where repair is no longer cost reasonable
 - g. Buyout and Acquisition for Redevelopment Pilot Programs

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

Consultant	Average Unit Cost	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

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

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

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

Section 9: Administrative Information

Please include the following:

- Proof of Liability Insurance and its 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
- Acknowledged Addenda
- 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

PART VI: EVALUATION AND AWARD

A. RECOMMENDATION FOR AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm 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.

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 and Staff Qualifications	15
3. Related Experience	20
4. Approach and Innovation	25
5. Quality and Schedule Control	10
6. Socioeconomic Business Enterprise	10
7. Pricing	15
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 and Staff Qualifications 0-15	C. Related Experience 0-20	D. Approach and Innovation 0-25	E. Quality and Schedule Control 0-10	F. Socioeconomic Business Enterprise 0-10	G. Pricing 0-15	TOTAL 0-100

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

ATTACHMENT A
COST PROPOSAL FORM
RFP NO. 18-71, MANAGEMENT OF CDBG-DR
FOR HURRICANE PROJECTS & PROGRAMS

Each Respondent shall submit estimated cost for all necessary components to fulfill the requirements and project goals of this RFP as proposed in Part III Scope of Services.

TASK SPECIFIC COST

Launching Intake Center				
Assist the County in designing and launching Intake Center				\$
<i>Launching Intake Center Subtotal</i>				\$
Description	Unit	Qty.	Estimated Monthly Cost*	Estimated Total Cost
Administration of Intake Center and Case Management				
Operate and Manage Intake center on behalf of the County	MTH	6	\$	\$
*Should County utilize the three (3) additional months it shall be billed at this monthly rate.				
<i>Administration of Intake Center and Case Management Subtotal</i>				\$
Description				Estimated Cost
207 Supportive Housing Subtotal				
Assist County in the development of approximately eighty (80) units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development. Project shall include developing an integrated social services public facility serving LMI populations that will be known as the United Service Center.				\$
<i>207 Supportive Housing Subtotal</i>				\$
Infrastructure- Assist the County in mobilizing and launching an infrastructure recovery program				Estimated Project/Task Cost(s)
Armstrong Drainage				\$
Hastings Phase I Sewer				\$
Hastings Phase II Sewer				\$
Oyster Creek Drainage				\$
Orange St Drainage				\$
St Augustine Blvd & Cypress Rd Drainage				\$
Avenue D Drainage				\$
St Augustine - Lake Maria Sanchez HMGP Match Drainage				\$
<i>Infrastructure Subtotal</i>				\$
<i>Total Estimated Cost (Launching Intake Center, Administration of Intake Center and Case Management, Housing, 207 Supportive Housing, and Infrastructure Cost)</i>				\$

Residential Management/Compliance Unit Cost		
Repair	EA	\$
Elevation	EA	\$
Reconstruction of properties that were substantially damaged from the storm and where repair is no longer cost reasonable	EA	\$
Temporary Relocation of homeowners (and if necessary tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA)	EA	\$
Mortgage Payment Assistance to help homeowners in financial distress minimize their exposure to foreclosure and reduce the risk of homelessness due to the storm	EA	\$
Replacement of Manufactured Houses that were substantially damaged from the storm and where repair is no longer cost reasonable	EA	\$
Buyout and Acquisition for Redevelopment Pilot Programs	EA	\$

ATTACHMENT A (CONT.)
COST PROPOSAL FORM
RFP NO. 18-71, MANAGEMENT OF CDBG-DR
FOR HURRICANE PROJECTS & PROGRAMS

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:** _____

PART VII: FORMS & ATTACHMENTS

ATTACHMENT B

**REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR HURRICANE PROJECTS & PROGRAMS**

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: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

ATTACHMENT C

**REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**

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; F. Insurance Requirements (Page 12).

CERTIFICATES OF INSURANCE
(Attach or insert copy here)

ATTACHEMENT D

**REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**

**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

ATTACHEMENT E

REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS

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: 18-71; Management of CDBG-DR for Hurricane Projects & Programs.**

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.

ATTACHEMENT F

REQUEST FOR PROPOSALS (RFP) NO: 18-7118-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS

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:

ATTACHEMENT G

**REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**

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

Project (RFP) Number/Description: **18-71, Management of CDBG-DR for Hurricane Projects & Programs**

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

ATTACHEMENT H

**REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR HURRICANE PROJECTS & PROGRAMS
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)

ATTACHEMENT I

**REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR HURRICANE PROJECTS & PROGRAMS**

LIST OF PROPOSED SUB-CONSULTANTS (if applicable)

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. Each Respondent shall submit any proposed sub-consultants qualifications, licensing, and certifications (including MBE/WBE/DBE)

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

ATTACHEMENT J

REQUEST FOR PROPOSALS (RFP) NO 18-71 MANAGEMENT OF CDBG-DR FOR HURRICANE PROJECTS & PROGRAMS

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: _____

ATTACHEMENT K

**REQUEST FOR PROPOSALS (RFP) NO 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**

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: _____

ATTACHEMENT L

**REQUEST FOR PROPOSALS (RFP) NO 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**

**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: _____

ATTACHEMENT M

**REQUEST FOR PROPOSALS (RFP) NO 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**

**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

ATTACHEMENT N

**REQUEST FOR PROPOSALS (RFP) NO 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**

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 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**


SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Cover Page		
Section 2	Cover Letter		
Section 3	Company and Staff Qualifications		
	List of Proposed Sub-Consultants (if applicable)		
	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 8	Pricing		
	Cost Proposal Form		
Section 9	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		
	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 IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 18-71
MANAGEMENT OF CDBG-DR FOR
HURRICANE PROJECTS & PROGRAMS**

**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 18-71;
RFP TITLE:	MANAGEMENT OF CDBG-DR FOR HURRICANE PROJECTS & PROGRAMS
DUE DATE/TIME:	By 4:00PM – September 6, 2018
SUBMITTE D BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Bacon, Disaster Recovery Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084



PART VIII: EXHIBITS

SEPARATE ATTACHMENTS -

EXHIBIT A – HUD REQUIRED PROVISIONS

EXHIBIT B – SUB-RECIPIENT AGREEMENT

EXHIBIT C – STATE’S ACTION PLAN

END OF DOCUMENT