

RESOLUTION NO. 2018 - 37

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 18-11 AND TO EXECUTE AGREEMENTS FOR HOUSING INSPECTION SERVICES.

RECITALS

WHEREAS, the County desires to enter into contract with Universal Engineering Sciences, Inc. to provide housing inspection services in accordance with RFP No. 18-11; and

WHEREAS, the scope of the services will be to provide home inspections, written reports, and repair estimates. Home inspections include, but are not limited to, rehabilitation services, Emergency Repairs to sub-standard housing, and/or homebuyer inspections which may include new construction for housing programs including the State Housing Initiatives Partnership (SHIP) Program. Inspections are to be conducted to determine the type(s) of repairs necessary to bring houses up to code according to the St. Johns County Standard Housing Code and to address any and all safety, health, and sanitation issues to the extent that program funding award amounts per unit will allow; and

WHEREAS, through the County's formal RFP process, Universal Engineering Sciences, Inc. was selected as the highest ranked respondent 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, an 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 18-11 to Universal Engineering Sciences, Inc. 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 18-11.

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 6 day of February, 2018.

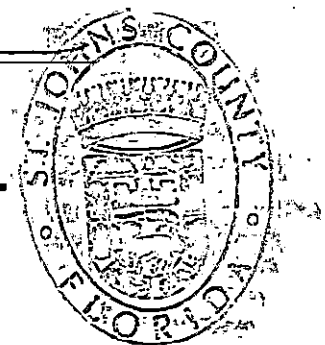
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 2/7/18





CONTRACT AGREEMENT
RFP NO: 18-11; Housing Inspection Services
Master Contract #: 18-MCC-UNI-09010

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2018, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Universal Engineering Sciences, Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 5561 Florida Mining Blvd. S., Jacksonville, FL 32257; Phone: (904) 296-0757; Fax: (904) 296-0748; and Email: ragee@UniversalEngineering.com.

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

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the Effective Date shall be in effect for an initial contract term of one (1) calendar year, and may be renewed for up to four (4) one-year renewal periods, upon satisfactory performance by the Contractor, 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 Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to provide home inspections, written reports, and repair estimates, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with RFP No: 18-11 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Housing Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

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

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the unit prices as submitted and attached hereto as Exhibit A-1, according to the RFP proposal, which shall include any and all direct and indirect costs, and reimbursable expenses.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor'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 Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and

4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, 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. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
 - St. Johns County Health & Human Services Department
 - Attn: Joseph Cone, Housing & Community Services Manager
 - 200 San Sebastian View, Suite 2300
 - St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor'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 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business 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. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, 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.

- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract 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 Contractor 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 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor'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 Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – 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 Contractor 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 Contractor 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 12 – 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 provide a tax exemption certificate to the Contractor upon request. The Contractor 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 Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor 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 Contractor's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate 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 Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Contractor 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 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 and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor 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 Contractor 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 Contractor 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 Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor 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 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 a Contractor.

The Contractor shall maintain during the life of this Agreement, 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 Statute 440.02.

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

ARTICLE 15 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and reasonable professional consultation services, and reasonable attorneys' fees, arising out of and to the extent of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The County and the Contractor 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 Contractor 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 Contractor.

ARTICLE 17 - NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, 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 - 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 19 – CONFLICT OF INTEREST

The Contractor 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 Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor 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 Contractor'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 Contractor 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 Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor 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 Contractor under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor'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 Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor'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 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor 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 Contractor 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 Contractor 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 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an 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 Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor'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 Contractor 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 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Contractor 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 25 – NONDISCRIMINATION

The Contractor 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 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor 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 Contractor.

ARTICLE 27 – 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 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Contractor 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 30 – 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 31 - 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 Contractor of the County's notification of a contemplated change, the Contractor 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 Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor 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 Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

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

ARTICLE 33 – 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 34 - 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: Jaime Locklear, CPPB, FCCM, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Universal Engineering Sciences, Inc.
Attn: Mr. Ricky Agee
5561 Florida Mining Boulevard S.
Jacksonville, FL 32257

ARTICLE 35 - 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 36 –PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

ARTICLE 37 – 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 St. Johns County, Florida.

ARTICLE 38 – 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 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name of County Representative

Assistant Purchasing Manager
Title of County Representative

Signature County Representative

Date of Execution

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

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

CONSULTANT:

Universal Engineering Sciences, Inc.
Company Name

Signature of Consultant Representative

Printed Name & Title

Date of Execution

EXHIBIT "A"

RFP NO: 18-11; HOUSING INSPECTION SERVICES

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Prices as submitted in the RFP Package. The approved prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY prior to any work being implemented and shall be added to the applicable Contract Amendment.

Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first Task Order issued after the beginning of the applicable renewal period.

EXHIBIT "A-1"

RFP NO: 18-11; HOUSING INSPECTION SERVICES

1. Initial Inspection, Write-Up & Estimate	\$500.00
2. Wood Destroying Organisms	\$ 75.00
3. Intermediate Report	\$250.00
4. Final Report	\$350.00

EXHIBIT "B"

RFP NO: 18-11; HOUSING INSPECTION SERVICES

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on the date of execution by all parties, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds, and the continued need of the County for services.

EXHIBIT "C"

RFP NO: 18-11; HOUSING INSPECTION SERVICES

SCOPE OF SERVICES

For the purposes of this RFP, the inspector will be referred to as the "Contractor" in the scope of services, and throughout the RFP document.

The Scope of Services shall include providing home inspections, written reports, and repair estimates. Home inspections include, but are not limited to, rehabilitation services, Emergency Repairs to sub-standard housing, and/or homebuyer inspections which may include new construction for housing programs including the State Housing Initiatives Partnership (SHIP) Program. Inspections are to be conducted to determine the type(s) of repairs necessary to bring houses up to code according to the St. Johns County Standard Housing Code and to address any and all safety, health, and sanitation issues to the extent that program funding award amounts per unit will allow. For example, in years where customary levels of SHIP funding are received from the State, there are approximately thirty (30) to thirty five (35) inspections performed per year. The number of inspections performed each year for various housing projects shall be contingent upon the amount of program funding received, granted, or budgeted.

Inspections may be conducted in sub-standard housing conditions and are to be accomplished with a positive and respectful attitude, primarily focusing on health and safety concerns. Work may occasionally be in unsanitary conditions due to trash or waste disposal system problems. General exposure to dust, mold, and mildew will be encountered.

Inspection Services per property scheduled for rehabilitation services and emergency repairs include an initial inspection, cost and spec write-up, an intermediate inspection if applicable, and a final inspection. Inspection Services for the homebuyer program include an initial inspection, spec write-up, an intermediate inspection if applicable, and a final inspection. If rehabilitation/repair work is not complete before a scheduled final inspection takes place, the inspection will be conducted, and identified, as an additional intermediate inspection and a final inspection must be re-scheduled. Items not completed must be clearly identified on the written inspection report and documented with photographs attached to the inspection report.

All Inspection Services per property must have before and after photos of items identified for repair/rehabilitation.

Scheduling of inspections

Inspection services for rehabilitation services and emergency repairs for the housing programs will be scheduled by the independent vendor(s) contracted with the County for rehabilitation services and emergency repair services or St. Johns County Housing Staff. From time-to-time, County Housing Staff will schedule inspections for other projects.

All reports shall be submitted in a format acceptable to the County and understandable to the independent vendor(s) contracted with the County for all County housing programs with regard to acceptable phrasing of statements regarding home and resident, information that should or should not be included in reports, confidentiality, and technical elements. An example of an inspection report format is provided in **Attachment "K-1"** Inspection Report and Checklist – Sample. A cover sheet identifying whether the report is an Initial, Intermediate, or Final (Post) inspection must accompany the inspection report.

Additional services for homebuyer inspections may be requested by the County on an as needed basis for a purchase versus rehabilitation comparison analysis. This type of inspection will include inspecting major systems such as the roof, air conditioning, wiring, plumbing, etc.

The Contractor must have the capacity and flexibility to schedule inspections and respond quickly to requests for services and to conduct inspections with existing homeowners or family members being present. Inspections must be scheduled within six (6) working days after a request for service is submitted. If unable to schedule the inspection within this time frame due to workload, the Contractor must notify the requestor as to when the inspection can be

conducted and provide the reason for the delay.

The Contractor must also have the capability to provide written reports (draft and/or final versions) along with all requested documentation within the stipulated timeframe designated by the St. Johns County Housing Development Department: inspection reports for rehabilitation services shall be provided within 48 working hours of the inspection; reports for emergency repairs shall be submitted within 24 hours of the inspection. (See "Inspection Reports" below.)

General Procedures for Inspections for Rehabilitation Services and Emergency Repairs to Sub-Standard Housing

1. Homeowner applies for SHIP Rehabilitation Services or emergency repairs through the County and/or the independent vendor(s) contracted with the County for rehabilitation and emergency repairs services.
2. Eligibility of Homeowner is verified by the independent vendor(s) contracted with the County for rehabilitation and emergency repairs services.
3. County receives copy of application/eligibility packet regarding home scheduled for rehabilitation or emergency repairs.
4. Independent vendor or County Housing Staff schedules initial inspection with the Contractor (Inspector).
5. Contractor provides the independent vendor and County with inspection report with photographs, and cost and spec write-up identifying primary and secondary items for rehabilitation/repair.
6. Review of initial inspection report is conducted by County and independent vendor(s) contracted with the County for rehabilitation and emergency repairs services.
7. Scope of Work is developed by independent vendor(s) contracted with the County for rehabilitation and emergency repairs services, based upon the inspection report; County reviews and approves the scope of work.
8. Independent vendor schedules intermediate inspection (when applicable) with Contractor at 50% completion of rehabilitation work; Contractor provides County and independent vendor with inspection report with photographs of work completed and still in progress.
9. Independent vendor schedules final (post) inspection with Contractor; Contractor provides County and independent vendor with final inspection report with photographs of completed work.

Procedures for Homebuyer Inspections

1. Home Buyer locates house, signs purchase contract & calls County Housing Department for home inspection.
2. County Housing staff sends work request electronically to home inspector (Contractor) who will complete house/termite (wood destroying organisms) inspection and report within seven (7) working days.
3. Contractor submits, electronically or by hand delivery, a report to County Housing office, home buyer and lender. Inspection report will include, at a minimum, a report narrative, an estimate of cost of repairs, and a summary attached to the front which details safety issues and code violations as priority repairs and other repairs as secondary. An inspection invoice should accompany the summary copy. The amount Housing pays per inspection is all-inclusive and covers inspection, write-up, report distribution, any interim inspection(s) and a post inspection. The Contractor will be paid upon satisfactory completion of all scheduled inspections and submittal of a final invoice with supporting documentation in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

4. Scope of repairs is decided by County Housing staff. A letter detailing required repairs will be issued (either attached to home inspection report or separately) to home buyer and lender. Realtor(s) and/or Buyer/Seller will negotiate repairs. Repair scenarios:
 - a. Seller does some or all required repairs before closing. Interim inspection is required before closing. If seller does not complete repairs satisfactorily, closing may be delayed. Post inspection will also be required if seller does some required repairs and buyer does the remaining repairs after closing.
 - b. Seller agrees to escrow funds for some or all repairs to be done after closing. Contractor will do post inspection.
 - c. Buyer does some or all repairs after closing using escrowed SHIP funds and/or personal funds if necessary. Contractor will do post inspection.
5. Buyer will take responsibility for getting repairs done within required two (2) month time frame. Buyer will call the County Housing office when ready for post inspection. Contractor will be contacted by County Housing Staff and will arrange to conduct a post inspection. After the post inspection, if all required repairs have been affected, SHIP client's file will then be closed

Inspection Reports

Inspection reports shall be provided to the County and independent vendor(s) contracted with the County for rehabilitation services within 48 working hours of the inspection; reports for emergency repairs shall be submitted within 24 hours of the inspection. The Contractor shall provide copies of the inspection reports to the independent vendor(s) contracted with the County for rehabilitation and emergency repairs services. Copies of all inspection reports shall also be provided the St. Johns County Housing Department upon request.

Inspection Services for Rehabilitation Services and Emergency Repairs to Sub-Standard Housing

The following details the information that shall be presented by the Contractor upon completion of each portion of the work.

1. **Initial Inspection for Rehabilitation and Emergency Repairs Services - MANDATORY**
 - a. Client Name, Address, Telephone Number(s);
 - b. Any and all useful information regarding applicant and residence for SHIP assistance;
 - c. *Detailed* description and photographic documentation of exterior of house, particularly structure, siding and roof;
 - d. *Detailed* description and photographic documentation of interior of house, particularly plumbing, electrical, floors, heating, doors and windows;
 - e. Summary, citing safety and health concerns, code violations, and other problems that must be addressed to bring dwelling up to building code applicable at time of inspection;
 - f. *Detailed* technical rehabilitation specifications and cost estimates with major systems, safety/code compliance violations as first priority, and items such as drywall repair, interior door replacement, etc. as second priority which may be addressed as remaining funds are available;
 - g. Sketch of Floor Plan that provides clarity to where the necessary repairs are to occur;
 - h. Photographs of the observed exterior and interior items of concern;
 - i. List any special repairs requested by homeowner; and
 - j. Signature of Inspector & date of execution.
2. **Intermediate Inspection for Rehabilitation Services – MANDATORY (Unless Otherwise Directed)**
 - a. Client Name & Address;
 - b. Listing of work completed, and in progress, or reference to list of repairs provided;
 - c. Evaluation of work to date;

- d. Signature of Inspector & date of execution; and
- e. Photographs of the observed exterior and interior items of concern;

3. Final Inspection for Rehabilitation and Emergency Repairs Services – MANDATORY (For some Projects additional inspections may be required before a final inspection is conducted)

- a. Client Name & Address;
- b. Listing of work completed, or reference to list of repairs provided;
- c. Photographs of the observed exterior and interior items documenting completion of work;
- d. Comments of inspector on quality of repairs specified on work order; and
- e. Signature of Inspector & date of execution.

Inspection Services for HomeBuyer Program

The following details the information that shall be presented by the Contractor upon completion of each portion of the work.

1. Initial Inspection - MANDATORY

- a. Client Name, Address, Telephone Number(s);
- b. Any and all useful information regarding applicant and residence for SHIP assistance;
- c. *Detailed* description and photographic documentation of exterior of house, particularly structure, siding and roof;
- d. *Detailed* description and photographic documentation of interior of house, particularly plumbing, electrical, floors, heating, doors and windows;
- e. Summary, citing safety and health concerns, code violations, and other problems that must be addressed to bring dwelling up to building code applicable at time of inspection;
- f. *Detailed* technical rehabilitation specifications and cost estimates with major systems, safety/code compliance violations as first priority, and items such as drywall repair, interior door replacement, etc. as second priority which may be addressed as remaining funds are available;
- g. Sketch of Floor Plan that provides clarity to where the necessary repairs are to occur;;
- h. Photographs of the observed exterior and interior items of concern;
- i. List any special repairs requested by homeowner; and
- j. Signature of Inspector & date of execution.

2. Intermediate Inspection – IF APPLICABLE

- a. Client Name & Address;
- b. Listing of work completed, and in progress, or reference to list of repairs provided
- c. Photographs of the completed work;
- d. Evaluation of work to date;
- e. Signature of Inspector & date of execution; and

3. Final Inspection – MANDATORY

- a. Client Name & Address;
- b. Listing of work completed, or reference to list of repairs provided;
- c. Photographs of the observed exterior and interior items documenting completion of work;
- d. Comments of inspector on quality of repairs specified on work order;
- e. Signature of Inspector & date of execution; and

4. Additional Services

Occasional General Homebuyer Inspections include inspection of major systems such as the roof, heating/cooling system, wiring, plumbing, etc., for single family home purchases participating in other programs.

Operating Policies & Procedures

The Contractor shall provide the County with a written Operating Policies and Procedures manual for Inspection Services which shall be implemented and followed by the Contractor, Contractor's staff and sub-contractors. Operating Policies and Procedures manuals must include a conflict of interest policy and procedures for handling complaints and grievances.

Disputes

Upon notice to the County, the Contractor and Owner will work to settle all claims or disputes arising from or related to the Scope of Work. If Contractor and Owner fail to settle any such claim or dispute within thirty (30) days, then the County reserves the right to work to settle the claim or dispute by exercising any or all available remedial actions as determined by the County, including but not limited to mediation, filing a claim in a court of competent jurisdiction or arbitration. Notice of the remedial action shall be made in writing within a reasonable time after the dispute has arisen, and in accordance with the laws of the State of Florida. The prevailing party shall be entitled to recover all costs, including reasonable attorney's fees.

A. CONTRACTOR EQUIPMENT

The Contractor is required to provide any and all equipment necessary to perform the services stated herein, which are required by the Contract Agreement.

B. MONITORING AND AUDITS REGARDING SHIP FUNDED PROJECTS

The administration of resources awarded by the Florida Housing Finance Corporation to St. Johns County and expended by a sub-recipient (Contractor) are subject to audits under Section 215.97, Florida Statutes., the "Florida Single Audit Act".

Monitoring

In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes., monitoring procedures may include, but not be limited to, on-site visits by County Staff and or other procedures. By entering into an agreement with the County, the sub-recipient (Contractor) agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event the County determines that a limited scope audit of the recipient is appropriate, the sub-recipient agrees to comply with any additional instructions provided by County Housing Staff to the sub-recipient regarding such audit. The sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

1. In the event that the sub-recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such sub-recipient (for fiscal years ending September 30, 2004 or thereafter), the sub-recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 315.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the sub-recipient shall consider all sources of state financial assistance, including state financial assistance received from the County, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with audit requirements addressed in paragraph 1, the sub-recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the sub-recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.07, Florida Statutes, is not required. In the event that the sub-recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of

Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the sub-recipient's resources obtained from other than State entities).

4. Information relating to the Statutes and rules and regulations referenced above for the Florida Single Audit Act may be accessed at the following links:

<https://apps.fldfs.com/fsaa/statutes.aspx>

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0215/Sections/0215.97.html

<http://flrules.elaws.us/reference/Ref-06404>

Report Submissions

1. Copies of financial reporting packages required as stated above shall be submitted by or on behalf of the sub-recipient directly to each of the following:

- (a.) St. Johns County at the following address:

St. Johns County Health and Human Services Department
Attn: Housing & Community Services Manager
200 San Sebastian View, Suite 2300
St. Augustine, Florida 32084

- (b.) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

2. Sub-recipients, when submitting financial reporting packages to the County for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 5, 2018

RE: RFP 18-11 Housing Inspection Services

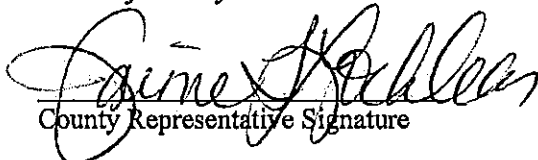
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to Universal Engineering Sciences, Inc. as the qualified firm selected under RFP 18-11 Housing Inspection Services. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 5:00PM, Wednesday, January 10, 2018.

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 contracts.

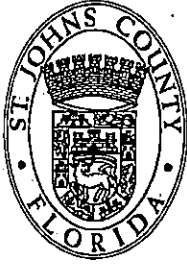
Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 1/5/18

Jaime T. Locklear, MPA, CPPB, FCCM
Assistant Purchasing Manager
(904) 209-0158 – Direct.
(904) 209-0159 – Fax
jlocklear@sjcfl.us



**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: Shawna NOVAK, Health and Human Services Director
Joseph Cone, Housing & Community Services Manager
FROM: Diana M. Fye, CPPB, Procurement Coordinator
SUBJECT: RFP 18-11, Housing Inspection Services
DATE: December 21, 2017

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 S. A. Novak
Date 1.3.18
Budget Amount As funds are available
Account Funding Title SHIP Rehab Inspector
Funding Charge Code 1100-55305
Award to Universal Engineering Sciences, Inc
Award Amount \$4,175 per unit, complete

ST JOHNS COUNTY
ST JOHNS COUNTY
JAN 04 '18
PURCHASING
PURCHASING

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: December 21, 2017
RFP: RFP # 18-11 Housing Inspection Services

FIRM	RATER Joseph Cone	RATER Bill Freeman	RATER Devin Cousins	TOTAL	RANK	COMMENTS
Creative Contracting and Consultation, Inc.	90	85	85	260	2	
Universal Engineering Sciences, Inc.	92	88	87	267	1	

APPROVED: Purchasing Manager

Director of Health & Human Services

James P. O'Leary 1/4/18
S.A. Moran

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 ^{09:00 January 5, 2018} ~~12:00 December 21, 2017~~, UNTIL ^{09:00 January 9, 2018} ~~12:00 December 28, 2017~~.

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.

PURCHASING

JAN 04 18

ST. JOHNS COUNTY

St. Johns County Purchasing Department

Request For Proposals (RFP) NO 18-11
Housing Inspection Services



UNIVERSAL
ENGINEERING SCIENCES

5561 Florida Mining Blvd
Jacksonville, Florida 32257
904.296.0757
universalengineering.com

PART VII: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL
AND ONE (1) EXACT ELECTRONIC COPY ON USB DRIVE TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Diana M. Fye, CPPB, Procurement Coordinator**

FULL LEGAL COMPANY NAME: Universal Engineering Sciences, Inc.

MAILING ADDRESS: 5561 Florida Mining Blvd. S, Jacksonville, FL 32257

DATE: December 6, 2017

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- 3 | Respondent's Profile
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 - b. **Attachment G** – List of Proposed Sub-Contractors
 - c. **Attachment H** – Staff/Sub-Contractors Certifications
- 5 | Method of Compensation
 - a. **Attachment A** – Pricing
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- 7 | Past Performance w/ St. Johns County
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- 8 | Other Required Forms
 - a. **Attachment B** – St. Johns County Affidavit
 - b. **Attachment C** – Affidavit of Solvency
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 - d. **Attachment E** – Conflict of Interest Disclosure

3. RESPONDENT PROFILE

Universal is a full service, multi-disciplinary engineering firm that has been providing professional building consultant and inspection services in Florida for 53 years. We have established an excellent reputation, with a client list that spans commercial/retail, educational, residential and public sectors throughout Florida; all of whom come to us with unique requirements and challenges. In 2003, subsequent to the enactment of Florida Statute No. 553.791 (known as the "Private Provider Inspections" law), Universal launched its Code Compliance Department (CCD).

Universal is one of the largest family-owned businesses of its kind, with over 700 employees and 16 branches in Florida alone. We are a firm that provides work with integrity and efficiency, and we ensure our clients' needs are exceedingly met.

Universal was founded in Merritt Island, Florida in 1964 and has been under the same family ownership for the past 53 years. In addition to Code Compliance services, we also provide a wide range of geotechnical engineering, environmental and construction materials testing services.

Universal is well-versed in the Florida statutory code compliance industry and nuances and has fourteen years of experience in providing both private provider code compliance services and city/county building department services. In this section we will present specific examples of this experience and highlight a few of our current similar clients as evidence of our ample qualifications for this contract. Similar-type client accounts include the following listed in the table below.

Universal is well-versed in the Florida statutory code compliance industry and nuances and has over thirteen years of experience in providing both private provider code compliance services and city/county building department services. In this section we will present specific examples of this experience and highlight a few of our current similar clients as evidence of our ample qualifications for this contract.

With a growing demand for construction plans review and inspection services, Universal has become the most reliable, cost-effective resource for government extension assistance with a focus on assisting our clients to improve their level of service to the community and to reduce their cost of doing business. No other company in Florida can surpass our motivation and desire to be your Professional Building Inspection and Plan Review Services provider. Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and any other applicable Chapters of the St. Johns County codes and ordinances. Our professional staff consists of multi-certified professionals. They were chosen for their experience and high professional standards, verified by background checks, references, and recommendations of their peers and former employers. Our staff brings a wealth of knowledge and resources beyond compare! We provide personalized attention and pride ourselves on the belief that when it comes to the delicate balance of time and money, we can deliver.

Project Approach. With a rising demand for inspection services, we have become a dependable, customer service driven resource. We understand we will be serving as the County's inspector for the State Housing Initiatives Partnership (SHIP) Program and Emergency Repair Services for Sub-Standard Housing. We understand the importance of coordination with County staff, County department, and governmental agencies. We will exercise an appropriate level of professional judgment when resolving issues.

Recent, Current, and Projected Workloads and Commitment

Universal is in an excellent position to take on St. Johns County's contract for Housing Inspection Services. Our experienced staff will be dedicated to the ensuring success of this contract. Universal has ample available capacity, and is prepared to dedicate sufficient resources to the County's projects. This is our sincere commitment that we will make St. Johns County a priority if we are awarded this contract.



2. LETTER OF INTRODUCTION

December 6, 2017

Diana M. Fye, CPPB, Procurement Coordinator
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Subject: RFP No. 18-11: Housing Inspection Services

Dear Ms. Fye,

Universal Engineering Sciences, Inc. (Universal) is pleased to submit this statement of interest for the above referenced contract to perform housing inspection services that include, but are not limited to, rehabilitations for the State Housing Initiatives Partnership (SHIP) Program and Emergency Repair Services for Sub-Standard Housing.

Universal is a full service, multi-disciplinary engineering firm employing some of the most talented and experienced practitioners in the industry. We understand that the selected firm must be appropriately qualified, licensed, experienced and fully capable of providing the Scope of Services, including providing home inspections, written reports, and repair estimates primarily for the SHIP Rehabilitation Program.

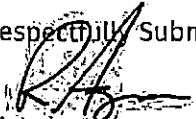
We are fully committed to performing our services in a timely, professional manner and will adhere to the anticipated time-frames for completion. Our firm maintains all licenses and insurance levels required as laid out in the RFP, and is able to provide staff to do so. When you work with our staff, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics and quality of work. We're also exceptionally innovative, dynamic, and responsive. We want our clients to think of Universal Engineering Sciences as an extension of their organizations and their trusted advisors.

Contact information for Universal's main point of contact for this contract is presented below:

Ricky Agee
Project Manager/Point of Contact
5561 Florida Mining Boulevard S.
Jacksonville, Florida 32257
Phone: (904) 296-0757
Fax: (904) 296-0748
ragee@UniversalEngineering.com

Ricky has the authority to bind the corporation and will be available by telephone or to attend meetings as may be deemed appropriate by the County.

Respectfully Submitted,


Ricky Agee
Project Manager
(Authorized Representative)

Universal has structured our staff and capabilities to provide maximum flexibility and adaptability to meet even the most demanding schedules. We know the importance of providing quality work, and our staff size provides Universal the ability to be able to re-assign staff members as necessary to cover projects with short, critical path schedules. This flexibility allows Universal to succeed even under the most aggressive schedules. Additionally, providing cost-effective work, within budget requirements, and within the time specified without delay or interference is truly important to the Universal team. We have ample financial resources as well as the ability to perform the building permitting and inspection services needed in St. Johns County.

Additionally, Universal will always provide adequate staffing to ensure successful completion of your project. The key staff identified in this submittal will be those assigned to the projects.

Universal is a leading provider in Building Inspections and Plan Review Consulting services. We believe that our team's experience, dexterity, and qualifications exhibit why we are the best team to provide these services. Furthermore, Universal understands the importance in providing clients with exceptional customer service in a timely manner. We pride ourselves in providing personalized local service with the support of personnel that effectively communicate, to meet the varying needs of our clients.

The point of contact and office location providing services for this contract is:

Ricky Agee

Project Manager/Point of Contact

5561 Florida Mining Boulevard S.

Jacksonville, Florida 32257

Phone: (904) 296-0757

Fax: (904) 296-0748

ragee@UniversalEngineering.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. UNIVERSAL ENGINEERING SCIENCES, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 3532 MAGGIE BLVD	Requester's name and address (optional)
	6 City, state, and ZIP code ORLANDO, FL 32811	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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5	9	-	1	1	7	8	0	4													

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 5/17/17
------------------	----------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' shares of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

4. QUALIFICATIONS OF COMPANY, STAFF AND SUB-CONTRACTORS

Universal does not anticipate the use of any sub-contractors on this contract.

PERSONNEL

Universal has the capability to provide expertise to ensure compliance with building, plumbing, mechanical, electrical, gas, energy, and accessibility codes as required by state law. Universal has developed this progressive service within a highly respected firm that has vast knowledge of construction processes, building inspections, plan review and permitting.

Universal's Jacksonville branch has been providing the above services to St. Johns County, Flagler County, Clay County, Marion County, Leon County, City of Jacksonville Beach, Neptune Beach, Atlantic Beach, City of Fernandina Beach, Alachua County, City of Gainesville, and City of St. Augustine since it opened in 1996. Our staff has extensive knowledge of the SHIP Inspections and requirements.

KEY PERSONNEL AND PROJECT MANAGEMENT

We stress importance of personnel quality for all staff proposed for this contract, including field inspectors, energy rating technicians, and management staff. While it is impractical to list every person proposed for this contract, below is a brief summary of our key personnel:

Key members of the project team include: Rick Kushner, P.E. Nice President, Ricky Agee/Director of Construction, Eric Pardee/Chief Building Inspector, Josh Richmond/Senior Building Inspector, Bill Kerrick/Senior Building Inspector; and Sean Leatherbury/Energy Auditor.

Rick G. Kushner, PE, Contract Manager: Rick has 33 years experience and his duties include supervision and direction of all engineering and administrative services for St. Johns, Duval, Clay, Nassau, Flagler and Volusia Counties. He is responsible for building inspections for single and multi-family residential units, commercial and industrial facilities, public facilities and multi-story structures. Rick is also responsible for performing special "threshold" inspection, construction testing, forensic investigations and new product testing.

Ricky Agee, Project Manager: Ricky has over 24 years of experience in the materials testing and building inspections fields. He has directed and managed a wide range of inspection projects throughout Florida including Flagler and St. Johns County SHIP programs, small and large retail commercial projects, custom and production homes, multi-family and assisted living facilities. Additionally, he has managed numerous plan review and inspection contract for contractors and municipalities, including, Neptune Beach, Atlantic Beach, Jacksonville Beach, City of Fernandina Beach, Clay County, Marion County, Alachua County, Leon County, and City of Gainesville. The City of St. Cloud was a non-renewal contract.

Eric Pardee, Chief Building Inspector: Eric is a senior inspector and energy rater for Universal Engineering Sciences in Jacksonville with over 28 years of performing building inspections throughout Northeast Florida. His experience includes private corporations, general contractors, municipalities and owner/developers.

Josh Richmond, Senior Building Inspector: Josh has six years of experience with threshold, building and welding inspections. In addition, his work experience includes Flagler County and St. Johns SHIP Inspections, private corporations, general contractors, municipalities and owner/developers.

Bill Kerrick, Senior Building Inspector: Bill has nine years of experience in building inspections. He has also worked with St. Johns County on the SHIP inspections. His vast experience is primarily with private corporations, general contractors, municipalities and owner/developers. He essentially manages the single and multi-family projects for Universal.

Sean Leatherbury, Energy Auditor: Sean has eight years of experience that includes Habitat for Humanity and building construction. He is a licensed HERS/Resnet, Energy Auditor. His experience includes new and rehabilitation construction and blower door inspections.

Resumes for these individuals are found on the following pages.

RICK KUSHNER, PE

Vice President, Branch Manager, Contract Manager

Rick Kushner has been responsible for special inspection (threshold inspection) on more than 100 major projects in Duval, Orange, Seminole, Volusia and St. Johns Counties. Rick is also responsible for soils and foundation investigations for a variety of project types including airports, roadways, single and multi-family residential units, commercial and industrial facilities, public facilities, and multi-story structures. Rick has been part of the Universal team for 22 years and has 32 years engineering experience. A summary of his threshold inspection experience follows.

Rick's Project Experience Includes:

- Jacksonville Ballpark, Jacksonville, Florida
- Jacksonville Arena, Jacksonville, Florida
- Timuquana Country Club Addition, Jacksonville, Florida
- Residence Hall, ERAU, Daytona Beach, Florida
- Tyne Davis Fitness Center, ERAU, Daytona Beach, Florida
- Boys and Girls Club of St Augustine, St Augustine, Florida
- Vestcor Apartments, Jacksonville, Florida
- Adams Mark Hotel, Jacksonville, Florida
- Villas at St. Johns Apartments, Jacksonville, Florida
- Middle School CC, Deltona, Florida
- AMC 24-Plex; Jacksonville, Florida
- Holiday Inn Hotel; Jacksonville, Florida
- Hampton Inn Hotel; St. Johns County, Florida
- Flagler Hospital Phase I; St. Augustine, Florida
- Flagler Hospital Phase II; St. Augustine, Florida
- Hammond Hotel and Convention Center; St. Johns County, Florida
- Vistana Resort at World Golf Village; St. Johns County, Florida
- PGA Hall of Fame at World Golf Village; St. Johns County, Florida
- LaGrande Provence Condominium; Palm Coast, Florida
- First United Methodist Church Sanctuary; Ormond Beach, Florida
- Daytona International Speedway; Tiny Lund Grandstand
- Daytona International Speedway; Winston Tower Expansion
- Flagler/Palm Coast High School Addition, Flagler County, Florida
- Halifax Medical Office Building, Daytona Beach, Florida
- Coconut Palms Condominiums, New Smyrna Beach, Florida
- PGA Hall of Fame, World Golf Village, St. Johns County, Florida
- St. Johns County Resort Hotel and Convention Center, St. Johns County, Florida

Education

MS in Civil Engineering, University of Texas at Austin (1984)

BS in Civil Engineering, University of Massachusetts at Amherst (1982)

Expertise

Special Threshold Inspection

Construction Materials Testing

Geotechnical Engineering

Licenses

Professional Engineer, FL, NC, SC, GA, AL, MI, TN, KS, AZ, CT, MA

Certifications

Special Threshold Inspector, Florida

OSHA Hazardous Waste Site Safety

EPA Accredited Asbestos Inspector

Years of Experience

Since 1984

- Halifax Medical Center Toner Auditorium, Daytona Beach, FL
- Fish Memorial Hospital Addition, New Smyrna Beach, Florida
- Medical Office Building, Orange City, Florida
- West Volusia Memorial Hospital, Deland, Florida
- Summerfield Suites, International Drive, Orlando, Florida
- Clarion Hotel, International Drive, Orlando, Florida
- M.I.C. Hotel, International Drive, Orlando, Florida
- Comfort Inn, Lake Buena Vista, Florida
- Embassy Suites, Lake Buena Vista, Florida
- AMC 12 Plex Theater, Lake Buena Vista, Florida
- Pleasure Island Entertainment Complex, Lake Buena Vista, Florida
- Disney's Vacation Club Phase I & II, Lake Buena Vista, Florida
- Vistana Resorts Clubhouse and Tract F, Lake Buena Vista, Florida
- Cypress Harbor Resort - Phase I & II, Lake Buena Vista, Florida
- Disney MGM Studio Tours - Star Wars Pavilion, Walt Disney World Resort, Florida
- Disney's Yacht and Beach Club, Walt Disney World Resort, Florida
- Disney's Grand Floridian Hotel, Walt Disney World Resort, Florida
- Dixie Landings Hotel, Walt Disney World Resort, Florida
- Beach Club and Yacht Club Hotels, Walt Disney World Resort, Florida
- Club Hotel Convention Center, Walt Disney World Resort, Florida
- Contemporary Hotel Convention Center, Walt Disney World Resort, Florida
- Grand Floridian Convention Center, Walt Disney World Resort, Florida
- Splash Mountain at Magic Kingdom, Walt Disney World Resort, Florida
- Casting Building, Walt Disney World Resort, Florida
- Penta Hotel, Orlando Area, Florida
- Citadel 111 Office Building, Orlando Area, Florida
- Park Plaza Office Building, Orlando Area, Florida
- Southpointe Office Building, Orlando Area, Florida
- Danis-Shook Office Building, Orlando Area, Florida

RICKY AGEE**Project Manager**

Ricky Agee has 25 years of experience in construction inspection and materials testing phases of civil and high-rise building construction. His main responsibility as a Special Inspection Delegate is to perform inspection of a threshold building's main frame structural elements, and to verify compliance with the approved plans and specifications. Derwood routinely performs structural inspections on materials such as cast-in-place concrete, reinforcing steel, post tension cables, formwork, shoring and re-shoring of elevated floor slabs.

Ricky's Project Experience Includes:

- Lost Lakes Clubhouse, Jacksonville, Florida
- Bragan Field Baseball Grounds of Jacksonville, Jacksonville, Florida
- Veteran's Memorial Arena, Jacksonville, Florida
- Timuquana Country Club Addition, Jacksonville, Florida
- Homeland Storage, Jacksonville, Florida
- Jax Country Day School, Jacksonville, Florida
- Adams Mark Hotel, Jacksonville, Florida
- Shands Cancer Center, Jacksonville, Florida
- Vestcor Apartments, Jacksonville, Florida
- Villa at St. Johns, Jacksonville, Florida
- The Renaissance at World Golf Village, St. Augustine, Florida
- PGA Hall of Fame at World Golf Village, St. Augustine, Florida
- Epic Movie Theatre, Yulee, Florida

Expertise

Building Inspection
Construction Materials Testing

Licenses

Licensed Building Inspector

Certifications

Certified Welding Inspector
ICC Registered Building Inspector
FDOT QC Manager
FDOT Earthworks Inspector Level I & II
FDOT Asphalt Roadway Inspector Level I
ACI Concrete Certified Level I & II

Affiliations

American Concrete Institute
American Welding Society
BOAF
ICC

Years of Experience

Since 1992

CHRISTIAN ERIC PARDEE

Chief Building Inspector

Building inspections manager for Jacksonville Florida including commercial and residential projects in Duval, St. Johns, Clay and Nassu counties. Our Jacksonville staff includes 24 inspectors and supporting administrative positions to meet the needs of one of the fastest growing areas in America. Our customers expect thorough and timely inspections to meet the needs of their project management timelines. Customer service and courtesy is always something that we provide to our clients that they might not always get from municipalities.

Christian's Project Experience Includes:

Plan review, inspections and air conditioning installations performed on commercial and residential buildings located in Jacksonville, Florida –

- Mayo Clinic
- Jacksonville Municipal Stadium; plan review, building and mechanical inspections
- Barnet Bank tower downtown; mechanical inspections
- Hobby Lobby; inspections manager
- Jacksonville International Airport; plan review and mechanical inspections
- Interim Building official for the cities of Jacksonville and Jacksonville Beach

Christian's Previous Employment Includes:

City of Jacksonville, Florida (25 Years) – Christian was Interim Building Official for the city of Jacksonville FL prior to retiring from the city. He supervised trade supervisors and inspectors performing commercial and residential inspections of new and existing construction. He also interpreted and enforced building code requirements. Main responsibilities encompassed planning and development of new ordinances and codes to keep up with changes in needs and requirements. Christian was also required to solve problems that arised between homeowners and contractors. Finding solutions to these problems requires knowledge of the building and municipal codes, and the confidence to make decisions that will meet the code requirements and satisfy the citizens who will be affected by them.

Licenses

Building Official License

Building Inspector, One and Two Family Dwelling

Mechanical Plans Examiner,

Mechanical Inspector

State Air Conditioning and Heating Contractor

HVAC Journeyman in Duval and St. Johns counties.

FEMA Certifications- 70 certifications completed

Certifications

Certified State of Florida vocational instructor for heating and air conditioning for the NEFBA Apprenticeship program

Years of Experience

Since 1984



City Council, Neptune Beach, Florida (8 Years) – Christian served two consecutive four year terms as an elected official for City Council Seat 2 for Neptune Beach. Being in the position to create ordinances as well as the position with COJ to enforce ordinances gave Christian a unique perspective to see the effects of enforcement of new ordinances. Christian's responsibility included, communicating with home owners and business owners in the community, an aspect that taught him the importance of researching issues and finding working solutions to evolving problems.

Ocean State Heating and Air, Neptune Beach, Florida (5 Years) – Christian's responsibility included, installing and repairing heating and air conditioning units. This position required both technical and management skills. Dealing with the public in an educated and courteous manner is essential to providing quality service as a service technician.

JOSH RICHMOND, CWI

Senior Building Inspector

Josh Richmond has 20 years of experience in construction inspection and materials testing phases of civil and high-rise building construction. His main responsibility as a Special Inspection Delegate is to perform inspection of a threshold building's main frame structural elements, and to verify compliance with the approved plans and specifications. Josh routinely performs structural inspections on materials such as cast-in-place concrete, reinforcing steel, post tension cables, formwork and structural steel.

Josh's Project Experience Includes:

Northrop Grumman New Hawkeye Manufacturing Building, St. Augustine, Florida – Performed threshold and structural steel inspections on concrete, steel reinforcement, masonry, steel framing and roof decking.

Embassy Suites, St. Augustine Beach, Florida – Performed threshold and structural steel inspections on concrete, steel reinforcement, masonry, steel framing, roof decking and post tension.

Flagler College Dorm and Parking Garage, St. Augustine, Florida – Performed structural steel inspections on steel framing components.

Guantanamo Bay, Cuba – Marina Hurricane Repair – Performed structural steel inspections on engineered repairs to existing marina structures damaged from hurricane.

Wal-Mart Plant Inspections, Nucor – AL/ New Millenium, Florida – Performed plant quality control inspections of joist construction during fabrication.

Duval County Federal Courthouse, Jacksonville, Florida – Performed testing on concrete, soils, masonry and fireproofing. Performed structural steel inspections to precast panel connections and steel framing.

Licenses

Licensed Standard Building Inspector License

Certifications

Certified Welding Inspector

ICC Registered Building Inspector

FDOT Pile Inspector

FDOT Earthworks Inspector Level I

FDOT Asphalt Roadway Inspector Level I & II

FDOT Concrete Inspector Level I & II

ACI Concrete Certified Level I & II

FACE Certified Floor Profiler

Affiliations

American Concrete Institute

American Welding Society

Years of Experience

Since 1997

WILLIAM KERRICK, BN, PX, LEED-AP

Senior Building Inspector

William Kerrick has 46 years of relevant experience in the construction industry that includes threshold inspection, commercial building inspections and residential inspections (including mechanical, electrical, and plumbing inspections on the residential side). His main responsibility as a code compliance inspector is to perform inspection of a building's main frame structural elements and to verify compliance with the approved plans and specifications. William routinely performs structural inspections on one- and two-family dwellings. His experience includes both residential and commercial construction. Also, he possesses in-depth knowledge and understanding of all aspects of construction and maintenance. He is knowledgeable in all aspects of home construction, building methods and materials, and excels in communicating with owners, code officials, and trades people. William worked as a lead carpenter for 16 years and has been providing professional code compliance inspection services for approximately eight years.

William's Project Experience Includes:

Ridgeview High School Cafeteria Expansion Phase II, Orange Park, Florida

This \$1.7 million project consisted of constructing a new one-story cafeteria addition and interior renovation. William served as Senior Building Inspector for the project. He was responsible for performing building and roofing inspections.

NASJAX Navy Lodge Alterations/Additions, Jacksonville, Duval County, Florida

This project consisted of constructing multi-story building additions and alterations to existing buildings 802 and 803 at the Jacksonville Navy Lodge. Universal Engineering Sciences, Inc provided construction materials testing and inspection services to the general contractor which included weld and bolt inspections, concrete strength and slump tests, and soil density testing. Areas tested and inspected included parking, roadways, and curbing. William was responsible for performing weld and bolt inspections on structural steel.

Mayo Hospital Seventh and Eighth Floor Expansion (Patient Tower),

Jacksonville, Duval County, Florida – To meet demand, the Mayo Clinic in Jacksonville added a seventh and eighth floor to its existing 730,000 sf patient tower which had been designed to accommodate additional floors. The expansion added two patient floors totaling 112,000 sf as well as 90 beds; replaced or added mechanical systems, elevators and stairways; and renovated 20,000 sf of existing space. For this \$40 million construction project, William served as Senior Building Inspector. He was

Expertise

Code Compliance Building
Inspection and Plan Review

One- and Two-Family Dwelling

Licenses

Standard Inspector Florida License

Special Qualifications: Building One-
and Two-Family Dwelling

Standard Plans Examiner Florida
License

Special Qualifications: Building
Journeyman Carpenter License,
Florida

Certifications

LEED Accredited Professional

Marvin Window and Door Installation
Certification

Affiliations

BOAF

ICC

Years of Experience

Since 1971



responsible for performing exterior frame inspections, sheathing screw inspections, windows, building and roofing inspections.

CarMax Store No. 7260, Blanding Blvd., Jacksonville, Duval County, Florida – Universal Engineering Sciences, Inc provided construction materials testing and inspection services to CarMax Auto Superstores, Inc. which included Asphaltic Concrete Extraction and Gradation (FM 5-563 and AASHTO T 030) and asphalt monitoring, Limerock Bearing Ration (Florida Method 5-515), Modified Proctors, floor flatness/levelness verification, weld and bolt inspections, concrete strength and slump tests, proof roll monitoring, NPDES inspection, and soil density testing. Areas tested and inspected included parking, roadways, and curbing. William was responsible for performing building and roofing inspections.

William's Previous Employment Includes:

NOVA Engineering, Inc, Tampa, Florida (2 Years) – William conducted Building Inspectors, 1 & 2 Family Dwelling Residential Wind Mitigation Inspections, and SHIP Inspections.

GENCO, Inc / Building Professional Services, Inc, Jacksonville, Florida (3 Years) – William performed Building Inspectors, 1 & 2 Family Dwelling Residential, and Commercial Building.

Doro-Fixtures, Jacksonville, Florida (1 Year) – In this experience, William was a journeyman carpenter performing Commercial Contract Work.

KB Homes, Inc, Jacksonville, Florida (1 Year) – William was responsible for overseeing all aspects of the Construction Process, including Scheduling, New Home Orientations, Closings, and Post Closings.

Allegheny Builders, Damacus, Maryland (15 Years) – In this job, William was responsible for overseeing all aspects of construction process, including Material Take Off, Coordination of Subcontractors, Staff Supervision, and Permit Acquisition.

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "F"

LICENSES, PERMITS, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his/her proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date
Richard Kushner, P.E.	FL P.E. 38705	State of Florida	2/28/2019
Ricky Agee	BN5357	State of Florida	11/30/2019
Christian Eric Pardee	BN2341	State of Florida	11/30/2019
Joshua Richmond	BN6476	State of Florida	11/30/2019
William Kerrick	BN6148	State of Florida	11/30/2019

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

**ATTACHMENT "G"
LIST OF PROPOSED SUB-CONTRACTORS**

Each Respondent shall provide any and all subcontractors or major materials suppliers proposed to perform any portion of work specified herein. All proposed subcontractors are subject to approval by the County.

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

N/A

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "H"

COMPANY STAFF AND SUB-CONTRACTOR CERTIFICATIONS

Each Respondent shall complete and submit Attachment "H" Company Staff and Sub-Contractor Certifications along with resume of each named individual with the submitted Proposal.

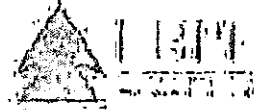
COMPANY STAFF AND SUB-CONTRACTOR CERTIFICATIONS (* attach resume of each individual identified)		
STAFF / SUBCONTRACTOR NAME	TITLE	CERTIFICATION(S)
Rick Kushner, PE	Contract Manager	Professional Engineer Special Threshold Inspector
Ricky Agee	Project Manager	Building Inspector
Eric Pardee	Chief Building Inspector	Building Official; Building Inspector; Mechanical plans examiner/inspector; A/C and heating inspector
Josh Richmond	Building Inspector	Building Inspector
William Kerrick	Building Inspector	Building Inspector

State of Florida

Board of Professional Engineers

Attests that

Richard Gary Kushner, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201915628 SI

SPECIAL INSPECTOR

P.E. / SI Lic. No:

38705 863

Licensee Details**Licensee Information**

Name: **AGEE, RICKY DERWOOD (Primary Name)**

Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Mailing: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

LicenseLocation:

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN5357**

Status: **Current,Active**

Licensure Date: **05/17/2006**

Expires: **11/30/2019**

Special Qualifications **Qualification Effective**

Building **05/17/2006**

Alternate Names**[View Related License Information](#)****[View License Complaint](#)**

2601 Blair Stone Road, Tallahassee FL 32399 . Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850 487 1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S., must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However, email addresses are public record, if you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

Licensee Details**Licensee Information**

Name: **PARDEE, CHRISTIAN ERIC (Primary Name)**
 Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Mailing:

License Location: **5561 FLORIDA MINING BLVD SOUTH
 JACKSONVILLE FL 32257**
 County: **DUVAL**

License Information

License Type: **Standard Inspector**
 Rank: **Inspector**
 License Number: **BN2341**
 Status: **Current, Active**
 Licensure Date: **10/26/1995**
 Expires: **11/30/2019**

Special Qualifications **Qualification Effective**
1&2 Family Dw
Mechanical

Alternate Names

[View Related License Information](#)

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[3601 Blair Stone Road Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center 850.487.1395

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Licensee Details**Licensee Information**

Name: **RICHMOND, JOSHUA M (Primary Name)**
 Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Mailing:

License Location:

License Information

License Type: **Standard Inspector**
 Rank: **Inspector**
 License Number: **BN6476**
 Status: **Current,Active**
 Licensure Date: **11/26/2013**
 Expires: **11/30/2019**

Special Qualifications **Qualification Effective**
Building **11/26/2013**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Licensee Details**Licensee Information**

Name: **KERRICK, WILLIAM D (Primary Name)**
 Main Address: ***Private Address* *Private Address***
Private Address
Private Address
Private Address

License Mailing:

LicenseLocation:

License Information

License Type: **Standard Inspector**
 Rank: **Inspector**
 License Number: **BN6148**
 Status: **Current,Active**
 Licensure Date: **06/06/2008**
 Expires: **11/30/2019**

Special Qualifications	Qualification Effective
Building	06/06/2008
1&2 Family Dw	06/06/2008

Alternate Names**[View Related License Information](#)****[View License Complaint](#)**

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

The State of Florida is an A/EEO employer. **[Copyright 2007-2010 State of Florida, Privacy Statement](#)**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. (Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 125.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 155, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However, email addresses are public record, if you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 155](#)** page to determine if you are affected by this change.

5. PRICING

REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES

ATTACHMENT "A"

PRICING

1. Initial Inspection, Write-Up & Estimate	\$ 500
2. Wood Destroying Organisms (if applicable)	\$ 75
3. Intermediate Inspection & Report (if applicable)	\$ 250
4. Final (Post) Inspection & Report	\$ 350

During the preparation of the RFP, the following addenda, if any, were received:

No.: N/A Date Received: _____ No.: _____ Date Received: _____
No.: _____ Date Received: _____ No.: _____ Date Received: _____

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the Board of County Commissioners, or any other agent or employee of the County, director or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

FULL LEGAL COMPANY NAME: Universal Engineering Sciences, Inc.

MAILING ADDRESS: 5561 Florida Mining Boulevard S, Jacksonville, FL 32257

MINORITY OR WOMAN OWNED BUSINESS: N/A

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: 59-1117804

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

Rick Kushner, PE
(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: Vice President, Branch Manager

DATE OF SIGNATURE: 12/6/2017

TELEPHONE NO: (904) 296-0757

FAX NO: (904) 296-0748

EMAIL ADDRESS: rkushner@universalengineering.com

6. EXPERIENCE/PAST PERFORMANCE

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "I"

EXPERIENCE / PAST PERFORMANCE

Respondents shall demonstrate any and all services of similar size and scope as those described herein performed within the past five (5) years. The required information shall be submitted in the spaces provided below. St. Johns County reserves the right to request additional information.

1. Name of Entity/Agency: Flagler County Board of Commissioners
Services Provided: SHIP Rehabilitation Inspections Services

Dollar Value of Services: \$11,000 Dates of Service: Ongoing
Point of Contact: Valerie Bradley
Point of Contact Email: vbradley@flaglercounty.org Phone Number: 386.986.2122

2. Name of Entity/Agency: Brevard County Building Department
Services Provided: Building Department Support Services

Services for: Repairs/Rehab/Residential Construction Income Verification/Certification
Dollar Value of Services: \$27,375 Dates of Service: Ongoing
Point of Contact: Michael McCaughin, Chief Bldg. Official
Point of Contact Email: mike.mccaughin@brevardcounty.us Phone Number: 321.663.2072

3. Name of Entity/Agency: City of Rockledge
Services Provided: Building Department Services

Dollar Value of Services: \$59,260 Dates of Service: Ongoing
Point of Contact: Dennis Clements, Building Official
Point of Contact Email: dclements@cityofrockledge.org Phone Number: 321.690.6984

4. Name of Entity/Agency: City of Belle Isle
Services Provided: Building Department Services

Dollar Value of Services: \$577,535 Dates of Service: Ongoing
Point of Contact: Yolanda Quiceno, City Clerk
Point of Contact Email: yquiceno@cobifl.com Phone Number: 407.851.7730

5. Name of Entity/Agency: City of Casselberry
Services Provided: Building Department Services

Dollar Value of Services: \$121,665 Dates of Service: Ongoing
Point of Contact: Charlene Glancy, Mayor/Commissioner
Point of Contact Email: cglancy@casselberry.org Phone Number: 407.262.7700

(Additional pages may be attached)

7. PAST PERFORMANCE W/ ST. JOHNS COUNTY

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "J"

PAST PERFORMANCE w/ ST. JOHNS COUNTY

Respondents shall demonstrate any and all services of similar size and scope performed as those described herein performed for St. Johns County within the past five (5) years. The required information shall be submitted in the spaces provided below. St. Johns County reserves the right to request additional information.

1. Services Provided: SHIP Rehabilitation Inspections Services

Dollar Value of Services: \$96,600 Dates of Service: Ongoing
Point of Contact: Dana Froberg
Point of Contact Email: dfroberg@sjsfl.us Phone Number: 904.827.6896

2. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

3. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

4. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

5. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

8. OTHER REQUIRED FORMS

Client#: 1405231

131UNIVEENG

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: BB&T Insurance Services, Inc. PO Box 4927, Orlando, FL 32802-4927, 407 691-9600. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 407 691-9600, FAX (A/C, No): 888-635-4183. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Co of Am (25666), INSURER B: Various carriers-see attachd, INSURER C: Phoenix Insurance Company (25623), INSURER D: Travelers Indemnity Company (25658), INSURER E: [Blank], INSURER F: [Blank].

COVERAGES CERTIFICATE NUMBER: 17/18 Master BAI/BWS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR (WVD), POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A. COMMERCIAL GENERAL LIABILITY (P-660-3G518961-TIA-17), D. AUTOMOBILE LIABILITY (P8102F15998A-IND-17), B. UMBRELLA LIAB / EXCESS LIAB (See Description for Excess Liab information), C. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (PVIYDNUB544M200617).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: SR 200 (A1A), Nassau County; Superior Job No. 15726. *Additional Insured status is granted to the Certificate Holder with respect to General Liability if required by written contract per "Blanket Additional Insured-Written Contracts (Architects, Engineers and Surveyors)" form #CGD4140408. Primary and Non-Contributory status is granted with respects to General Liability if required by written contract per "Other Insurance-Additional Insureds" form #CGD037 04 05. (See Attached Descriptions)

CERTIFICATE HOLDER: [Blank] CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

DESCRIPTIONS (Continued from Page 1)

Per Project Aggregate status is granted as respects to General Liability as per "Designated Project(s) General Aggregate Limit", form #CGD211 01 04.

Contractual Liability as respects to General Liability as per Commercial General Liability Coverage Form form #CG0001 10-01.

*Additional Insured status is granted with respects to Automobile Liability if required by written contract per endorsement Business Auto Extension Endorsement Form #CAT353 0609.

*Waiver of Subrogation status is granted with respects to General Liability if required by written contract per "Architects, Engineers and Surveyors IndustryEdge Endorsement", form #CGD4 15 05 08.

*Waiver of Subrogation status is granted with respects to Workers Compensation if required by written contract per Waiver of Our Rights to Recover from Others Endorsement, form #WC000313(00)01

*Waiver of Subrogation status is granted with respects to Automobile Liability if required by written contract per Business Auto Extension Endorsement Form #CAT353 0609

EXCESS LIABILITY COVERAGES:

Excess Liability Policy over General Liability:

National Surety Corporation (NAIC# 21881)

Policy #SSE00058090226

Policy term 1-1-2017 to 1-1-2018

Provides an additional \$9,000,000 per Occurrence, \$9,000,000 per Aggregate, excess liability layer above the underlying \$1,000,000 occurrence liability limits/\$2,000,000 aggregate liability limit provided by primary General Liability policy with Travelers Indemnity Company of America, policy #P6603G518961TIA17

Auto Liability Excess Policy:

North River Insurance Company (NAIC#21105)

Policy #5318878005

Policy term 1-1-2017 to 1-1-2018

Provides an additional \$1,000,000 excess liability layer above the underlying \$1,000,000 liability limits provided by primary auto policy with Travelers Indemnity Company #P8102F15998AIND17.

Excess Liability Policy over Automobile Liability Excess and Employers Liability:

Navigators Specialty Insurance Company (NAIC#36056)

Policy #CH17EXC627992IC

Policy term 1-1-2017 to 1-1-2018

Provides an additional \$9,000,000 per Occurrence, \$9,000,000 per Aggregate, excess liability layer above the underlying \$1,000,000 liability limits provided by primary Employers Liability (WC) Policy #PVYDNUB544M200617 (Phoenix Insurance Company) and Automobile Liability policy with North River Insurance Company policy #5318878005

REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES

ATTACHMENT "B"

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 Florida COUNTY OF Duval. Before me, the undersigned authority, personally appeared Rick Kushner, PE who, being duly sworn, deposes and says he is VP of Universal Engineering Sciences, Inc. (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-11, Housing Inspection 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.

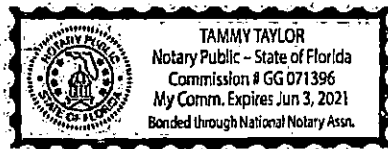
Universal Engineering Sciences, Inc.
(Proposer)
By [Signature]
Vice President, Branch Manager
(Title)

STATE OF Florida
COUNTY OF Duval

Subscribed and sworn to before me this 17 day of December 2017, by Rick Kushner who personally appeared before me at the time of notarization, and who is personally known to me or who has produced personally known as identification.

Tammy Taylor
Notary Public

My commission expires:
June 3, 2021



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

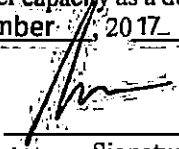
REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES

ATTACHMENT "C"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Universal Engineering Sciences, Inc., being of lawful age and being duly sworn I, Rick Kushner, PE, as Vice President/Branch Manager (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 6 day of December, 2017.

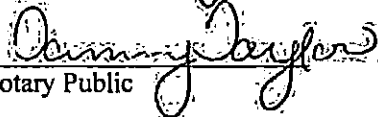


Signature of Affiant

STATE OF Florida

COUNTY OF Duval

Subscribed and sworn to before me this 7 day of December, 2017, by Rick Kushner who personally appeared before me at the time of notarization, and who is personally known to me or who has produced personally known as identification.


Notary Public

My commission expires:
June 3, 2021



**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

St. Johns County Board of County Commissioners

ATTACHMENT "D"

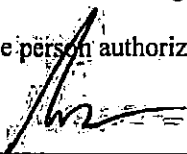
DRUG-FREE WORKPLACE FORM

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

Universal Engineering Sciences, Inc. _____ 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

December 6, 2017

Date

REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES

ATTACHMENT "E"

St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP No 18-11 Housing Inspection Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Consultant's/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: Universal Engineering Sciences, Inc.

Authorized Representative(s):



Signature

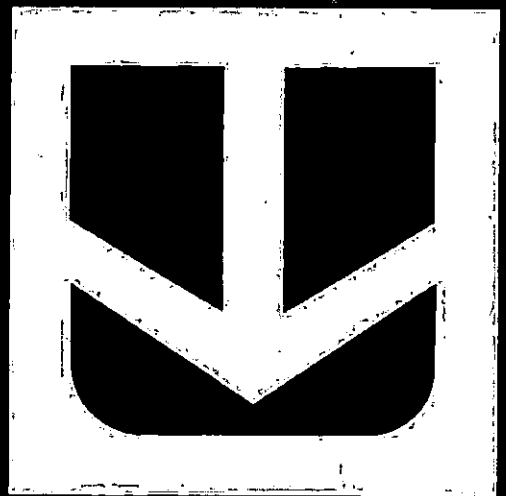
Rick Kushner, PE; Vice President
Print Name/Title



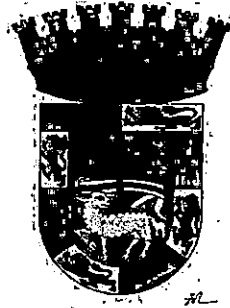
Signature

Ricky Agoc, Director
Print Name/Title

5561 Florida Mining Blvd. S
Jacksonville, Florida 32257
904.296.0757
universalengineering.com



UNIVERSAL
ENGINEERING SCIENCES



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

**RFP NO: 18-11
REQUEST FOR PROPOSALS**

HOUSING INSPECTION SERVICES

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main

FINAL: 11/02/17

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

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PART II: INTRODUCTION

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PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

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PART VII: ATTACHMENTS/FORMS

PART VIII: OPTIONAL CHECKLIST

PART IX: SEALED RFP MAILING LABEL

ST. JOHNS COUNTY, FL
RFP NO: 18-11 Housing Inspection Services

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-11 Housing Inspection 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 December 7, 2017.** Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting proposals from qualified, experienced, and licensed firms or individuals who are interested in performing housing inspection services under a Continuing Services Contract which will include, but not limited to, rehabilitations for the State Housing Initiatives Partnership (SHIP) Program and Emergency Repair Services for Sub-Standard Housing. The Scope of Services shall include providing home inspections, written reports, and repair estimates primarily for the SHIP Rehabilitation Program.

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 #18-11. 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 November 20, 2017, to the Designated Point of Contact provided below:

Designated Point of Contact: Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication may result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 18-11 Housing Inspection Services**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each submitted RFP Package shall consist of one (1) original hard-copy, which shall include all required documents and any supplemental information, and one (1) exact electronic copy submitted on a USB drive.

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,

procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, 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 is soliciting sealed Request for Proposal packages for the purpose of awarding a continuing services contract for performing housing inspection services which will include, but not limited to, rehabilitations for the State Housing Initiatives Partnership (SHIP) Program and Emergency Repair Services for Sub-Standard Housing. The Scope of Services shall include providing home inspections, written reports, and repair estimates, primarily for the SHIP Rehabilitation Program.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	November 9, 2017
Deadline for Questions / Requests for Information/Clarifications	November 20, 2017
Issuance of Final Addendum	November 30, 2017
Due Date for Submittal of RFP Packages	December 7, 2017
Evaluation Meeting for submitted RFP Packages	December 21, 2017
BOCC Meeting for Approval of Award to Recommended Firm	January 16, 2018
Negotiation of Contract	January 23, 2018
Award of Contract	February 20, 2018

C. DESIGNATED POINT OF CONTACT FOR QUESTIONS/INFORMATION

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 November 20, 2017, to the Designated Point of Contact provided below:

Designated Points of Contact: Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

D. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued

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

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

Any and all issued Addenda must be included with all copies of each Respondent's submitted RFP Package. Failure to submit an issued addendum with the submitted RFP Package may result in the Respondent being deemed non-responsive, and being removed from consideration for award.

E. DUE DATE & LOCATION

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, December 7, 2017**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Attn: Diana M. Fye, CPPB, Procurement Coordinator

F. DETERMINATION OF RESPONSIVENESS

The Procurement Coordinator shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

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

G. EVALUATION OF RESPONSES

All responsive RFP Packages shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Member will receive an electronic copy of all responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet. Each Committee Member shall then evaluate each RFP Package according to the criteria provided herein. Each Committee Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other individual(s). Scores for each Respondent shall be recorded on the Evaluator's Score Sheet, and an explanation of the scores shall be provided on the Evaluator Narrative Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and to rank the responding firms based on the Evaluation Committee scores.

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, a notice of the meeting will be posted, and firms selected to participate in interviews/presentations will be notified.

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.

H. 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 Possible Points Per Evaluator:</u>
A. Qualifications	30
B. Pricing	30
C. Experience/Past Performance	30
D. Past Performance w/ St. Johns County	05
E. RFP Package Format	05
Total Maximum Points Possible:	100

I. 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.

J. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor 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 Contractor 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: REQUIREMENTS OF THIS RFP

A. SHIP OVERVIEW

The State Housing Initiatives Partnership (SHIP) program provides funds to eligible local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, low and moderate income families.

SHIP funds are distributed on an entitlement basis to all 67 counties and 52 Community Development Block Grant (CDBG) entitlement cities in Florida based on population. SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buy downs, short-term acquisition of property for affordable housing, matching dollars for federal housing grants and programs, homeownership counseling, disaster relief, and other activities as required by legislative action.

The SHIP Program Overview and Procedures Manual can be accessed at the following link: <https://www.floridahousing.org/docs/default-source/programs/special-programs/ship---state-housing-initiatives-partnership-program/state-housing-initiatives-partnershipproceduresonline.pdf?sfvrsn=2>.

B. MINIMUM QUALIFICATIONS

Respondents must be currently licensed to do business in the State of Florida and in St. Johns County, and upon award, must show proof of a Local Business Tax Receipt (formerly referred to as an Occupational License).

Firms or individuals interested in submitting an RFP Package for this project must also meet, and show proof of the following qualifications:

1. Be licensed and able to provide proof of state licenses as follows:
 - a. Active General Contractor's license, **OR**
 - b. Active Florida State Standard Building Inspector license, **OR**
 - c. Hold a Residential Inspector's Certification from an accredited organization such as SBCCI, or ASHI (American Society of Home Inspectors) for a period of one (1) year, **OR**

- d. Hold certification as a licensed architect, professional engineer and have a minimum of five (5) years' experience in construction.
2. Have at least five (5) years' experience in providing residential inspections and written reports;
3. Must be able to provide inspection reports in electronic format with extensive digital photo documentation before, during and after the rehabilitations.
6. Must have fax and/or email capabilities for communicating with SHIP office.

Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted on **Attachment "F"** – Licenses/Permits/Certifications and included with each copy of the Respondents' RFP Package.

Upon award, the Contractor (Inspector) shall be required to obtain and maintain throughout the life of the contract, a Local Business tax receipt from St. Johns County. A Contractor does not need to have a physical location within the County to obtain a Local Business Tax Receipt.

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.

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor 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 Contractor 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.

C. SCOPE OF SERVICES

For the purposes of this RFP, **the inspector will be referred to as the "Contractor"** in the scope of services, and throughout the RFP document.

The Scope of Services shall include providing home inspections, written reports, and repair estimates. Home inspections include, but are not limited to, rehabilitation services, Emergency Repairs to sub-standard housing, and/or homebuyer inspections which may include new construction for housing programs including the State Housing Initiatives Partnership (SHIP) Program. Inspections are to be conducted to determine the type(s) of repairs necessary to bring houses up to code according to the St. Johns County Standard Housing Code and to address any and all safety, health, and sanitation issues to the extent that program funding award amounts per unit will allow. For example, in years where customary levels of SHIP funding are received from the State, there are approximately thirty (30) to thirty five (35) inspections performed per year. The number of inspections performed each year for various housing projects shall be contingent upon the amount of program funding received, granted, or budgeted.

Inspections may be conducted in sub-standard housing conditions and are to be accomplished with a positive and respectful attitude, primarily focusing on health and safety concerns. Work may occasionally be in unsanitary conditions due to trash or waste disposal system problems. General exposure to dust, mold, and mildew will be encountered.

Inspection Services per property scheduled for rehabilitation services and emergency repairs include an initial inspection, cost and spec write-up, an intermediate inspection if applicable, and a final inspection. Inspection Services for the homebuyer program include an initial inspection, spec write-up, an intermediate inspection if applicable, and a final inspection. If rehabilitation/repair work is not complete before a scheduled final inspection takes place, the inspection will be conducted, and identified, as an additional intermediate inspection and a final inspection must be re-scheduled. Items not completed must be clearly identified on the written inspection report and documented with photographs attached to the inspection report.

All Inspection Services per property must have before and after photos of items identified for repair/rehabilitation.

Scheduling of inspections

Inspection services for rehabilitation services and emergency repairs for the housing programs will be scheduled by the independent vendor(s) contracted with the County for rehabilitation services and emergency repair services or St. Johns County Housing Staff. From time-to-time, County Housing Staff will schedule inspections for other projects.

All reports shall be submitted in a format acceptable to the County and understandable to the independent vendor(s) contracted with the County for all County housing programs with regard to acceptable phrasing of statements regarding home and resident, information that should or should not be included in reports, confidentiality, and technical elements. An example of an inspection report format is provided in **Attachment “K-1”** Inspection Report and Checklist – Sample. A cover sheet identifying whether the report is an Initial, Intermediate, or Final (Post) inspection must accompany the inspection report.

Additional services for homebuyer inspections may be requested by the County on an as needed basis for a purchase versus rehabilitation comparison analysis. This type of inspection will include inspecting major systems such as the roof, air conditioning, wiring, plumbing, etc.

The Contractor must have the capacity and flexibility to schedule inspections and respond quickly to requests for services and to conduct inspections with existing homeowners or family members being present. Inspections must be scheduled within six (6) working days after a request for service is submitted. If unable to schedule the inspection within this time frame due to workload, the Contractor must notify the requestor as to when the inspection can be conducted and provide the reason for the delay.

The Contractor must also have the capability to provide written reports (draft and/or final versions) along with all requested documentation within the stipulated timeframe designated by the St. Johns County Housing Development Department: inspection reports for rehabilitation services shall be provided within 48 working hours of the inspection; reports for emergency repairs shall be submitted within 24 hours of the inspection. (See “Inspection Reports” below.)

General Procedures for Inspections for Rehabilitation Services and Emergency Repairs to Sub-Standard Housing

1. Homeowner applies for SHIP Rehabilitation Services or emergency repairs through the County and/or the independent vendor(s) contracted with the County for rehabilitation and emergency repairs services.
2. Eligibility of Homeowner is verified by the independent vendor(s) contracted with the County for rehabilitation and emergency repairs services.
3. County receives copy of application/eligibility packet regarding home scheduled for rehabilitation or emergency repairs.
4. Independent vendor or County Housing Staff schedules initial inspection with the Contractor (Inspector).
5. Contractor provides the independent vendor and County with inspection report with photographs, and cost and spec write-up identifying primary and secondary items for rehabilitation/repair.
6. Review of initial inspection report is conducted by County and independent vendor(s) contracted with the County for rehabilitation and emergency repairs services.
7. Scope of Work is developed by independent vendor(s) contracted with the County for rehabilitation and emergency repairs services, based upon the inspection report; County reviews and approves the scope of work.
8. Independent vendor schedules intermediate inspection (when applicable) with Contractor at 50% completion of rehabilitation work; Contractor provides County and independent vendor with inspection report with photographs of work completed and still in progress.

9. Independent vendor schedules final (post) inspection with Contractor; Contractor provides County and independent vendor with final inspection report with photographs of completed work.

Procedures for Homebuyer Inspections

1. Home Buyer locates house, signs purchase contract & calls County Housing Department for home inspection.
2. County Housing staff sends work request electronically to home inspector (Contractor) who will complete house/termite (wood destroying organisms) inspection and report within seven (7) working days.
3. Contractor submits, electronically or by hand delivery, a report to County Housing office, home buyer and lender. Inspection report will include, at a minimum, a report narrative, an estimate of cost of repairs, and a summary attached to the front which details safety issues and code violations as priority repairs and other repairs as secondary. An inspection invoice should accompany the summary copy. The amount Housing pays per inspection is all-inclusive and covers inspection, write-up, report distribution, any interim inspection(s) and a post inspection. The Contractor will be paid upon satisfactory completion of all scheduled inspections and submittal of a final invoice with supporting documentation in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).
4. Scope of repairs is decided by County Housing staff. A letter detailing required repairs will be issued (either attached to home inspection report or separately) to home buyer and lender. Realtor(s) and/or Buyer/Seller will negotiate repairs. Repair scenarios:
 - a. Seller does some or all required repairs before closing. Interim inspection is required before closing. If seller does not complete repairs satisfactorily, closing may be delayed. Post inspection will also be required if seller does some required repairs and buyer does the remaining repairs after closing.
 - b. Seller agrees to escrow funds for some or all repairs to be done after closing. Contractor will do post inspection.
 - c. Buyer does some or all repairs after closing using escrowed SHIP funds and/or personal funds if necessary. Contractor will do post inspection.
5. Buyer will take responsibility for getting repairs done within required two (2) month time frame. Buyer will call the County Housing office when ready for post inspection. Contractor will be contacted by County Housing Staff and will arrange to conduct a post inspection. After the post inspection, if all required repairs have been affected, SHIP client's file will then be closed

Inspection Reports

Inspection reports shall be provided to the County and independent vendor(s) contracted with the County for rehabilitation services within 48 working hours of the inspection; reports for emergency repairs shall be submitted within 24 hours of the inspection. The Contractor shall provide copies of the inspection reports to the independent vendor(s) contracted with the County for rehabilitation and emergency repairs services. Copies of all inspection reports shall also be provided the St. Johns County Housing Department upon request.

Inspection Services for Rehabilitation Services and Emergency Repairs to Sub-Standard Housing

The following details the information that shall be presented by the Contractor upon completion of each portion of the work.

1. **Initial Inspection for Rehabilitation and Emergency Repairs Services - MANDATORY**
 - a. Client Name, Address, Telephone Number(s);

- b. Any and all useful information regarding applicant and residence for SHIP assistance;
 - c. **Detailed** description and photographic documentation of exterior of house, particularly structure, siding and roof;
 - d. **Detailed** description and photographic documentation of interior of house, particularly plumbing, electrical, floors, heating, doors and windows;
 - e. Summary, citing safety and health concerns, code violations, and other problems that must be addressed to bring dwelling up to building code applicable at time of inspection;
 - f. **Detailed** technical rehabilitation specifications and cost estimates with major systems, safety/code compliance violations as first priority, and items such as drywall repair, interior door replacement, etc. as second priority which may be addressed as remaining funds are available;
 - g. Sketch of Floor Plan that provides clarity to where the necessary repairs are to occur;
 - h. Photographs of the observed exterior and interior items of concern;
 - i. List any special repairs requested by homeowner; and
 - j. Signature of Inspector & date of execution.
2. **Intermediate Inspection for Rehabilitation Services – MANDATORY (Unless Otherwise Directed)**
- a. Client Name & Address;
 - b. Listing of work completed, and in progress, or reference to list of repairs provided;
 - c. Evaluation of work to date;
 - d. Signature of Inspector & date of execution; and
 - e. Photographs of the observed exterior and interior items of concern;
3. **Final Inspection for Rehabilitation and Emergency Repairs Services – MANDATORY (For some Projects additional inspections may be required before a final inspection is conducted)**
- a. Client Name & Address;
 - b. Listing of work completed, or reference to list of repairs provided;
 - c. Photographs of the observed exterior and interior items documenting completion of work;
 - d. Comments of inspector on quality of repairs specified on work order; and
 - e. Signature of Inspector & date of execution.

Inspection Services for HomeBuyer Program

The following details the information that shall be presented by the Contractor upon completion of each portion of the work.

1. **Initial Inspection - MANDATORY**
- a. Client Name, Address, Telephone Number(s);
 - b. Any and all useful information regarding applicant and residence for SHIP assistance;
 - c. **Detailed** description and photographic documentation of exterior of house, particularly structure, siding and roof;
 - d. **Detailed** description and photographic documentation of interior of house, particularly plumbing, electrical, floors, heating, doors and windows;
 - e. Summary, citing safety and health concerns, code violations, and other problems that must be addressed to bring dwelling up to building code applicable at time of inspection;
 - f. **Detailed** technical rehabilitation specifications and cost estimates with major systems, safety/code compliance violations as first priority, and items such as drywall repair, interior door replacement, etc. as second priority which may be addressed as remaining funds are available;
 - g. Sketch of Floor Plan that provides clarity to where the necessary repairs are to occur;;
 - h. Photographs of the observed exterior and interior items of concern;
 - i. List any special repairs requested by homeowner; and
 - j. Signature of Inspector & date of execution.

2. Intermediate Inspection – IF APPLICABLE

- a. Client Name & Address;
- b. Listing of work completed, and in progress, or reference to list of repairs provided
- c. Photographs of the completed work;
- d. Evaluation of work to date;
- e. Signature of Inspector & date of execution; and

3. Final Inspection – MANDATORY

- a. Client Name & Address;
- b. Listing of work completed, or reference to list of repairs provided;
- c. Photographs of the observed exterior and interior items documenting completion of work;
- d. Comments of inspector on quality of repairs specified on work order;
- e. Signature of Inspector & date of execution; and

4. Additional Services

Occasional General Homebuyer Inspections include inspection of major systems such as the roof, heating/cooling system, wiring, plumbing, etc., for single family home purchases participating in other programs.

Operating Policies & Procedures

The Contractor shall provide the County with a written Operating Policies and Procedures manual for Inspection Services which shall be implemented and followed by the Contractor, Contractor's staff and sub-contractors. Operating Policies and Procedures manuals must include a conflict of interest policy and procedures for handling complaints and grievances.

Disputes

Upon notice to the County, the Contractor and Owner will work to settle all claims or disputes arising from or related to the Scope of Work. If Contractor and Owner fail to settle any such claim or dispute within thirty (30) days, then the County reserves the right to work to settle the claim or dispute by exercising any or all available remedial actions as determined by the County, including but not limited to mediation, filing a claim in a court of competent jurisdiction or arbitration. Notice of the remedial action shall be made in writing within a reasonable time after the dispute has arisen, and in accordance with the laws of the State of Florida. The prevailing party shall be entitled to recover all costs, including reasonable attorney's fees.

D. CONTRACTOR EQUIPMENT

The Contractor is required to provide any and all equipment necessary to perform the services stated herein, which are required by the Contract Agreement.

E. MONITORING AND AUDITS REGARDING SHIP FUNDED PROJECTS

The administration of resources awarded by the Florida Housing Finance Corporation to St. Johns County and expended by a sub-recipient (Contractor) are subject to audits under Section 215.97, Florida Statutes., the "Florida Single Audit Act".

Monitoring

In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes., monitoring procedures may include, but not be limited to, on-site visits by County Staff and or other procedures. By entering into an agreement with the County, the sub-recipient (Contractor) agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event the County determines that a limited scope audit of the recipient is appropriate, the sub-recipient agrees to comply with any additional instructions provided by County Housing Staff to the sub-recipient regarding such audit. The sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

1. In the event that the sub-recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such sub-recipient (for fiscal years ending September 30, 2004 or thereafter), the sub-recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 315.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the sub-recipient shall consider all sources of state financial assistance, including state financial assistance received from the County, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with audit requirements addressed in paragraph 1, the sub-recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the sub-recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.07, Florida Statutes, is not required. In the event that the sub-recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the sub-recipient's resources obtained from other than State entities).
4. Information relating to the Statutes and rules and regulations referenced above for the Florida Single Audit Act may be accessed at the following links:

<https://apps.fldfs.com/fsaa/statutes.aspx>

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0215/Sections/0215.97.html

<http://flrules.elaws.us/reference/Ref-06404>

Report Submissions

1. Copies of financial reporting packages required as stated above shall be submitted by or on behalf of the sub-recipient directly to each of the following:
 - (a.) St. Johns County at the following address:

St. Johns County Health and Human Services Department
Attn: Housing & Community Services Manager
200 San Sebastian View, Suite 2300
St. Augustine, Florida 32084
 - (b.) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

2. Sub-recipients, when submitting financial reporting packages to the County for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

F. RECORD RETENTION

The sub-recipient shall retain sufficient records demonstrating its compliance with the terms of the agreement for a period of five (5) years from the date the audit report is issued, and shall allow the County, or its designee, CFO, or Auditor General access to such records upon request. The sub-recipient shall ensure that audit working papers are made available to the County, or its designee, CFO, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the County.

G. SUB-CONTRACTORS

Each Respondent shall submit, with his/her RFP Package, a list of proposed Subcontractors and major materials suppliers to be used if awarded the contract. A copy of **Attachment "G"**, "List of Proposed Subcontractors", provided herein shall be used to submit this information with each RFP Package. Each Respondent shall also provide documentation to fully demonstrate the qualifications of any and all proposed subcontractors and that they have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all subcontractors including any and all licenses/certifications held, education and experience related information for each subcontractor. If no Subcontractors or major material suppliers are required, so state there on. Any work proposed by the Contractor, that shall be performed by any sub-contractor shall be previously approved by the County, prior to any work being performed.

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

Subcontractors and other persons and organizations proposed by a 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, prior to a change being made.

H. FORCE MAJEURE

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of County Staff is to identify the number one ranked firm through the evaluation process and to recommend to the Board of County Commissioners, to enter into negotiations, and if successful, award a contract with that firm. If negotiations with the number one ranked firm are not successful, the County will end those negotiations, and enter into negotiations with the second ranked firm, until such time as a contract is awarded, or all firms have been exhausted, and the County must reject all proposals.

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of one (1) year, with the opportunity to renew the contract for four (4) one (1) year renewal periods. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the SJC Housing Department and Purchasing Department Director. The County is under no obligation under this contract to exercise any of the available extensions.

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.

The executed agreement between St. Johns County and the awarded Contractor shall be nonexclusive. As such, the County reserves the right to separately identify and bid as an individual project(s) or make separate purchase(s) of any services, parts, materials, supplies and/or equipment pertaining to its Housing Inspection Services, as necessary to serve the best interests of the County.

B. LICENSES, PERMITS & CERTIFICATIONS

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

C. 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 and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor 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 Contractor 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 Contractor 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 Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor 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 Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability 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 a Contractor.

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 per Florida Statute 440.02.

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

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor 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 Contractor 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 Contractor 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 Contractor.

F. INDEMNIFICATION

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

G. 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 Proposals 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.

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 Proposals. 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 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 Proposals 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 Proposals, 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. 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.

C. 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.

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

D. RFP PACKAGE SUBMITTAL FORMAT

All RFP 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 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	Cover Page
2	Letter of Introduction
3	Respondent's Profile
4	Qualifications of Company, Staff and Sub-Contractors <ul style="list-style-type: none">a. Attachment F – Licenses, Permits, and Certificationsb. Attachment G – List of Proposed Sub-Contractorsc. Attachment H – Staff/Sub-Contractors Certifications
5	Method of Compensation <ul style="list-style-type: none">a. Attachment A – Pricing
6	Experience / Past Performance <ul style="list-style-type: none">a. Attachment I – Experience / Past Performance
7	Past Performance w/ St. Johns County <ul style="list-style-type: none">a. Attachment J – Past Performance w/ St. Johns County
8	Other Required Forms <ul style="list-style-type: none">a. Attachment B – St. Johns County Affidavitb. Attachment C – Affidavit of Solvencyc. Attachment D – Drug-Free Workplaced. Attachment E – Conflict of Interest Disclosure

- e. Proof of Liability Insurance and Limits
- f. Any Issued Addenda

E. 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) hard copy original on 8 1/2" X 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style and 12 size font, and one (1) exact electronic copy on USB drive. Additionally, all headings, sections and sub-sections shall be identified appropriately. The electronic version on USB Drive must be an identical copy of the original hard copy in pdf format.

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

Section 1: Cover Page – Each Respondent shall use the cover page provided in Part VII: Attachments/Forms

Section 2: Letter of Introduction – Each Respondent shall provide a one or two page letter of introduction. Include the original signed letter of introduction with the original RFP Package, and a copy of the letter of introduction with each copy of the RFP Package. The letter of introduction should include the following:

- A brief statement of the respondent's understanding of the services to be provided;
- Highlights of the Respondent's qualifications and ability to perform the project services

Section 3: Respondent Profile (Qualifications of Company) – Each Respondent shall provide the following information in the Respondent Profile:

- The Respondent's Company name, business address, phone number, fax number, and email address, must include location address of office that will perform the services under this Contract;
- All contact information, including the name, title, phone number, fax number, e-mail address, and street address of any contact person in the Respondent's organization who will respond to questions regarding the submitted RFP Package;
- 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;
- A letter of Designation of Authority for any representative of the firm who may be submitting the RFP or signing any documents on behalf of the firm who is not the Owner or Principal of the firm; and
- Current W-9 Form

Section 4: Qualifications of Company, Staff and Sub-Contractors – Respondents shall submit sufficient documentation to fully demonstrate the necessary qualifications to perform the services required under this contract.

Under this section, Respondents shall submit any and all current and valid licenses and/or certifications held by the Respondent's firm, key personnel, and/or sub-contractors that are relevant to the scope of work to be performed under this contract. This information shall be submitted on **Attachment "F"** – Licenses, Permits, and Certifications, **Attachment "G"** – List of Proposed Sub-Contractors, and **Attachment "H"** – Company, Staff, and Sub-Contractor Certifications. Respondents shall also include brief resumes of key personnel and proposed sub-contractors, and copies of all required licenses, permits and/or certifications as backup.

Respondents shall also submit information demonstrating qualifications for the following:

- In-House Staff assigned to the County,
- Education/experience of key personnel,
- Manpower and organization of company,
- Familiarity and expertise with project area codes and regulations, and

- Any and all regulatory license agency sanctions.

Section 5: Pricing – Each Respondent shall submit pricing for an initial inspection including write-up and estimate, wood destroying organisms, intermediate inspection with report, and final (post) inspection with report. This information shall be submitted on **Attachment “A”** – Pricing provided herein.

Section 6: Experience/Past Performance – Respondents shall demonstrate any and all services of similar size and scope as those described herein performed as follows:

- Provide proof of at least five (5) years’ experience in residential inspections and written reports within the past five (5) years. Respondents shall provide the following information for this category: entity/agency for which services were provided, brief description of services performed, total dollar value of services performed, dates of services performed, and name, email address and phone number of point of contact for reference verification.

This information shall be submitted on **Attachment “I”** provided herein.

References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

Section 7: Past Performance w/ St. Johns County – Respondents shall demonstrate any and all services of similar size and scope as those described herein performed for St. Johns County within the past five (5) years. Respondents shall provide the following information for this category: brief description of services performed, total dollar value of services performed, dates of services performed, and point of contact. This information shall be submitted on **Attachment “J”** provided herein.

Section 8: Other Required Forms – Each Respondent shall submit in this section of the RFP Package the following forms:

- **Proof of Liability Insurance and Limits** (Prior to issuance of an executed contract, awarded respondent shall provide a Certificate of Insurance naming St. Johns County as “Additional Insured”)
- **Attachment “B”** – St. Johns County Affidavit,
- **Attachment “C”** – Affidavit of Solvency
- **Attachment “D”** – Drug-Free Workplace Form,
- **Attachment “E”** – Conflict of Interest Disclosure, and
- **Signed copies of any issued addenda**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PART VI: EVALUATORS'S SCORE SHEET EXAMPLE

**ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS
CRITERIA RANKING:**

DATE:
PROJECT: RFP 18-11, Housing Inspection Services

Respondents	A. Qualifications	B. Method of Compensation	C. Experience / Past Performance	D. Past Performance w/ St. Johns County	E. RFP Package Format	TOTALS
	0 to 30	0 to 30	0 to 30	0 to 05	0 to 05	0 - 100

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

PART VII: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL
AND ONE (1) EXACT ELECTRONIC COPY ON USB DRIVE TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Diana M. Fye, CPPB, Procurement Coordinator**

FULL LEGAL COMPANY NAME: _____

MAILING ADDRESS: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "A"

PRICING

- | | |
|--|----------|
| 1. Initial Inspection, Write-Up & Estimate | \$ _____ |
| 2. Wood Destroying Organisms (if applicable) | \$ _____ |
| 3. Intermediate Inspection & Report (if applicable) | \$ _____ |
| 4. Final (Post) Inspection & Report | \$ _____ |
-

During the preparation of the RFP, the following addenda, if any, were received:

No.: _____ Date Received: _____	No.: _____ Date Received: _____
No.: _____ Date Received: _____	No.: _____ Date Received: _____

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the Board of County Commissioners, or any other agent or employee of the County, director or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

FULL LEGAL COMPANY NAME: _____

MAILING ADDRESS: _____

MINORITY OR WOMAN OWNED BUSINESS: _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: _____

DATE OF SIGNATURE: _____

TELEPHONE NO: _____

FAX NO: _____

EMAIL ADDRESS: _____

REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES

ATTACHMENT "B"

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: 18-11, Housing Inspection 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 18-11
HOUSING INSPECTION SERVICES

ATTACHMENT "C"
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 18-11
HOUSING INSPECTION SERVICES**

St. Johns County Board of County Commissioners

ATTACHMENT "D"

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for 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 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "E"

**St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP No 18-11 Housing Inspection Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Consultant's/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

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "F"

LICENSES, PERMITS, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his/her proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

**ATTACHMENT "G"
LIST OF PROPOSED SUB-CONTRACTORS**

Each Respondent shall provide any and all subcontractors or major materials suppliers proposed to perform any portion of work specified herein. All proposed subcontractors are subject to approval by the County.

<u>DIVISION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTORS</u>

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "H"

COMPANY STAFF AND SUB-CONTRACTOR CERTIFICATIONS

Each Respondent shall complete and submit Attachment "H" Company Staff and Sub-Contractor Certifications along with resume of each named individual with the submitted Proposal.

COMPANY STAFF AND SUB-CONTRACTOR CERTIFICATIONS (* attach resume of each individual identified)		
STAFF / SUBCONTRACTOR NAME	TITLE	CERTIFICATION(S)

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "I"

EXPERIENCE / PAST PERFORMANCE

Respondents shall demonstrate any and all services of similar size and scope as those described herein performed within the past five (5) years. The required information shall be submitted in the spaces provided below. St. Johns County reserves the right to request additional information.

1. Name of Entity/Agency: _____
Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

2. Name of Entity/Agency: _____
Services Provided: _____

Services for: Repairs/Rehab/Residential Construction _____ Income Verification/Certification _____
Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

3. Name of Entity/Agency: _____
Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

4. Name of Entity/Agency: _____
Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

5. Name of Entity/Agency: _____
Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

(Additional pages may be attached)

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "J"

PAST PERFORMANCE w/ ST. JOHNS COUNTY

Respondents shall demonstrate any and all services of similar size and scope performed as those described herein performed for St. Johns County within the past five (5) years. The required information shall be submitted in the spaces provided below. St. Johns County reserves the right to request additional information.

1. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

2. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

3. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

4. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

5. Services Provided: _____

Dollar Value of Services: _____ Dates of Service: _____
Point of Contact: _____
Point of Contact Email: _____ Phone Number: _____

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "K"

SAMPLE INSPECTION REPORT

Attached is a sample inspection report and checklist, provided by the Florida Housing Coalition in their *Residential Rehabilitation Guide*, which may be used by the Contractor. The Contractor may utilize his/her own inspection form as long as the format is acceptable to the County and the independent vendor(s) contracted with the County for SHIP rehabilitation services.

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

ATTACHMENT "K-1"

INSPECTION REPORT AND CHECKLIST - SAMPLE

PROPERTY INSPECTION REPORT

Owner: _____	Inspection Date: _____
SJHP Client #: _____	Inspector: _____
Address: _____ _____	
Phone: _____	Number of People in Home: _____ Bdrm/Bthrm: _____
Phone: _____	Disabilities: _____

Site Exterior

* Denotes item requiring attention

Item	Description
Trees	
Sidewalk	
Driveway	
Debris	
Fencing	
Septic/Pump	
Well/Pump	
Grading	

Building Exterior

<u>Total Area:</u>	<u>Conditioned Area:</u>
<u>Year Built:</u>	
<u>Wall Construction:</u>	
<u>Foundation:</u>	

Item	Description
Roofing	
Roof Decking	
Porches	
Steps/Landings	

Building Exterior (Continued)

Item	Description
Wheelchair Ramp	
Siding/Trim	
Fascia/Soffit	
Windows	
Front Door/Lock	
Rear Door/Lock	
Side Door/Lock	
Paint	
Ventilation	
Garage	
Overhead Door	
Foundation	
Termite Damage	

Building Interior

<u>Locksets:</u>	<u>Privacy:</u>	<u>Passage:</u>	<u>Doorstops:</u>
<u>Total:</u>			
<u>Blinds:</u>			

Living Room

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Dining Area

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Kitchen

Item	Description			
Ceiling				
Walls				
Flooring				
Appliances	Range:	Refrigerator:	Dishwasher:	
Manufacturer				
Model #				
Serial #				

Laundry Room

Item	Description
Ceiling	
Walls	
Flooring	
Doors	
Washer	
Dryer	

Hallway

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Bedroom #1

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Bedroom #2

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Bedroom #3

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Bedroom #4

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Bathroom #1

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Bathroom #2

Item	Description
Ceiling	
Walls	
Flooring	
Doors	

Cabinetry

Item	Description
Kitchen	
Bath #1	
Bath #2	

Plumbing

Item	Description
Laundry Room Washer Lines	
Kitchen Sink Faucet	
Bath #1 Tub/Shower Sink/Faucet Commode	
Bath #2 Tub/Shower Sink/Faucet Commode	
Water Heater	
Water Lines	
Waste Lines	
Hose Bibbs	

Electrical

Item	Description
Service Panel	
Exterior Lights	
Garage	
Living Room	
Dining Room	
Kitchen	
Laundry Room	
Hallway	
Bedroom #1	
Bedroom #2	
Bedroom #3	
Bedroom #4	
Bath #1	
Bath #2	
Smoke Detectors	
CO Detectors	
GFCI's	
Outlets	

HVAC

Item	Description
Condenser Unit	
Air Handler	
Thermostat	
Ducts	

Insulation

Item	Description
Walls	
Attic	
Floors	

Other Concerns

Item	Description

NOTES:

PART VIII: OPTIONAL CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**


SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	Cover Page		
Section 2	Letter of Introduction		
Section 3	Respondent Profile		
Section 4	Qualifications of Company, Staff & Sub-Contractors:		
	<ul style="list-style-type: none"> Attachment "F" Licenses, Permits & Certifications 		
	copies of Active GL License <u>or</u> Active Florida State Standard Building Inspector License <u>or</u> Active Residential Inspector's Certification, <u>or</u> Certification as a Licensed Architect <u>or</u> Professional Engineer		
	<ul style="list-style-type: none"> Attachment "G" List of Sub-Contractors 		
	<ul style="list-style-type: none"> Attachment "H" Company Staff and Sub-Contractor Certifications (include resumes) 		
Section 5	Pricing: Attachment "A" Pricing Proposal Form		
Section 6	Attachment "I" – Experience / Past Performance		
Section 7	Attachment "J" – Past Performance with St. Johns County		
Section 8	Other Required Forms (including the following):		
	Proof of Liability Insurance and Limits		
	Attachment "B" RFP Affidavit		
	Attachment "C" Affidavit of Solvency		
	Attachment "D" Drug Free Work Place Form		
	Attachment "E" Conflict of Interest Disclosure Form		
	Acknowledged (signed) copies of Addenda		
	One (1) Hard-Copy Original and One (1) Exact Electronic Copy on USB drive.		

PART IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO 18-11
HOUSING INSPECTION SERVICES**

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

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	<u>18-11</u>
RFP TITLE:	<u>Housing Inspection Services</u>
DUE DATE/TIME:	<u>Thur., December 7, 2017 @ 4:00 p.m.</u>
SUBMITTED BY:	<u>Company Name</u>
	<u>Company Address</u>
	<u>Company Address</u>
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Diana M. Fye, CPPB 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT