

RESOLUTION NO. 2015 - 184

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO AWARD RFQ NO. 15-59 AND TO EXECUTE AGREEMENTS FOR APPRAISAL AND APPRAISAL RELATED SERVICES**

**RECITALS**

**WHEREAS**, the County desires to enter into contracts with the top five (5) ranked firms to provide Appraisal and Appraisal Related Services for St. Johns County in accordance with RFQ No. 15-59; and

**WHEREAS**, the scope of the services will be provided on an as-needed basis and issued pursuant to a task order for each project; and

**WHEREAS**, through the County's formal RFQ process, five (5) firms were selected as the most qualified respondents 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 further 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 his designee, is hereby authorized to award RFQ 15-59 to the top five (5) ranked respondents.

Section 3. Upon successful negotiations, the County Administrator, or his 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 RFQ 15-59.

Section 4. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, 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 21 day of July, 2015.

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

By: [Signature]  
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk  
By: [Signature]  
Deputy Clerk

RENDITION DATE 7/23/15



**CONTINUING CONTRACT  
FOR RFQ 15-59  
APPRAISAL AND APPRAISAL RELATED SERVICES  
ST. JOHNS COUNTY, FLORIDA  
MASTER CONTRACT 15-MAS-XXX-XXXX**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between St. Johns County, a political subdivision of the state of Florida, hereinafter referred to as the COUNTY, and **Insert Company Name Here**.  an individual,  a corporation,  a partnership, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is: **Company Address; Phone; Fax**. In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 – CONTRACT DOCUMENTS**

The term CONTRACT DOCUMENTS means and includes the following:

1. RFQ DOCUMENTS AND ALL ADDENDA (EXHIBIT A)
2. CONSULTANT'S RESPONSE TO RFQ AND PROPOSAL (EXHIBIT B)
3. CONTINUING CONTRACT AGREEMENT NUMBER **15-MAS-XXX-XXXX**
4. ATTACHMENTS
5. NOTICE OF AWARD
6. INSURANCE CERTIFICATES
7. CONSULTANT PERFORMANCE REVIEW
8. TASK ORDERS
9. CHANGE ORDERS
10. AMENDMENTS
11. CONSULTANT'S RATE SHEET / FEE SCHEDULE (EXHIBIT C)

**ARTICLE 2 – SERVICES**

- a. The CONSULTANT's responsibility under this Contract is to provide professional and consultation services as set forth in Exhibits A and B in the area of **Appraisal and Appraisal Related Services for St. Johns County** on an as-needed basis for the duration of this Contract (the Services). The scope of such Services shall be detailed and performed in accordance with the provisions of a Task Order issued by the County for each project, and subject to the terms and conditions contained in the Contract Documents. Each Task Order issued under this Contract shall identify a representative of the COUNTY who shall provide direction to CONSULTANT in connection with services performed under the Task Order (the County Representative).
- b. The CONSULTANT shall perform the Services under the general direction of the County Representative.
- c. For each project, the CONSULTANT shall submit to the County Representative a detailed scope of work, a detailed cost estimate, and a project schedule on the CONSULTANT's letterhead. If a subcontractor is performing any work related to the Services, then the CONSULTANT shall submit documentation of the subcontractor's services and fees.

**ARTICLE 3 – SCHEDULE** - The COUNTY and the CONSULTANT shall mutually approve each project schedule. Upon mutual approval, the project schedule shall be attached to and incorporated into each Task Order.

**ARTICLE 4 – COMPENSATION and BILLING/INVOICING**

- a. The COUNTY shall pay as compensation to the CONSULTANT for services satisfactorily performed, in accordance with the terms, rates and fees provided in each Task Order issued.
- b. It is expressly understood that the CONSULTANT's compensation is based upon the CONSULTANT adhering to performance of the Services detailed in the Contract Documents. As such, the CONSULTANT's compensation is dependent upon satisfactory performance and delivery of all work product and deliverables noted in the Contract Documents.
- c. To the extent that the CONSULTANT is not in violation with any material aspect of this Agreement, and has not received a notice of termination of this Contract from the County, then the CONSULTANT may bill the County in accordance with the payment schedule provided in each issued Task Order.
- d. Although there is no billing form or format pre-approved by either the COUNTY, or the CONSULTANT, bills submitted by the CONSULTANT shall reference this Contract, the applicable Task Order number and a detailed written report of the work completed in connection with the Services. A sample billing form is attached to this

Contract as EXHIBIT D. The CONSULTANT is not required to use the sample billing form; however, if a bill from the CONSULTANT does not contain sufficient information to connect it to work performed pursuant to this agreement, the County may return the bill to the CONSULTANT, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill.

- e. Bills shall be delivered to the County Representative unless the County Representative directs the CONSULTANT in writing to deliver the bills elsewhere.
- f. Upon receipt and verification of the CONSULTANT's bill, the County shall process the bill, and forward payment to the CONSULTANT within thirty (30) days of verification.
- g. In order for both parties to close their books and records, the CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final billing to the COUNTY for any Task Order issued under this Contract, and indicate that all Services under that Task Order have been performed, all charges and costs for the Task Order have been invoiced to St. Johns County, and there is no further work to be performed under the Task Order.
- h. Acceptance of the final payment by the CONSULTANT shall constitute a release of all claims against the COUNTY arising from this Contract.
- i. Labor Unit rates established on the Effective Date of this Contract may be adjusted once annually and shall be reflected in the first Task Order issued after each anniversary date (12 calendar months) of this Contract. The reference index used to determine the amount of rate adjustment shall be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. City Average, published immediately prior to the contract anniversary date. The current index, **Month, Year is XXX.XXX**.

**ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE** - By executing this Contract, the CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation provided in this Contract are accurate, complete, and current as of the Effective Date of this Contract. Such rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates, factual unit costs, or inaccurate representations of fees paid to outside consultants. The COUNTY may exercise its rights under this Article within one (1) year following the end of this Contract.

**ARTICLE 6 – TERMINATION**

- a. This Agreement may be terminated upon either the COUNTY or the CONSULTANT providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the COUNTY or the CONSULTANT intends to terminate this Contract no less than thirty (30) days from the date of notification and shall provide a date of termination. Consistent with other provisions of this Contract, the CONSULTANT shall be compensated for any services or expenses that are both authorized under this Contract and that are performed or accrue up to the termination of this Contract.
- b. Upon the CONSULTANT's receipt a Notice of Termination by the COUNTY, except as otherwise directed by the COUNTY, the CONSULTANT shall:
  - i. Stop work on the date and to the extent specified;
  - ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - iii. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY; and
  - iv. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 7 – PERSONNEL**

- a. The CONSULTANT represents that it has or that it shall secure, at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- b. All of the Services required hereunder shall be performed by the CONSULTANT or under the CONSULTANT's supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable State and Local law to perform such Services.
- c. Any changes or substitutions in the CONSULTANT's key personnel, as listed in **Exhibit C**, must be made known to the COUNTY in accordance with Article 32 of this Contract, and written approval must be granted by the COUNTY before said change or substitution may become effective.
- d. The CONSULTANT agrees that all Services shall be performed by skilled and competent personnel in a manner consistent with that degree of care and skill ordinarily used by members of the same profession currently practicing under similar circumstances.

**ARTICLE 8 – SUBCONTRACTING**

- a. The CONSULTANT shall obtain the COUNTY’s consent prior to engaging any subcontractor to perform work under this Agreement. Such consent shall not be unreasonably withheld. The COUNTY reserves the right to accept the use of a 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 properly the Services described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.
- b. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 9 - FEDERAL AND STATE TAX**

- a. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY shall provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY’s Tax Exemption Number in securing such materials.
- b. The CONSULTANT shall be solely responsible for payment of CONSULTANT’s FICA and Social Security benefits with respect to performance under this Contract.

**ARTICLE 10 - AVAILABILITY OF FUNDS** - The CONSULTANT acknowledges that the COUNTY’s obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this agreement shall not exceed the amount appropriated in the COUNTY’s budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this contract during any given fiscal year.

**ARTICLE 11 - INSURANCE** - The CONSULTANT shall not commence work under this Contract until it 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 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

- a. Insurance Requirements: 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 employees.

- b. In the event of unusual circumstances, the County Administrator, or his designee, may adjust the insurance requirements contained herein. In such event, the COUNTY shall provide written notice of the required adjustment to the CONTRACTOR as provided in Article 32 of this Contract.

**ARTICLE 12 – INDEMNIFICATION** - The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. Said indemnification shall apply to any legal, equitable, or administrative action arising under this agreement, including any alternative dispute resolution proceeding.

**ARTICLE 13 - 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 Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract 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 14 – 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 nor 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 15 - CONFLICT OF INTEREST** - The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, 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 Contract.

**ARTICLE 16 - 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 emissive 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 any other affected provision of this Contract 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 17 – 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 Contract.

**ARTICLE 18 - 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 Contract.

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 Contract or at the COUNTY's expense shall be and shall remain COUNTY 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 Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 19 – 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 the CONSULTANT's performance under this Agreement constitutes an act on behalf of the County, the CONSULTANT shall provide access to all public records made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is expressly authorized, and acts on behalf of the County under this Agreement, the CONSULTANT shall:
  - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) meet all requirements for retaining public records, and transfer at the CONSULTANT's sole cost and expense, all public records in the possession of the CONSULTANT upon termination of this Agreement. The CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

- c. Failure by the CONSULTANT to grant such public access shall be cause for unilateral termination of this Agreement by the County. The CONSULTANT shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the CONSULTANT's possession and shall promptly provide the County a copy of the CONSULTANT's response to each such request.

**ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP** - The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract 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 21 - CONTINGENT FEES** – Pursuant to the requirements of Section 287.055(6), Florida Statutes, 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 Contract 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 Contract. Violation of this Article shall be grounds for termination of this Contract. If this Contract is terminated for violation of this Article, the COUNTY may deduct from the CONSULTANT's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

**ARTICLE 22 - ACCESS AND AUDITS** - The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Services for at least three (3) years after completion of this Contract. 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 23 – 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 24 - ENTIRETY OF CONTRACTUAL AGREEMENT** - The COUNTY and the CONSULTANT agree that the Contract Documents identified in Article 1 of this document set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This contract shall be in effect for **three (3)** years from the day of acceptance by the County, and may be extended after negotiations with the CONSULTANT, if approved by the County for **three (3)** additional one year increments. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 25 - ENFORCEMENT COSTS** - If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, 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 26 - AUTHORITY TO PRACTICE** - The CONSULTANT hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times conduct its business activities in a reputable manner.

**ARTICLE 27 – SEVERABILITY** - If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent

permitted by law.

**ARTICLE 28 - AMENDMENTS AND MODIFICATIONS** - No Task Orders or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a Change Order or Task Order.

The COUNTY reserves the right to make changes in the Services, 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 Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Services affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Task Order Amendment for changes to a task in progress or a contract change order if the original contract is to be changed or amended and the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

**ARTICLE 29 - ENUMERATION OF CONTRACT DOCUMENTS** - The Contract Documents, except for modifications issued after execution of this Agreement, shall be enumerated in each Task Order.

**ARTICLE 30 - FLORIDA LAW** - This Contract shall be governed by the laws of the State of Florida. Venue for any legal, equitable, or administrative action arising under this Contract shall lie exclusively in St. Johns County.

**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. However, nothing shall prevent the COUNTY from engaging in binding arbitration in connection with this Contract if it chooses to do so.

**ARTICLE 32– NOTICE** - Except as otherwise provided in this Contract, all notices required in this Contract shall be sent by United States Postal Service, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department  
Attn: Karen R. Fullerton, Contract Coordinator  
500 San Sebastian View  
St. Augustine Florida 32084

and if sent to the CONSULTANT shall be mailed to:

Firm Name, Inc.  
Street Address  
City, State, Zip  
Attn: Firm Contact Person

**ARTICLE 33 – HEADINGS** - The headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

**ARTICLE 34 – EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS** – The failure of either party to insist upon strict performance of any provision set forth in the Contract Documents, or any Task Order issued pursuant to this Contract, shall not be construed as a waiver of such provision on any subsequent occasion.

**ARTICLE 35 – TIME** - Time is of the essence with respect to this Contract.



IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year above written.

COUNTY

CONSULTANT

St. Johns County, Florida  
(Typed Name)

(Insert Consultant Name Here) Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Dawn Cardenas, Purchasing Manager  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

Cheryl Strickland, Clerk of Courts

Legally Sufficient:

By: \_\_\_\_\_ Seal  
Deputy Clerk

By: \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date of Execution

Date: \_\_\_\_\_

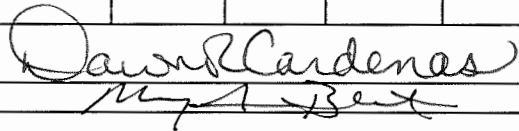
## EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: May 28, 2015  
 RFP: RFP 15-59 Appraisal and Appraisal  
 Related Services

FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	RANK	COMMENTS
	Debbie Taylor	Doug Tarbox	Gail Oliver	Rachel Garvey	Teri Shoemaker			
Florida Valuation Group, Inc.	87	101	87	75	74	424	4	
Integra Realty Resources	79	87	85	65	55	371	5	
Lampe Roy & Associates, Inc.	89	103	89	80	98	459	2	
Pomeroy Appraisal Associates	87	102	88	65	91	433	3	
Weigel-Veasey Appraisers, Inc.	88	103	91	85	93	460	1	

APPROVED: Purchasing Manager  
 Director, Land Management Systems

*Dawn Cardenas*  


**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 10:00 a.m. May 29, 2015, UNTIL 10:00 a.m. June 3, 2015

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**

**RFQ NO: 15-59  
REQUEST FOR QUALIFICATIONS**

**APPRAISAL AND APPRAISAL RELATED SERVICES  
CONTINUING CONTRACT**

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

**FINAL: 4/13/15**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 15-59  
APPRAISAL AND APPRAISAL RELATED SERVICES**

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**ST. JOHNS COUNTY, FL – RFQ NO: 15-59; APPRAISAL AND APPRAISAL RELATED SERVICES**

**PART I - ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 15-59; Appraisal and Appraisal Related Services**. Interested and qualified respondents may submit RFQ Packages according to the requirements described herein to the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, FL 32084. All RFQ Packages are due by or before 4:00PM (EST) on **Thursday, May 14, 2015**. Any packages delivered to or received by the SJC Purchasing Department 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), St. Johns County Board of Commissioners solicits responses from qualified and experienced firms to provide Real Estate Appraisal Services to St. Johns County on a Continuing Services Contract. Services shall include selected appraisal reports for estimates of market value of all real estate interests pertinent to assigned projects, preparing appraisal reviews (if qualified) of project parcels as assigned, preparing cost estimates for projects as requested, and other miscellaneous appraisal related services that the County shall deem appropriate. It is anticipated that more than one contract will be issued to provide flexibility in scheduling of work. All services shall be performed and all appraisal reports, update reports, data books, review appraisals and other assignments shall be prepared in conformance with the Uniform Standards of Professional Appraisal Practices (USPAP).

RFQ Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and request Document **#15-59**. 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, upon request via email at [kfullerton@sjcfl.us](mailto:kfullerton@sjcfl.us) or fax to (904) 209-0163. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions related to the RFQ should be directed, ***in writing***, to Karen Fullerton, Contract Coordinator via email at [kfullerton@sjcfl.us](mailto:kfullerton@sjcfl.us), fax to (904) 209-0163, or postal mail to SJC Purchasing, at 500 San Sebastian View, St. Augustine, FL 32084. Inquiries and questions **must** be submitted ***in writing*** via fax, letter or email to the party shown above and received no later than close of business (5:00PM) on Thursday, April 30, 2015, to allow adequate time for response and/or an addendum. **Interested vendors may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFQ. All inquires will be routed to the appropriate staff member for response.**

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ 15-59: APPRAISAL AND APPRAISAL RELATED 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 and five (5) copies, for a total of six (6) sets, of the RFQ Package which shall include all required documents and any supplemental information.

**Deliver or Ship RFQ 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 RFQ 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 qualifications 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, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County’s Purchasing Manual. All of the terms and conditions of the County’s Purchasing Manual are incorporated by reference and are fully binding.

## **PART II: INTRODUCTION**

### **A. Purpose:**

St. Johns County Purchasing Department on behalf of St. Johns County Land Management Systems/Real Estate solicits responses from qualified and experienced firms to provide Appraisal and Appraisal Related Services on a Continuing Services Contract.

### **B. RFQ Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Qualifications must be directed, *in writing*, to Karen Fullerton, Contract Coordinator, SJC Purchasing Department, via email to [kfullerton@sjcfl.us](mailto:kfullerton@sjcfl.us), fax to (904) 209-0163, or via USPS delivered to 500 San Sebastian View, St. Augustine, FL 32084. Questions must be submitted as stated above, by or before close of business (5:00PM) on Thursday, April 30, 2015, to allow adequate time for response and/or an addendum. **Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

### **C. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

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

### **D. Due Date & Location:**

Packages submitted in response to this Request for Qualifications must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, May 14, 2015**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

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

### **E. RFQ Response Packaging Instructions:**

RFQ Packages must be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: "**RFQ No: 15-59; APPRAISAL AND APPRAISAL RELATED SERVICES**". Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container. Each package must consist of one (1) original and five (5) copies, for a total of six (6) sets, of the respondent's proposal, which shall include all required documents and any supplemental information.

### **F. Evaluation of Responses:**

All properly submitted RFQ Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFQ Packages submitted, a copy of the RFQ Document with all issued Addenda, an Evaluator's Score Sheet, and Evaluator's Score Narrative Sheet. The Team shall then evaluate each RFQ Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFQ 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 firms whose proposals best serve the interests of the County.

**G. Evaluation Criteria:**

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

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

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Compliance with RFQ Instructions	05
B. Technical Expertise	20
C. Equipment and Software	10
D. Quality Control	20
E. Staff Qualifications and Project Team	15
F. Experience with Similar Projects	15
G. Schedule and Availability	10
H. Other Services	10

**H. Contract Award:**

It is anticipated that St. Johns County will issue a professional services continuing contract with one or more individual(s) or firm(s). Any contract(s) negotiated with any individual(s) or firm(s) responding to this Request for Qualifications will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

**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 RFQ evaluation period in order to comply with this demonstration of competency section.

**PART III: GENERAL REQUIREMENTS**

**A. Scope of Work:**

In accordance with Florida Statutes, Section 287.055 Consultant’s Competitive Negotiation Act (CCNA), St. Johns County Board of Commissioners solicits responses from qualified and experienced firms to provide Real Estate Appraisal Services to St. Johns County on a Continuing Services Contract. Services shall include selected appraisal reports for estimates of market value of all real estate interests pertinent to assigned projects, preparing appraisal reviews (if qualified) of project parcels as assigned, preparing cost estimates for projects as requested, and other miscellaneous appraisal related services that the County shall deem appropriate. It is anticipated that more than one contract will be issued to provide flexibility in scheduling of work. All services shall be performed and all appraisal reports, update reports, data books, review appraisals and other assignments shall be prepared in conformance with the Uniform Standards of Professional Appraisal Practices (USPAP).

Anticipated Services required, but not limited to:

- Appraisal Reports prepared according to USPAP
- Appraisal Reviews
- Consulting Services
- Cost Estimate

**B. Sub-Consultants:**

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



Each Respondent shall submit a list of proposed sub-contracts to be used if awarded the contract. Each Respondent must provide a list of Sub-Consultants, under Section 7: Staff Qualifications and Project Team, and attach a copy of any and all licenses and certificates for each sub-consultant listed and submit with each copy of the RFQ Package. If no sub-contracts 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-contracts 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 RFQ 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-contracts 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 CONTRACTOR 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 CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR 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. A copy of the endorsement must accompany the certificate.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

1. **Workers' Compensation:** The CONTRACTOR 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 employees (if three or more) per Florida Statue 440.02.
2. **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
3. **Comprehensive Automobile Liability:** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

**B. Licenses, Permits & Fees:**

The Contractor 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 Contractor.

**C. Continuing Contract Agreement & Term:**

It is the intent of St. Johns County, if successful with contract negotiations, to enter into a Continuing Contract for Professional Services for an initial three (3) year period with provisions for three (3) one (1) year renewal options. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any additional service options would require submission of a proposal and related fees for approval by St. Johns County **prior** to any work being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

The County may consider extending any executed Contract/Agreement under mutually acceptable terms and conditions. However, the County is under no obligation to extend any executed Contract/Agreement. Moreover, it is expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of any executed Contract/Agreement, including specifically, the Scope of Work/Services.

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Proposer.

The competence, responsiveness, and responsibility of proposers will be considered in making the award. Proposers are required to submit with their proposal, data in regard to their qualifications as a service provider including experience, and list of current companies successfully being serviced that are comparable to this request. Please include names and telephone numbers of persons to contact.

The proposer declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

**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 Contractor 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 Contractor.

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 Subconsultant 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 except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are requested to 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.

**I. Use of County Logo:**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor 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 QUALIFICATIONS SUBMITTAL REQUIREMENTS**

**A. Respondent Responsibilities:**

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

All RFQ Packages received in response to this Request for Qualifications 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 RFQ Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Qualifications, and has full knowledge of the scope, nature, and quality of work to be performed. All RFQ Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

**B. RFQ Package Submittal Format:**

All RFQ Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFQ 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 RFQ Packages.

All RFQ Packages must include the following components:

<b>Section</b>	<b>Topic</b>
1	RFQ Qualification Cover Page
2	Cover Letter
3	Contractor Profile
4	Technical Expertise
5	Equipment and Software
6	Quality Control
7	Staff Qualifications and Project Team
8	Related Experience and References
9	Schedule and Availability
10	Additional Information
11	Administrative Information

### **C. RFQ Package Components:**

All of the components outlined below must be included with each copy of the RFQ Package and submitted as follows: one (1) original and five (5) copies, a total of six (6) sets, on 8 1/2" X 11" pages, numbered, with headings typewritten with no smaller than 10 size font and sections and sub-sections identified appropriately. All documentation shall be **exact order and format as shown below**. No exceptions to this format will be accepted. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

**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 RFQ.**

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: RFQ Qualification Cover Page (Complete and Submit)**

#### **Section 2: Cover Letter**

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal.

The cover letter should include the following:

- The Respondent's Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFQ Package
- A brief statement of the respondent's understanding of appraisal services provided under a continuing contract
- Highlights of the Respondent's qualifications and ability to perform the project services

#### **Section 3: Contractor Profile**

Provide the following information about your firm:

- The firm's name, e-mail address, business address, phone number, and fax number
- Types of services and products offered
- Number of years in business
- Number of employees
- The location of the office or offices that would provide the project services
- The license number for the firm's Certificate of Authorization as required by Florida Statutes Chapter 472.021.

- A brief statement of the firm's background
- Certified FDOT Appraiser list, if applicable

#### **Section 4: Technical Expertise**

In this section, which is intended to be the heart of the proposal, respondents should demonstrate their proposed approach and capabilities, including expertise with methods, hardware and software necessary to perform appraisal and appraisal related services.

#### **Section 5: Equipment and Software**

In this section, include a list of equipment owned and software ownership. This should also include vehicles, ATV's, airboats, boats, airplanes or other special equipment available for County projects.

#### **Section 6: Quality Control**

In this section, which is second to being the heart of the proposal, describe the respondent's approach to quality assurance/quality control (QA/QC) procedures.

#### **Section 7: Staff Qualifications and Project Team**

In this section, introduce the designated project manager, the project team and a list all sub-consultants. Remember that the selection criteria in Section 3 require the proposed team to include a Certified General Appraiser in the State of Florida. Include a project team organization chart.

Then, for each key person that would be assigned to the projects, include a one- or two-page résumé that includes a summary of relevant professional qualifications, relevant project experience, education, and professional registration. Include a copy of current Department of Business and Professional Regulation License for each key person with a professional registration.

#### **Section 8: Related Experience and References**

In this section, for up to 5 relevant projects, include a one or two-page project description that demonstrates capabilities in the project services, experience with similar counties, and/or local project experience within the past three years. Include the name of the organization and the name of the person there to contact for a reference.

#### **Section 9: Schedule and Availability**

In this section, describe the respondent's projected resource availability for projects.

#### **Section 10: Additional Information**

In this section, at the respondent's discretion, include additional information to support the proposal. However, choose the additional information carefully, because this section of the proposal should not constitute the bulk of the submission.

#### **Section 11: Administrative Information**

Please include the following:

- a) Proper and valid licensing to conduct business in the State of Florida
- b) Current and Valid Certified General Appraiser license for the State of Florida
- c) Proof of Liability Insurance and its limits
- d) Drug Free Work Place Form (Complete and Submit)
- e) Conflict of Interest Declaration (Complete and Submit)
- f) RFQ Affidavit (Complete and submit)
- g) RFQ Affidavit of Solvency (Complete and Submit)
- h) Acknowledged Addenda



**PART VII – ATTACHMENTS/FORMS**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 15-59  
APPRAISAL AND APPRAISAL RELATED SERVICES**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: Karen Fullerton, Contract Coordinator

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

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

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 15-59  
APPRAISAL AND APPRAISAL RELATED 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 QUALIFICATIONS (RFQ) NO: 15-59  
APPRAISAL AND APPRAISAL RELATED SERVICES**

Company Name: \_\_\_\_\_

**St. Johns County Board of County Commissioners  
CONFLICT OF INTEREST DECLARATION**

for \_\_\_\_\_

(Name of firm/organization)

		YES	NO
1	Do you, your immediate family, or your business partner have financial or other interests in St. Johns County or the recipient(s) of the proposed services?		
2	Have gratuities or anything of monetary value been offered or exchanged between you, your immediate family, or your business partner and any employee of SJC?		
3	Within the last 24 months, have you been employed by, or do you plan to seek or accept future employment with, SJC or the recipient(s) of the proposed services?		
4	Are there any other conditions which may cause a conflict of interest?		

**If you checked “yes” after any of the above questions, please explain your answer. Please attach additional sheets as necessary.**

I declare that my answers and any related explanation(s) are true, correct and complete to the best of my knowledge and belief, and I will notify SJC’s Purchasing Manager in writing in the event of any change affecting such correctness or completeness.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 15-59  
APPRAISAL AND APPRAISAL RELATED 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 RFQ documents for RFQ No: 15-59, APPRAISAL AND APPRAISAL RELATED 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 QUALIFICATIONS (RFQ) NO: 15-59  
APPRAISAL AND APPRAISAL RELATED 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:  
\_\_\_\_\_

**VIII – OPTIONAL CHECKLIST/SCORING WORKSHEET**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 15-59  
APPRAISAL AND APPRAISAL RELATED SERVICES**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFQ Qualification Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Contractor Profile		
<b>Section 4</b>	Technical Expertise		
<b>Section 5</b>	Equipment and Software		
<b>Section 6</b>	Quality Control		
<b>Section 7</b>	Staff Qualifications and Project Team		
<b>Section 8</b>	Related Experience and References		
<b>Section 9</b>	Schedule and Availability		
<b>Section 10</b>	Additional Information		
<b>Section 11</b>	Administrative Information that includes the following:		
	Proper and Valid Licensing for conducting business in State of FL		
	Current and Valid Certified General Real Estate Appraiser License for State of FL		
	Proof of Liability Insurance and limits		
	Drug Free Work Place Form		
	Conflict of Interest Declaration		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Acknowledged Addenda		

**END OF DOCUMENT**



# St. Johns County Board of County Commissioners

Purchasing Division

May 4, 2015

## ADDENDUM #1

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: RFP No. 15-59 Appraisal and Appraisal Related Services for Continuing Contract**

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder 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, Karen Fullerton, Contract Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.**

### **Questions:**

1. Part V, Item C, Section 3 has a bullet point that refers to Florida Statutes Chapter 472.021 which relates to land surveying and mapping. What is St. Johns County asking for in this bullet?

Specifically, the language reads "The license number for the firm's Certificate of Authorization as required by Florida Statutes Chapter 472.021" and was added in error. Disregard this bullet statement. The Florida Statute listed does not apply to this RFQ.

**RFQ Due Date remains May 14, 2015 at 4:00 P.M.**

### **Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Karen R. Fullerton  
Contract Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**