



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

**REQUEST FOR PROPOSALS
RFP NO: 23-62**

COMPREHENSIVE PLAN UPDATE SERVICES

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcfi.us/Purchasing/index.aspx

FINAL 04/18/23

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

TABLE OF CONTENTS

PART I:	GENERAL REQUIREMENTS
PART II:	SCOPE OF SERVICES
PART III:	PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION
PART IV:	CONTRACT REQUIREMENTS
PART V:	ATTACHMENTS/FORMS

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

PART I: GENERAL REQUIREMENTS

A. DEFINITIONS

Terms used within this Request for Proposals (“RFP”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), St. Johns County Purchasing Procedure Manual (“Procedures”), or as provided herein.

B. PURPOSE & INTENT

The purpose for this RFP is to solicit proposals from qualified Respondents, for consideration in performing the specified Services. The intent of the County is to select the most qualified Consultant and enter into a contract to perform the required services, based upon the evaluation of the submitted Proposals in accordance with the Evaluation Criteria provided herein.

C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Division by or before four o’clock (4:00 PM EST) on Thursday, June 1, 2023. Any Proposals received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Proposals must be submitted to:

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

The County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than the SJC Purchasing Division. Any such Proposal that is not received in the SJC Purchasing Division shall be returned to the Respondent, unopened.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP must be directed, *in writing*, to the following Designated Point of Contact provided below:

Designated Point of Contact: Jordy Fusco, MA, CPM, NIGP-CPP
Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Email: mfusco@sjcfl.us

In the event the Designated Point of Contact is unavailable for three (3) or more business days, Respondents may contact Greg Lulkoski, Procurement Coordinator, at glulkoski@sjcfl.us or Sherrie Ashby, Procurement Coordinator, at sashby@sjcfl.us.

E. LOBBYING PROHIBITION

In accordance with Section 9 of the St. Johns County Purchasing Policy, Respondents SHALL NOT contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award of a contract under this RFP.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before four o’clock (4:00PM) EST on Thursday, May 4, 2023. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or

answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below for this RFP. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the deadline for submitted Proposals, the County will issue an Addendum.

Broadcast of RFP	April 18, 2023
Deadline for Questions	May 4, 2023
Issuance of Final Addendum	May 11, 2023
Proposal Submittal Deadline	June 1, 2023
Evaluation of Submitted Proposals	June 15, 2023
Negotiations	June 26, 2023

H. ADDENDA

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

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

Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal to acknowledge the incorporation of each issued Addendum. Respondent’s acknowledgement of each Addendum shall serve as confirmation that any and all information, changes, clarifications, and other updates provided for in the Addendum has been considered and included in the Respondent’s submitted Proposal. Failure to submit an issued Addendum with the submitted Proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Respondent, copies of any missing Addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Proposal.

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. 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.

K. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy (“Policy”) and associated procedures are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP and to conduct their activities during this process in accordance with the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and associated procedures. 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 Policy and associated procedures.

M. LOCAL PREFERENCE

Per Section 16.3.1 of the St. Johns County Purchasing Policy, the County shall review all submitted Proposals to determine whether or not a Respondent is requesting consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted Proposals, in accordance with SJC Purchasing Policy.

N. SUB-CONTRACTORS

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

Each Respondent shall submit in their Proposal, any and all sub-contractors proposed by the Respondent to perform any portion of the required Services specified herein.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to ensure, to the County's satisfaction, that the proposed sub-contractors are qualified, capable and approved to perform the work for which they are proposed by the Respondent.

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

The County reserves the right to disqualify any Respondent, Contractor, Consultant, Supplier, or Individual due to previously documented issues with performance, quality or compliance. Additionally, the County may utilize data from other agencies related to poor performance, quality or non-compliance as justification to disqualify any Respondent, Consultant, Contractor, Supplier, or Individual, on the basis of lack of responsibility to perform the Services.

Any firm(s) or individual(s) sub-contracted by the awarded Consultant to perform portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

O. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, Consultant and its sub-consultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Awarded Consultant shall require each of its sub-consultants to provide Consultant with an affidavit stating that the sub-Consultant does not employ, contract with, or sub-contract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County or any sub-consultants who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-consultant knowingly violated these provisions regarding

employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-consultant.

4. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
5. Consultant acknowledges that, in the event that the County terminates the awarded contract for Consultant's breach of these provision regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that consultant is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

P. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Proposal, the awarded Consultant pledges to perform the specified Services barring any delays due to force majeure events, which are not reasonably foreseeable and are beyond the control of both the awarded Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

PART II: SCOPE OF SERVICES

A. BACKGROUND

On March 21, 2023, the St. Johns County Board of County Commissioners approved a motion to hire a qualified Consultant to update the St. Johns County Comprehensive Plan. This motion included reference to the facilitation of five (5) town hall meetings (one in each district in the County) and a 60-day public review period to solicit input on a public draft version of the comprehensive plan update.

B. SCOPE OF SERVICES

The awarded Consultant shall be responsible for providing any and all labor, materials, systems, expertise, and support necessary to evaluate and update the County's Comprehensive Plan, in accordance with the Evaluation and Appraisal Review process specified by Rule Chapter 73C-49, Florida Administrative Code. which shall include, but is not limited to the following:

1. Review and evaluate the County's existing comprehensive plan and previously approved amendments and variances. Provide recommendations on potential improvements and updates in terms of additional elements and alternative approaches given statutory requirements, policies in the Florida Growth Management Act, and changes in local conditions (e.g., population change).
2. Conduct five (5) information gathering sessions with members of the St. Johns County Board of County Commissioners (one (1) from each district of the county).
3. Facilitate a series of five (5) town hall meetings to solicit public input on potential updates to the comprehensive plan.
4. Review department master plans and conduct multiple workshops with department staff to gather additional information on potential updates to specific elements of the comprehensive plan. Coordinate with staff to finalize specific updates of various plan elements and prepare a draft version of the updated comprehensive plan to be shared publicly to obtain additional feedback.
5. Prepare an economic development element for inclusion in the draft version of the updated comprehensive plan.
6. Provide a 60-day review period allowing for public input on the draft of the comprehensive plans. During this

period, provide multiple media through which comments can be submitted (i.e. emails, mail, and online), and conduct multiple public meetings to collect and compile comments received (both verbal and in writing).

7. Analyze public comments to establish themes and understand specific concerns to be addressed as the draft version of the document moves to final. Coordinate and de-conflict with staff to finalize specific updates for various plan elements to arrive at a final version of the comprehensive plan update.
8. Present the final version of the updated comprehensive plan at the required public hearings, respond to inquiries from board members and the public, and provide consulting services through the entire evaluation appraisal and review process, providing edits and responses as required, until final adoption of the new comprehensive plan.

Additional information resource links:

[2025 Goals, Objectives & Policies \(sjcfl.us\)](http://sjcfl.us)

[2025 Comprehensive Plan Map Series \(st-johns.fl.us\)](http://st-johns.fl.us)

[iMap St. Johns County \(sjcfl.us\)](http://sjcfl.us)

[Development Tracker \(arctgis.com\)](http://arctgis.com)

[PUD Development Activity \(sjcfl.us\)](http://sjcfl.us)

[St. Johns County Utilities Water Quality Report \(arctgis.com\)](http://arctgis.com)

[Data Depot \(sjcfl.us\)](http://sjcfl.us)

[St. Johns County Public Works \(arctgis.com\)](http://arctgis.com)

PART III: PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION

A. RESPONDENT RESPONSIBILITIES

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

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

By submitting a Proposal, each Respondent certifies that he/she has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

Respondents are responsible for complying with all applicable provisions of the St. Johns County Purchasing Policy as well as off applicable rules, laws, codes and ordinances throughout the solicitation process

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondent must meet in order to be considered responsible to perform the work specified in this RFP. Respondent must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must have active registration in the State of Florida, Division of Corporations, and proof of registration must be provided with the submitted Proposal;
2. Must possess a current Local Business Tax Receipt for St. Johns County, or must obtain upon County's issuance of Notice of Intent to Award.

Failure by any Respondent to sufficiently demonstrate material compliance with the minimum qualification requirements stated above, shall result in the Respondent being deemed non-responsible and removed from further consideration.

Minimum qualification requirements must be maintained throughout the duration of an awarded Contract. Failure of an awarded Consultant to maintain the required minimum qualifications shall be grounds for termination.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." 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 County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

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

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded 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.
2. In accordance with Florida law, to the extent that Respondent's performance constitutes an act on behalf of the County, Respondent shall comply with all requirements of Florida's public records law. Specifically, if Respondent is expressly authorized, and acts on behalf of the County under the awarded Agreement, Respondent shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) 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;
 - (c) 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 the awarded Agreement if the Consultant does not transfer the records to the County; and
 - (d) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the Respondent transfers all public records to the County upon completion of the awarded Agreement, the Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Respondent keeps and maintains public records upon completion of this Agreement, the Respondent 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 Respondent to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

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

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents 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.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

F. 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 work as provided herein. Respondents must certify that no person having any such 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, including but not limited to any personal or business association with owners or developers of undeveloped land located within the unincorporated areas of the County, and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest. **Any such request must be submitted to the Designated Point of Contact by or before the deadline for questions as provided herein, or as revised via Addendum, so that the County may review and provide a decision prior to the submittal deadline for Proposals.**

In accordance with Section 112.313, Florida Statutes, Respondents are prohibited from possessing a contractual or employment relationship with any County officer or employee, and must disclose any such relationship in the submitted Proposal. Additionally, Respondents must disclose any ownership interest in the responding firm by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Respondent, or Key Personnel of a Respondent may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents

involved.

G. PROPOSAL SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original hard copy of their Proposal, and one (1) exact electronic PDF copy of the hard-copy original on an unlocked USB Drive, in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation name and title. A mailing label has been provided herein to assist with this process. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to or received by the SJC Purchasing Division due to incorrect packaging or labeling.

Proposals must use 8 ½" x 11" pages, with no less than ½" margins, and 11pt font. CD/DVD is not an acceptable alternative to the USB Drive. All headings, sections, and sub-sections must be appropriately identified.

Submitted Proposals must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any required component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits.

Submitted Proposals must include, at a minimum, the following components, including any and all forms and attachments provided herein, as listed below:

Section 1: Proposal Cover Page and Cover Letter

Respondent must complete and submit the Proposal cover page provided herein, and must also provide a 1-2 page cover letter, which shall include the following:

- Full legal company name; company type (i.e., corporation, partnership, joint venture, etc.)
- Physical street address and mailing address (if different), and include other location(s) which may perform any portion(s) of the services;
- Primary company point of contact information (name, phone number, and email address), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Reason for interest in submitting a response to this solicitation;

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent firm. The Delegation of Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent firm.

Section 2: Company & Staff Qualifications & Resources

Respondent must provide documentation to fully demonstrate the qualifications and abilities of the Respondent, its Key Personnel and members of Respondent's proposed team, including any and all proposed sub-contractors. The information must include, but is not limited to: licensure, certification, education and abilities of the firm(s) and personnel who may perform work if selected.

Claims, Liens, Litigation History – Respondent must provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment "E"**

Certificates of Insurance – Respondent must demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or must provide a certification from a qualified insurance provider stating the Respondent is capable of obtaining the required coverages upon award.

Proposed Sub-Contractors – Respondent must submit any and all proposed sub-contractors intended to perform any aspect of the Services specified herein. Respondent must complete Attachment “H”, along with any and all documentation to demonstrate the qualifications and capabilities of the proposed sub-contractors to perform the Services for which they are proposed. All proposed sub-contractors are subject to approval by the County. If Respondent does not intend to utilize any sub-contractors, Respondent must state that in the submitted Proposal.

The County reserves the right to contact any or all of the entities provided to verify performance information related to the projects submitted for consideration of Related Experience.

Section 3: Related Experience

Respondent must provide documentation to demonstrate sufficient experience to establish capability to successfully perform the required Services. Respondents must submit a list of projects completed in the past five (5) years, which included studies related to comprehensive plan updates, other land development programs, codes, rules, and processes consistent with the Services specified herein. The information submitted must include: owner/agency name, summary of services provided, timeframe of performance, total cost of services provided, and point of contact information, including phone and email address, for owner or agency. Please provide links to documentation of previous related experience as available, including any previously updated Comprehensive Plans that were completed by the Respondent.

Section 4: Approach / Methodology

Respondent must provide a written narrative detailing the Respondent’s proposed approach and methodology for performing the required Services and specific tasks as specified herein and meeting the objective(s) of the County. The narrative must provide details related to the strategies and processes to be utilized for all aspects of the specified Services, and any additional information necessary to provide a clear understanding of how the Respondent intends to perform. Respondent must also provide a proposed schedule for the accomplishment of the specified Services.

Section 5: Proposed Pricing

Respondent must submit a pricing proposal which provides a total cost for performance of all required Services, as specified herein, with a complete breakdown of any and all costs, fees, amounts, charges and expenses related to the performance of the required Services. Failure to provide a total price will be considered a fatal flaw which shall deem the Proposal non-responsive.

Section 6: Local Preference

Respondent must complete and submit Attachment “G” and provide the specified documentation to validate Respondent’s qualification as a Local Business, if applicable. If Respondent is not a Local Business, and is not submitting for consideration of Local Preference, Respondent must only complete and submit Attachment “G”, and no additional documentation is required.

Section 7: Administrative Information

Respondents shall complete and submit all required County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

H. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Division shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Respondent who is deemed non-responsive and any Proposal deemed non-responsive to the requirements of this RFP shall be disqualified and removed from consideration prior to the evaluation. Only those responsive Proposals from responsible Respondents shall be evaluated for consideration of award.

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

I. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals. Evaluators will review and score the submitted, responsive Proposals, individually, with no interaction or communication with any other individual. Evaluators’ scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein.

The Evaluation Committee may consider any evidence available regarding financial, technical, other qualifications and abilities of a Respondent, including past performance (experience) with the County prior to making any recommendation for award, or moving forward with negotiations.

J. EVALUATION CRITERIA AND SCORING

The Evaluation Committee will evaluate and rank submitted Proposals from highest to lowest based upon the specific evaluation criteria and scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
1. Company Background	15
2. Staff Qualifications & Resources	15
3. Related Experience	25
4. Approach/Methodology	30
5. Proposed Pricing	20
6. Local Preference	0 or 10
Total Points:	115
Presentations – Shortlisted Firms (if necessary)	25
Total Points Possible:	140

K. FORMULA FOR EVALUATION OF PRICING:

The proposed pricing submitted by each Respondent shall be scored by the SJC Purchasing Division. The total cost shall be used to score this criterion based upon the formula provided below:

Respondent	Proposed Pricing	Percentage		Weight		Weighted Score
A	\$100,000	100%	X	20	=	10
B	\$125,000	80%	X	20	=	8.6
C	\$250,000	40%	X	20	=	7.5

*Scores for pricing shall be rounded to the first decimal point, as necessary, to differentiate between scores.

L. FORMULA FOR EVALUATION OF LOCAL PREFERENCE

Evidence of Respondent’s qualification as a Local Business in accordance with Section 16.3.1 of the SJC Purchasing Policy, Local Preference, shall be scored by the SJC Purchasing Division. Local Preference shall be scored on a scale of 0-10 points per evaluator. Respondents that meet all qualification criteria as a local business, or qualify for local preference based upon the use of sub-contractors who qualify as a Local Business (and who will perform at least 50% of all Services), will receive 10 points. Respondents that do not meet all qualification criteria as a local business shall receive 0 points.

M. SHORTLIST PRESENTATIONS

Upon evaluation of Proposals, the Evaluation Committee shall determine whether or not presentations are needed from a shortlist of Respondents in order to make a final recommendation. In the event presentations are determined to be necessary, a shortlist of Respondents will be identified. The makeup of the presentations will be provided to the shortlisted Respondents after the initial evaluation meeting. The score for presentations shall be added to the score

for the Proposals, to determine the total score and ranking of the shortlisted Respondents.

N. NEGOTIATIONS AND AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

Upon final evaluation and ranking of the Proposals, including presentations (if applicable), a Notice of Intent to Award will be issued, expressing the County's intent to negotiate and award a Contract.

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Respondent are able to reach an agreement for the required services, and the Board of County Commissioners ("Board") approves the negotiated Contract and the appropriation of funds for the Services herein, a Contract will be executed. If the County and selected Respondent are unable to reach an agreement, the County shall cease negotiations, and initiate negotiations with the next successively ranked Respondent until an agreement can be reached, or it is determined to be in the County's best interest to forego additional negotiations.

L. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County will utilize a Professional Services Agreement on the County's form for the awarded Contract. The term of the awarded Contract shall be determined upon negotiations and agreement by both Parties.

Any contract(s) negotiated with any individual or firm responding to this RFP will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

In the event that an Agreement is attached to the RFP, such attached Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the Board's preference/selection of any proposal, 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 proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

It is 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 proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, services and

organization as prescribed herein. The County may place said Contract on probationary status and implement termination procedures if the County determines that Consultant no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

C. TERMINATION

Failure on the part of the awarded Consultant to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein or as designated in the Agreement, the 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, or take acceptable corrective action, as determined by the County, to address the 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 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 at any time, without cause, upon thirty (30) days written notice to the Consultant.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

E. LICENSES, PERMITS & CERTIFICATIONS

The Consultant shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Consultant shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Consultant, for any lapse in licenses, permits, or certifications required for any portion of the work.

F. INSURANCE REQUIREMENTS

Respondent must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Consultant has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under this Contract do not in any way limit the liability of Consultant including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Consultant may have to the County or others. Nothing in this Contract limits Consultant to the minimum required insurance coverages found in this Article XII.

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers,

employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, Florida Statutes. 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.

Consultant shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Consultant shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The required insurance limits may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier sub-consultant to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier sub-consultant certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

G. INDEMNIFICATION

Consultant shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Consultant further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or

other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Consultant” shall be construed to include, but not be limited to, Consultant, its staff, employees, sub-contractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

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

Consultant’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

Consultant shall further indemnify and hold harmless the County, its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

PART V: ATTACHMENTS / FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are included herein on the following pages:

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

COVER PAGE

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

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

**ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF _____ (Respondent) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (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 _____, 2023.

Signature of Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ (Affiant), who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

**ATTACHMENT "B"
PROPOSAL AFFIDAVIT**

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

At the time the proposal is submitted, the Respondent shall attach to his proposal 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 proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached proposal for the services covered by the RFP documents for **RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES**.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her 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 proposal 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.

(Respondent Firm)

By _____
(Affiant Signature)

(Title)

Date of Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ (Affiant), who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL.

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

**ATTACHMENT "C"
Conflict of Interest Disclosure Form**

Project (RFP) Number/Description: RFP No 23-62; Comprehensive Plan Update Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's 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 are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultant's, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgement when completing work for the benefit of the County.

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

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

Please check the appropriate statement:

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

Legal Name of Respondent: _____

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

_____	_____
Signature	Print Name/Title

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

**ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM**

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

_____ does:
Name of Firm

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

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

Signature

Date

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

ATTACHMENT "E"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction 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 job, been terminated or had a performance/surety bond called to complete a job?

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:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

**ATTACHMENT "F"
E-VERIFY AFFIDAVIT**

STATE OF _____
COUNTY OF _____

I, _____ (Affiant), being duly authorized by and on behalf of _____
(Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 23-62 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any sub-consultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-consultants performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this _____ day of _____, 2023.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ (Affiant), who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

ATTACHMENT G
LOCAL PREFERENCE

Respondents must complete and sign this **Attachment G**, to indicate whether or not the Respondent is submitting for consideration of Local Preference. Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit and attach hereto all documentation required to support consideration as a Local Business, for the Respondent as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified herein.

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Respondent has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Respondent’s principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-consultants.

Respondent must select one of the following, and submit the supporting documentation, as applicable:

Respondent (or proposed Sub-contractors) is a Local Business as defined in Section 16.3.1 of the Policy _____
If Respondent selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business(es) proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is **not** a Local Business as defined in Section 16.3.1 of the Policy _____
If Respondent selects this option, Respondent is NOT seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Representative

Printed Name & Title

Date of Signature

RFP 23-62; COMPREHENSIVE PLAN UPDATE SERVICES

ATTACHMENT "H"
LIST OF PROPOSED SUB-CONTRACTORS

Respondent shall submit any and all sub-contractors proposed to perform any portion of the Services for review/approval by the County. Respondent shall attach any and all applicable licenses or certifications held by the proposed sub-contractor related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Respondent is NOT a Local Business, and/or is NOT self-performing at least 50% of all Services specified under this solicitation, the Respondent must utilize qualified Local Businesses to complete a minimum of 50% of all Services. Any sub-contractors proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Services

SEALED RFP MAILING LABEL

SEALED PROPOSAL • DO NOT OPEN	
SEALED RFP #:	RFP 23-62
RFP TITLE:	COMPREHENSIVE PLAN UPDATE SERVICES
DUE DATE/TIME:	Thursday June 1, 2023 No Later Than 4:00 P.M.
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT