



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

RFQ NO: 20-53

**DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III
WWTP IMPROVEMENTS**

St. Johns County Purchasing Department

500 San Sebastian View

St. Augustine FL 32084

904-209-0150

www.sjcfcl.us/Purchasing/Index.aspx

FINAL 4/17/2020

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 20-53
DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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**ST. JOHNS COUNTY, FL – REQUEST FOR QUALIFICATIONS (RFQ) NO: 20-53
DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT –
HASTINGS PHASE III WWTP IMPROVEMENTS**

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting Qualifications for **RFQ No: 20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements**. Interested and qualified respondents may submit Qualifications, according to the requirements described herein, to the St. Johns County Purchasing Department. **All Qualifications MUST be submitted by or before 4:00 P.M. (EST) on Thursday, May 28, 2020.** Any packages delivered to or received by purchasing after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

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

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA) St. Johns County is soliciting Qualifications from firms to perform Design-Build services for the performance of improvements to the Hastings Wastewater Treatment Plant (WWTP) located at 900 N. Main Street, Hastings, FL 32145; in compliance with and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR), along with any and all other federal, state, or local regulations; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent.

There will be a **Non-Mandatory** Pre-RFQ teleconference on Thursday, May 7, 2020 at 9:00 AM. Please call into (408) 418-9388 use meeting number (access code): 625 299 764 and Meeting password: PMdu3Z37u93 (76383937 from phones and video systems) to join. Attendance is ***not*** required at the Pre-RFQ Tele-conference in order to be eligible to submit Qualifications for this project, but it is highly recommended in order to ensure sufficient understanding of project requirements.

RFQ Documents are available for downloading from *Onvia Demandstar, Inc.*, at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #**20-53**. 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 Qualifications shall be **submitted in writing** to the designated point of contact by or before close of business (**5:00 P.M.**) on **Thursday, May 14, 2020**.

Designated Point of Contact: April Bacon, Purchasing Buyer
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 Leigh Daniels, CPPB, Assistant Purchasing Manager, at ldaniels@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.

Qualifications **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ No: 20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements**. 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 RFQ 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 Qualifications or Request for Qualifications, 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 Qualifications, waive minor formalities or award to/negotiate with any firm whose submitted Qualifications best serves the interest of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON PATTY, CLERK

BY: _____
Deputy Clerk

PART II: INTRODUCTION

A. PURPOSE

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.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA) St. Johns County is soliciting Qualifications from firms to perform Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements, in compliance with and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR), as well as other federal grants awarded to St. Johns County. All submittals of qualifications shall be for principal and may include all sub-consultants.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events provided below for this Request for Qualifications (RFQ), 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 Qualifications	April 23, 2020
Non-Mandatory Pre-RFQ Tele -conference	May 7, 2020
Deadline for Questions	May 14, 2020
Issuance of Final Addendum	May 21, 2020
Qualification Submission Deadline	May 28, 2020
Evaluation of Submitted Qualifications	June 4, 2020
Issuance of Notices of Award & Contracts	July 18, 2020

C. DUE DATE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, May 28, 2020**. Any packages received after this deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

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

D. PRE-RFQ TELE-CONFERENCE

There will be a Non-Mandatory Pre-RFQ teleconference on Thursday, May 7, 2020 at 9:00 AM. Please call into (408) 418-9388 use meeting number (access code): 625 299 764 and Meeting password: PMdu3Z37u93 (76383937 from phones and video systems) to join. Attendance is not required at the Pre-RFQ Tele-conference in order to be eligible to submit Qualifications for this project, but it is highly recommended in order to ensure sufficient understanding of project requirements.

E. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ shall be directed, *in writing*, to the following Designated Point of Contact: April Bacon, Purchasing Buyer 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 Leigh Daniels, CPPB, Assistant Purchasing Manager, at ldaniels@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 RFQ 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.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before five o'clock (**5:00 P.M.**) EST on **Thursday, May 28, 2020**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the County.

G. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ 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 Qualifications. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Qualifications.

H. 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.

I. E-VERIFY

The Consultant(s) shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Consultant(s) shall expressly require any and all sub-consultant(s) to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

J. PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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.
- b. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

K. 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.

L. 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.

M. 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 RFQ Document by reference, and are fully binding. Respondents are required to submit their responses to this RFQ, 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. 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 <http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricanes-hermine-and-matthew>.

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. St. Johns County will conduct all program, design, and implementation services necessary 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 financial assistance through DEO, to carry out these objectives.

B. PROJECT OVERVIEW

The proposed CDBG-DR Phase III Hastings WWTP Improvements Project will replace and upgrade assets at the facility to provide additional capacity to handle large storm events, raise critical equipment above the flood stage, and improve reliability and redundancy for maintenance and emergency response activities.

C. SCOPE OF SERVICES

Introduction

St. Johns County is soliciting Qualifications from firms to perform Design-Build services for the performance of improvements to the Hastings Wastewater Treatment Plant (WWTP) located at 900 N. Main Street, Hastings, FL 32145; in compliance with as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR), along with any and all other federal, state, or local regulations; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent.

A copy of the sub-recipient agreement (Exhibit B) and the State’s action plan (<http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/disaster-recovery-initiative/hurricanes-hermine-and-matthew>) 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 their qualifications sufficient to accomplish, but not limited to, the requirements below.

The St. Johns County Utility Department is comprised of one enterprise fund with two divisions, Main and Ponte Vedra. Both divisions provide water, wastewater, and reclaimed water services to distinct areas of the County. The Utility owns three additional utility systems – Town of Hastings, Fruit Cove, and Bartram Oaks – that are considered small systems. The SJCUD incorporated the Town of Hastings water and wastewater system on March 1, 2018. The utility system consists of one water supply facility and one wastewater treatment facility, serving approximately 400 residential and commercial customers. The County’s wastewater treatment system serving Hastings is comprised of 8.7 miles of localized collection and 5.6 miles of transmission mains, one treatment facility, and effluent disposal facilities.

The wastewater treatment facility was constructed in early 1950s and was expanded and modified in 2001. The annual average permitted capacity of the advanced secondary treatment facility is 0.12 million gallons per day (MGD) with recent average flows at 0.11 MGD which is ninety two percent of the permitted capacity. The final treated effluent is disinfected and discharged to Cracker Branch then to Deep Water Creek. The facility has a significant inflow and infiltration (I&I) contribution of flow.

In October, 2016 and September, 2017, Hurricanes Matthew and Irma, respectively, brought major flooding to the Town of Hastings causing mandatory evacuations. With the majority of the sewer system under water from the hurricane, the wastewater facility experienced flows upward of seven times the daily flow which put extreme stress on the ability to provide adequate treatment. Due to the high flows, the collection system experienced sewer overflows. The existing facility also lacks the redundancy and reliability standards which prevent the required maintenance of the biological treatment trains.

Design Criteria

The Hastings WWTP Improvements shall maximize the capacity of the plant while navigating the constraints of the surface water discharge limits, peak flow rates due to I&I, maximum cost of the project of \$5 million and meeting the reliability, redundancy, and flood improvement goals of the project.

The existing design capacities of the Hastings WWTP are presented in **Table 1**:

Table 1 - Existing Design Capacity

Description	Value
Annual Average Daily Flow (MGD)	0.12
Maximum Daily Flow (MGD)	0.36
Peak Hour Flow (MGD)	0.60

A summary of the historical flow data since SJCUD gained ownership of the system is provided in **Table 2**.

Table 2 - Summary of Historical Flow Data

Description	2018*	2019
Annual Average Daily Flow (MGD)	0.11	0.09
Maximum Daily Flow (MGD)	0.41	0.37
Minimum Daily Flow (MGD)	0.04	0.05

*March 1, 2018 - December 31, 2018

Physical Chemical and Biological Characteristics

A summary of the last 2 years of CBOD5 and TSS data is provided in **Table 3**. SJCUD recently began sampling the influent raw wastewater physical, chemical, and biological characteristics to the facility. The raw wastewater characteristics for February 2020 and March 2020 are provided in **Table 4**.

Table 3 – 2018-2019 Raw Wastewater Characteristics

Characteristic	2018*	2019
Average CBOD5 (mg/L)	96	102
Average TSS (mg/L)	150	152

*March 1, 2018 - December 31, 2018

Table 4 – February and March 2020 Raw Wastewater Characteristics

Date	Total Nitrogen (TN)	Total Phosphorus (TP)	Alkalinity	NH3	CBOD	TSS	Total Kjeldahl	Flow Total	
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	MGD	
Feb-20	3 Mon	32.80	3.43	148.14	21.32	73.50	44.00	32.80	0.080
	4 Tue	54.50	6.64	120.95	31.62	264.50	308.00	54.30	0.059
	5 Wed	44.80	5.12	130.69	27.30	140.62	184.00	44.70	0.074
	6 Thu	45.80	5.46	173.00	25.46	169.00	184.00	45.60	0.064
	7 Fri	41.10	4.75	182.00	27.28	95.80	68.00	41.10	0.078
	10 Mon	58.70	6.94	216.00	38.82	156.12	168.00	58.70	0.081
	11 Tue	48.60	4.92	190.00	31.38	100.81	124.00	48.60	0.059
	12 Wed	54.60	6.36	216.00	35.90	128.00	182.00	54.60	0.065
	18 Tue	57.90	6.67	128.17	41.21	169.00	260.00	57.90	0.066
	19 Wed	36.20	3.70	150.91	26.77	92.80	80.00	36.20	0.073
	20 Thu	65.30	8.15	193.93	40.62	356.00	570.00	65.30	0.070
	24 Mon	48.10	6.27	79.16	29.56	115.00	266.00	48.10	0.073
	25 Tue	48.40	5.73	110.01	34.53	86.20	74.00	48.40	0.070
26 Wed	54.50	6.27	124.40	36.42	126.00	206.00	54.50	0.072	
Mar-20	2 Mon	37.30	3.93	163.51	23.12	92.80	88.00	37.30	0.074
	3 Tue	42.90	4.19	173.44	27.04	73.80	102.00	42.90	0.069
	4 Wed	34.60	3.65	177.01	23.18	76.70	80.00	34.60	0.070
	9 Mon	44.30	5.76	120.02	27.04	127.00	128.00	44.30	0.074
	11 Wed	49.90	5.54	107.01	30.44	182.00	250.00	49.90	0.070
	16 Mon	69.10	7.07	183.84	42.36	151.62	210.00	69.10	0.076
	18 Wed	37.10	4.25	126.65	26.76	91.69	102.00	37.10	0.083
	20 Fri	34.60	0.45	166.09	22.80	95.50	100.00	34.60	0.070
23 Mon	41.40	4.72	179.35	25.32	110.94	112.00	41.40	0.083	
27 Fri	36.40	4.36	146.88	N/A	90.09	52.00	36.40	0.055	
MINIMUM	32.8	0.45	79.16	21.32	73.50	44.00	32.80	0.055	
MAXIMUM	69.10	8.15	216.00	42.36	356.00	570.00	69.10	0.094	
AVERAGE	46.62	5.18	154.47	30.27	131.90	164.25	46.60	0.071	

Treatment Limits

The facility shall be permitted as a water reclamation facility under the Florida Department of Environmental Protection's (FDEP) F.A.C. Chapter 62:610 Part III – Slow-rate Land Application Systems; Public Access Areas, Residential Irrigation, and Edible Crops.

Surface Water Discharge

The Hastings WWTP is permitted to discharge 0.12 mgd annual average daily flow to Cracker Branch (WBID#2555), then to Deep Water Creek (WBID #2549), and ultimately to the Lower St. Johns River (WBID#2213K) All receiving water bodies are Class III fresh waters. A summary of the surface water discharge nutrient limits is provided in **Table 45**.

Table 45 - Summary of Surface Water Discharge Nutrient Limits

Nutrient Limit	Value
Total Nitrogen (lb per year)	1640.42
Total Phosphorus (lb per year)	527.354

The project shall encompass all areas of the wastewater treatment facility including civil site work, biosolids handling, effluent discharge modifications, demolition of existing, electrical, instrumentation, and SCADA, to make a complete and functional wastewater treatment facility that meets the objectives of the project. Respondent shall evaluate and determine what existing equipment and facilities provide value to the end project.

Interior Space Requirements

Additional interior space is not anticipated for the project. In the event that the Design-Builder identifies the need for additional interior space, the building designs and materials will be selected on the basis of durability, constructability and functionality.

Material Quality Standards

It shall be the responsibility of the Design-Builder to research all Codes, Standards, and Requirements applicable to the Project, including all applicable Revisions and Amendments to such Codes, Standards, and Requirements, whether listed in this Design Criteria or not. The Design-Builder shall design around concrete structures. The final Contract Documents shall comply with all Codes, Standards, and Requirements applicable to the project, as required by this Design Criteria information and all agencies having jurisdiction including, but, not limited to the following:

- St. Johns County
- St. Johns County Utility Department
- Florida Department of Environmental Protection (FDEP)
- St. Johns River Water Management District (SJRWMD)
- U.S. Army Corps of Engineers (USACE)

Site Development Requirements

Site Development shall comply with the requirements of the St. Johns County Land Development Code and St. Johns County Utility Department Manual of Water, Wastewater, and Reuse Design Standards. Permitting through St. Johns County, FDEP, SJRWMD and/or USACE shall be obtained. Any soil borings and other background data shall be implemented by the Design-Builder.

Provisions for Utilities

Potable water will be provided by existing potable water service. Sanitary sewer shall be served from the Hastings Wastewater Treatment Plant. Any upgrades necessary to the water, sewer, or power shall be the responsibility of the Design-Builder and coordinated with the applicable governing authority.

Stormwater Retention and Disposal

The improved site will include stormwater retention and disposal improvements and will require an environmental resource permit (ERP) from the State of Florida. As this project involves the construction of a wastewater treatment plant, the ERP application review for compliance with the SJRWMD requirements will fall under regulatory purview of FDEP. All proposed stormwater improvements will be designed to meet the St. Johns County and SJRWMD stormwater management requirements.

Parking Requirements

Parking requirements shall comply with the requirements of the St. Johns County Land Development Code.

Project Schedule

As indicated in Part II.B it is anticipated that the Design-Build contract will be executed on or about July 2020. The design, permitting, construction and performance testing of the completed Project are expected to be completed no later than March 31, 2023.

Project Budget and Funding

The County has applied for and received a Community Development Block Grant - Disaster Relief (CDBG-DR) for improvements to the Hastings wastewater treatment facility. The cost of the project shall be a maximum of \$5 million dollars.

Owner's Objectives

The Owner's objectives for delivery of the Project are as follows:

- **Supply:** Provide facilities and equipment that will maximize capacity and raise critical equipment above the flood stage, while navigating the constraints of the surface water discharge limits, peak hour flow rates due to I&I, and improve reliability and redundancy of the facility.
- **Quality:** Provide treatment facilities and equipment that will be sustainable and will reliably treat required quantities of raw wastewater in full compliance with federal and state regulations and contractual standards for effluent water quality over the range of flow and nutrient conditions.
- **Cost:** Minimize life-cycle and maintenance costs and complete entire project within CDBG-DR grant funding limit of \$5 million.
- **Schedule:** Required CDBG-DR funding project completion deadline is March 31, 2023.
- **Risk:** Achieve an optimal balance of risk allocation between the Owner and the Design- Builder.
- **Safety:** Implement an effective safety program incorporating best industry practices.

By selecting the Design-Build delivery method for the Project, the Owner is committed to working in close collaboration with the Design-Builder during Preliminary Services Phase to develop the Project's design that will achieve the Project objectives and to obtain a mutually-agreeable Guaranteed Maximum Price (GMP) for delivery of the Project.

Design Build Services

The Design-Build services will consist of two stages: 1) Preliminary Services Stage and 2) Design Development and Construction Phase Services. The Preliminary Services Phase generally consists of alternative analysis, preliminary engineering, geotechnical investigations and design development, as well as preparation, in close collaboration with the Owner, of a proposed price and schedule. The proposed price and schedule includes the Project's design (developed to the Owner's required level of completion), a GMP, Project schedule, and supporting documentation, such as detailed open-book costing for the GMP. Design Development and Construction Phase Services generally encompass completing the Project's design, construction, commissioning and performance testing. Permitting activities are included in each Phase.

Preliminary Services Phase:

- Review Conceptual documents and available data provided by Owner. Identify any additional data needed.
- Define and clarify owner's requirements for project.
- Identify potential solutions to meet the Project requirements and study and evaluate such potential solutions including evaluation of treatment options and technologies.
- Identify and analyze relevant requirements of governmental authorities having jurisdiction over project. Consult with governmental agencies as necessary in coordination with the Owner.
- Visit the site to review existing conditions and facilities.
- Review any environmental assessments and impact statements furnished by Owner, and analyze the effect on the Project.
- Produce a report that recommends solutions to the Owner.

- After selection of recommended solution; conduct necessary work to produce the technical documents including final design criteria, preliminary drawings, outline specifications, written description of the project, (including preparing and submitting intermediate design review packages) and value-engineering activities in conjunction with Owner sufficient to prepare a GMP.
- Perform engineering studies (such as subsurface investigations, pilot studies, raw water/ wastewater analyses, etc.) to support design and cost estimating. Previous studies should be used where feasible.
- Initiate the construction planning including identifying construction sub-contractors and suppliers, providing constructability reviews, develop the construction schedule, and identify long-lead equipment and material purchases. Phasing and scheduling construction to meet the schedule without interruption of services to the Owner's customers.
- Prepare a project cost model and provide detailed cost estimates as the design is advanced.
- Submit and negotiate a GMP price to complete the Design Development and Construction Phase Services.
- Identify Project permitting requirements and initiate certain permitting activities.

Design Development and Construction Phase Services:

- Complete the final design Contract Documents.
- Procure equipment and sub-contractors.
- Secure necessary permits.
- Construct the Project.
- Conduct startup, commissioning and performance testing.
- Provide operator training.
- Provide warranty coverage.
- Closeout (punch list documentation and resolution, O&M manuals, systems and equipment training, as-built documentation, final inspection and acceptance.)

SJCUD shall provide the following:

- Attend all meetings organized by the Consultant.
- Provide information concerning the proposed project that may be available in St. Johns County files, including existing as-built drawings.
- Review and provide comments on all plans, specifications, and other documents at predetermined milestones.
- Assistance in sample collection and providing laboratory analysis.
- Inform the firm of any known St. Johns County procedures or requirements.
- Assist in the coordination of all activities of the project.

PART IV: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting Qualifications in response to this Request for Qualifications. 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 RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Qualifications received in response to this RFQ 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 Qualifications in response to this RFQ, 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 Qualifications, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFQ, 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 Qualifications 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 must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

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

D. USE OF COUNTY LOGO

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

E. QUALIFICATION PACKAGE SUBMITTAL INSTRUCTIONS:

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

Qualifications **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS.** 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.

Qualifications shall be mailed or hand-delivered to:

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

RFQ Packages must be submitted, in the format provided herein, by or before four o'clock (**4:00 P.M.**) EST on **Thursday, May 28, 2020.**

St. Johns County Purchasing will not accept any Qualifications 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 Qualifications must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFQ Cover Page
2	Cover Letter
3	Introduction and Qualifications Statement
4	Past Performance/Related Experience
5	Collaborative Delivery Approach
6	Project Understanding and Delivery
7	Personnel Qualifications and Team Approach
8	Socioeconomic Business Enterprise
9	Administrative Information

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

Section 1: RFQ Cover Page (Complete and Submit)

Section 2: Cover Letter (Maximum pages: 2)

Respondent shall provide a cover letter 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 RFQ should be directed, as well as, the primary contact for this contract;
- A brief statement of the respondent's understanding of the services required and qualifications necessary to provide design-build services for CDBG-DR Project – Hastings Phase III WWTP Improvements;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines; and
- Such other information as the respondent deems appropriate.

Section 3: Introduction and Qualifications Statement (Maximum pages: 6)

Provide an introduction of the Design-Builder. Provide information regarding the firm's qualifications as they relate to wastewater treatment plant design and construction and specifically qualifications for the design build model. Provide qualification information for each entity involved in the Design-Builder team. The following are the Minimum Qualifications of Proposing Firm:

1. Experience Qualifications:
 - Design experience. Within the past 10 years, the Designer must have successfully completed the design of at least 3 wastewater treatment plant projects of similar size and type for municipal clients in the United States. Preferably one in the State of Florida and one non-greenfield site.
 - Construction experience. Within the past 10 years, the Builder must have successfully completed the

- construction of at least 3 wastewater treatment plant projects of similar size and type for municipal clients in the United States. Preferably one in the State of Florida and one non-greenfield site.
 - Design-build experience. Within the past 5 years, the Design-Builder must have successfully completed at least 1 water or wastewater treatment plant Design-Build project of similar size for municipal clients in the United States.
2. The Respondent must have at least one Certified Design Build Professional (DBIA); Associate Members will not qualify. Provide name, title and role in the project team.
 3. Total Financial Bonding Capacity of no less than (\$20,000,000.00) twenty million U.S. Dollars.
 4. Registered in the State of Florida to conduct business therein. Proof of registration shall be included in submittal.
 5. Qualifying Agent's Contractor's license for the Design Build Entity
 6. Engineer's Certificate of Authorization
 7. The Builder must have achieved an experience modification rate (EMR) of not greater than 1.0 for the current and past two years.

Provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments:

1. Material adverse changes in financial position. Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
2. Legal proceedings and judgments. List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.
3. Completion of contracts. Has the Design-Builder failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.
4. Violation of laws. Has the Design-Builder been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past 10 years? If so, describe the circumstances.
5. Debarred from bidding. Has the Design-Builder been debarred within the past 10 years, or is it under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Design-Builder's ability to perform its contractual commitments.

The Respondent must notify the Owner of any changes subsequent to submission of the SOQ and before the selection process is completed (and, in the case of the selected Respondent, before execution of the Agreement.

Section 4: Past Performance/Related Experience (Maximum pages: 6)

Provide three (3) project examples with references of Water or Wastewater Treatment Plant projects listed in the Statement of Qualifications section including at least one (1) Design-Build project.

Each project description shall contain at least the following information:

- Name of owner
- Owner reference and contact information
- Description of the project showing relevance to this Project
- Role of respondent
- Contract value
- Year started and year completed
- Provide Budget and Schedule Performance
- Firms and Key Personnel that participated in project and are included in this response, along with a clear description of the project role and responsibility of each

The Respondents statement shall include evidence of performance related to the Scope of Services.

In addition, respondents will need to describe any prior engagements in which respondent and/or respondent's sub-consultants assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements. Please indicate any such work done on behalf of Federal, State, City or local agencies where the agency has an expert level understanding in working with HUD\CDBG\CDBG-DR.

Section 5: Collaborative Delivery Approach (Maximum pages: 4)

In this section, Respondents shall provide a statement regarding the firm's approach to Design-Build projects. At a minimum the statement should address the following:

1. Collaborative approach philosophy for Design-Build
2. Design Builder staffing utilization
3. Owner integration
4. Communication plans
5. Managing Budget and Schedule
6. Risk and risk management
7. Safety

Section 6: Project Understanding and Delivery (Maximum pages: 6)

In this section, the respondent shall provide a written narrative providing the following:

- Discuss how your Company's management approach will lead to successful design and construction within the funding budget and schedule constraints.
- How will team make decisions on process, equipment sizing, selections, site layout, functional capabilities, etc., and design a facility with a long service life.
- Provide specific features/examples where a collaborative approach would be beneficial to this project.
- Discuss the major challenges your Company has identified on this project, and how you intend to address those challenges
- QA/QC
- Owner Integration
- Provide project schedule/timeline

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: Personnel Qualifications and Team Approach (Maximum pages: 10; up to 1 on 11"x17")

In this section, the respondent shall provide the following:

- Provide the firm's relevant data (main address, years in business, size of firm, etc.)
- Location of the primary office(s) to provide services
- Provide resumes of each of the following key personnel:
 1. Design Build Team Project Manager
 2. Engineering Project Manager
 3. Construction Project Manager
 4. Construction Superintendent
 5. QA/QC Team
 6. Other Support Team Members
- Resumes shall provide relevant qualifications, time with firm, total years involved in utility engineering and/or construction, relevant project experience, education, and professional registrations
- Provide an Organizational Chart Provide an organizational chart for the design build team including all people listed in the personnel section.
- Team members' experience together (a one-page summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.)
- Sub-Consultants

Section 8: 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-consultant's MBE/WBE/DBE certification.

Section 9: Administrative Information

Respondents must include the following:

- Drug Free Work Place Form (Complete and Submit)
- RFQ Affidavit (Complete and submit)
- RFQ Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- List of Proposed Subcontractors (Completed 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)
- Proper and valid licensing to conduct business in the State of Florida
- Qualifying Agent's Contractor's license for the Design Build Entity.
- DBIA Certificate for qualifying DBIA Professional
- Engineer's Certificate of Authorization
- MBE/WBE/DBE Certificate (If Applicable)
- Bonding Capacity Evidence – Letter from Surety
- Proof of Insurance including limits
- Acknowledged all Addenda

PART V: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each respondent, as to the responsiveness of the submitted Qualifications to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFQ 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 Qualification. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

B. EVALUATION OF QUALIFICATIONS

All properly submitted RFQ Packages that are determined to be responsive to the requirements of this RFQ will be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all responsive RFQ Packages submitted, an electronic copy of the RFQ Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet.

Evaluators will review and score the submitted, responsive, RFQ Packages individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at the Public Evaluation Meeting, and the list of respondents will be shortlisted to no fewer than 3 firms to participate in interviews. Following the interviews, if the County (in its sole discretion) deems that it is beneficial in evaluating their qualifications, the County may require that each of the shortlisted firms provide a public presentation. Any respondent that deems itself unable to provide a public presentation must explicitly state so in their proposal.

If required, public presentations will be evaluated by Evaluation Committee and scored as provided herein. At minimum, presentations should include the firm's qualifications, approach to the project and ability to furnish the professional services detailed on the RFQ. Presentation scores will be added to Qualification Package scores and totaled to determine final scores and ranking for recommendation for award.

The County will issue final scores and make final selection and award. The number one ranked firm will be submitted to the St. Johns County Board of County Commissioners for approval to enter into negotiations, and upon successful negotiations, award and execution of a contract. In the event that negotiations are unsuccessful and an agreement cannot be reached with the top ranked firm, staff will cease negotiations, and begin negotiations with the second ranked firm. This process will continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm would not be in the best interest of the County.

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 qualifications packages, waive minor formalities or award to/negotiate with the firm whose qualifications package best serves the interest of the County.

C. EVALUATION CRITERIA

The County will evaluate and rank respondents that submit RFQ Packages from highest to lowest based upon the specific evaluation criteria and point scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
1. Introduction and Qualifications Statement	15
2. Past Performance/Related Experience	25
3. Collaborative Delivery Approach	10
4. Project Understanding and Delivery	20
5. Personnel Qualifications and Team Approach	25
6. Socioeconomic Business Enterprise	<u>5</u>
Total Points Possible:	100
7. Presentations (if required)	10
Total Maximum Points Possible:	110

D. RECOMMENDATION FOR AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with only the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order in order to award a Contract for the services described herein.

E. 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 Qualification, 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 Qualification by reference, and are fully binding.

PART VI: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm.

It is expressly understood that the Board of County Commissioner’s (Board’s) preference/selection of any qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board’s preference/selection of any qualifications, contract negotiations will follow between the County and the selected respondent. It is further expressly understood that no contractual relationship exists

with the County until a contract has been executed by both the County and the selected respondent. The County reserves the right to delete, add to, or modify one or more components of the selected respondent's qualifications in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Firm, 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 RFQ evaluation period in order to comply with this demonstration of competency section.

C. 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 thirty (30) 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 sixty (60) days written notice to the Firm.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Firm to perform all work in accordance with 2 CFR 200 requirements, any grant requirements (Exhibit A), 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. DAVIS-BACON ACT

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

The Davis-Bacon and related Acts (DBRA) require that contractors and sub-contractors performing on covered contracts pay any and all laborers and mechanics employed under the Contract, no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area, as provided by the Department of Labor, and as shown on **Exhibit "C"** Davis-Bacon Act, General Decision FL20190135 – Heavy, attached hereto.

Recordkeeping

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

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Reporting

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

F. OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

G. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

H. TRAINING AND EDUCATION

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry’s “Focus Four” established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocutation Hazards.

I. FIRE EXTINGUISHERS (FOR FIRE EXTINGUISHER SERVICES)

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

J. TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION “RIGHT TO KNOW AND UNDERSTAND” REGULATIONS

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing

work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

K. HAZARD COMMUNICATION

Contractors working on the jobsite are required to bring copies of all Safety Data Sheets (SDS) for hazardous materials they are bringing on the jobsite so that the information is accessible to all St. Johns County employees. It is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

L. TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

M. 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.

N. 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.

O. 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 Firm, 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 Firm or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

P. SUB-CONSULTANTS

If an awarded firm elects to sub-contract, any portion of the work, the Consultant shall be responsible for all work performed by any sub-consultant and 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 proposed sub-consultants 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-consultant. The Firm then may, at his option, withdraw his RFQ 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-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 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 Consultant is required to disclose in writing the addition of any subcontracts added after execution of the Contract.

Q. 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-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.

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-consultants; 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>

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

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

**DATE: _____
PROJECT: _____**

CRITERIA RANKING:

RESPONDENTS	A. Introduction and Qualifications Statement 0-15	B. Past Performance/Related Experience 0-25	C. Collaborative Delivery Approach 0-10	D. Project Understanding and Delivery 0-20	E. Personnel Qualifications and Team Approach 0-25	F. Socioeconomic Business Enterprise 0-5	TOTAL 0-100

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

PART VII: FORMS & ATTACHMENTS

ATTACHMENT A

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

ATTACHMENT B

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**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 Qualification 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 three (3) 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

ATTACHMENT C

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

AFFIDAVIT

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

At the time the Qualifications are submitted, the Respondent shall attach to his RFQ 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 Qualification 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 Qualification for the services covered by the RFQ documents for **RFQ NO: 20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements.**

The affiant further states that no more than one Request for Qualification 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 RFQ 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 QUALIFICATION.**

ATTACHMENT D

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

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:

ATTACHMENT E

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

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

Project (RFQ) Number/Description: **20-53; Design-Build Services for CDBG-DR Project – Hastings Phase III WWTP Improvements**

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

ATTACHMENT F

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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, subconsultant 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)

ATTACHMENT G

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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

ATTACHMENT H

RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS

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 Consultant 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 Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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-Consultant or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant 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: _____

ATTACHMENT I

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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 sub-consultant, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Consultant, 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: _____

ATTACHMENT J

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**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 [Consultant] 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 Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant 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: _____

ATTACHMENT K

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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

The federally assisted construction Consultant 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 Consultant 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 Consultant 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 Consultant agrees that (except where he has obtained identical certifications from proposed sub-Consultants for specific time periods) he will obtain identical certifications from proposed sub-Consultants 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 Consultant

Title

Date

ATTACHMENT L

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

ATTACHMENT M

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**ALL PROPER AND VALID LICENSING
(Attach or insert copy here)**

ATTACHMENT N

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

**LETTER OF BONDABILITY INCLUDING BONDING CAPACITY
(Attach or insert copy here)**

ATTACHMENT O

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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; G. Insurance Requirements (Page 13). Failure to provide proof of insurance or proof of the ability to obtain required coverage may result in Respondent being deemed non-responsive and therefore removed from consideration.

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

REQUEST FOR QUALIFICATION PACKAGE CHECKLIST

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFQ Cover Page		
Section 2	Cover Letter		
Section 3	Introduction and Qualifications Statement		
Section 4	Past Performance/Related Experience		
Section 5	Collaborative Delivery Approach		
Section 6	Project Understanding and Delivery		
Section 7	Personnel Qualifications and Team Approach		
Section 8	Socioeconomic Business Enterprise		
Section 9	Administrative Information (include the following):		
	Drug Free Work Place Form		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Claims/Liens/Litigation History		
	List of Proposed Subcontractors		
	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		
	Proper and valid licensing to conduct business in the State of Florida		
	Qualifying Agent’s Contractor’s license for the Design Build Entity.		
	DBIA Certificate for qualifying DBIA Professional		
	Engineer’s Certificate of Authorization		
	MBE/WBE/DBE Certificate (If Applicable)		
	Bonding Capacity Evidence – Letter from Surety		
	Proof of Insurance with Limits		
	Acknowledged Addenda		

**RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR
CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS**

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

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ 20-53;
RFQ TITLE:	RFQ NO: 20-53; DESIGN-BUILD SERVICES FOR CDBG-DR PROJECT – HASTINGS PHASE III WWTP IMPROVEMENTS
DUE DATE/TIM E:	By 4:00 P.M. – May 28, 2020
SUBMITTE D BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT