

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

**RFP NO: 19-63
REQUEST FOR PROPOSALS**

CDBG-DR TITLE SERVICES

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

www.sjcf.us/Purchasing/Index.aspx

FINAL 6/17/2019

RFP NO: 19-63 CDBG-DR TITLE SERVICES

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ST. JOHNS COUNTY, FL –RFP NO: 19-63 CDBG-DR TITLE SERVICES

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting Proposals for **RFP No: 19-63; CDBG-DR Title Services.** Interested and qualified respondents may submit Proposals, according to the requirements described herein, to the St. Johns County Purchasing Department. **All Proposals MUST be submitted by or before 4:00 P.M. (EST) on Thursday, July 25, 2019.** Any packages delivered to or received by purchasing after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

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

St. Johns County is soliciting Proposals from qualified firms to perform title services in compliance and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Awarded firms shall be responsible for the performance of all required title search examination, identification of all fees, title examination reports, title insurance report, all services associated with property acquisitions, and additional services as needed. All submitted Proposals shall be for principal firms and may include sub-contractors.

Proposals are available for downloading from *Onvia Demandstar, Inc.*, at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #**19-63**. 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** to the designated point of contact by or before close of business (**5:00 P.M.**) on **Monday July 8, 2019.**

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

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Jaime Locklear, MPA, CPPO, CPPB, 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.

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP No: 19-63; CDBG-DR Title Services.** Each package submitted must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

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

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

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

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

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

BY: _____
Deputy Clerk

PART II: INTRODUCTION

A. TENTATIVE SCHEDULE OF EVENTS

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

Advertisement of Request for Proposals	June 22, 2019
Deadline for RFP Questions	July 8, 2019
Issuance of Final Addendum	July 18, 2019
Proposal Submission Deadline	July 25, 2019
Evaluation of Submitted Proposals	August 1, 2019

B. DUE DATE & LOCATION

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, July 25, 2019**. Any packages received after this deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

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

C. DESIGNATED POINT OF CONTACT

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

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Jaime Locklear, MPA, CPPO, 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.

D. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before five o’clock (**5:00 P.M.**) EST on **Monday, July 8, 2019**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

E. ADDENDA

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

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

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

F. EQUAL EMPLOYMENT OPPORTUNITY

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

G. PUBLIC RECORDS

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

H. SOLICITATION POSTPONEMENT / CANCELLATION

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

I. RIGHT TO REJECT / ACCEPT

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

J. COMPLIANCE WITH POLICY AND PROCEDURES MANUALS

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

PART III: SCOPE OF SERVICES

A. BACKGROUND

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

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

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

agreement with Florida Department of Economic Opportunity (agreement # H2338 (Exhibit B)) to administer these disaster recovery funds.

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

B. SCOPE OF SERVICES

Each property will require the following services:

1. Conduct a title search examination.
2. Identify all fees and amounts associated with the transaction, to include any property taxes, liens, wills, divorce settlements, existing loans/mortgages, homeowner insurance premiums for the purchaser/borrower, pest inspection fees, homeowner association dues, home inspector fees, the bank or mortgage broker’s fees, seller’s proceeds from sale, and attorneys’ fees for closing and other documents affecting title to the property.
3. Provide title examination reports to the County in a timely manner to allow opportunity to raise concerns with the status of the title.
4. Provide a title insurance report.

For property acquisitions only:

1. Review the various instruments associated with the real estate and loan closing.
2. Explain documents such as a deed, a note, a deed of trust, a settlement statement, disbursement at the end of the transaction and loan documentation.
3. Prepare all closing documentation.
4. Oversee all closing transactions.
5. Coordinate communication with all parties involved in real estate closing.
6. Check the local registry to update the title and record the deed.

Additional Services (as directed by the County):

1. Filing title documents in the Registry of Property
2. Segregation or Subdivision of any tract, lot or parcel of land
3. Deeds – Authorization of deeds
4. Court appearances
5. Any other task necessary to complete the objectives of the CDBG-DR Program.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

It is anticipated the County will issue contract(s) with an initial term of five (5) calendar years, with the option of one (1) five (5) year renewal, exercisable by the County providing that satisfactory performance has been maintained by the awarded contractor(s), there is availability of appropriated funds, and the County has a continued need for the services.

Total cumulative dollar amount awarded across all contracts shall not exceed Forty-five Thousand Dollars (\$45,000.00). It is anticipated that subsequent to the evaluations, contract negotiations will follow between the County and the selected respondent(s). It is further expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected respondent(s). The County reserves the right to delete, add to, or modify one or more components of the selected respondent’s proposals in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

B. TASK ORDERS

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by authorized representatives of the Contractor and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code.

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

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

a. Change Orders

Any and all changes to any project being performed under a Task Order, which are unforeseen and not included in the scope of the approved Task Order, and which require additional work that effects the scope, cost, or time of the project shall be authorized through a Contract Change Order. Any change which increases the original contract value by greater than twenty percent (20%) or Fifty Thousand Dollars (\$50,000) (whichever is higher) shall require County Administrator approval. All changes requested by the Firm shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Firm. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Firm until receipt of a fully executed Change Order. All requests for Change Orders must be made timely by the Contractor, and immediately communicated to the Site Inspector with specific details on the need and estimated cost, and verified through an on-site inspection, to avoid unnecessary delays to completion of the project.

C. CONTRACT PERFORMANCE

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

D. TERMINATION

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

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 Firm.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Firm 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.

F. LICENSES, PERMITS & FEES

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

G. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

H. INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable

to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Firm, a Sub-contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

I. SUB-CONTRACTORS

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

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

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

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

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

J. SOCIOECONOMIC BUSINESS ENTERPRISE

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

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

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

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

State of Florida resources:

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

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

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

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

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

PART V: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

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

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

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

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

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

B. TRADE SECRETS

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

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting 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.

C. CONFLICT OF INTEREST

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

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

D. USE OF COUNTY LOGO

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

E. DETERMINATION OF RESPONSIVENESS

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

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

F. PROPOSAL PACKAGE SUBMITTAL INSTRUCTIONS:

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

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 19-63; CDBG-DR TITLE SERVICES**. Each submitted package must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of **one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive**, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Proposals shall be mailed or hand-delivered to:

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

RFP Packages must be submitted, in the format provided herein, by or before four o’clock (**4:00 P.M.**) EST on **Thursday, July 25, 2019**.

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

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

All Proposals must include the following components:

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

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

Section 1: RFP Cover Page (Complete and Submit)

Section 2: Cover Letter

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

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number 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 necessary to provide CDBG-DR Title Services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Identify the primary contact for this contract,
- Such other information as the respondent deems appropriate;

Section 3: Company and Staff Qualifications

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

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

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

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

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

Section 4: Pricing

In this section, respondent shall provide their proposed unit price per home on Attachment A, provided herein, in accordance with the requirements previously provided herein.

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

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

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

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

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

Section 5: Related Experience

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

The Respondent shall describe in detail the average number of residential projects completed in a year and any work completed on federally funded projects.

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

a. References

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

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

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

Section 6: Project Approach, Quality & Schedule Control

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

methodology to be employed specifically illustrating how the methodology will serve to accomplish the project goals and objectives.

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

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

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

Section 7: Socioeconomic Business Enterprise

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

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

Section 8: Capacity

Respondents shall provide a detailed description demonstrating the firms' capacity to handle the needs stated in this RFP. Respondents shall provide proof that they have the financial capability to successfully perform the scope of work described in this Request for Proposal.

Section 9: Administrative Information

Respondents must include the following:

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

PART VI: EVALUATION AND AWARD

A. EVALUATION OF RESPONSES

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

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

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

B. EVALUATION CRITERIA

The intent of this RFP is to select the highest ranked Respondent based on the Respondent’s submitted Proposal using the evaluation criteria below. Responses will be scored based on the criteria herein. Only the firm qualified through this RFP process and approved by County Staff will be invited to negotiate a contract. All submitted Proposals shall be for principal firm and may include sub-contractors. Submittals are to be made for the discipline(s) listed in this RFP. Selection(s) are at the sole discretion of the County.

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

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

C. INTENT TO AWARD

It is the intent of the County for County Staff to enter into negotiations with the highest ranked firm after evaluation as determined by the evaluation committee; with the intention of coming to agreement over terms, conditions, and pricing in order to award Contract(s) for the services described herein.

D. PROTEST PROCEDURES

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

PART VII: FORMS & ATTACHMENTS

RFP NO: 19-63; CDBG-DR TITLE SERVICES

**ATTACHMENT A
COST PROPOSAL**

Each Respondent shall submit a proposed unit rate per home for title searches as required for all projects under the scope of this RFP. This unit rate shall be inclusive of all fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective scope of work. Each awarded Firm shall be required to submit pricing proposals as described in the scope of work as described herein. All pricing proposals submitted shall have the unit rate per home clearly identified as a separate line item.

Task	Unit Price per Home*
Title Searches	\$

Additional Services will be billed on an as needed basis only and are not included in the Unit Price per Home (Additional services are described in the scope of services).

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT B

COVER PAGE

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

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

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE NUMBER: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT C

REFERENCE FORM

Respondent's Name: _____

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

DO NOT LIST COUNTY WORK ON THIS FORM

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

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT D

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; I. Insurance Requirements (Page 14).

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

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT E

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

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

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT F

AFFIDAVIT

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

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

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is (Title) of _____ (Firm) the respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **RFP No: 19-63; CDBG-DR Title Services.**

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

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

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

Notary Public

My commission expires:

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

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT G

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____, being of lawful
(Respondent Name)
age and being duly sworn I, _____, as _____
(Name of Representative) (Title of Rep.)

hereby certify under penalty of perjury that:

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

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

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

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

Notary Public

My commission expires:

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT H

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

Project (RFP) Number/Description: **19-63, CDBG-DR Title Services**

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

Authorized Representative(s) : _____
Signature Print Name/Title

Signature Print Name/Title

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT I

CLAIMS/LIENS/LITIGATION HISTORY

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

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

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

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

Yes _____ No _____ if yes, please explain in detail:

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

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

Financial Consequences

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

(Use additional or supplemental pages as needed)

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT K

EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

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

respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT L

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT M

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

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT N

**St. Johns County
Certification of Non-segregated Facilities**

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

Signature of Contractor

Title

Date

RFP NO: 19-63; CDBG-DR TITLE SERVICES

ATTACHMENT O

NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

RFP NO: 19-63; CDBG-DR TITLE SERVICES

REQUEST FOR PROPOSAL PACKAGE CHECKLIST


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

PART IX: SEALED RFP MAILING LABEL

RFP NO: 19-63; CDBG-DR TITLE SERVICES

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

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	RFP 19-63;
RFP TITLE:	CDBG-DR TITLE SERVICES
DUE DATE/TIME:	By 4:00 P.M. – July 25, 2019
SUBMITTE D BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. Disaster Recovery Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT