

RESOLUTION NO. 2016-403

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 17-07R AND TO EXECUTE AGREEMENTS FOR DISASTER RECOVERY CONSULTING SERVICES

RECITALS

WHEREAS, the County desires to enter into contract with ARDURRA GROUP LLC to provide Disaster Recovery Consulting services for St. Johns County in accordance with RFP No. 17-07R; and

WHEREAS, the scope of the services will be to provide professional service assistance to support the County's disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all Federal, State, and Local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters in St. Johns County as a result of natural and man-made disaster events; and

WHEREAS, through the County's formal RFP process, ARDURRA GROUP LLC was selected as the highest ranked firm to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, and incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 17-07R to Ardurra Group LLC. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 17-07R.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of December, 2016.

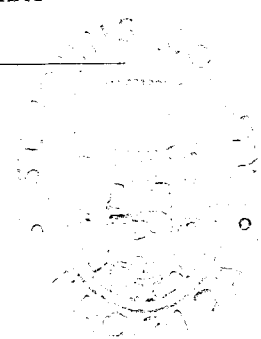
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Helterman Deputy Clerk

RENDITION DATE 12/21/16





CONTRACT AGREEMENT
Master Contract #: _____

This Contract Agreement ("Agreement") is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, ("County"), with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, and _____, ("Consultant"), authorized to do business in the State of Florida, with offices located at _____; Phone: _____; Fax: _____; and Email: _____

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of _____ () calendar years, and may be extended for up to _____ () one year renewal periods, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all _____ Documents and any addenda/exhibits thereto; the Scope of Work; this Agreement, any duly executed amendments, addenda, change orders and/or exhibits hereto; and any and all required insurance.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform _____, as described in the Scope of Work, as proposed by the Consultant, and approved by the St. Johns County Office of Management and Budget in accordance with _____ and as otherwise provided in the Contract Documents.

Services provided by the Consultant shall be under the general direction of St. Johns County Office of Management and Budget or authorized County designee, who shall act as the County's representative during the performance of services under this Agreement.

ARTICLE 4 – SCHEDULE

The Consultant shall perform the required Services according to the schedule approved by the County. No changes to an approved schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Consultant monthly, based upon the annual all-inclusive maximum price as provided herein as Exhibit A-1. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the annual amounts provided on Exhibit A-1 without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County for Services satisfactorily performed, and materials satisfactorily delivered on a monthly basis.

- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
St. Johns County Office of Management and Budget
500 San Sebastian View
St. Augustine, FL 32084
- F. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "final invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six (6) consecutive months during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 9 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 10 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant performance under this Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 12 - INSURANCE

The Consultant shall not commence work under this Agreement 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 Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant 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 Consultant of its liability and obligations under this Agreement.

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

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant 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 Consultant or by anyone directly employed by or contracting with the Consultant.

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

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with

minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant 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 Consultant or by anyone directly or indirectly employed by a Consultant.

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

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

ARTICLE 13 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Consultant and other persons employed or utilized by the Consultant.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third party beneficiary

status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 19 - ARREARS

The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee,

commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 24 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 30 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 31 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

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

and if sent to the Consultant shall be mailed to:

ARTICLE 33 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 34 –PUBLIC RECORDS

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 35 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 36 – USE OF COUNTY LOGO

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

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 38 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

The Consultant's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached as Exhibit B hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Printed Name of County Representative

Signature County Representative

Title of County Representative

Date of Execution

CONSULTANT:

Company Name

Signature of Consultant Representative

Printed Name & Title

Date of Execution

LEGALLY SUFFICIENT:

Sr. Assistant County Attorney

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.

- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 subcontractor 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 subcontractor 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.”

For the purposes of this section, “federally assisted construction contract” means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, “construction work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. Compliance With Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: 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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. Procurement of Recovered Materials.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

December 9, 2016

RE: RFP 17-07R Disaster Recovery Consulting Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to Ardurra Group LLC as the top ranked firm under RFP 17-07R Disaster Recovery Consulting Services. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 2:00PM, Wednesday, December 14, 2016.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

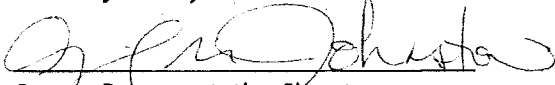
Please forward all correspondence, requests or inquiries directly to my attention, April Johnston, Procurement Coordinator, in the Purchasing Department at ajohnston@sjcfl.us.

If you have any questions regarding this Notice of Intent to Award please contact Joe Giammanco, Purchasing Manager, St. Johns County Purchasing Department at (904) 209-0152.

Sincerely,

St. Johns County

Board of County Commissioners


County Representative Signature

Date: 12/9/16

April Johnston, Procurement Coordinator

Name & Title (Printed)



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Jesse Dunn, OMB
FROM: Joe Giammanco, Purchasing Manager
SUBJECT: RFP 17-07R Disaster Recovery Consulting Services
DATE: December 8, 2016

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval _____ *Jesse Dunn*
Date _____ *12/9/16*
Budget Amount _____ *Hbd*
Account Funding Title _____ *Hurricane Matthew*
Funding Charge Code _____ *0110-53150*
Award to _____ *ARDURRA GROUP*
Award Amount _____ *Hbd*

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: December 8, 2016
 RFP: RFP 17-07R Disaster Recovery
 Consulting Services

FIRM	RATER Dawn Cardenas	RATER Greg Caldwell	RATER Linda Stoughton	RATER Michael Branson	RATER Wade Schroeder	TOTAL	RANK	COMMENTS
Arduora Group LLC	115	112	115	97	113	552	1	
CDR Maguire	113	100	83	86	108	490	2	
Adjusters International	109	86	99	84	92	470	3	
DMS Disaster Consultants	103	88	103	76	93	463	4	
Hagerly Consulting	102	89	82	66	97	436	5	
TLC Engineering	95	105	75	66	88	429	6	
Gulfstream Design Group	59	84	34	60	49	286	7	
Global Reach Contracting and Consulting	44	72	54	47	44	261	8	
Media Systems Productions	61	67	14	54	39	235	9	
Ernst & Young, LLP								NON RESPONSIVE

APPROVED: *Contract Administrator*
 Purchasing Manager

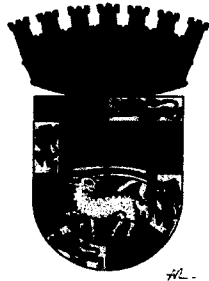
Director of Office of Management & Budget

Gene D. Bell
Gene D. Bell

NOTE: THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM *2:00 PM* December *9th* 2016, UNTIL *2:00 PM* December *14th* 2016.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



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

**RFP NO: 17-07R
REQUEST FOR PROPOSALS**

DISASTER RECOVERY CONSULTING SERVICES

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

FINAL: 11/10/16

**REQUEST FOR PROPOSALS (RFP) NO: 17-07R
DISASTER RECOVERY CONSULTING SERVICES**

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ST. JOHNS COUNTY, FL – RFP NO: 17-07R DISASTER RECOVERY CONSULTING SERVICES

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 17-07R – DISASTER RECOVERY CONSULTING SERVICES**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, December 1, 2016**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

In accordance with Florida Statutes, Section 287.055 Consultant’s Competitive Negotiation Act (CCNA) and with the October 2016 Presidential declaration of a State of Florida major disaster and associated Public Assistance declarations for St. Johns County (Categories A-G), the St. Johns County Board of County Commissioners seeks professional service assistance to support the County’s disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency’s (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all Federal, State, and Local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and Hazard Mitigation Programs.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document **#17-07R**. 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 Proposal shall be **submitted in writing** by or before close of business (5:00PM) on **Monday, November 21, 2016**.

Contact Information: Karen Fullerton, Procurement Supervisor	AND	April Johnston, Procurement Coordinator
SJC Purchasing Department		SJC Purchasing Department
500 San Sebastian View		500 San Sebastian View
St. Augustine FL 32084		St Augustine FL 32084
Email: kfullerton@sjcfl.us		Ajohnston@sjcfl.us
Fax: (904) 209-0163		Fax: (904)209-0157

Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. All inquiries will be routed to the appropriate staff member for response.

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 17-07R - DISASTER RECOVERY CONSULTING SERVICES**. Each package submitted must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal and one (1) electronic disc OR one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information.

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

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP 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 disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition,

SERVICES:

1. Each package submitted must also have the respondent’s company name and mailing address marked plainly on the exterior of the envelope/container.
2. Affix label, found at the end of this RFP document, to sealed envelope/container.

F. Evaluation of Responses:

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFP packages submitted, a copy of the RFP document with all issued Addenda, and an Evaluator’s Score Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each Respondent shall be recorded on the Evaluator’s Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the firms’ scores highest to lowest.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

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

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

G. Evaluation Criteria:

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

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

<u>Evaluation Criteria:</u>	<u>Maximum Points Per Evaluator:</u>
A. Qualifications and Experience	40
B. Proposed Strategy & Technical Approach	25
C. Auditing History	30
D. Socioeconomic Contractors	5
E. Proposed Pricing	20
Total Maximum Points Possible: 120	

H. Contract Award:

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

I. Contract Performance:

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

PART III: GENERAL REQUIREMENTS

A. Background:

With the October 2016 Presidential declaration of a State of Florida major disaster and associated Public Assistance declarations for St. Johns County [Categories A – G], the St. Johns County Board of County Commissioners seeks professional service assistance to support the County’s disaster recovery, to expedite financial recovery and mitigation

through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all Federal, State, and Local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and Hazard Mitigation Programs.

B. Scope of Work:

Specific tasks include the following:

FEMA Public Assistance Advisory Services

Must possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

Develop a process/system for St. Johns County, from inception through the project closeout, to prepare and submit its PA program including documentation, procurement and contract, payroll, and grant submission support.

Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment. This should include processes for disaster debris monitoring services.

Attend all meetings with FEMA, State and insurance representatives, as well as regular participation with the County's designated FEMA workgroup.

Identify and communicate risks within our operation that could preclude our ability to optimize reimbursement.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

Financial, Payroll, and Grant Management

Ensure County disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the County through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of County personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the County through FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured.

Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Procurement and Contract Management/Monitoring Support

Ensure County disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State or other agencies.

Possess the expertise to assist in the review of County Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies.

Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Information Technology & Data Management

Possess the expertise to assist County staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the County to properly collect data and document information as necessary to optimize compliance with FEMA, State, or other agencies.

Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Insurance and Other Funding Support

Review and understand the County's insurance coverage in order to ensure the County's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, State, or other agencies.

Develop process to assist the County in routing eligible expenses correctly including insurance coverage guidelines.

Possess the expertise to assist the County with identifying other disaster recovery funding opportunities including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

Hazard Mitigation Support

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the County is preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure County hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, State or other agencies.

Emergency Management Support Services

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

Disaster Recovery Engineering Related Services Support

1. Design Services to include the following activities:

- a) Planning, procuring (2 CFR 200 compliant), and/or preparing necessary engineering plans, surveys, including photogrammetric and Geographic Information Services, environmental studies, and geotechnical investigations required for design considerations.
- b) At the County's request, prepare conceptual repair estimates that may assist with FEMA funding obligation. Such estimates may include the cost to implement an exact replacement, repair versus replace comparisons, etc.

2. Construction to include the following activities:

- a) Assist St Johns County with the construction bid package in conformance with 2 CFR 200 federal requirements and supervising the bid advertising, tabulation, and award process, including preparing the advertisements for bid solicitation, conducting the bid opening, and issuing the notice to proceed.
- b) Respond to Request(s) for Information on an as-needed basis.

CFR 200 Compliance Language

1. Procurements

While assisting the County with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

2. Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the County. All direct project costs will be concisely billed to specific project codes established by the County. Vendor invoices will be categorized by: project code and must include:

- Name
- Position
- Billing Rate
- Total Hours, and
- Costs

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Suspension and Debarment

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

C. Sub-Contractors:

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.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for

selection, subcontractor compensation, and subcontractor billing rate. At the County's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

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 furnish and perform the work proposed.

Prior to the award of the 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-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) 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 Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent 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.

PART IV: CONTRACT REQUIREMENTS

A. Insurance Requirements:

The CONSULTANT 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 CONSULTANT shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by a CONSULTANT.

The CONSULTANT 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 CONSULTANT 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.

B. 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.

C. Contract Agreement & Term:

The intent of St Johns County 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 that St. Johns County will issue a professional services contract for the duration of the project. The initial contract term shall be for a period of five (5) years, providing satisfactory performance has been maintained by the Consultant, and availability funds. The contract may be renewed in one (1) year increments, for a period of two (2) one-year renewals. The County reserves the right to renew the contract beyond the two (2) one-year renewals if it serves the best interest of the County.

In the event that a Contract Agreement is attached to the RFP, such attached Contract 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 (Board's) preference/selection of any proposal 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 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.

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 Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

E. 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.

F. Indemnification:

To the fullest extent permitted by law, the Consultant 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 Subconsultant, 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 Subconsultant, 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-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

G. Trade Secrets:

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked 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 office or 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 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.

H. Public Records:

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

I. Use of County Logo:

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

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposal. 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 reimbursement 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 RFP Packages received in response to this Request for Proposal 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 an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposal, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. RFP Package Submittal Format:

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

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Cover Page
2	Cover Letter
3	Qualifications and Experience
4	Proposed Strategy and Technical Approach
5	Auditing History
6	Proposed Pricing
7	Socioeconomic Contractors
8	Administrative Information

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original and one (1) electronic disc OR one (1) USB flash drive containing one (1) Color PDF of the original documents on 8 1/2" X 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style and 12 size font. Additionally, all headings, sections and sub-sections shall be identified appropriately. All documentation shall be **exact order and format as shown below**. No exceptions to this format will be accepted.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Should a package be submitted with the County's seal/logo included, the County reserves the right to find the submitting firm non-responsive to the requirements stated herein, which may result in the respondent being removed from consideration for award of a contract under this RFP.

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

Section 1: RFP Cover Page (Complete and Submit)

Section 2: Cover Letter

Provide a cover letter, **not exceeding two pages**, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster recovery consulting services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate;

Section 3: Qualifications and Experience

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster recovery consulting services in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)
- Include a list of Sub-Contractors with credentials and related experience

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the County in responding to the FEMA Major Disaster DR-4283 event. The respondent shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining FEMA and other federal program reimbursements.

Section 6: Proposed Pricing

In this section, each Respondent shall fill out and submit the proposed rates on the Rate Sheet provided herein. Any and all positions, that may perform any work required under the scope of services should be included in this rate sheet. Proposed Base Rates, Fringe & Overhead, Profit, and Proposed Billing Rates shall be provided by each Respondent. For evaluation purposes, the County will calculate an average base rate for each respondent, using all of the proposed base rates submitted on the rate sheet. Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the formula provided herein (see p. 15).

Section 7: Socioeconomic Contractors

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

Section 8: Administrative Information

Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form
- Acknowledged Addenda

PART VI: EVALUATION CRITERIA AND SCORE SHEET EXAMPLE

**Purchasing Department
St. Johns County Board of County Commissioners
Definitions of Evaluation Criteria**

A. Qualifications and Experience

The respondent provides firm and staff qualifications and demonstrates the firm’s prior experience in providing consulting services and its familiarity with FEMA and other federal programs. Respondent clearly demonstrates an understanding of the scope of work and other technical or legal issues related to the project. Provides a history of any litigation within the past five (5) years arising out of the firm’s performance as it relates to the scope of services being solicited.

This will be graded on a 0 – 40 scale.

B. Proposed Strategy & Technical Approach

The respondent provides the firm’s proposed strategy in representing the County in responding to the FEMA Major Disaster DR-4283 event. The respondent provides the firm’s technical approach to perform the scope of services requested including procedures, methodologies, resources, systems, etc.

This will be graded on a 0 – 25 scale.

C. Auditing History

Respondent demonstrates the firm’s prior experience in defending and maintaining FEMA and other federal program reimbursements.

This will be graded on a 0 – 30 scale.

D. Socioeconomic Contractor

If the respondent provides a current copy of certificate of MBE/WBE/DBE, 5 points will be given to the firm.

This will be graded on a 0 – 05 scale.

E. Proposed Pricing : This will be graded on a 0 – 20 scale.

For evaluation purposes, the County will calculate an average base rate for each respondent, using all of the proposed base rates submitted on the rate sheet. Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the formula provided below.

Vendor	Average Proposed Base Price	Percentage	By	Weight	Equals	Weighted Score***
A	\$50.00	100	X	20	=	20
B	\$60.00	83*	X	20	=	17
C	\$80.00	63**	X	20	=	13

* Vendor B’s percentage is $\$50.00 \div \$60.00 = 83\%$

** Vendor C’s percentage is $\$50.00 \div \$80.00 = 63\%$

*** Weighted Score shall be rounded to nearest whole number

PART VII: – ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 17-07R
DISASTER RECOVERY CONSULTING SERVICES**

COVER PAGE

**SUBMIT ONE (1) ORIGINAL AND ONE (1) ELECTRONIC DISC OR ONE (1) USB FLASH DRIVE
CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Karen Fullerton, Procurement Supervisor**

COMPANY NAME: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO: 17-07R
DISASTER RECOVERY CONSULTING SERVICES**

Company Name: _____

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

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

_____ does:

Name of Firm

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

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

Signature

Date

**REQUEST FOR PROPOSALS (RFP) NO: 17-07R
DISASTER RECOVERY CONSULTING SERVICES**

AFFIDAVIT

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

At the time the proposal is submitted, the Respondent shall attach to his 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.

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 proposal for the services covered by the RFP documents for RFP No: 17-07R DISASTER RECOVERY CONSULTING SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's 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.

(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:

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

**REQUEST FOR PROPOSALS (RFP) NO: 17-07R
DISASTER RECOVERY CONSULTING SERVICES**

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, unmatured 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:

**REQUEST FOR PROPOSALS (RFP) NO: 17-07R
DISASTER RECOVERY CONSULTING SERVICES**

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

Project (RFQ, RFP, BID) Number/Description: _____

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 consultant's/contractor'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, 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

PART VIII: OPTIONAL CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO: 17-07R
DISASTER RECOVERY CONSULTING SERVICES**


SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Cover Page		
Section 2	Cover Letter		
Section 3	Qualifications and Experience		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
	List of Sub-Contractors with credentials & related experience		
Section 4	Proposed Strategy & Technical Approach		
Section 5	Auditing History		
Section 6	Proposed Pricing / Rate Sheet Attachment "A"		
Section 7	Socioeconomic Contractors		
Section 8	Administrative Information (include the following):		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Acknowledged Addenda		

PART IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 17-07R
DISASTER RECOVERY CONSULTING SERVICES**

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

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	RFP 17-07R
RFP TITLE:	DISASTER RECOVERY CONSULTING SERVICES
DUE DATE/TIME:	By 4:00PM – December 1, 2016
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Karen Fullerton 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

November 23, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP No. 17-07R Disaster Recovery Consulting Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine FL 32084.

Clarifications:

As a point of clarification, no previous Addendum have been issued for RFP 17-07R.

Questions:

1. Regarding the referenced RFP, and after careful review of the scoring criteria for Proposed Pricing (Pg 14 of the RFP) and the Rate Sheet provided by the County (as issued as Addendum #1 on DemandStar), we seek further explanation or instruction as to how the Rate Sheet should be completed.

The rate sheet is to be filled out by Classification (Position Title), i.e. Project Manager, etc. The Requested Billing Rate will equal the base rate (actual hourly wage) for each classification, plus fringe and overhead, plus profit. Fully loaded proposed rates for labor classifications will not be acceptable. The Requested Billing Rate must be broken down.

2. Under CFR 200 Compliance Language, please further define indirect billing. Does the County define project management services as indirect billing? Further, is it the expectation of the County that the vendor will use the County's internal accounting system for this initiative?

Any indirect costs must be previously approved by the County. Project management pertaining to specific projects is considered direct cost. No, the vendor will not use the County's internal accounting system for this initiative. However, all accounting related to this disaster recovery project will be captured within the County's accounting system and can be provided to the vendor.

3. In Section 5, Auditing History, please provide further detail as to what the County seeks the vendor to demonstrate. Is this specific to maintaining or increasing the value of federal grants awarded to previous clients or is this specific to supporting federal audits? What documentation or detail does the County seek to support our successful experience in this area?

The County is requesting documentation regarding audit outcomes from previous projects the consultant has worked on. Documentation can include, but is not limited to, previous project audit history and results of any audits.

4. In Section 6, Proposed Pricing, as a small consulting firm, we are not required to maintain an accounting system that separately accounts for fringe, overhead, and profit. Will the County accept fully loaded proposed rates for labor categories? In addition, will the County allow for out-of-state travel to support the contract separate from hourly rates?

The County will not accept fully loaded proposed rates for labor classifications. The Requested Billing Rate must be broken out. Yes, travel expenses are reimbursable at the actual costs.

5. Document 17-07R_Rate_Sheet indicates a "***" in the profit column. However, there is not an explanation for the "***" as there is one for the "***" in the Base Rate column. Is there supposed to be a note for this indication?

There are no notes for Profit. Those asterisks are an error.

6. Would the county be willing to specify the exact positions and total numbers of estimated hours for each so that all pricing can be compared on equal grounds. For example, in this scenario one can add a number of junior positions just to drive the number down, even though they would never be utilized.

The vendor shall include positions, from the top down, to encompass all positions that may be needed to complete the required scope of work.

The following is a sample of a top down list of employees. This is an example only and does not reflect positions that must be submitted. These positions are from another type of scope of work.

Employee (optional)	Classification
	Project Manager
Chief Engineers	Senior Professional II
Sr. Eng.; Sr. Scientists	Senior Professional I
Pr. Eng.; Scientists	Project Professional
Reg. Eng; Env. Specialists	Professional II
Eng. Interns; Analysts	Professional I
Designers; CADD Techs	Designer / CADD Tech
Field Inspector	Field Inspector
Support Staff	Secretary / Clerical

7. This pricing strategy does not allow for GSA approved travel and reimbursement rates. Will that be a consideration when finalizing pricing negotiation with the selected contractor?

The County does not allow for GSA approved travel reimbursement rates. The current rates approved by the County and part of the County Purchasing Manual is .445/per mile. Other travel related expenses are reimbursable at the actual costs.

8. Page 12, first paragraph of section 3: Qualifications and Experience reads "Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited". Does this include subcontractors or just for the prime? Would this pertain to other departments within the company that would have a direct relation to the scope of work, but the litigation is related to a project not within the scope of work? For example, a company may provide engineers and staff that would be able to assist with the Disaster Recovery Engineering Related Services Support scope of services. But any potential litigation from that department would be pertaining to projects that were not disaster recovery related.

If the company and/or staff are currently involved in any active litigation, it must be disclosed.

9. Does the WBE/MBE/DBE need to be accredited and verified through the State or County? Are these points only eligible if the Prime is a WBE/MBE/DBE or can a sub's qualifications be utilized?

Any firm participating in this RFP would need to be accredited and verified through the State or County. If the prime or sub is accredited and verified for WBE/MBE/DBE, the points will be given.

10. Page 12, Part C states documents "typewritten with Times New Roman and 12 size font. Additionally, all headings, sections and sub sections shall be identified appropriately". Are the headings, sections and sub sections an exception to the 12 point font or will these remain in a 12 point font but be identified via a different method?

The entire document is to be 12 point font. Any headings, sections, or sub-sections shall be identified.

RFP Contact Information for Questions Modification:

Please send all questions and requests in writing to April Johnston, Procurement Coordinator, ajohnston@sjcfl.us.

RFP Due Date remains December 1, 2016 at 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1