

RESOLUTION NO. 2023 - 193

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE AWARD OF RFP NO: 23-39; MITIGATION CONSULTING SERVICES, TO QUALITY ENGINEERING & SURVEYING, LLC AS THE TOP RANKED FIRM, AND EXECUTION OF A CONTRACT FOR COMPLETION OF THE WORK AS SPECIFID UNDER RFP NO: 23-39.

RECITALS

WHEREAS, the objective of the County is to hire a Consultant to provide technical expertise in augmenting the County's capabilities to receive the maximum funding opportunity from any mitigation programs offered by FEMA, HUD, FDEM, FDEO, or any other federal, state, or local funding source. The programs will include, but are not limited to: HMA, HMGP, BRIC, FMA, and NFIP; and

WHEREAS, the SJC Purchasing division issued a formal Request for Proposals (RFP) solicitation in accordance with the SJC Purchasing Policy and received three (3) proposals, which were reviewed and scored by the Evaluation Committee, and a public evaluation meeting held to announce the scores and ranking of Respondents; and

WHEREAS, through the formal RFP process, Quality Engineering & Surveying, LLC, was determined to be the top ranked firm by the evaluation committee; and

WHEREAS, the County finds that entering into contract to complete the work serves a public purpose; and

WHEREAS, the project(s) authorized by Task Order will be funded by the County and submitted for reimbursement from the respective mitigation program.

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 No. 23-39 to Quality Engineering & Surveying, LLC as the top ranked firm as provided herein.

Section 3. Upon Board approval, the County Administrator, or designee is further authorized to finalize and execute a contract, in substantially the same form and format as the attached draft for performance of the services as specifically provided in RFP No: 23-39.

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, on this 6th day of June, 2023.

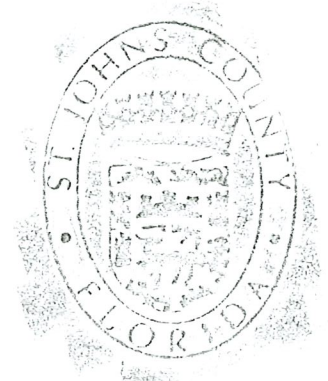
Rendition Date JUN 06 2023

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: [Signature]
Deputy Clerk





PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: _____

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This Professional Services Agreement (hereafter "Agreement") is made this ___ day of _____, 2022 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **QUALITY ENGINEERING & SURVEYING, LLC** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 18320 Highway 42, Port Vincent, LA 70726, Phone: (226) 698-1600, and E-mail: jseal@qesla.com; for **RFP NO: 23-39; MITIGATION CONSULTING SERVICES**, hereinafter referred to as the "Services". When referred to together, the County and Consultant shall be collectively referred to as the "Parties".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that shall govern the performance of Services by the Consultant and shall be comprised of the following:

- a) Fully Executed Task Orders, Change Orders, and Amendments to this Agreement;
- b) This fully executed Professional Services Agreement, and all Exhibits and/or Attachments hereto:
 - a. Exhibit A – Consultant's Rate Sheet;
 - b. Exhibit B – FEMA Public Assistance Program Required Contract Clauses;
 - c. Exhibit C – Appendix II to 2 CFR Part 200;
- c) RFP Documents for RFP No. 23-39, including all Exhibits and issued Addenda
- d) Insurance furnished by Consultant meeting the requirements of Article XII

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of the Contract. No terms, conditions, limitations or exclusions in Consultant's proposal documents or invoices shall be binding upon the County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the main body of this Agreement shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Any and all Contract Documents shall remain the property of the County. Consultant is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Consultant shall have the right to keep one record set of the Contract Documents upon completion of the Services; provided, however, that in no event shall the Consultant, or the Consultant's sub-contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.1.4 Consultant shall perform no portion of the Services at any time without adequate Contract Documents. If Consultant performs any portion of the Services where Consultant knows or should know such Services involve a recognized error, inconsistency, or omission in the Contract Documents without notice to the Project Manager and the County, Consultant shall bear responsibility for such performance and shall bear the cost of correction.

1.1.5 Consultant shall have a continuing duty to read, carefully study and compare each of the Contract Documents and the Submittals, to identify any inconsistency, ambiguity, error or omission which Consultant may discover with respect to these documents before proceeding with the affected Work. Consultant is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents shall be resolved through good faith efforts upon the part of the Consultant and the County. Should the Consultant have any questions concerning interpretation or clarification of the Contract Documents, Consultant shall submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Consultant within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The Project Manager will render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest to the County's rendered determination within fourteen (14) calendar days of receipt thereof. Consultant's protest shall be submitted to the Assistant Director of Purchasing and Contracts, and shall state clearly and in detail the basis thereof. Failure by the Consultant to protest the County's rendered determination within fourteen (14) calendar days shall constitute

a waiver by Consultant of all its rights to further protest, judicial or otherwise. The County will consider Consultant's protest and render its decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the County's decision, Consultant shall deliver written notice to that effect to the County within three (3) business days of receipt of the County's decision.

1.1.6 Unless otherwise directed in writing, Consultant shall at all times carry on the Services and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document Dispute. In no event shall a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Consultant from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II AGREEMENT TERM

This Agreement shall become effective upon the date of execution by all parties and shall remain in effect for a period of three (3) calendar years. The County and Consultant may extend this Agreement in whole or in part upon execution of a written Amendment. Consultant shall perform the Services within the time periods specified in each Task Order.

ARTICLE III DEFINITIONS

3.1 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

3.1.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.2 Amendment: A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.

3.1.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.4 Change Order: A document, signed by both Parties, providing the written modification to a previously issued Contract, adjusting contract price, scope of work, or completion time.

3.1.5 Compensation Method:

3.1.5.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subconsultants and/or subcontractors, and any other expense or cost of whatever nature incurred by Consultant as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.5.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:

3.1.5.2(A) Actual Hours. Actual hours necessary, required, and expended by the Consultant's and/or Subconsultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit B (Consultant's Rate Sheet). The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant except for Expenses approved in writing by the County pursuant to paragraph 3.1.6.2(B) below.

3.1.5.2(B) Reimbursable Expenses. In addition to the hourly rates, the Consultant shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services ("Expenses") provided

such Expenses incurred by Consultant are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The County shall not be liable for any such Expenses that have not been approved in writing in advance by the County. All requests for payment of such Expenses shall include copies of paid receipts, invoices, or other documentation acceptable the County. Consultant acknowledges and agrees that failure to furnish the required documentation may result in the County's denying all or part of the Expenses for which reimbursement is sought. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

3.1.6 County Representative: The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.7 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

3.1.8 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

3.1.9 Services: The work described in Exhibit A to this Agreement, or a subsequently issued Amendment or Change Order including any and all Services procured under this Agreement.

3.1.10 Subcontractor: Any entity or individual engaged by Consultant to provide Services to the County for which Consultant is contractually obligated, responsible, and liable to provide and perform under this Agreement.

3.1.11 Task Order: A document, signed by both Parties, issued to Consultant under the terms and conditions of this Agreement that authorizes the performance of completion of a specific project or scope of work within a specified schedule for a specified fee.

ARTICLE IV SERVICES

4.1 Scope of Services

4.1.1 Consultant shall provide all services as set forth in each Task Order, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

4.1.2 Services provided by the Consultant shall be under the general direction of the St. Johns County Department requesting Services, or the St. Johns County Purchasing Division, who shall act as the County's representative during the performance of Services under this Agreement.

4.1.3 The Consultant shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws and the requirements of any applicable grant agreements.

4.1.4 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

4.1.5 Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's Services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

4.2 Task Orders

4.2.1 The Consultant shall submit a cost proposal and scope for each Project, in the format, as requested by the County. The Consultant shall not perform any services under this Agreement until a Task Order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. All Task Orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the agreed services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any modification to an executed Task Order shall be in writing and shall be executed by the County Administrator or his authorized designee.

4.2.2 Should Consultant have any questions concerning interpretation or clarification of a Task Order or the Contract Documents, Consultant shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest pursuant to Paragraph 13.7 titled "Disputes". Consultant's protest shall state clearly and in detail the basis thereof. The County will consider Consultant's protest and render its decision thereon within twenty-one (21) calendar days. If Consultant does not agree with the County's decision, Consultant shall immediately deliver written notice to that effect to the County.

ARTICLE V SCHEDULE

5.1 Consultant shall commence the Services and substantially complete all Services as described in each individual Task Order.

5.2 If the Services of an individual Task Order are scheduled to complete after the expiration of this Agreement, Consultant agrees to continue to complete such Task Order Services upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the Task Order was issued by the County.

ARTICLE VI COMPENSATION

6.1 General

6.1.1 The County agrees to pay and Consultant agrees to accept for Services rendered pursuant to this Agreement, amounts determined by a Compensation Method defined in Section 3.1.6 above. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

6.1.2 The cumulative total compensation for all Services authorized by Task Orders under this Agreement shall not exceed five percent (5%) of the total amount granted under the Federal and/or State programs included in the scope of this Agreement.

6.2 Method of Payment

6.2.1 Compensation for each Task Order shall be based on the method of compensation as stated in each Task Order. Compensation for all Task Orders issued under this Agreement shall either be on a lump sum basis and/or a Not-To-Exceed amount based on the hourly rates (including reimbursable Expenses if applicable), as set forth in Exhibit A.

6.2.1.1 For lump sum items, each Task Order shall include a mutually agreed breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Consultant shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit A subject to the NTE compensation amount identified therein. In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

6.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in any given Task Order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all Work Product and deliverables identified in each Task Order and the Contract Documents. No payment by the County

shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement. Any and all payments made to the Consultant by the County are contingent upon reimbursement from the granting agency, and shall be returned to the County by the Consultant in the event the County is deobligated, denied reimbursement, or otherwise unable to receive payments from or required to pay back funds to the granting agency for any program for which the Consultant is tasked to perform Services under this Contract. The Consultant's obligation to return any such funds shall survive the expiration or termination of this Contract, and shall remain throughout the duration of the grant program, and any audit period which may extend beyond the period of performance or duration of the grant program.

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content as the Project Manager may require. Such Application for Payment shall be based upon the amount of Work done or completed during the payment period, which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager shall review the Application for Payment to determine whether or not the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm the amount properly owing to Consultant. Upon confirmation by the Project Manager's confirmation for payment, payments by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

6.2.3.1 In the event the Project Manager determines the Application for Payment is incorrect, or the documentation provided is insufficient to approve the Consultant's Application for Payment, the County will notify the Consultant and request additional information and/or documentation, and the timeframe for payment shall be extended accordingly.

6.3 Withheld Payment

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant for any costs or expenses that the County incurs or reasonably expects to incur as a result of Consultant's failure to comply with the Contract Documents, this Agreement or as a result of Consultant's failure to pay Subconsultants.

6.4 Final Payment

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

6.5 Availability of Funds

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

ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software), first developed, produced or reduced to practice by Consultant or Subconsultant, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Consultant shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

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.

7.2 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), Consultant shall keep all 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, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

ARTICLE VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 County Representative

- 8.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's Representative from the Effective Date of this Agreement until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Section.
- 8.1.2 The County and Consultant shall communicate with each other in the first instance through the Project Manager.
- 8.1.3 The Project Manager shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Consultant. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Consultant.
- 8.1.4 The Project Manager shall review Consultant's Applications for Payment and shall confirm payment to the Consultant, those amounts then due to Consultant in accordance with the Contract Documents.
- 8.1.5 The Project Manager shall have authority to reject Work which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, Project Manager shall have authority to require additional review of the Work for compliance with the Contract Documents.
- 8.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary concerning Consultant's Submittals.
- 8.1.7 The Project Manager may authorize minor changes in the Work that have no effect on Contract Price or Contract Time.

8.2 Consultant Authorized Representative

Prior to commencing Services, Consultant shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Consultant ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon Consultant. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

8.3 Consultant Personnel

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

8.3.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE IX SUBCONTRACTORS

9.1 Subcontractors

9.1.1 Consultant may obtain the assistance of other Suppliers, firms, or individuals by subcontract ("Subcontractors") for the performance of a portion of these Services, provided that any such Subcontractor shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subcontractor(s) from the County. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

9.1.2 The County reserves the right to disqualify any Subcontractor based upon unsatisfactory performance. If a Subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subcontractor to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County. Any such replacement shall not obligate the County to incur additional costs under this Agreement.

9.1.3 The use of any such Subcontractor shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

9.1.4 Consultant shall be responsible for ensuring that any and all subcontracts include the requirements as set forth herein for any Services performed by a Subcontractor.

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

10.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Task Order or Change Order as provided in Section 4.2. The Consultant shall not commence work on any such change until such Task Order or Change Order has been issued and signed by both parties.

10.1.2 Consultant's written acceptance of a Task Order or Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

ARTICLE XI TERMINATION

11.1 TERMINATION

11.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Consultant. In such event, Consultant will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Consultant shall not be entitled to compensation or profit for Services not performed.

11.1.2 Consultant may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by Consultant. Consultant further agrees to cooperate and provide assistance to the County upon request in order to complete any Service or Project. In such event, the County shall compensate Consultant at its hourly rates set forth in Exhibit B for Services provided after termination.

11.1.3 The County may terminate this Agreement, in whole or in part, for cause or default. In the event of the Consultant's default, the County shall issue a Notice of Default to the Consultant, articulating the items which the County finds to be in default of the Contract Documents. Consultant shall have ten (10) calendar days from the receipt of Notice of Default to remedy deficiencies, or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Consultant fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, stating the date this

Agreement shall be terminated for cause, and the County may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

11.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

- (1) Stop Services on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

11.1.5 In the event Consultant changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

11.1.6 The rights and remedies of the County provided in this Section 11.1 are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT

12.1 Warranty of Performance

12.1.1 The Consultant hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

12.1.2 Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

12.1.3 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

12.2 Indemnity

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

12.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Consultant further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

12.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

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

12.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.3 Infringement

Consultant shall not infringe upon any patents, trademarks or copyrights (“Intellectual Property”) in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant’s obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of County and at Consultant’s sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

ARTICLE XIII INSURANCE

13.1 Consultant’s Insurance Requirements

13.1.1 Consultant shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Consultant has obtained all insurance coverages required under this section. The County will not make any payment to Consultant until Consultant has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Consultant has been completed, as determined by the County. Consultant shall maintain insurance coverage against Claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

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

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

13.2 Additional Insured Endorsements and Certificate Holder

The term “Additional Insured”, as used in this Agreement, shall mean St. John’s County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers’ Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

13.3 Workers Compensation

Consultant shall procure and maintain during the life of this Agreement, adequate Workers’ Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or

a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

13.4 Commercial General Liability

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

13.5 Automobile Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Professional Liability

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, each claim and aggregate. Consultant shall maintain Professional Liability for a period of four (4) years, or upon expiration/termination of Professional Liability Coverage, shall obtain 4-year tail coverage. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals. Retroactive date shall not be later than the first date that Services commence under this Agreement.

13.6.2 Consultant shall require any subcontractors performing Services under this Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.7 Other Requirements

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subconsultant certificates of insurance.

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

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

ARTICLE XIV GENERAL CONSIDERATIONS

14.1 Independent Contractor

Consultant shall act as an independent contractor and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

14.2 Taxes

14.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 14.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

14.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

14.3 Publicity and Advertising

14.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

14.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

14.4 Examination of Consultant's Records

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.5 Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida.

14.6 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 this Agreement in any manner whatsoever.

14.7 Contract Claims/Disputes

14.7.1 If any dispute between the County and Consultant arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each Party, such dispute shall be promptly escalated to Consultant's and County's Senior Representatives, upon the request of either Party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

14.7.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Consultant shall submit a Contract claim as provided herein.

14.7.3 Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts. Prior to filing a contract claim, Consultant shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting the all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Consultant is required to proceed with performance of the Services and maintain effective progress in the performance of the Services as set forth in this Contract. The contract claim shall include, at a minimum, the following:

- (1) The name and address of the Consultant and any legal counsel; and
- (2) The address to which the Assistant Director of Purchasing & Contracts should send their final decision; and
- (3) Identification of the final adverse decision or document that is the subject of the contract claim; and
- (4) Identification of the administrative remedies provided for in the contract that were pursued prior to the claim and the outcome; and
- (5) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claim; and
- (6) A statement of the grounds for each issue raised in the contract claim; and
- (7) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Consultant deems applicable to the issues raised in the claim.

14.7.4 During the Assistant Director of Purchasing & Contracts' review of the contract claim, the Assistant Director of Purchasing & Contracts may request additional information from either Party. The Parties are to provide the Assistant Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of either Party to timely comply may result in resolution of the claim without consideration of the requested information.

14.7.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Consultant to the notice address listed herein or by such other means as agreed to by the Parties.

14.7.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Consultant to the County Administrator. Consultant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contract's decision. Failure of the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, but shall not prohibit nor restrict the Consultant's ability to pursue legal action in Circuit Court.

14.8 Assignment and Arrears

14.8.1 Neither the County nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

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

14.9 Severability

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.10 Section 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.

14.11 Disclaimer of Third-Party Beneficiaries

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

14.12 No Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. 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.

14.13 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14.14 Conflict of Interest

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

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

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

14.15 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

14.16 Entire Agreement

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

14.17 Modifications, Amendments, Waivers and Extensions

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension

of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

14.18 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

14.19 Convicted and Discriminatory Vendor Lists

Consultant warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

14.20 Scrutinized Companies Lists

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.21 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

14.22 Nondiscrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

14.23 Drug Free Workplace

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

14.24 Public Records

14.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its subconsultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable 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 expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

14.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof: i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and 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.

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, PHONE: (904) 209-0805, OR EMAIL: PUBLICRECORDS@SJCF.L.US

14.25 Enforcement Costs

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

14.26 Contingency Fee

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

14.27 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication (“Notices”) under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail, or commercial express carrier (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County, FL
 500 San Sebastian View
 St. Augustine, FL 32084
 Attn: Jaime Locklear
 Email Address: jlocklear@sjcfl.us

Quality Engineering & Surveying, LLC
 18320 Highway 42
 Port Vincent, LA 70726
 Attn: Jamie Seal
 Email Address: jseal@qesla.com

With a copy to:

St. Johns County, FL
 Office of the County Attorney
 500 San Sebastian View
 St. Augustine, FL 32084
 Email Address: dmigut@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

14.28 Non-Exclusive Right

Consultant has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

14.29 Truth-In-Negotiation Representation

By execution of this Agreement, Consultant hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the date of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

County

St. Johns County, FL (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB
(Printed Name)

Assistant Director, Purchasing & Contracts
(Title)

(Date of Execution)

Consultant

Quality Engineering & Surveying LLC (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Courts & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)



EVALUATION SUMMARY SHEET
ST. JOHNS COUNTY, FLORIDA

May 5, 2023

RFP No: 23-39; Mitigation Consulting Services

FIRM	EVALUATOR Laura Nelson	EVALUATOR Joe Giammanco	EVALUATOR Ashlie Jordan	EVALUATOR Gavin Butler	EVALUATOR Westly Woodward	TOTAL	RANK	COMMENTS
Quality Engineering & Surveying, LLC	88.0	90.0	80.0	81.0	93.0	432.0	1	
Aptim Environmental & Infrastructure, LLC	79.0	84.0	65.0	89.0	82.0	399.0	2	
Jeffery S. Ward & Associates, Inc.	87.0	76.0	78.0	90.0	60.0	391.0	3	

Joseph Giammanco, Director, Emergency Management

APPROVED: Jaime T. Locklear, Assistant Director of Purchasing & Contracts

[Handwritten signature]
[Handwritten signature] 5/5/2023

Posted to Demandstar:

05-05-21

NOTE:
THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY ACTUAL BIDDER, PROPOSER, OR SUPPLIER WHO IS AGGRIEVED IN CONNECTION WITH THE NOTICE OF INTENT TO AWARD A CONTRACT, WHERE SUCH GRIEVANCE IS ASSERTED TO BE THE RESULT OF A VIOLATION OF THE REQUIREMENTS OF THE ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES, OR ANY APPLICABLE PROVISION OF LAW BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE COUNTY, MAY FILE A PROTEST TO THE ASSISTANT DIRECTOR OF PURCHASING AND CONTRACTS AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

RFP 23-39; MITIGATION CONSULTING SERVICES

COVER PAGE

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

FULL LEGAL NAME OF RESPONDENT: Quality Engineering & Surveying, LLC

MAILING ADDRESS: 18320 Hwy 42, Port Vincent, LA 70726

POINT OF CONTACT NAME & TITLE: Jamie Seal, CFM | Chief Administrative Office

CONTACT EMAIL ADDRESS: JSeal@QESLA.com

DATE: 4/21/2023

QUALITY
ENGINEERING & SURVEYING



Prepared for :

St. John County, FL Board of Commissioners

Date :

4/28/2023

RFQ ID :

23-39

**RFP NO: 23-39
MITIGATION
CONSULTING
SERVICES**

Submitted By :

Quality Engineering & Surveying, LLC
18320 HWY 42, Port Vincent, LA 70726
o: 225.698.1600 | f: 225.698.3367
Fed Tax ID # 26-4396984

Approved By :

Jamie Seal, CFM, CAO of QES
18320 HWY 42, Port Vincent, LA 70726
o: 225.698.1600 | f: 225.698.3367
JSEAL@QESLA.COM



QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services



18320 LA HWY 42
Port Vincent, LA 70726
225.698.1600
info@qesla.com
www.qesla.com

April 27, 2023

To:
Greg Lulkoski
Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

RE: Request for Proposal No: 23-39 – Mitigation Consulting Services

To Mr. Lulkoski,

Quality Engineering & Surveying, LLC (QES) is pleased to present our submission for Mitigation Consulting Services to the St. Johns County Board of County Commissioners.

We have considerable experience and professional ability that will allow St. Johns County to maximize federal grant opportunities and build more resilient communities in the process. QES is the current grant manager for the City of St. Augustine's Flooding Mitigation Assistance (FMA) programs. Due to these ongoing projects, we now have a detailed understanding of the area and flooding issues affecting the county.

QES also has considerable knowledge of FEMA grants and has completed over 90 projects funded by FEMA through the Hazard Mitigation Assistance (HMA) programs including Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance Program (FMA), and Building Resilient Infrastructure and Communities (BRIC). These projects consisted of elevations and acquisitions, drainage, wind retrofits, safe rooms, reconstructions, mitigation plans, and mitigation plan updates. QES has managed FEMA programs in over 23 counties/parishes and Puerto Rico.

Founded in early 2009, QES has now grown to a staff of 50 engineers, land surveyors, grant specialists, project managers, landscape architects, planners, designers, and administrative staff. Our founder and Chief Executive Officer Deric J. Murphy, PE and partner Jamie Seal, CFM lead the firm, and both follow the motto: "Quality Service. Everyday. Everytime." Customer service is key and a mainstay for QES. This has been integral to our success and has expedited our growth as a firm.

QES's primary contact for this proposal is:

Jamie Seal, CFM, Chief Administrative Officer of QES
o: 225.698.1600
JSEAL@QESLA.COM

Mr. Jamie Seal, CFM, is the Chief Administrative Officer. He has served as a project manager and mitigation specialist for countless mitigation programs throughout the state of Louisiana. He has worked with communities throughout the Gulf South to implement HMA Grant Funds. Over the past eighteen (18) years, Mr. Seal has overseen and assisted in both the preparation and implementation of mitigation projects throughout numerous communities affected by Hurricanes Katrina, Rita, Gustav, Ike, Isaac, Maria, Ida, the March Flood, the Great Flood of 2016, and Hurricane Ida. He assisted in developing business plans to build response and recovery groups. Mr. Seal has also supervised engineers and additional administrative support staff to create Benefit Cost Analyses (BCAs) and BCA Reports using each iteration leading up to FEMA's current 6.0 module for hazard mitigation projects. He has vast knowledge of the requirements of FEMA 404/406 (PA/HMGP) mitigation as well as FEMA's annual mitigation funding programs (FMA and BRIC). He provides the ability to manage projects in a timely manner. He has been responsible for creating and implementing actions to educate homeowners and elected officials about FEMA's HMA Grant Programs.





18320 LA HWY 42
Port Vincent, LA 70726
225.698.1600
info@qesla.com
www.qesla.com

Our business model and the creeds by which our team operates allow our clients, public and private, to receive exceptional results. Specifically, we employ planners and project managers who demonstrate our model of customer satisfaction throughout the entire process of planning, scoping, designing, engineering, and surveying a project, which leads to future and repeat business with all our clients. All of our staff is properly licensed in their fields as required by Florida law.

QES has proven that key personnel's availability from start to finish of a project leads to cohesive project management. Therefore, ALL the team members portrayed in this statement will be essential to the success of the project. None of our team members have a record of performing substandard work in their field of expertise during their careers. QES and our team members have always held high ethical standards and would never place any of our clients and companies in an unethical situation.

If awarded the contract, we acknowledge complete responsibility for the entire contact, including payment of any and all charges resulting from the contact.

We understand and are capable of performing the scope of services for this project. Our current workload has the capacity to take on this project.

We are excited about this opportunity to provide excellent services to the St. Johns County Board of County Commissioners.

Sincerely,

Jamie Seal, CFM
Chief Administrative Officer





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Entity Workspace Results 1 Total Results

Quality Engineering & Surveying, LLC

Unique Entity ID: PNFXLA9FJ454

CAGE/NCAGE: 70JY1

Entity Status: Inactive Registration

Doing Business As:

Physical Address:

18350 LA Hwy 42
DENHAM SPRINGS, LA
70726-8024 USA

Expiration Date:

Mar 25, 2023

Purpose of Registration:

All Awards



[Requests](#) [Notifications](#) [Workspace](#) [Sign Out](#)

[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)



[Validate Entity](#)



Entity Documentation Submitted

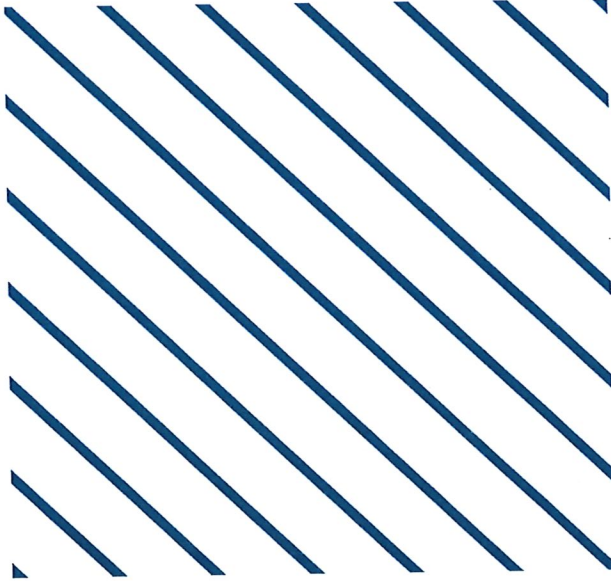
Reference Number [E2](#)

INC-GSAFSD8527964

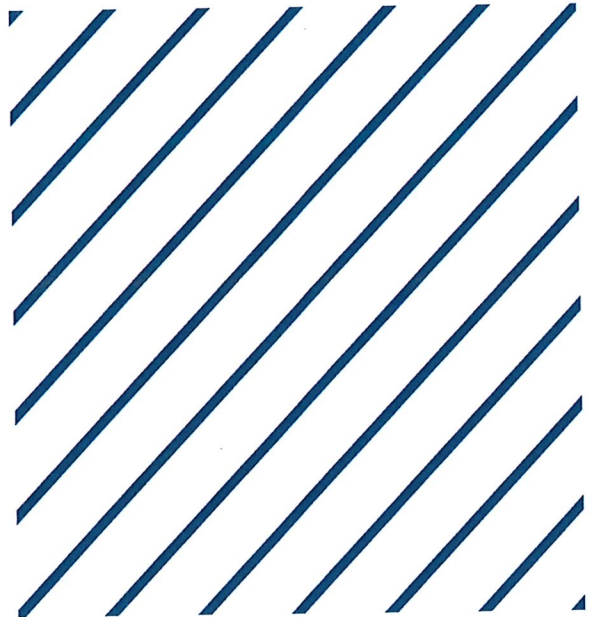
SAM.gov will review your documentation and contact you if we have any questions. [Read this article](#) to learn more about what happens next.

Please do not submit any documentation for your entity at FSD.gov. All documents must be submitted here at SAM.gov.

[Go to Workspace](#)

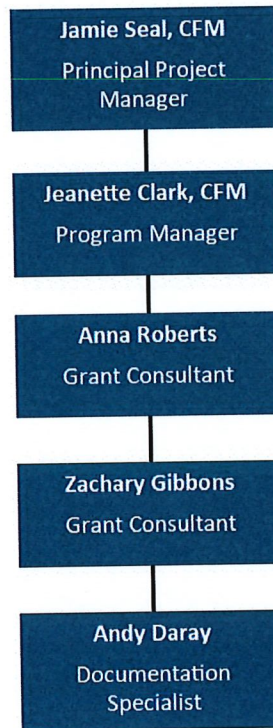


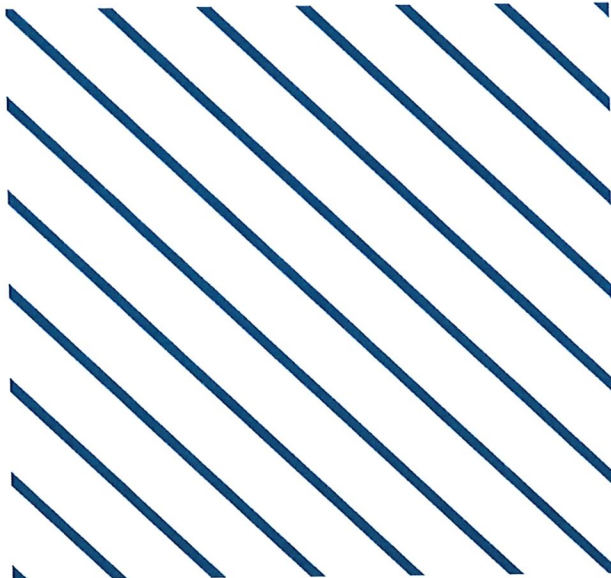
Organizational Chart



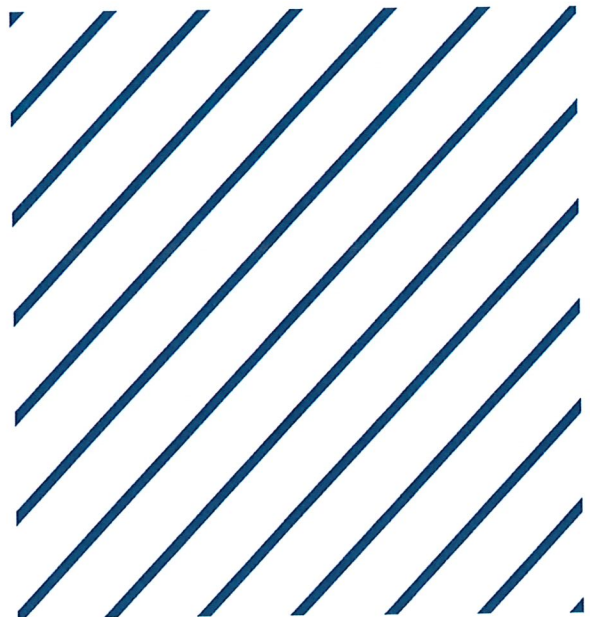


Team Organizational Chart





Project Team





Jamie Seal, CFM

Chief Administrative Officer

**PRINCIPAL
PROJECT MANAGER**

EDUCATION

Southeastern Louisiana
University Bachelor of
Business Administration

REGISTRATION

Certified Floodplain
Manager US-07-02732

Association Of State
Floodplain Managers

Natural Hazards Mitigation
Association

EXPERIENCE

QES 7 Years
Total 17 Years

CONTACT

P: (225) 698-1600
F: (225) 698-3367
E: JSeal@qesla.com

Mr. Jamie Seal has secured more than \$170 million dollars in state and federal related program funds for Louisiana communities over the past 17 years. He has overseen and assisted in the preparation and implementation of mitigation projects, including over 80 winds retrofit and safe room projects, throughout numerous parishes. He has managed the necessary operations of engineers, planners, drafters, and the GIS departments. His experience and tenure within the state and federal funding arena allow him to be the Administrative point of contact for all interactions with parish contacts and homeowners. He is well versed in documentation and procedures including the development of Benefit Cost Analyses (BCA). He provides the knowledge and insight to propel projects from conception and preliminary design, through final design and construction of the final project.

Grays Creek Drainage Improvements

Mr. Seal was the Project Manager for this project and handled all client and public relations. QES was selected to provide surveying and engineering services for a drainage improvement project for Gray's Creek. At approximately eighteen (18) miles, Gray's Creek is the largest drainage project to be undertaken in Livingston Parish history. QES utilized three (3) full time survey crews and staff and professional engineers to develop a retainage system to reduce the effect of inland flooding in Livingston Parish.

Tangipahoa Parish HMA Grant Management

Program Manager; grant management to Tangipahoa Parish Government for technical assistance and project management related to a special allocation of funding for use in building elevation projects and acquisition projects related to flood damage. Mr. Seal has assisted Tangipahoa Parish with FEMA grants since 2014.

Skinner Drive Drainage Improvement Project

Mr. Seal served as the principal project manager for the Skinner drive project in Tangipahoa. QES was responsible for surveying the area and conducting a Hydrologic study of the drainage. Mr. Seal was the primary liason with the parish, and was responsible for keeping parish officials up to date.

West David Drive Drainage Improvement Project

Quality Engineering & Surveying, LLC was selected to complete a hydrologic study and provide plans for the installation of a new subsurface system along West David Drive, cleaning of outfall ditches and regrading of the pavement to the appropriate slope. Funding for this project was acquired from 2016 Floods HMGP. Mr. Seal served as the principal project manager.



Jeanette Clark, CFM

Technical Services Manager

**PROGRAM
MANAGER**

EDUCATION

Louisiana State University

REGISTRATION

Certified Floodplain
Manager US-22-12273

EXPERIENCE

QES 0.5 Years
Total 15 Years

CONTACT

P: (225) 698-1600
F: (225) 698-3367
E: JClark@gesla.com

Ms. Clark has 15 years of experience in state and local government. At Quality she is the Technical Services Manager, she is responsible for overseeing the grants department and engineers who work on government projects. This includes finding possible funding opportunities for these projects.

Community Rating System

As a contractor, Ms. Clark assisted the City of Denham Springs with their CRS cycle visit which helped them lower their CRS Rating, saving citizens \$354,469 on their flood insurance premiums. This included gathering information to create the documentation needed to verify activities outlined in the program.

Denham Strong Long Term Recovery Plan

Ms. Clark coordinated three public meetings to gather public input on the future of the city after the flooding in 2016. Over 1,000 residents attended these events in person. She spent over 1,000 hours with steering committees planning for these meetings. During this process, she worked with numerous state and local government agencies, and non-profit organizations. She assisted in organizing the information gathered to create the Denham Strong plan that identified 20 projects. Then began to implement the projects identified.

National Flood Insurance Program

Ms. Clark worked in the State NFIP office and assisted communities in compliance with the NFIP. This included touring the special flood hazard areas, documenting violations and meeting with local officials to address violations. Ms. Clark is familiar with the rules and regulations set by the NFIP.

Substantial Damage

Ms. Clark has experience with conducting substantial damage assessments and the substantial damage appeals process. After the 2016 floods she worked with the permit department to organize the process of substantial damage determination appeals. She assisted citizens by informing them of the documentation they would need to request those appeals. She reviewed the documentation brought in by the citizens then gave it to the building official for a decision.

She has been deployed with the Louisiana Disaster Response Team after events in Rapides Parish and St. John the Baptist to conduct substantial damage field assessments on structures.



Anna Roberts

Grant Consultant II

GRANT CONSULTANT II

EDUCATION

Nicholls State University
Bachelor's of General Studies

Northwestern State University
Bachelor's of Science Accounting (ongoing)

EXPERIENCE

QES 1 Year
Total 20 Years

CONTACT

P: (225) 698-1600
F: (225) 698-3367
E: ARoberts@qesla.com

Ms. Roberts has served in multiple roles in grant programs throughout her career from working at the local level in Slidell, LA on up to state and federal grants at Louisiana State University. In her role as Project Manger at Quality, Ms. Roberts is responsible for monitoring all financial transactions related to grants.

St. Tammany Parish Flood Mitigation Assistance Program 2019

Ms. Roberts assisted homeowners with moving projects into construction from an approved application. Revised budgets to coincide with approved budget and processed cost overruns through GOSHEP/FEMA as a result of change orders due to construction. Assisted with processing monthly invoices. Assisted community with program management, education, and outreach.

Tangipahoa Parish Flood Mitigation Assistance Program 2017, 2018, 2020

Ms. Roberts assisted homeowners with moving projects into construction from an approved application. Revised budgets to coincide with approved budget and processed cost overruns through GOSHEP/FEMA as a result of change orders due to construction. Assisted with processing monthly invoices. Assisted community with program management, education, and outreach.

CITY OF SLIDELL, Louisiana - Grant Administrator

Ms. Roberts maintained records of funding sources & grant applicants; requested funds from granting agents; reconciled grant accounts, ensured compliance with FEMA, Community Development Block Grants (CDBG), Dept. of Interior, LADOTD & FAA. She collaborated with the Finance Director in securing detailed paperwork to help prepare grant budgets and budget amendments. Sustain record of all grant bills and prepare appropriate invoices and collect balances. Ms. Roberts was responsible for upholding thorough documentation for compliance requirements related to grant expenditures and maintaining project records and preparing modifications to resolve various application issues for grant funds. Anna also coordinated with the audit of individual sponsored accounts to safeguard compliance with government & state regulations and used financial accounting systems to track expenditures, monitor systems of checks and balances. Ms. Roberts worked with granting agents for close-out and project audits. Ms. Roberts worked with the drainage engineer to maintain budget, compliance, and project requirements for FEMA Public Assistance city-wide expansion and upgrade to the drainage system. After rain weather events and tropical storms, Ms. Roberts completed paperwork for Public Assistance reimbursement of emergency expenses.



Anna Roberts

Grant Consultant II

GRANT CONSULTANT II

EDUCATION

Nicholls State University
Bachelor's of General Studies

Northwestern State University
Bachelor's of Science Accounting (ongoing)

EXPERIENCE

QES 1 Year
Total 20 Years

CONTACT

P: (225) 698-1600
F: (225) 698-3367
E: ARoberts@gesla.com

LOUISIANA STATE UNIVERSITY, College of Engineering - Grant Coordinator

Ms. Roberts worked with engineering departments for post award financial grant management. Ms. Roberts worked performed monthly cost share allocations and reconciliation of grant accounts. Working with Principal Investigator to accurately document and record staff time for university staff Cost Share for grants. Ms. Roberts communicated with graduate students, instructors, university sponsored programs to resolve any issues.

VOLUNTEER ASCENSION - Grant Development Coordinator

Ms. Roberts was recruited due to knowledge of grant interpretation, grant reports and requirements, including program development, drafting budgets, work-plans, timelines, and all grant-related data & documentation. She was responsible for authoring grants for funding & monitoring requirements for compliance with grant stipulations. She also trained, contacted & organized up to 100 volunteers for service events & fundraisers, while leading social media campaigns and managed all emails using "Constant Contact" software. Ms. Roberts took a role as an emergency command center volunteer and was trained for a disaster.

SOUTH CENTRAL PLANNING DEVELOPMENT & COMMISSION - Grant Manager Assistant

Ms. Roberts joined the planning team to help facilitate Community Development Block Grant Disaster Recovery grants. Managed data, financials, correspondence, recordkeeping and meeting packets for construction projects. Projects included construction projects for parish administration building, community center, water district improvements. Ms. Roberts worked with contracting and sub-contracting companies to maintain Davis Bacon Department of Labor requirements are met. Ms. Roberts worked with he team to survey neighborhood constituents for low-income compliance.



Zachary Gibbons

Grant Consultant I

GRANT CONSULTANT I

EDUCATION

Louisiana State University
Bachelors of Science with
a Minor in Business

EXPERIENCE

QES 2 Years
Total 2 Years

CONTACT

P: (225) 698-1600
F: (225) 698-3367
E: ZGibbons@qesla.com

Mr. Gibbons has worked with Hazard Mitigation Grant Programs regarding state declared disasters and Flood Mitigation Assistance grants amongst multiple areas including Rapides Parish, Acadia Parish, St. Mary Parish, and Iberia Parish. Mr. Gibbons is experienced in both the development, approval, and closing of grant applications with knowledge of the necessities and requirements needed for a complete and well managed application. Through the grant application and approval process Mr. Gibbons has been responsible for outreach of applicants to increase awareness of grant opportunities and mitigation strategies. Mr. Gibbons plays a key role in the maintenance and organization of application development and progress as well as budgetary information that is submitted to the Louisiana state entity (GOHSEP) and eventually to the FEMA. Furthermore, Mr. Gibbons has used disaster funded grants to improve and mitigate projects such as saferooms, 911 centers, elevations, reconstructions, and acquisitions as well.

Hazard Mitigation Grant Program 4458-5 Lantz Donahoe Drainage Project (Hurricane Barry Disaster)

Application submitted on behalf of St. Mary Parish to increase culvert size and improve the pumping station in the Bayou Vista Community to reduce flooding amongst the community. Successfully submitted and working towards approval of its application review with communication with the state and federal government.

Hazard Mitigation Grant Program 4080-18 St. Mary 911 Center and Saferoom (Hurricane Isaac)

Successfully submitted and rewarded approval with work towards a total project cost of \$965,350.65. Construction costs were allocated towards a 911 center and a new saferoom for emergency operation personnel.

Flood Mitigation Assistance Grant 2020 & 2021 St. Mary Parish

For the 2020 FMA, Mr. Gibbons successfully submitted an application of 5 properties with a total project cost of \$874,780.00 in mitigation funding utilizing elevation mitigation activities. For the 2021 FMA, Mr. Gibbons developed an application consisting of two properties with a total project cost of \$1,165,525 for residential and commercial properties.



Andy Daray

Documentation Specialist

DOCUMENTATION SPECIALIST

EDUCATION

Postgraduate study /
Southeastern Louisiana
University - 2 yrs

EXPERIENCE

QES 3 Years
Total 26 Years

CONTACT

P: (225) 698-1600
F: (225) 698-3367
E: ADaray@gesla.com

Mr. Daray has worked with Hazard Mitigation Assistance Grants regarding state declared disasters and Flood Mitigation Assistance grants amongst multiple areas including City of Denham Springs, Richland Parish, and Tangipahoa Parish. In Mr. Daray's role as project coordinator, he serves as the point of contact for homeowners to keep them informed of the current status of their property. He also is responsible for collecting, organizing, and verifying all incoming and outbound data. Mr. Daray is responsible for coordinating outreach and education among homeowners.

East Baton Rouge Parish Substantial Damage

QES was selected by East Baton Rouge Parish to assess Substantial Damage Determinations as per LFMA- DRT following the Great Flood of 2016.

Andy also coordinated efforts with property owners and local officials with determining Substantial Damage Estimates of properties

St. John the Baptist Parish

Assessing Substantial Damage Determinations as per LFMA- DRT following Hurricane IDA; approx. 500 homes. Mr. Daray also coordinated efforts with property owners and local officials with determining Substantial Damage Estimates of properties

St. Augustine, FL

Mr. Daray assisted the with coordinating homeowners for outreach and education about FEMA FMA projects. He also served as the community point of contact to gather and verify field data. He facilitated the information being distributed to the project managers and the state agency as needed.

City of Denham Springs

Mr. Daray assisted the with coordinating homeowners for outreach and education about FEMA FMA projects. He also served as the community point of contact to gather and verify field data. He facilitated the information being distributed to the project managers and the state agency as needed.

**ASSOCIATION OF STATE
FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS**

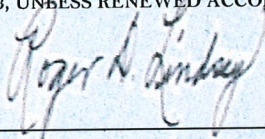
HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE
CERTIFIED FLOODPLAIN MANAGER PROGRAM

Jamie Seal, CFM

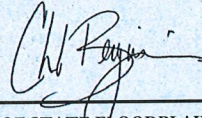
IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION
BOARD OF REGENTS, CERTIFICATE NO. US-07-02732, ISSUED 5/25/2007. THIS CERTIFICATE SHALL EXPIRE
7/31/2023, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

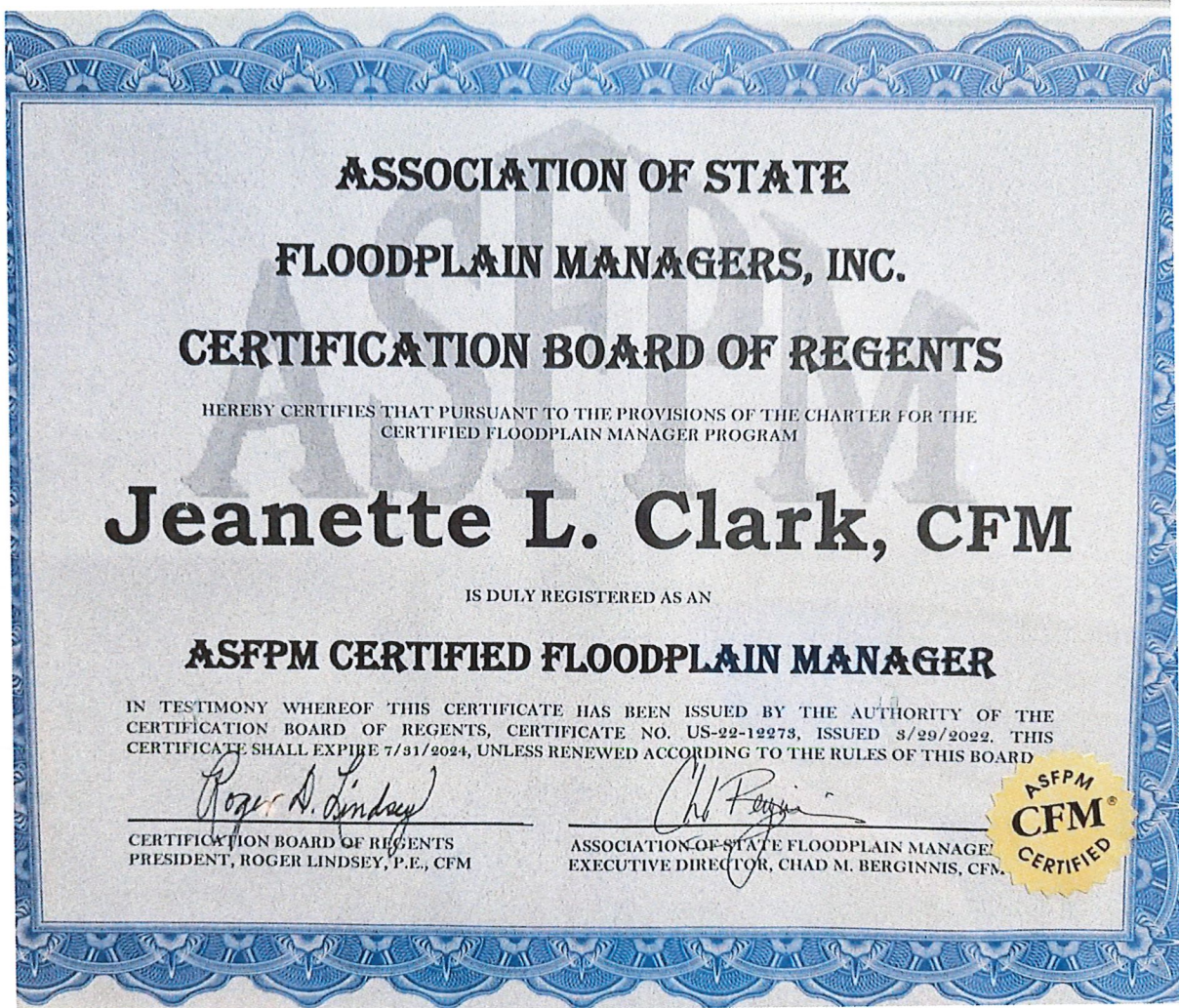


CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM



ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2022

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 have ADDITIONAL INSURED provisions or 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 Laris Insurance Agency 810 Crescent Avenue Lockport, LA 70374	CONTACT NAME: Holly Martino		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: holly@larisinsurance.com		
INSURED Quality Engineering & Surveying, LLC 18320 Hwy. 42 Port Vincent, LA 70726	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : AIG Specialty Insurance Company		26883
	INSURER C : Transportation Insurance Company		20494
	INSURER D : Endurance American Insurance Company		10641
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			B6074673528	7/8/2022	7/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA6081421594	7/8/2022	7/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EBU067996260	7/8/2022	7/8/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC712834337	7/8/2022	7/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Professional Liab.			DPL30008823001	7/8/2022	7/8/2023	Each Claim/Aggregate \$ 1,000,000
A	<input type="checkbox"/> Equipment Floater			B6074673528	7/8/2022	7/8/2023	Per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **SAMPLE CERTIFICATE** **SAMPLE CERTIFICATE**	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



ADDITIONAL REMARKS SCHEDULE

AGENCY Laris Insurance Agency		NAMED INSURED Quality Engineering & Surveying, LLC 18320 Hwy. 42 Port Vincent, LA 70726 Livingston	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE ADDENDUM

General Liability Includes:
 Blanket Additional Insured as required by written contract
 Blanket Waiver of Subrogation as required by written contract
 Primary/Non-Contributory

Business Auto:
 Blanket Additional Insured as required by written contract.
 Blanket Waiver of Subrogation as required by written contract.
 Primary/Non-Contributory

Workers Compensation Includes:
 Blanket Waiver of Subrogation as required by written contract

Excess Liability follows form over General Liability, WC and Auto Liability per policy terms conditions and exclusions.

All policies will provide thirty (30) days' notice of cancellation, (except ten (10) days for non-payment of premium), as well as changes to the policy to the first named insured.

The Certificate of Insurance to which this addendum is a part of does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon. If any provisions of this addendum conflicts in whole or in part with the terms of the insurance policy(ies), then the provisions of the insurance policy(ies) will prevail.

RFP 23-39; MITIGATION CONSULTING SERVICES

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

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

2. List all pending litigation and or arbitration.

QES has been named in two suits as the secondary party (due to QES performing the design of the neighborhood) which both are primarily aimed at the contractor who completed the work. One suit is by a neighboring homeowner who claims the work is now causing flooding on their property and the other is by a homeowner who claims the work was done incorrectly.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

Both of the above suits are still pending

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

none

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No If yes, please explain in detail:

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

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

no claim against the company has been resolved. The only two claims are still pending

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

Both of the pending claims have notified QES of the claim, but no further action has been taken

Liquidated Damages

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

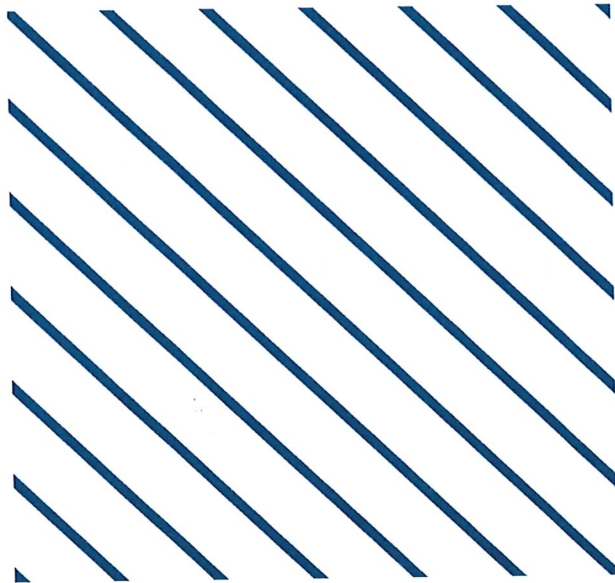
(Use additional or supplemental pages as needed)

RFP 23-39; MITIGATION CONSULTING SERVICES

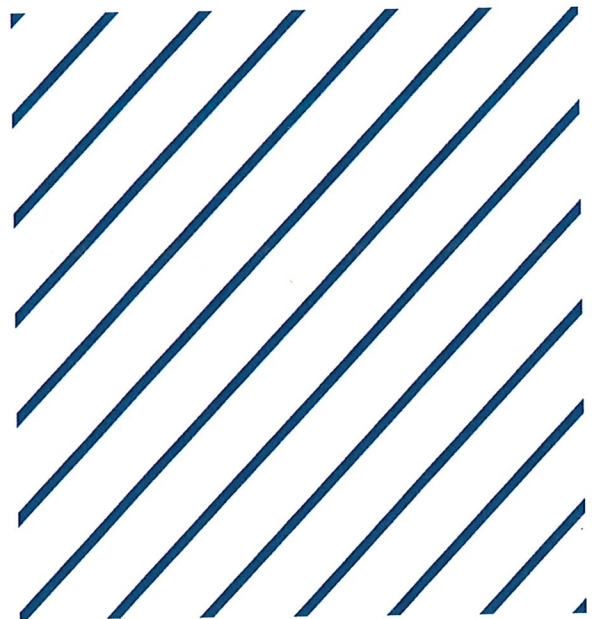
ATTACHMENT "M"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

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

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address
N/A	N/A	N/A	N/A

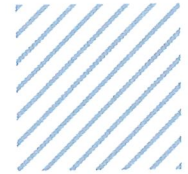


Project Experience





City of St. Augustine Hazard Mitigation Services - 2020, 2021, 2022



**COMPLETION DATE
ONGOING**

Involvement

- Jamie Seal, CFM
- Jeanette Clark, CFM
- Zachary Gibbons
- Andy Daray

Project Highlights

- Benefit Cost Analysis
- FMA Grant Development
- Project Oversight
- Community Outreach
- Entity Liason
- Technical Service Consulting

Reference Contact

Jessica Beach, PE
 Chief Resilience Officer
 City of St. Augustine
 PO Box 210
 St. Augustine, FL 32085
 JBeach@citystaug.com
 (904) 209-4227

In 2020 QES was selected to assist the City of St. Augustine, Florida, in Hazard Mitigation related services. QES's Technical Services Department has assisted the City of St. Augustine with Flood Mitigation Assistance grant (FMA). These grants consisted of the 2020 FMA grant, 2021 FMA grant, and 2022 FMA grant. Various forms of mitigation are incorporated amongst these grant applications, which include home elevation and mitigation reconstruction. St. Augustine, Florida, secured the funding for a local property to be reconstructed through their FMA 2020 grant, in which QES has provided grant management services to technically assist with the demolition and oversight of construction-related activities for a new and improved flood-resistant home.

Furthermore, QES developed in full the 2021 FMA application for St. Augustine. Such activities of developing this application included outreach to local citizens willing to participate in the grant, meetings, presentations to educate and inform local homeowners of the benefits of flood mitigation, collection and development of the application, scope of work, budget, and benefit-cost analysis of various repetitive loss properties, and communication between the city and state entities to submit for the competitive grant. The FMA 2021 grant consisted of 25 properties summing to a total project cost of \$4,831,377.00. Most recently, QES submitted two healthy competitive FMA applications. Prioritization of repetitive loss properties was incorporated into Application 1. Application 2 integrated properties classified as non-repetitive loss in hopes of mitigating as many properties as possible for the city. This application was in the amount of \$12,244,799.



Tangipahoa Parish Hazard Mitigation Grant Program Management Services



COMPLETION DATE
2021

Involvement

- Deric Murphy, PE
- Jamie Seal, CFM
- Zachary Gibbons

Project Highlights

- HMGP
- FEMA/GOSHEP

Application

- Grant Management
- Benefit Cost Analysis
- Permitting

Reference Contact

Melissa R. Cowart, CPA
Tangipahoa Parish
Government
PO Box 2015
Amite, LA 70422
(985) 748-3211

QES was selected to assist Tangipahoa Parish Government with securing and implementing funds from FEMA as past of the DR-4277 HMGP funding. As part of this project, our staff met with property owners that are on FEMA's Severe Repetitive Loss/ Repetitive Loss list that chose to elevate or have their structure acquired by the Parish. QES is responsible for reviewing all contract documents, benefit cost analysis, financial transactions, preparation of program documents, coordination with all stakeholders, and closeout necessary to complete the project





Bayou Portage Guidry Drainage Improvement Project



COMPLETION DATE
May 2020

Involvement

- Deric Murphy, PE, LSI
- Mason Bonano, PE
- Jeff Diamond, PLS
- Chris Cook

Project Highlights

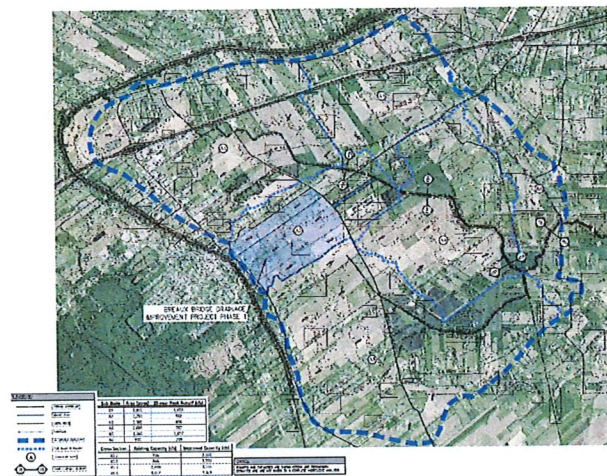
- Topographic Survey
- Civil Design
- Drainage Improvement
- HMGP
- Hydrologic Study & Analysis

Reference Contact

Heath Babineaux
 St. Martin Parish
 301 W. Port Street
 St. Martinville, LA 70582
 (334) 394 - 2200

During recent years flooding has been problematic in the City of Breaux Bridge. The watershed in this area is prone to flash flooding. This flooding has impacted the Hospital, various residential neighborhoods, including Breaux Bridge Manor Apartments and others. Bayou Portage Guidry is located near Auguillard Road in the City of Breaux Bridge.

Approximately eight watersheds discharge into Bayou Portage. Due to limited flow capacity of Bayou Portage Guidry, backwater flooding has intensified on each of the channels discharging into the bayou. QES helped St. Martin Parish secure nearly \$4.5 Million dollars in HMGP grant funding to increase conveyance in the channel that will provide protection to the City of Breaux Bridge and Unincorporated Portions of St. Martin Parish.





St. Mary Hazard Mitigation Grant Project - 911 Retrofit & Saferoom



**COMPLETION DATE
ONGOING**

Involvement

- Deric Murphy, PE
- Jamie Seal, CFM
- Vincent Orlando, PE
- Zachary Gibbons
- Andy Daray

Project Highlights

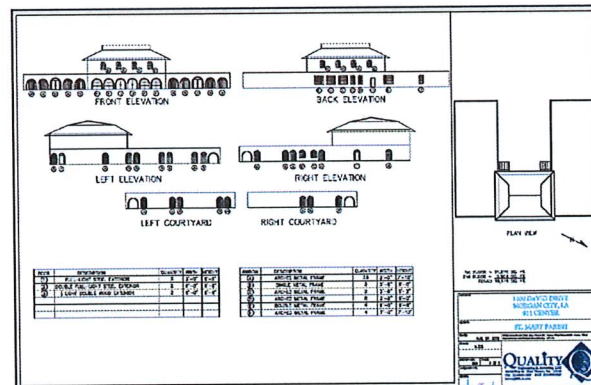
- HMGP
- Benefit Cost Analysis
- Civil Design
- Permitting
- Construction Layout

Reference Contact

Henry "Bo" Legrange
 St. Mary Parish Government
 500 Main St.
 Franklin, LA 70538
 (337) 828 -4100

The proposed project will protect the St. Mary Parish 911 Communications Center and Health Unit. The building is located in Morgan City in St. Mary Parish. Additionally, the project will install a tornado safe room for occupants of the building. The mitigation measure will involve installing roll down shutters, storm panels, or impact resistant windows on all exterior windows and doors. Overhead doors will be replaced with wind load overhead doors.

The existing structure would have been designed to meet standards outlined in the current edition of the Southern Building Code Council International in effect at the time of construction. This code indicates that the building would have been designed to withstand a 100 MPH fastest-mile wind design. The proposed products are designed in accordance with the 2009 edition of the International Building Code. The shutters will be designed to withstand positive and negative wind pressures associated with wind speeds up to 140 miles per hour, and to resist debris forces in accordance with the International Building Code (IBC).





Plaquemines Parish Hazard Mitigation Grant Program



COMPLETION DATE
Fall 2019

Involvement

- Deric Murphy, PE
- Jamie Seal, CFM

Project Highlights

- HMGP
- FEMA/GOSHEP Application
- Grant Management
- Benefit Cost Analysis
- Permitting

Reference Contact

Ken Dugas, PE
Plaquemines Parish
Government
102 Avenue G
Belle Chasse, LA 70037
(504) 297-5349

Plaquemines Parish was one of the most devastated communities in Louisiana after Hurricane Katrina and Rita. Members of our staff have assisted Plaquemines Parish Government with securing funding for mitigation program projects totaling approximately \$7 Million.

Projects in Plaquemines Parish include two residential projects (one elevation and one pilot reconstruction): a project to install backflow prevention at four pumping stations; wind retrofit of 30 critical facilities throughout the parish; elevation of pump station fuel tanks at three pump stations; and wind retrofit of seven.

This project resulted in construction of a pump station to replace an existing tractor pump, replacing culverts in the surrounding area, improving run-off to the existing subsurface and earthen drainage system. The project provides protection to a major transportation route in the parish that is surrounded by residential and commercial properties.





St. Martin Parish Hazard Mitigation Grant Program



**COMPLETION DATE
ONGOING**

Involvement

- Deric Murphy, PE
- Jamie Seal, CFM
- Anna Roberts
- Zachary Gibbons

Project Highlights

- HMGP
- Benefit Cost Analysis
- Civil Design
- Permitting
- Construction Layout

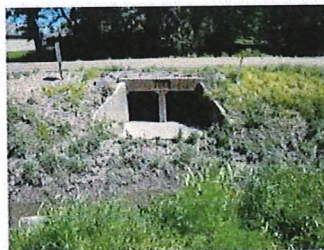
Reference Contact

Heath Babineaux, Project
Manager
St. Martin Parish
Government
301 W. Port St.
St. Martinville, LA 70582
(337) 332-3536

The drainage area consists of a large portion of land area located east of Bayou Teche and west of Doyle Melancon Road. Breaux Bridge Manor Apartments lies near the intersection of Highway 347 and Doyle Melancon Road. An existing drainage ditch lies south of most of the developed area. This ditch carries drainage from the developed area to the outfall east of Doyle Melancon Road. The proposed mitigation for this project is to replace the existing 4x4 box culvert with a larger culvert; allowing positive outfall under Doyle Melancon Road.

During our initial investigation of this project, we verified that these drainage patterns exist as initial indications have shown. With our firm's in house surveying capabilities, we performed surveys and field verification of drainage concern. All data and information will be provided in the H&H study provided to the parish for review. We have included a wetland scientist to provide us with an environmental review of areas affected by the proposed upgrades along with existing conditions along the drainage route. We will also provide documentation of any and all permits required to design and implement the improvements.

Upon completion of the preliminary assessment and the H&H Study, we provided the parish with a preliminary drainage design complete with plans, specifications, and an engineer's cost estimate.





West Feliciana Parish Hazard Mitigation Grant Program



**COMPLETION DATE
ONGOING**

Involvement

- Deric Murphy, PE
- Jamie Seal, CFM
- Zachary Gibbons
- Andy Daray

Project Highlights

- HMGP
- Topographic Survey
- Civil Design
- Public Outreach
- H&H Study & Analysis

Reference Contact

Sherrel Johnson,
Secretary
West Feliciana Parish
5934 Commerce Street
P.O. Box 1921
St. Francisville, LA 70775
(225) 635-3864

Quality Engineering & Surveying, LLC has recently been selected to provide grant management services to West Feliciana Parish to complete a drainage improvement project. The project will ensure that flooding does not occur at the Jacock Road Bridge. This project also includes overseeing the wind retrofit of the parish health unit and ambulance service center.

The project is funded with federal grant money made available to the parish after Hurricane Katrina and will include using FEMA Hazard Mitigation Grant Program Funds. Services provided to the Parish will include financial reporting, program compliance auditing, program management, and ensuring files and documents are properly recorded.





St. Mary Flood Mitigation Assistance Projects (2020-2021)



COMPLETION DATE
ONGOING

St. Mary Parish Government selected Quality Engineering & Surveying, LLC to manage the yearly Flood Mitigation Assistance Grants in 2020 and 2021. Quality Engineering developed and submitted the FEMA/GOHSEP application for each year.

Involvement

- Deric Murphy, PE
- Jamie Seal, CFM
- Anna Roberts
- Zachary Gibbons
- Andy Daray

2020 FMA

Successfully submitted a grant application of 5 properties with a total project cost of \$874,780.00 in mitigation funding utilizing elevation mitigation activities. The 5 properties from this application have been selected for further review by FEMA and are currently being reviewed.

Project Highlights

- FMA Project Management
- Application Development
- Benefit Cost Analysis
- FMA Grant Management

2021 FMA

Developed and submitted grant application consisting of two properties with a total project cost of \$1,165,525 for residential and commercial properties. The 2021 FMA application is pending approval from FEMA.

Reference Contact

Henry "Bo" Legrange
St. Mary Parish Government
500 Main St.
Franklin, LA 70538
(337) 828 -4100





Tangipahoa Parish Non-Disaster Grant Project Management Services



COMPLETION DATE
2017

Involvement

- Deric Murphy, PE
- Jamie Seal, CFM

QES was selected to assist Tangipahoa Parish Government with securing and implementing funds from FEMA as part of the 2013 Non-Disaster funding cycle. As part of this project, our staff met with property owners that are on FEMA's Severe Repetitive Loss/ Repetitive Loss list that chose to elevate or have their structure acquired by the Parish. QES was responsible for reviewing all contract documents, benefit cost analysis, financial transactions, preparation of program documents, coordination with all stakeholders, and closeout necessary to complete the project

Project Highlights

- FMA Project Management
- Application Development
- Benefit Cost Analysis
- FMA Grant Management

Reference Contact

Melissa R. Cowart, CPA
Tangipahoa Parish
Government
PO Box 2015
Amite, LA 70422
(985) 748-3211





Louisiana Department of Transportation and Development (DOTD) NFIP-CTP IDIQ



**COMPLETION DATE
ONGOING**

Involvement

- Jamie Seal, CFM
- Jeanette Clark, CFM
- Mason Bonano, PE
- Anna Roberts

Project Highlights

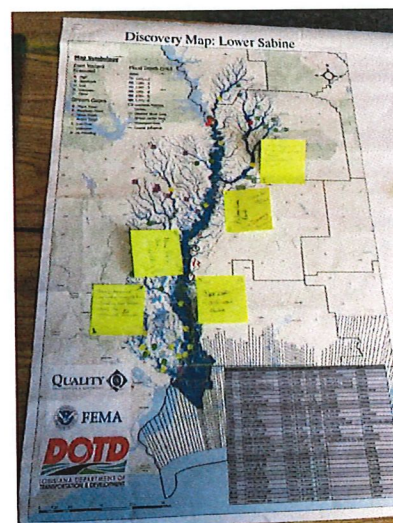
- NFIP
- Program Management
- Civil Design
- Community Rating System
- Watershed Management
- H&H Study & Analysis
- GIS

Reference Contact

Susan Veillon, CFM - DOTD
 1201 Capital Access Road,
 Baton Rouge, LA 70802
 225.379.3017
 Susan.Veillon@la.gov

Quality Engineering and Surveying, LLC will provide professional services to the Louisiana Department of Transportation and Development (DOTD) to accomplish the goals of the FEMA National Flood Insurance Program (NFIP) and the Cooperating Technical Partnership (CTP) Programs. All processes and deliverables shall be completed in accordance with the Federal Emergency Management Agency (FEMA)'s Standards for Flood Risk Analysis and Mapping. The program is intended to ensure that communities participating in the NFIP are achieving flood loss reduction objectives and to provide program assessment and assistance services to aid in the implementation of comprehensive flood loss reduction programs.

The first task order assigned to Quality is to complete a watershed study of the lower Sabine River.





Livingston Parish Gravity Drainage District #1 Ida Response



**COMPLETION DATE
ONGOING**

Involvement

- Jamie Seal, CFM
- Jeanette Clark, CFM
- Mason Bonano, PE
- Zachary Gibbons
- Jacob Murrey, EI

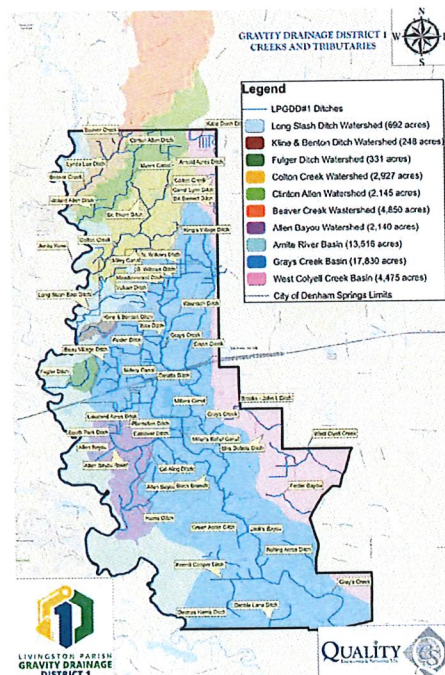
Project Highlights

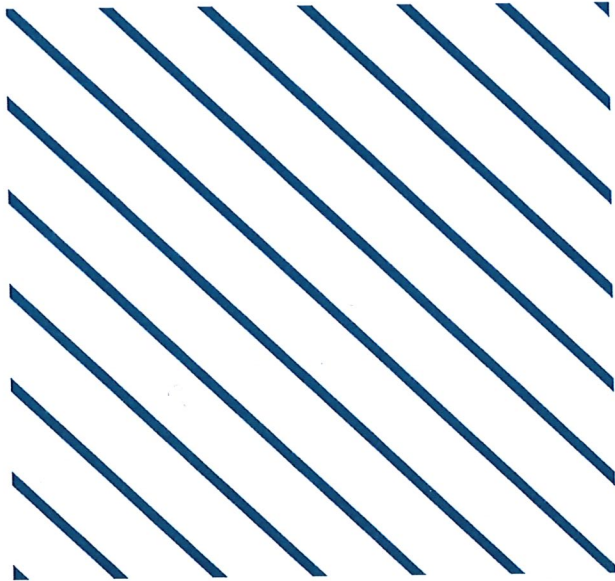
- Public Assistance
- Risk Mapping
- GIS
- Debris Management

Reference Contact

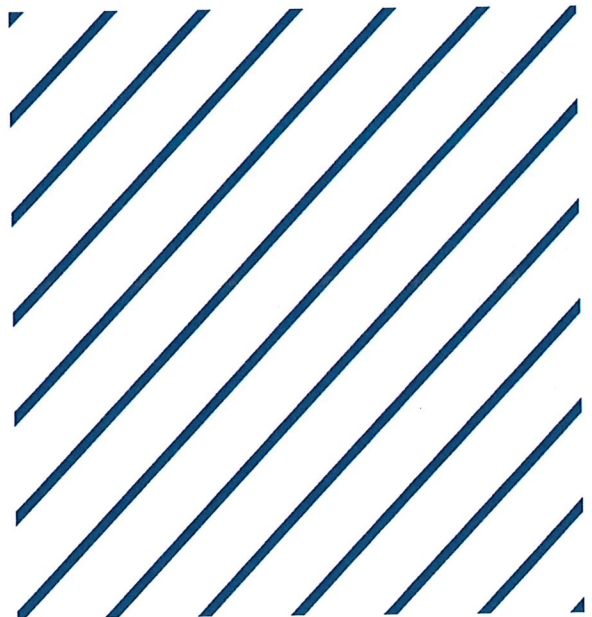
Wesley Kinnebrew
 Livingston Parish Gravity
 Drainage District #1-District
 Manager
 8098 B Florida Blvd
 Denham Springs, LA 70726
 (225) 664.5827

Following Hurricane Ida, the Livingston Parish Gravity Drainage District No. 1 selected Quality Engineering & Surveying as their Public Assistance grant manager. Edward Anthony was the project manager and led the public assistance documentation process of impacts generated by Hurricane Ida. Services included risk mapping, assessment, database management, and planning implementation. QES strategized with field crews to provide photos, GPS coordinates, and estimates of debris quantities in development of a damage inventory meeting FEMA guidelines. We also coordinated meetings and communications with FEMA, GOHSEP, NRCS, DEQ, and local government officials. Quality managed the FEMA grants portal to upload all costs, reports, budgets, communications, and narratives detailing the events taken by LPGDD1 to alleviate flood risk preceding and following Hurricane Ida.



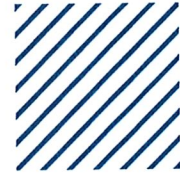


Technical Approach





Technical Approach



Below shows the standard approach and procedures that Quality Engineering & Surveying, LLC follows for each grant management project. These steps may be modified with the input of the county for the specific project scope.

Developing County Policies and Procedures

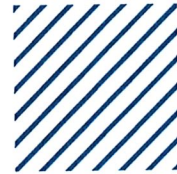
- Hold a meeting with all stakeholders including representatives from the county, the state entity Florida Disaster Emergency Management (FDEM), FEMA and local municipalities to discuss and establish teams, work plans, timetables for deliverables, and logistics
- Perform general project investigation
- Develop standard procedures for both the construction and reimbursement processes
- Coordinate positions and roles with entities and ensure proper communication methods
- Act as liaison between contractors, the county, FDEM, FEMA and homeowners

Advising Technical Services

- Solicit, develop, review, and process of sub-applications
- Complete compliance activities associated with federal procurement requirements
- Requests For Information (RFI) resolution from FDEM and FEMA
- Budget amendments
- scope of work description,
- Give quarterly reports to board of commissioners and hold meetings on project updates
- Act as liaison between contractors, and the county
- Provide technical guidance to county for reimbursement requests.



Technical Approach



Grant application

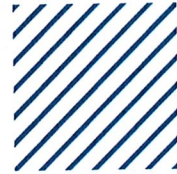
- Develop grant application for the County
- Meet with county officials to gather information
- Hold outreach meetings in the community
- Collect and retain documentation from homeowners
- Act as liaison between homeowners, contractors, and county
- Create and review Benefit Cost Analysis
- Submit completed grant application through FEMA GO

Grant maintenance

- Review, development, and coordination with client regarding sub application and its details
- Project construction file set up for record retention and project tracking
- Document control in Basecamp for record retention on the project
- Communication with state entity FDEM to submit and receive reimbursements and funding for project costs
- Manage and track reimbursement and funding throughout completion of the project
- Utilization of a declining balance to track reimbursement of eligible and approved grant funding
- Submission and collection of supporting documentation needed for reimbursement submission and receipt
- Construction contractors and homeowners coordination
- Communication with contractors and homeowners to provide explanation of eligible activities
- Review preliminary engineering plans
- Review cost proposals and contracts
- Perform field visits and travel as necessary
- Technical monitoring for site visits and meetings related to project oversight. Site visits include pictures, travel, and validation of eligible grant requirements
- Construction Kick Off Meetings requiring review of construction contract



Technical Approach



signings, construction process, and issuance of Notice to Proceed to begin construction related activities

- Milestone observations and reports provided based on field visits or percentage completion of work

Grant Closeout Services

- Compliance activities associated with documentation of Quality of work, project progress, and closeout
- Ensure all reimbursable expenses have been submitted
- Ensure that all Quarterly Progress Reports have been created and submitted
- Collection of all documentation needed for mitigation reconstruction closeout.

Such documents include but are not limited to:

- Final inspection report
- Initial and final color photographs
- Final elevation certificate
- Certificate of Occupancy
- Deed recordation of Acknowledgement of Conditions
- Flood Insurance declaration page
- Statement in closeout letter stating action was taken to address environmental conditions or explain why action was not required.
- Obtain certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, or latest edition
- Submission of permits, notices, correspondence, or other relevant documentation outlined in environmental project conditions (if applicable)
- Documentation that confirms the final square footage is within 10 percent of the original structure square footage at the time of closeout

QUALITY
ENGINEERING & SURVEYING



Pricing Proposal



QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "A"
HOURLY RATE SHEET

I. HOURLY RATES

Compensation for services satisfactorily performed shall be in accordance with the Hourly Rates provided below, which shall be approved prior to execution of the Contract, and shall remain firm throughout the duration of the Contract, unless otherwise agreed to by the Parties, as provide in the Contract Documents.

JOB CLASSIFICATION (JOB TITLE)	BASE WAGE RATE	HOURLY RATE
Principal Project Manager	\$ 60.00	\$ 180.00
Program Manager	\$ 50.00	\$ 150.00
Project Manager IV	\$ 47.00	\$ 140.00
PM III - Grant Consultant II	\$ 43.00	\$ 130.00
PM II - Grant Consultant I	\$ 40.00	\$ 120.00
Project Manager I	\$ 37.00	\$ 110.00
Documentation Specialist	\$ 33.00	\$ 100.00
Inspector	\$ 27.00	\$ 80.00
Administrator	\$ 28.00	\$ 85.00
Clerical	\$ 18.00	\$ 55.00
Engineer IV	\$ 52.00	\$ 155.00
Engineer III	\$ 48.00	\$ 145.00
	\$	\$

Hourly Rates. The above hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant. The Base Wage Rate is the actual hourly wage, exclusive of fringe, overhead, and profit.

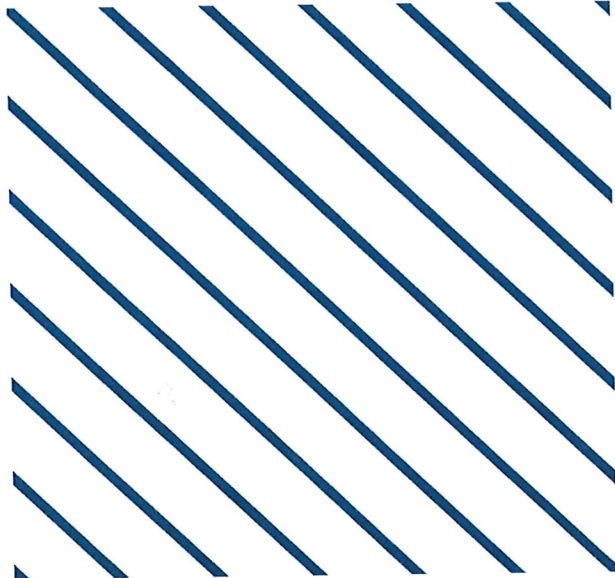
Weekend and Holiday Rates. No additional compensation shall be paid for any Service performed before or after Consultant's standard operating hours or on weekends and holidays, without prior written approval by County.

Quantity of Work. Consultant understands that the County makes no commitments or guarantees as to the total amount or value of the Services to be performed by Consultant. Payment under this Agreement shall be made on the basis of the actual amount of Services satisfactorily performed and completed in accordance with the Contract Documents.

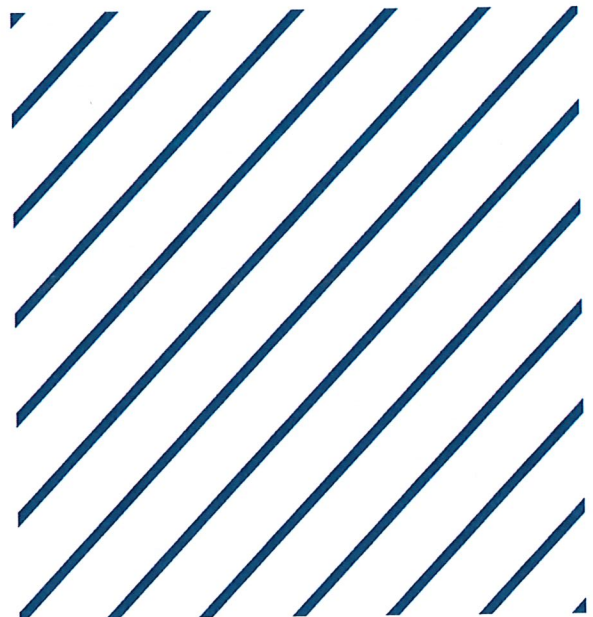
Hourly Rate Adjustments. Consultant may request an increase to the hourly rates on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage, as defined in the definitions section of this Agreement, but shall not exceed four percent (4%) in any given year. Requests for hourly rate adjustments must be submitted to the SJC Purchasing Division no later than sixty (60) days prior to the anniversary of the Effective Date of the Agreement for the County's review and approval. The County is under no obligation to grant any requested hourly rate adjustments. Approved hourly rate adjustments shall be effective only upon the County's issuance of a fully executed Amendment. If Consultant fails to request and/or receive approval for any adjustment to the hourly rates in any given year, the Consultant shall forego any available adjustment for that year, and shall not combine and/or compound any requested hourly rate adjustment in subsequent year(s).

II. REIMBURSEABLE EXPENSES

In addition to the hourly rates and subject to Section 112.061, Florida Statutes, the Consultant may also be reimbursed for actual, direct costs (i.e. travel costs, travel-related expenses, or other direct non-salary expenses) incurred in the performance of the Services, provided supporting documentation such as third-party invoices, receipts, or other data as required by the County to support the validity of the expenses incurred shall be submitted with each invoice.



Administrative Information





St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

April 20, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP 23-39; Mitigation Consulting Services

This Addendum #1 is issued to further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their submitted Proposal as provided in the RFP Documents.

Questions/Answers:

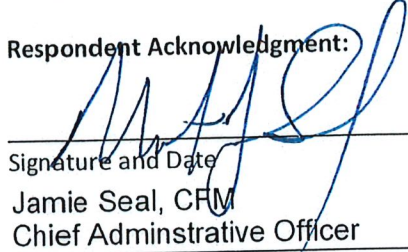
The County provides the following answers to the questions submitted in relation to the RFP Document:

1. Does the County currently have a consultant/contractor assisting them with FEMA Public Assistance, including, but not limited to project formulation, hazard mitigation opportunities (Section 406), grants management and/or closeout?
Answer: The county currently has a contract with AC Disaster Consulting for recovery services, but their services are not currently being utilized.
2. Does the County currently have a consultant/contractor assisting them with the mitigation programs noted in the RFP for any/all of the following programs: HMA, HMGP, BRIC, FMA, and NFIP?
Answer: No
3. What other grant funding might the County need assistance with, whether it's for application purposes, grant management or closure, such as ARPA, the Infrastructure Investment Jobs Act, CDBG-DR or any other funding. Please identify the grant, the County's intentions for use of the funds and the status of projects utilizing these funds.
Answer: No other grant opportunities have been identified at this time.
4. Does the font size of 11 encompass graphics and tables, or can those have a smaller font?
Answer: Information in graphics and tables are not limited to a specific font size but must be legible.
5. Is the County only looking at mitigation funding sources, or other sources of funding as well?
Answer: This RFP is specifically for funding homeowner/residential mitigation projects. The primary funding mechanisms would be mitigation related grant programs; however, local or state funding options can be considered.
6. Due to the unreliability of delivery companies (i.e., FedEx, UPS, etc.), would it be possible to change this to an electronic only submission, or an email on the due date with a follow-up hardcopy shipping afterwards?
Answer: No, there will be no change to the submission requirements. Respondents are responsible for submittals arriving prior to the advertised deadline.

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

The Submittal Deadline for Proposals shall remain: Thursday, April 27, 2023 by or before 4:00 PM EST

Respondent Acknowledgment:



Signature and Date

Jamie Seal, CFM
Chief Administrative Officer

Printed Name/Title

Quality Engineering & Surveying, LLC
Company Name (Print)

END OF ADDENDUM NO. 1

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "B"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Quality Engineering & Surveying, LLC (Respondent) being of lawful age and being duly sworn I, Jamie Seal, CFM Mart James Seal (Affiant) as Chief Administrative Officer (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.

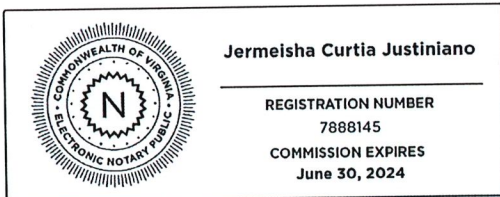
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of April 26th, 2023.

Mart James Seal

Signature of Affiant

STATE OF Virginia
COUNTY OF Chesterfield

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 26th day of April, 2023, by Affiant, who is personally known to me or has produced Driver License as identification.



Jermeisha Curtia Justiniano
Notary Public
My Commission Expires: 06/30/2024

Notarized online using audio-video communication

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "C"
PROPOSAL AFFIDAVIT

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

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Mart James Seal
Jamie Seal, CFM (Affiant) who, being duly sworn,
deposes and says he/she is Chief Administrative Officer (Title) of Quality Engineering & Surveying, LLC
(Respondent) submitting the attached proposal for the services covered by the RFP documents for RFP 23-39;
MITIGATION CONSULTING SERVICES.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Quality Engineering & Surveying, LLC
(Respondent Firm)

By Mart James Seal
(Affiant Signature)

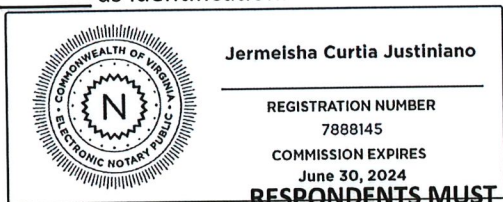
Mart James Seal
Jamie Seal, CFM | Chief Administrative Officer
(Printed Name & Title)

04/26/2023
Date of Signature

STATE OF Virginia

COUNTY OF Chesterfield

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 26th
day of April, 2023, by Affiant, who is personally known to me or has produced Driver License
as identification.



Jermeisha Curtia Justiniano
Notary Public
My Commission Expires: 06/30/2024

Notarized online using audio-video communication

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL.

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "D"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP 23-39; MITIGATION CONSULTING SERVICES

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

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

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

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

Please check the appropriate statement:



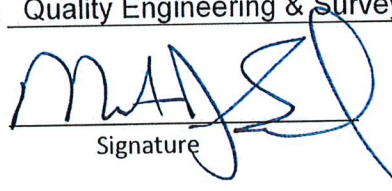
I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Respondent: Quality Engineering & Surveying, LLC

Authorized Representative(s):


Signature

Jamie Seal, CFM
Chief Administrative Officer
Print Name/Title

Signature

Print Name/Title

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "E"
DRUG-FREE WORKPLACE FORM


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

Quality Engineering & Surveying, LLC does:

Name of Firm

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

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


Signature

4/26/2023
Date

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "F"
E-VERIFY AFFIDAVIT

STATE OF Virginia
COUNTY OF Chesterfield

I, Mart James Seal (Affiant), being duly authorized by and on behalf of Quality Engineering & Surveying, LLC
(Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP NO: 23-39 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subconsultants performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subconsultants performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this 26th day of April, 2023.

Mart James Seal

Signature of Affiant
Mart James Seal

Jamie Seal, CFM

Printed Name of Affiant

Chief Administrative Officer

Printed Title of Affiant

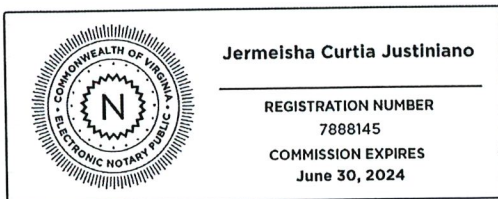
Quality Engineering & Surveying, LLC

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 26th day of April, 2023, by Affiant, who is personally known to me or has produced Driver License as identification.

Jermeisha Curtia Justiniano

Notary Public
My Commission Expires: 06/30/2024



Notarized online using audio-video communication

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "H"
EQUAL OPPORTUNITY REPORT STATEMENT

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

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

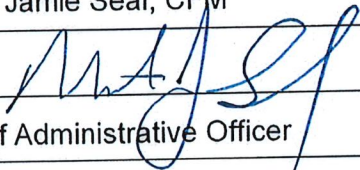
During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Jamie Seal, CFM
SIGNATURE: 
TITLE: Chief Administrative Officer
NAME OF FIRM: Quality Engineering & Surveying, LLC
DATE: 4/26/2023

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "I"
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Jamie Seal, CFM

SIGNATURE: 

TITLE: Chief Administrative Officer

NAME OF FIRM: Quality Engineering & Surveying, LLC

DATE: 4/26/2023

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "J"
BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Jamie Seal, CFM
SIGNATURE: 
TITLE: Chief Administrative Officer
NAME OF FIRM: Quality Engineering & Surveying, LLC
DATE: 4/26/2023

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "K"
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposal issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which Proposal are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Jamie Seal, CFM

SIGNATURE: 

TITLE: Chief Administrative Officer

DATE: 4/26/2023

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Quality Engineering & Surveying, LLC

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "L"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)
Mart James Seal

Before me, the undersigned Authority, personally appeared affiant Jamie Seal, CFM, who, being by me first duly sworn, made the following statement:

1. The business address of Quality Engineering & Surveying, LLC (name of Offeror or business) is 18320 HWY 42, Port Vincent, LA 70726.
2. My relationship to Quality Engineering & Surveying, LLC (name of Offeror or business) is partner (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after January 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to January 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

QES - RFP 23-39 - St. Johns County - Mitigation Consulting Services

Quality Engineering & Surveying, LLC

Name of Business

By: Mart James Seal

Printed Name: Jamie Seal, CFM Mart James Seal

Title: Chief Administrative Officer

STATE OF Virginia

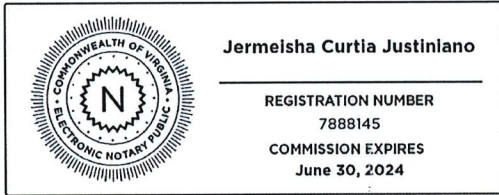
COUNTY OF Chesterfield

Sworn to (or affirmed) and subscribed before me this 26th day of April, 2023, by
Mart James Seal, as Chief Administrative Officer of
Quality Engineering & Surveying, LLC and who:

[Notary: Please select one]

is personally known to me; or

has produced Driver License as identification.



Jermelsha Curtia Justiniano
Notary Public, State of Virginia

Printed, typed or stamped name, commission and expiration:

Notarized online using audio-video communication

QUALITY
ENGINEERING & SURVEYING



Contact :

info@qesla.com
www.qesla.com

Address :

18320 LA HWY 42
Port Vincent, LA 70726



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

April 20, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP 23-39; Mitigation Consulting Services

This Addendum #1 is issued to further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their submitted Proposal as provided in the RFP Documents.

Questions/Answers:

The County provides the following answers to the questions submitted in relation to the RFP Document:

1. Does the County currently have a consultant/contractor assisting them with FEMA Public Assistance, including, but not limited to project formulation, hazard mitigation opportunities (Section 406), grants management and/or closeout?
Answer: The county currently has a contract with AC Disaster Consulting for recovery services, but their services are not currently being utilized.
2. Does the County currently have a consultant/contractor assisting them with the mitigation programs noted in the RFP for any/all of the following programs: HMA, HMGP, BRIC, FMA, and NFIP?
Answer: No
3. What other grant funding might the County need assistance with, whether it's for application purposes, grant management or closure, such as ARPA, the Infrastructure Investment Jobs Act, CDBG-DR or any other funding. Please identify the grant, the County's intentions for use of the funds and the status of projects utilizing these funds.
Answer: No other grant opportunities have been identified at this time.
4. Does the font size of 11 encompass graphics and tables, or can those have a smaller font?
Answer: Information in graphics and tables are not limited to a specific font size but must be legible.
5. Is the County only looking at mitigation funding sources, or other sources of funding as well?
Answer: This RFP is specifically for funding homeowner/residential mitigation projects. The primary funding mechanisms would be mitigation related grant programs; however, local or state funding options can be considered.
6. Due to the unreliability of delivery companies (i.e., FedEx, UPS, etc.), would it be possible to change this to an electronic only submission, or an email on the due date with a follow-up hardcopy shipping afterwards?
Answer: No, there will be no change to the submission requirements. Respondents are responsible for submittals arriving prior to the advertised deadline.

The Submittal Deadline for Proposals shall remain: Thursday, April 27, 2023 by or before 4:00 PM EST

Respondent Acknowledgment:

Signature and Date

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

This Exhibit A FEMA Supplement (Exhibit A) is incorporated by this reference into the applicable Master Construction Agreement (MCA) between the Contractor and the County (hereafter collectively the "Contract"). Exhibit A includes contract clauses that amend, delete or modify provisions of the MCA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the MCA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the MCA.

1. Equal Employment Opportunity.

a. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Political Affiliation. The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

b. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623, Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age.

c. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

2. Compliance with the Copeland "Anti-Kickback" Act.

a. Applicability. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. Specifically, the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Exhibit A
FEMA SUPPLEMENT

c. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

d. Breach. A breach of the contract clauses in subsections (b) and (c) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Contract Work Hours and Safety Standards Act.

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

b. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Health and Safety Standards. Pursuant to 40 U.S.C. § 3704, no contractor or subcontractor contracting for any part of the Work shall require any laborer or mechanic employed in the performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety.

e. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

f. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

Exhibit A
FEMA SUPPLEMENT

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (f) of this section.

4. Environmental Compliance.

a. The Contractor agrees to comply with all applicable standards, orders, regulations, or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with Debarment and Suspension Regulations.

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

b. The Contractor must at all times throughout the period of any Contract comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. By executing the MCA, Contractor certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532

6. Compliance with Uniform Administrative Requirements.

a. Domestic Preferences (2 C.F.R. pt 200.322). As appropriate and to the greatest extent practicable and consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United states (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Contractor further agrees to include a provision requiring compliance with such domestic preference in its lower tier covered transactions.

b. The Contractor will comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards as described in 2 C.F. R. Part 200.

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FEMA SUPPLEMENT

c. The Contractor will comply with the prohibition on Certain Telecommunications and Video Surveillance Services or Equipment pursuant to a 2 C.F.R. pt. 200.216.

7. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Access to Records. The following access to records requirements apply to this Contract:

a. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.

d. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Procurement of Recovered Materials.

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

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

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Exhibit A
FEMA SUPPLEMENT

10. DHS Seal, Logo, and Flags.

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

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

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the Work. The Contractor will comply with all applicable federal law, regulations, executive orders, DHS and/or FEMA policies, procedures, requirements and directives.

12. No Obligation by Federal Government.

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

13. Fraud and False or Fraudulent or Related Acts.

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

14. DHS Seal, Logo, and Flags.

The Contractor shall not use the Department of Homeland Security's ("DHS") or FEMA's or County's seal(s), logos, crests, or reproductions of flags or likenesses of any DHS agency officials without specific FEMA or County's prior written approval.

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

- 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



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

REQUEST FOR PROPOSALS

RFP NO: 23-39

MITIGATION CONSULTING SERVICES

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

FINAL: 03/28/2023

RFP 23-39; MITIGATION CONSULTING SERVICES

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EXHIBITS (*SEPARATE DOCUMENTS*)

- EXHIBIT A – FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES**
- EXHIBIT B – APPENDIX II TO 2 CFR PART 200**

RFP 23-39; MITIGATION CONSULTING SERVICES

PART I: GENERAL SOLICITATION REQUIREMENTS

A. DEFINITIONS

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

B. PURPOSE & INTENT

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

C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Division by or before **four o'clock (4:00PM EST) on Thursday, April 27, 2023**. Any proposals received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Proposals must be submitted to: SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

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

D. DESIGNATED POINT OF CONTACT

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

Designated Point of Contact: Greg Lulkoski
Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Email: glulkoski@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Jordy Fusco, Procurement Coordinator, at mfusco@sjcfl.us.

E. LOBBYING PROHIBITION

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

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o'clock (4:00PM) EDST on Thursday, April 13, 2023**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Proposal submittal deadline in order to clarify or

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

G. TENTATIVE SCHEDULE OF EVENTS

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

Broadcast of RFP	March 28, 2023
Deadline for Questions	April 13, 2023
Issuance of Final Addendum	April 20, 2023
Proposal Submittal Deadline	April 27, 2023
Evaluation of Submitted Proposals	May 4, 2023
Negotiations	May 5 - 19, 2023

H. ADDENDA

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

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

Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal. Failure to submit an issued addendum with the submitted Proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Proposal.

I. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

J. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

K. RIGHT TO REJECT/ACCEPT

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

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

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

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and associated procedures.

M. LOCAL PREFERENCE

Pursuant to 2 CFR 200.319 and 200.320, the Local Preference considerations described in Section 302.25 of the SJC Purchasing Procedure Manual do not apply to proposals submitted under this solicitation.

N. SUB- CONTRACTORS

If a Respondent elects to sub-contract with any firm(s), for any portion(s) of the required Services, Respondent must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, at its discretion, require any Respondent to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

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

The County reserves the right to disqualify any Respondent, Contractor, Consultant, Supplier, or Individual due to previously documented issues with performance, quality or compliance.

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

The awarded Consultant shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Consultant of any of the obligations and responsibilities stated in the awarded Contract.

O. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, the awarded Consultant and any subcontracted firm(s) or individual(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

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

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

P. FORCE MAJEURE

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

PART II: SCOPE OF SERVICES

A. OBJECTIVE

The objective of St. Johns County is to hire a consultant to provide technical expertise in augmenting the County's capabilities to receive the maximum funding opportunity from any mitigation programs offered by the Federal Emergency Management Agency (FEMA), the Department of Housing and Urban Development (HUD), the Florida Division of Emergency Management (FDEM), Florida Department of Economic Opportunity, or any other federal, state, or local funding source. The ideal candidate shall have demonstrated experience in programmatic disaster mitigation programs, specifically in residential homeowner projects, and have intimate knowledge and expertise in the operations of FEMA's Hazard Mitigation Assistance (HMA) programs, including Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA) grant, and National Flood Insurance Program (NFIP) programs.

B. SCOPE OF SERVICES

The awarded Consultant shall be responsible for providing any and all labor, materials, systems, expertise, and support necessary to complete the following:

1. Provide services related to mitigation projects for submittal to FEMA through the FDEM or the respective agency administering the grant program, including but not limited to:
 - a. Developing County policies and procedures;
 - b. Technical advisory services;
 - c. Grant application;
 - d. Grant maintenance;
 - e. Grant closeout services
2. Develop and implement strategies intended to maximize federal and state assistance.
3. Provide expert programmatic and policy advice on federal mitigation programs.
4. Provide technical assistance in developing benefit-to-cost ratios for the applicable program based on FEMA-approved methodologies and/or software.
5. Identify potential improvements and maximize mitigation funding.
6. Represent the County in meetings with FEMA, FDEM, or other agencies as necessary.
7. Work with the County to resolve disputes with FEMA, FDEM, or other agencies and contractors as necessary.
8. Assist with the education and training of staff that will or may be involved with the various aspects of disaster mitigation.

9. Assist with educational outreach programs to County residents, businesses, and other entities within the County that may be interested in or eligible for mitigation programs such as:
 - a. Public information workshops;
 - b. Newsletter updates;
 - c. Tips, checklists, and best practices for submitting grant applications on public messaging;
 - d. Regular reminders to the public about submission requirements and deadlines;
 - e. Neighborhood briefings about the programs;
10. One-on-one consultation (via Zoom or in-person, depending on the consultant's location) to assist residents with completing applications
11. Follow up with applicants to execute terms of grant, if awarded.

PART III: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

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

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

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

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

B. MINIMUM QUALIFICATIONS

Respondents must be fully licensed to do business and perform the required Services in the State of Florida and St. Johns County. Failure to demonstrate at least the minimum qualifications in the submitted Proposal shall be grounds for a Respondent to be deemed non-responsive, and to be removed from further consideration. Respondent must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must have an active registration with the State of Florida, Department of State, Division of Corporations. Proof of registration must be provided with the Proposal.
2. Must possess, or obtain upon award, a current Local Business Tax Receipt for St. Johns County;
3. Must be currently registered at www.SAM.gov, or provide proof of having initiated the registration process, and have no Active Exclusions cited at www.SAM.gov;

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and

certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

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

D. PUBLIC RECORDS

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

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

E. USE OF COUNTY LOGO

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

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

F. CONFLICT OF INTEREST

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

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

Respondents must disclose any employment or contractual relationship with any County employee or officer within the submitted Proposal, along with any potential ownership interest of the Respondent Firm held by a County employee or officer.

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

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

G. PROPOSAL SUBMITAL INSTRUCTIONS

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

Proposals must use 8 ½"x11" pages, with no less than ½" margins and 11pt font. CD/DVD is not an acceptable alternative to the USB Drive. All headings, sections, and sub-sections must be appropriately identified.

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

Submitted Proposals must include, at a minimum, the following components, including any and all forms and

attachments provided herein, as listed below:

Section 1: Proposal Cover Page (Complete and Submit) and Cover Letter

Respondents shall complete and submit the Proposal Cover Page provided herein, and must also provide a 1-2 page cover letter that must include, but is not limited to, the following:

- Full legal company name, including any applicable fictitious name(s) and Company type;
- Physical street address and mailing address (if different), including any other location(s) which may perform portion(s) of the Services;
- Primary point of contact information (name, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding Respondent's interest in this solicitation.

Delegation of Authority

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

Section 2: Staff Qualifications and Professional Team

Respondent must provide documentation to fully demonstrate the qualifications and capabilities of the Respondent firm and all Key Personnel who may perform Services, if awarded. The required documentation shall include, at a minimum:

Respondent must provide proof of registration status, and no exclusions with www.SAM.gov.

Licenses/Certifications – Respondent must provide all current licenses and certifications held by the Respondent relative to the specified Services.

Organization Chart – Respondent must provide a Team Org Chart depicting how the firm proposes to establish staff and structure for all the specific tasks.

Project Team – Respondent must provide the Key Personnel who will comprise the project team, and provide description of their qualifications, education and capabilities to perform the Services. Indicate whether firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees. Describe staffing plans and the intended presence in the County.

Certificates of Insurance – Respondent must demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or must provide documentation from a qualified provider certifying the Respondent's ability to obtain the required insurance coverages upon award.

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

Proposed Sub-Contractors – Respondent must submit any and all proposed sub-consultants intended to perform any of the aspect of the services specified herein (Attachment "M"). Respondent must submit sufficient documentation to demonstrate the qualifications and capabilities of the proposed sub-consultants to perform the

services for which they are proposed. All proposed Sub-Consultants are subject to approval by the County. If Respondent does not intend to utilize any sub-consultants, Respondent must state that in the submitted Proposal.

Section 3: Related Experience

Respondent must provide documentation to demonstrate all experience in the performance of services comparable to those specified herein under HMA, HMGP, BRIC, FMA, and NFIP programs in the past six (6) years. The information submitted must provide the name of entity/agency, summary of services provided, timeframe of performance, cost of services provided, and point of contact with agency with contact information.

Section 4: Approach / Methodology

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

Section 5: Pricing

Respondents shall submit, on Attachment "A" Respondent's Rate Sheet, all proposed hourly rates.

Section 6: Socioeconomic Business Enterprise

The County encourages participation by MBE/WBE/DBE firms. Provide current copy of certificate of MBE/WBE/DBE (if applicable). The use of MBE/WBE/DBE firms identified in a proposal must be used throughout the duration of the contract. If the proposed MBE/WBE/DBE firm is no longer able to perform the services originally intended, the awarded firm shall be responsible for seeking a replacement MBE/WBE/DBE firm, or demonstrating a good faith effort to seek out a MBE/WBE/DBE firm.

Section 7: Administrative Information

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

H. DETERMINATION OF RESPONSIVENESS

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

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

I. EVALUATION OF PROPOSALS

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

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 making any recommendation for award, or moving forward with negotiations.

In the event the Evaluation Committee determines that interviews and/or presentations from a shortlist of

Respondents is necessary in order to make a recommendation for award, such determination shall be communicated to the Respondents with details as to the requirements of such interviews and/or presentations. The interviews/presentations will be scored by the Evaluation Committee, and the scores shall be added to the scores for the proposal for each Respondent, to determine the Total Score for each Respondent. The criteria by which presentations will be scored will be provided to the shortlisted Respondents with the notification by the County. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

J. EVALUATION CRITERIA AND SCORING

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Staff Qualifications & Professional Team	20
B. Related Experience	30
C. Approach/Methodology	30
D. Pricing	15
E. Socioeconomic Business Enterprise	5
Total Points Possible:	100
F. Interviews/Presentations – Shortlisted Firms (If Applicable)	25
Total Points Possible:	125

K. FORMULA FOR EVALUATION OF PRICING:

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

Vendor	Average Proposed Hourly Rate	Percentage	By	Weight	Equals	Weighted Score***
A	\$50.00	100	X	15	=	15
B	\$60.00	83*	X	15	=	12
C	\$80.00	63**	X	15	=	9

* Vendor B's percentage is $\$50.00 \div \$60.00 = 83\%$
 ** Vendor C's percentage is $\$50.00 \div \$80.00 = 63\%$
 *** Weighted Score shall be rounded to nearest whole number

L. FORMULA FOR SOCIOECONOMIC BUSINESS ENTERPRISE:

Respondents will receive the maximum score of five (5) if they provide a current MBE/WBE/DBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for sub-consultants and/or sub-contractor's MBE/WBE/DBE certification.

M. NEGOTIATIONS & AWARD

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

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

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked firm, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

In the event the negotiated costs for the Services exceed \$500,000, the negotiated Contract shall be presented to the Board of County Commissioners ("Board") for approval to execute.

N. PROTEST PROCEDURES

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

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFP is to select one individual or firm through the evaluation process and to negotiate and execute a contract, upon successful negotiations, for performance of the required Services. It is anticipated the County will issue a professional services contract on a form provided by the County.

The term of the awarded Contract shall be determined upon negotiations between the selected Respondent and the County.

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

In the event that a Contract is attached to the RFP, such attached Contract 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 is not attached to the RFP, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, contract negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

B. TASK ORDERS

Work shall be awarded through the issuance of a Task Order by the SJC Purchasing Division, which shall detail the

services to be performed, the detailed cost of those services and the timeframe for completion, along with any other additional information necessary. The Task Order shall not be considered effective until executed by an authorized representative of the County and Consultant. No Task Order will be issued for any amount over \$500,000.00 unless previously approved by the Board of County Commissioners.

C. CHANGE ORDERS

Any and all changes to any project being performed under a Task Order, which are not included in the scope of the executed Task Order, and which require additional work that effects the scope, cost, or time of the project shall be authorized through a Change Order. All changes requested by the Consultant shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Consultant. Changes must be approved by the Project Manager, and the Purchasing Division, prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Consultant until receipt of a fully executed Change Order. All requests for Change Orders must be made timely by the Consultant, and immediately communicated to the Project Manager with specific details on the need and estimated cost, and verified through an on-site inspection, to avoid unnecessary delays to completion of the project.

D. CONTRACT PERFORMANCE

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

E. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Consultant. In the event of the Consultant's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Consultant is in default, and the amount of time provided to the Consultant to cure such default. If the Consultant fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Consultant.

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

F. GOVERNING LAWS & REGULATIONS

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

G. LICENSES, PERMITS & CERTIFICATIONS

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

H. INSURANCE REQUIREMENTS

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

Respondent being deemed non-responsive and removed from further consideration.

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

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

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

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

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

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

Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions

Insurance with minimum limits of \$1,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

Consultant shall require any subconsultants performing work under the awarded Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Contract.

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

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

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

I. INDEMNIFICATION

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

To the extent permitted by, and in accordance with Florida Statute § 725.08, Consultant further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the "persons employed or utilized by Consultant" shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

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

J. BYRD ANTI-LOBBYING AMENDMENT

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

of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

K. SUSPENSION AND DEBARMENT

1. The intended contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”
5. The Consultant must be registered at www.SAM.gov; the registration must verify that the Consultant has no active exclusions.

L. SOCIOECONOMIC BUSINESS ENTERPRISE

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

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

If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE sub-consultants and/or sub-contractors **OR**
2. If unable to utilize DBE/MBE/WBE certified sub-consultants and/or sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants or sub-contractors.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the firm is not a Section 3 firm the firm entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-consultants and/or sub-contractors; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

PART V: – ATTACHMENTS/FORMS

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

RFP 23-39; MITIGATION CONSULTING SERVICES

COVER PAGE

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

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFP 23-39; MITIGATION CONSULTING SERVICES

**ATTACHMENT “A”
HOURLY RATE SHEET**

I. HOURLY RATES

Compensation for services satisfactorily performed shall be in accordance with the Hourly Rates provided below, which shall be approved prior to execution of the Contract, and shall remain firm throughout the duration of the Contract, unless otherwise agreed to by the Parties, as provide in the Contract Documents.

JOB CLASSIFICATION (JOB TITLE)	BASE WAGE RATE	HOURLY RATE
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

Hourly Rates. The above hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant. The Base Wage Rate is the actual hourly wage, exclusive of fringe, overhead, and profit.

Weekend and Holiday Rates. No additional compensation shall be paid for any Service performed before or after Consultant’s standard operating hours or on weekends and holidays, without prior written approval by County.

Quantity of Work. Consultant understands that the County makes no commitments or guarantees as to the total amount or value of the Services to be performed by Consultant. Payment under this Agreement shall be made on the basis of the actual amount of Services satisfactorily performed and completed in accordance with the Contract Documents.

Hourly Rate Adjustments. Consultant may request an increase to the hourly rates on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage, as defined in the definitions section of this Agreement, but shall not exceed four percent (4%) in any given year. Requests for hourly rate adjustments must be submitted to the SJC Purchasing Division no later than sixty (60) days prior to the anniversary of the Effective Date of the Agreement for the County’s review and approval. The County is under no obligation to grant any requested hourly rate adjustments. Approved hourly rate adjustments shall be effective only upon the County’s issuance of a fully executed Amendment. If Consultant fails to request and/or receive approval for any adjustment to the hourly rates in any given year, the Consultant shall forego any available adjustment for that year, and shall not combine and/or compound any requested hourly rate adjustment in subsequent year(s).

II. REIMBURSEABLE EXPENSES

In addition to the hourly rates and subject to Section 112.061, Florida Statutes, the Consultant may also be reimbursed for actual, direct costs (i.e. travel costs, travel-related expenses, or other direct non-salary expenses) incurred in the performance of the Services, provided supporting documentation such as third-party invoices, receipts, or other data as required by the County to support the validity of the expenses incurred shall be submitted with each invoice.

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "B"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Respondent) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, 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 _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:_____

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "C"
PROPOSAL AFFIDAVIT

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

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached proposal for the services covered by the RFP documents for RFP 23-39; MITIGATION CONSULTING SERVICES.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Respondent Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL.

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "D"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP 23-39; MITIGATION CONSULTING SERVICES

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

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

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

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

Please check the appropriate statement:

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

Full Legal Name of Respondent: _____

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

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "E"
DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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

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

Signature

Date

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "F"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP NO: 23-39 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subconsultants performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subconsultants performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____
day of _____, 20____, by Affiant, who is personally known to me or has produced _____
_____ as identification.

Notary Public

My Commission Expires: _____

RFP 23-39; MITIGATION CONSULTING SERVICES

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

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

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

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

Liquidated Damages

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

(Use additional or supplemental pages as needed)

RFP 23-39; MITIGATION CONSULTING SERVICES

**ATTACHMENT "H"
EQUAL OPPORTUNITY REPORT STATEMENT**

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

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP 23-39; MITIGATION CONSULTING SERVICES

**ATTACHMENT "I"
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP 23-39; MITIGATION CONSULTING SERVICES

**ATTACHMENT "J"
BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP 23-39; MITIGATION CONSULTING SERVICES

**ATTACHMENT "K"
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposal issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which Proposal are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

RFP 23-39; MITIGATION CONSULTING SERVICES

ATTACHMENT "L"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after January 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to January 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
_____ and who:

[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

RFP 23-39; MITIGATION CONSULTING SERVICES

**ATTACHMENT "M"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

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

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address

SEALED RFP MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Proposal".

SEALED RFP • DO NOT OPEN	
SEALED RFP #:	<u> RFP 23-39 </u>
RFP TITLE:	<u> MITIGATION CONSULTING SERVICES </u>
DUE DATE/TIME:	<u> Thursday, April 27, 2023 </u> <u> No Later Than 4:00 PM EST </u>
SUBMITTED BY:	<u> Company Name </u>
	<u> Company Address </u>
	<u> Company Address </u>
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT