



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

**RFQ NO: 19-14  
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR  
TRANSPORTATION & DRAINAGE PROJECTS**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine FL 32084**

**904-209-0150**

**[www.sjcf.us/Purchasing/Index.aspx](http://www.sjcf.us/Purchasing/Index.aspx)**

**FINAL 10/17/18**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 19-14**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

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**ST. JOHNS COUNTY, FL – REQUEST FOR QUALIFICATIONS (RFQ) NO: 19-14  
PROFESSIONAL ENGINEERING SERVICES FOR  
FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**. Interested and qualified respondents may submit RFQ Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. **All RFQ Packages are due by or before 4:00 P.M. (EST) on Thursday, November 29, 2018**. Any packages delivered to or received 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 sealed RFQ packages from qualified firms to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which are supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has, at this time, identified transportation and drainage projects at five (5) countywide locations which will be the focus of this RFQ; those locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road. All submitted qualifications shall be for principal consultant and may include all sub-consultants.

There will be a **Non-Mandatory** Pre-RFQ Conference on Tuesday, November 6, 2018 at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room. Attendance at the pre-RFQ conference is ***not*** required in order to submit a bid, but is highly recommended to ensure sufficient understanding of the project requirements.

RFQ Packages are available for downloading from *Onvia Demandstar, Inc.*, at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document #19-14. 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** by or before close of business (**5:00 P.M.**) on **Tuesday, November 13, 2018**.

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

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, CPPB Procurement Supervisor, at [ldaniels@sjcfl.us](mailto: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.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package:  
**RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects.**

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 qualifications, waive minor formalities or award to/negotiate with the firm whose Qualifications best serves the interest of St. Johns County.**

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

BY: \_\_\_\_\_  
Deputy Clerk

**PART II: INTRODUCTION**

**A. BACKGROUND**

St. Johns County is soliciting sealed RFQ packages from qualified firms to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which are supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has, at this time, identified transportation and drainage projects at five (5) countywide locations which will be the focus of this RFQ; those locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road.

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: sustaining transportation and drainage system assets and addressing/improving infrastructure impacted by inclement weather conditions in the most impacted and distressed areas.

**B. OBJECTIVES**

The selected Consultant will:

- Be capable of providing St. Johns County Public Works’ with complete engineering services for their CDBG-DR projects including, but not limited to, engineering design, permitting, preparation of technical specifications, construction management/administration through to project close-out, as well as any “as needed” engineering services pertaining to the five (5) projects; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent.
  - Projects encompass multiple roadway and drainage improvement projects which are at various stages of design, permitting, and construction.
- Ensure all project documentation conforms to CDBG-DR recordkeeping requirements.
- Successfully complete assigned projects under-budget and within contractual time limitations.

**C. 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	Wednesday, October 17, 2018
Pre-RFQ Conference (Non-Mandatory)	Tuesday, November 6, 2018
Deadline for Bid Questions	5:00 P.M. EST, Tuesday, November 13, 2018
Issuance of Final Addendum	Tuesday, November 20, 2018
Qualification Package Submission Deadline	4:00 P.M. EST, Thursday, November 29, 2018
Evaluation of Submitted RFQ Packages	Thursday, December 13, 2018
Presentation of Award Recommendation to SJC BOCC	Tuesday, January 15, 2019
Issuance of Notices of Award & Contracts	Wednesday, January 30, 2019

**D. DUE DATE & LOCATION**

Packages submitted in response to this Request for Qualifications must be delivered to, and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, November 29, 2018**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

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

**E. PRE-BID MEETING**

There will be a **Non-Mandatory** Pre-Bid Meeting on Tuesday, November 6, 2018 at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room. Attendance is **not** required at the Pre-Bid Conference in order to be eligible to submit a bid for this project, but it is highly recommended in order to ensure sufficient understanding of project requirements.

**F. 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, Disaster Recovery Procurement Coordinator at [abacon@sjcfl.us](mailto:abacon@sjcfl.us).

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) business days, interested firms may contact Leigh Daniels, CPPB Procurement Supervisor, at [ldaniels@sjcfl.us](mailto: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.

**G. 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 **Tuesday, November 13, 2018**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the County.

**H. 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](http://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 8: 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.

**I. 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.

**J. PUBLIC RECORDS**

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

**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 ST. JOHNS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL**

All terms and conditions of the St. Johns County Purchasing Procedure Manual 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. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set for in the St. Johns County Purchasing Procedure Manual.

**PART III: SCOPE OF SERVICES**

**A. GENERAL INFORMATION**

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to the State of Florida Department of Economic Opportunity (DEO) to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Matthew for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery (Exhibit C).

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least seventy percent (70%) of the grant amount awarded is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities. 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 through DEO, \$45,837,520, to be used to carry out these objectives.

**B. SCOPE OF SERVICES**

St Johns County is soliciting consultants to provide engineering design, permitting, preparation of technical specifications and construction plans/drawings, construction management/administration through to project close-out, as well as any “as needed” engineering services pertaining to the five (5) projects; 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 (Exhibit C) is being provided. All services shall comply with the U.S. Department of Housing and Urban Development (HUD) and Florida Department of Economic Opportunity guidelines. Consultants shall submit their qualifications sufficient to accomplish, but not limited to, the requirements below:

**1. Armstrong Drainage Project**

- a. Update existing England, Thims & Miller, Inc. Armstrong Road Sidewalk Improvements plan set dated November 2007.
- b. The project consists of adding approximately 4,960 linear feet of sidewalk along Armstrong Road, Harvey Avenue, and Moccasin Creek Lane, and associated drainage structures.

**2. Orange Street Drainage Improvements**

- a. Update existing Matthews Design Group, Inc. Orange Street Improvements plan set dated September 2016.
- b. Construct a piped stormwater collection system along the roadway to capture runoff from the roadway and adjacent properties.
- c. Convey the runoff to an existing pond located at the southernmost end of South Orange Street.
- d. The drainage area associated with this improvement project incorporates approximately 40 residential properties along South Orange Street and the intersecting roadways.

- e. Street resurfacing consists of milling 1-inch of asphalt from the existing road surface, and overlaying the street with 1.5-inches of new asphalt.

Perform an area engineering study and design stormwater system improvements to alleviate localized flooding and provide adequate drainage for the following projects:

**1. Oyster Creek Basin Improvements**

- a. In the West Augustine area of St. Johns County (Oyster Creek Basin), specifically near King Street and North Rodriguez Street, existing ground elevation varies approximately 25' over 750' from Park Avenue to the railroad tracks.
- b. Stormwater runoff currently flows from Cathedral Place to North Rodriguez Street and continues east along a ditch paralleling railroad tracks and crosses to the south through two 36-inch cross drain pipes.
- c. The area stormwater system is overwhelmed, having flooded single-family homes and a parking lot.
- d. Coordinate with City of St. Augustine to ensure no adverse interactions between this project and their HMGP Oyster Creek Improvement Project.

**2. Avenue D Drainage Improvements**

- a. Evaluate and upgrade existing stormwater drainage system at Tart Road, Avenue D and Big Oak Road.
- b. Replace deteriorated Corrugated Metal Pipe (CMP) with Reinforced Concrete Pipe (RCP), increase pipe diameter/size, adjust all inverts and reshape conveyances to provide positive, continuous flow.

**3. St. Augustine Blvd & Cypress Road Drainage**

- a. The intersection of St Augustine Boulevard and Cypress Road is approximately 0.4 miles east of the Moultrie Creek crossing along State Road 207.
- b. The drainage basin is roughly bounded by State Road 207 to the north, Kings Estate Road to the south, and San Juan Drive to the east.
- c. This area experiences localized flooding due to natural ground elevations and insufficient infrastructure. The drainage system piping is undersized and the outfall requires improvement.

CONSULTANT responsibilities include:

- Examine all projects and become familiar with status, concepts and commitments (typical sections, alignments, purpose, etc.) developed from prior studies and/or activities.
- Update/revise existing engineering plan sets conforming to current County standards and reflect current site conditions.
- Compile Project Documentation required for HUD / CDBG-DR reimbursement.
- Document change(s) in scope or additional work per CDBG-DR compliance for reimbursement.
- Provide “as-needed” engineering services for each project described herein.
- Conduct coordination/pre-application meetings with regulatory permitting agencies to communicate project objectives and come to an understanding on the information, data, and analyses needed to submit complete applications to obtain respective permits.
- Perform engineering studies and recommend mobility/transit system improvements, alleviate localized flooding and provide adequate drainage.
- Provide cost effective and value engineered infrastructure improvement alternatives/options.
- Prepare engineering design plans and technical specifications necessary to compile a complete package (bid package) for the purpose of bidding the construction of this project.



- Assist County staff throughout the construction of the project, Including, but not limited to, attending the pre-construction meeting, submittal/shop drawing review, responding to Requests for Information (RFI) throughout the construction period, periodic site visits to verify compliance with design documents, attendance at project progress meetings, project inspection(s) to certify Substantial Completion, generation and/or monitoring of punch list items to ensure Final Completion/Acceptance within the project schedule, verification and approval of as-built drawings, and completion and submission of all permits and/or certifications required by the project.
- Provide engineering Services During Construction (SDC) when requested.
- Provide process of contract monitoring, and ensure contractors adhere to deliverables, schedules, and rates.
- Satisfy all Federal, State, and Local agency CDBG-DR program requirements and provide adequate documentation.
- Identify and communicate risks that may preclude the County's ability to optimize reimbursement.
- Status Reporting: Develop and provide weekly status updating to include a Plan of Action and Milestones (POA&M) for each project.
- Attend all public presentations and meetings associated with each project; along with County staff, and the County's designated CDBG-DR program workgroup.
- Consultant's leadership recognizes the value of the County's time and anticipates attending an executive level meeting once a month to maintain executive level engagement and support (status report) and attend additional executive level conferences as requested by the County.

#### **PART IV: 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 anticipated the County will issue a professional services contract for a period of four (4) calendar years, which may be renewed for up to two (2), one (1) year renewal periods providing that: satisfactory performance has been maintained by the Consultant, there is availability of appropriated funds, and that the County has a continued need for the services.

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. Task Orders**

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

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

- Master Contract Name & Number
- Consultant Name & Address
- Task Order Number
- Project Name

- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets and Invoices
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

**a. Change Orders**

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

**C. CONTRACT PERFORMANCE**

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

**D. TERMINATION**

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

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

**E. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the Consultant to perform all work in accordance with 2 CFR 200 requirements (Exhibit A), any additional grant requirements, and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

**F. LICENSES, PERMITS & FEES**

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

**G. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

## **H. INDEMNIFICATION**

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

## **I. SUB-CONSULTANTS**

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

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

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

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

Sub-Consultants and other persons and organizations proposed by the Consultant and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

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

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

If the consultant is not a DBE/MBE/WBE firm the consultant 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.

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 consultant is not a Section 3 firm the consultant 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>

## **PART V: REQUEST FOR QUALIFICATIONS SUBMITTAL INSTRUCTIONS & FORMAT**

### **A. RESPONDENTS RESPONSIBILITIES**

Respondents are responsible for any and all costs associated with developing and submitting a RFQ Package 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 Request for Qualification Packages 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 Request for Qualification Package 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 Request for Qualification Package, 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 Request for Qualification Packages submitted shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

**B. TRADE SECRETS**

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

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

**C. CONFLICT OF INTEREST**

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

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

**D. USE OF COUNTY LOGO**

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

**E. DETERMINATION OF RESPONSIVENESS**

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

**F. RFQ PACKAGE SUBMITTAL INSTRUCTIONS:**

The RFQ Package format must sufficiently address and demonstrate all required components, follow the order of sections described below, and ***are not to exceed one hundred (100) pages***. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**. Each package submitted must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of **one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive**, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Each Respondent shall submit a list of proposed sub-Consultants (if applicable) to be used if awarded the contract. Each Respondent must provide a list of sub-consultants, under Section 3: Qualifications and Experience, and attach a copy

of any and all licenses and certificates and complete Attachment I, for each sub-consultant listed and submit with each copy of the RFQ Package. If sub-consultants are to be included in the Qualifications, all terms and conditions must be disclosed including method and reason for selection, sub-consultants compensation, and sub-consultants billing rate.

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

RFQ Packages 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, November 29, 2018.**

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

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

All RFQ Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFQ Cover Page
2	Cover Letter
3	Company and Staff Qualifications
4	Related Experience
5	Project Approach
6	Quality and Schedule Control
7	Socioeconomic Business Enterprise
8	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**

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

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFQ should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications to provide Management of CDBG-DR for Hurricane Projects & Programs;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- A brief description of the policies, procedures, and practices respondents have in place to provide for the physical and electronic security of our data centers and other sites where government information will be hosted, accessed, or maintained;
- Identify the primary contact for this contract,
- Such other information as the respondent deems appropriate;

### **Section 3: Company and Staff Qualifications**

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-consultant who may perform any aspect of the scope of services provided herein. In addition, respondent shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants relative to Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects as outlined in the scope of work. Consultants and/or Sub-Consultants that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

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

### **Section 4: Related Experience**

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

Respondents shall demonstrate a minimum of three (3) years of experience in providing professional engineering services for transportation and drainage projects; and demonstrate an expert level understanding in working with HUD\CDBG\CDBG-DR.

### **Section 5: Project Approach**

In this section, the Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed illustrating how the methodology will serve to accomplish the project goals and objectives. Respondents are encouraged to think outside of normal processes and procedures for delivering the project quicker and less expensive to the County.

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

### **Section 6: Quality and Schedule Control**

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

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

### **Section 7: Socioeconomic Business Enterprise**

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

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 8: Administrative Information**

### **Please include the following:**

- Proof of Insurance including limits
- 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)
- 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)
- Acknowledged Addenda

## **PART VI: EVALUATION AND AWARD**

### **A. RECOMMENDATION FOR AWARD**

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

### **B. PROTEST PROCEDURES**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for 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.

### **C. EVALUATION OF RESPONSES**

All properly submitted Qualification Packages that are determined to be responsive to the requirements of this RFQ, shall be evaluated by an Evaluation Committee of no less than five (5) representatives. Each Evaluation Committee Team Member will receive a set of all of the submitted Request for Qualification Packages submitted, and an electronic copy of the RFQ document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, Request for Qualification Packages individually, with no interaction or communication with any other individual. Evaluators' scores shall be announced at the public Evaluation Meeting.

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

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

### **D. EVALUATION CRITERIA**

The intent of this RFQ is to qualify Respondents based on the Respondent's qualifications using the evaluation criteria below. Responses will be scored based on the criteria herein. The County intends to select the highest ranking firm as deemed necessary in order to accomplish the goals and objectives established by the County. Only the firm qualified through this RFQ process and approved by the St. Johns County Board of County Commissioners will be invited to



negotiate a contract. Any qualified firm desiring to provide the required services in any of the listed areas should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. Submittals are to be made for the discipline(s) listed in this RFQ. Selection(s) are at the sole discretion of the County.

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

<b><u>Evaluation Criteria:</u></b>	<b><u>Maximum Points per Evaluator:</u></b>
1. <b>Company and Staff Qualifications</b>	<b>30</b>
2. <b>Related Experience</b>	<b>20</b>
3. <b>Project Approach</b>	<b>30</b>
4. <b>Quality and Schedule Control</b>	<b>10</b>
5. <b>Quality of Submittal</b>	<b>5</b>
6. <b>Socioeconomic Business Enterprise</b>	<b><u>5</u></b>
<b>Total Maximum Points Possible: 100</b>	



**PART VII: FORMS & ATTACHMENTS**

**ATTACHMENT B**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**COVER PAGE**

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

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: April Bacon, Disaster Recovery Procurement Coordinator

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENT C**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; F. Insurance Requirements (Page 12).

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

**ATTACHMENT D**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**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 five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT E

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects.**

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 F

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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 G

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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

Project (RFQ) Number/Description: **19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**

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

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

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

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

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_

Signature	Print Name/Title
_____ Signature	_____ Print Name/Title



**ATTACHMENT H**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS  
CLAIMS/LIENS/LITIGATION HISTORY**

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

Description of every action Captions of the Litigation or Arbitration

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

\_\_\_\_\_  
Amount actually recovered, if any: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a contract, been terminated for cause?  
Yes\_\_\_\_\_ No\_\_\_\_\_ if yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Financial Consequences**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional or supplemental pages as needed)



## ATTACHMENT J

### RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

#### EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT K**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT L**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

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

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT M**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

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

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT N**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**REQUEST FOR QUALIFICATION PACKAGE CHECKLIST**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

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

**PART IX: SEALED RFQ MAILING LABEL**

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES  
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

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

<b>SEALED RFQ • DO NOT OPEN</b>	
SEALED RFQ NO.:	<b>RFQ 19-14;</b>
RFQ TITLE:	<b>PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION &amp; DRAINAGE PROJECTS</b>
DUE DATE/TIME:	<b>By 4:00 P.M. – November 29, 2018</b>
SUBMITTE D BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Bacon, Disaster Recovery Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084



**PART VIII: EXHIBITS**

SEPARATE ATTACHMENTS -

EXHIBIT A – CDBG-DR REQUIRED PROVISIONS

EXHIBIT B – SUB-RECIPIENT AGREEMENT

EXHIBIT C – STATE’S ACTION PLAN

**END OF DOCUMENT**