

**RESOLUTION NO. 2024 - 298**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO AWARD RFP NO: 1615; PUBLIC ENGAGEMENT SERVICES TO THE VALERIN GROUP, INC., AS THE TOP RANKED FIRM, AND TO EXECUTE A CONTRACT FOR THE PERFORMANCE OF AS NEEDED SERVICES IN ACCORDANCE WITH THE RFP.**

**RECITALS**

**WHEREAS**, the County seeks to provide a consistent and countywide approach to public engagement for County projects and programs, and it was determined that bringing on a consultant to perform levels of service, as needed by project, will allow the County to provide a much more coordinated and consistent level of information and outreach to the public on our projects and programs; and

**WHEREAS**, the Purchasing Department issued an RFP in accordance with County Ordinance, and seven (7) proposals were received, and shortlisted for two (2) firms to make presentations. Based upon the evaluation of Proposals and subsequent presentations, the evaluation committee identified The Valerin Group, Inc, as the top ranked firm.

**WHEREAS**, services performed by the awarded firm shall be on an as needed basis, as identified by the Office of Public Affairs, and will be subject to the availability of appropriated funds; and

**WHEREAS**, the County has determined that the contract services a public purpose, and is in the best interest of the County.

**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: 1615; Public Engagement Consulting to The Valerin Group, Inc as the top ranked firm, and to execute a contract, in substantially the same form and format as attached, with The Valerin Group, Inc., for performance of the specified services as negotiated.

Section 3. The Board, by adoption of this Resolution, grants permission for the The Valerin Group, Inc, to utilize the County's logo in materials and/or publications, in the course of performance of the specified services, provided such use is first approved by the Director of Public Affairs, or designee.

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 16th day of July, 2024.

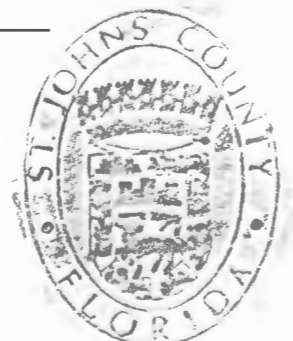
Rendition Date JUL 18 2024

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

By: \_\_\_\_\_  
Sarah Arnold, Chair

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

By: Iwanne King  
Deputy Clerk





PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 24-PSA-THE-19899

Table of Contents

ARTICLE I CONTRACT DOCUMENTS ..... 4

1.1 The Contract Documents..... 4

ARTICLE II AGREEMENT TERM AND SCHEDULE..... 5

2.1 Term ..... 5

2.2 Schedule ..... 5

2.3 Time is of the Essence..... 5

ARTICLE III DEFINITIONS ..... 5

3.1 Definitions..... 5

ARTICLE IV SERVICES..... 7

4.1 Scope of Services ..... 7

ARTICLE V COMPENSATION..... 7

5.1 General ..... 7

5.2 Method of Payment..... 7

5.3 Withheld Payment..... 8

5.4 Final Payment ..... 8

5.5 Availability of Funds ..... 8

ARTICLE VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY..... 8

6.1 Ownership of Work Product ..... 8

6.2 Confidentiality ..... 9

ARTICLE VII AUTHORIZED REPRESENTATIVE AND PERSONNEL ..... 9

7.1 County Representative ..... 9

7.2 Consultant’s Authorized Representative..... 9

7.3 Consultant Personnel..... 9

ARTICLE VIII SUB-CONTRACTORS ..... 10

8.1 Sub-contractors ..... 10

ARTICLE IX CHANGES IN THE SERVICES..... 10

9.1 Changes in the Services ..... 10

ARTICLE X TERMINATION ..... 10

10.1 Termination..... 10

ARTICLE XI WARRANTY, INDEMNITY, AND INFRINGEMENT ..... 11

11.1	Warranty of Performance .....	11
11.2	Indemnity .....	11
11.3	Infringement .....	12
ARTICLE XII INSURANCE .....		12
12.1	Consultant’s Insurance Requirements.....	12
12.2	Additional Insured Endorsements and Certificate Holder .....	12
12.3	Workers Compensation.....	13
12.4	Commercial General Liability.....	13
12.5	Automobile Liability.....	13
12.6	Professional Liability .....	13
12.7	Other Requirements .....	13
ARTICLE XIII GENERAL CONSIDERATIONS.....		13
13.1	Independent Contractor .....	13
13.2	Taxes .....	14
13.3	Publicity and Advertising.....	14
13.4	Examination of Consultant’s Records.....	14
13.5	Governing Law & Venue .....	14
13.6	Arbitration .....	14
13.7	Contract Claims / Disputes.....	14
13.8	Assignment and Arrears .....	15
13.9	Severability .....	16
13.10	Section Headings.....	16
13.11	Disclaimer of Third-Party Beneficiaries .....	16
13.12	No Waiver; Course of Dealing.....	16
13.13	No Waiver of Sovereign Immunity.....	16
13.14	Conflict of Interest .....	16
13.15	Execution in Counterparts.....	16
13.16	Entire Agreement .....	17
13.17	Modifications, Amendments, Waivers and Extensions .....	17
13.18	Survival .....	17
13.19	Convicted and Discriminatory Vendor Lists.....	17
13.20	Scrutinized Companies Lists.....	17
13.21	Employment Eligibility and Mandatory Use of E-Verify.....	17
13.22	Nondiscrimination.....	18
13.23	Drug Free Workplace .....	18
13.24	Public Records .....	18
13.25	Enforcement Costs .....	19
13.26	Contingency Fee.....	19

13.27 Written Notice..... 19  
13.28 Non-Exclusive Right..... 19  
13.29 Truth-In-Negotiation Representation ..... 19  
13.30 Anti-Bribery ..... 20  
13.31 Compliance with Florida Statute 287.138..... 20  
13.32 Equal Employment Opportunity ..... 20  
CONSULTANT’S FINAL RELEASE AND WAIVER OF LIEN .....23



This Professional Services Agreement (hereafter “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2024 (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 **THE VALERIN GROUP, INC.**, (“Consultant”), a company authorized to do business in the State of Florida, with its principal offices located at: 3903 Northdale Blvd. Suite 100E, Tampa, FL 33624, Phone: (813)751-0478, and E-mail: [valeriec@valerin-group.com](mailto:valeriec@valerin-group.com), for **RFP 1615 Public Engagement Consulting Services**, hereinafter referred to as the “Project”.

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 over the performance of the Services by the Consultant, and consist of the following documents which are incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) This fully executed Professional Services Agreement and all Exhibits and/or Attachments hereto:
  - i. Exhibit A – Appendix II to Part 200, Title 2
  - ii. Exhibit B – Consultant Rate Sheet
- c) Request for Proposals and all issued Addenda RFP No. 1615
- 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 Consultant is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs 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 County’s 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 County’s 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 County’s Project Manager shall 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 Project Manager’s rendered determination within fourteen (14) calendar days of receipt thereof. Consultant’s protest shall be submitted to the County’s Director of Purchasing & Contracts, and shall state clearly, and in detail, the basis thereof. Failure by the Consultant to protest the County Project Manager’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’s Director of Purchasing & Contracts shall consider the Consultant’s protest and render a decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the County’s Director of Purchasing & Contracts’ decision, Consultant shall deliver written notice to that effect to the County within three (3) business days of receipt of the County’s decision.

1.1.4 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 will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Consultant from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

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 Consultant and/or 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.

## ARTICLE II AGREEMENT TERM AND SCHEDULE

### 2.1 Term

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of three (3) calendar years (Initial Term), and may be renewed in two (2) one (1) calendar year(s) renewal periods (Renewal Term), exercisable by the County, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

### 2.2 Schedule

2.2.1 Consultant shall perform the Services within the time periods specified by the Project Manager for each Project or event. Consultant's Services for each Project, or portion thereof, shall commence upon receipt of written direction by the County's Project Manager. The written direction may be in the form of an e-mail, or in a letter.

2.2.2 If Services are scheduled to end due to the expiration of this Agreement, at the request of the County, Consultant agrees to continue to provide Services for an extension period defined by the County, upon the same terms and conditions as contained in this Agreement. The County will issue an Amendment or Change Order prior to the expiration of this Agreement authorizing any such extension period. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by the County.

### 2.3 Time is of the Essence

Time is of the essence regarding each and every obligation of Consultant under this Agreement. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

## 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 specifically 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 Actual Costs: A representation of the costs required to complete the As-Needed Services, including any and all materials, equipment rental, labor, and all sub-contractors proposals or estimates associated with the project, or other costs associated with performing the work.

3.1.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time, and having jurisdiction over the Services that are performed under this Agreement

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

3.1.4 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.

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

3.1.6 Compensation Method:

3.1.6.1 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.

3.1.6.2 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:

3.1.6.2(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.

3.1.6.2(B) As-Needed Services: As-Needed Services refer to those consulting services that are not continuous but are performed upon the request by the County. The services are provided to address specific needs or project as they arise, rather than as a part of a regular, ongoing engagement. The costs billed to the County of materials, subcontractors, and rentals cost associated with As-Needed Services shall not exceed the actual incurred cost. Any labor performed by the Consultant will be billed at the Contracted Hourly rate with no additional markup.

3.1.6.2(C) 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.

3.1.7 Consumer Price Index (CPI): The Consumer Price Index for All Urban Consumers (CPI-U) for Tampa-St. Petersburg-Clearwater, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by the County. Amounts subject to adjustment may be adjusted annually (increased or decreased, as applicable) by the lesser of (a) three (3%) percent, or (b) the percentage change in CPI as compared to the prior year period.

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

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

3.1.10 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.

3.1.11 Project: The total undertaking to be accomplished for the County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed by Consultant are a part.

3.1.12 Services: The work described in the Contract Documents or a subsequently issued Charge Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.



3.1.13 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.

3.1.14 Task Order: A separate written order to Consultant executed by the County, issued after the execution of this agreement, authorizing Consultant to commence Services. Task Orders shall document the scope, price, payment schedule, performance schedule and deliverables to be completed under the terms of this Agreement.

## ARTICLE IV SERVICES

### 4.1 Scope of Services

4.1.1 Consultant shall provide all Services as set forth in the Contract Documents, 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.

4.1.6 Under this Agreement, it is acknowledged that funding for the Work may originate from State and Federal Resources. To accommodate this possibility, Exhibit A - Appendix II to Part 200, Title 2, dated 5/7/2024, has been included to incorporate the Contract Provisions mandated for Federal Awards. In the event that State and Federal funding is secured, any supplementary Contract Provisions necessitated by such funding shall be appended through an Amendment, subject to mutual Agreement between the Parties.

4.1.7 The Consultant shall submit a cost proposal and scope for each Project, in the format, as request by the Office of Public Affairs. The Consultant shall not perform any services under this Agreement until a Purchase Order for such services as been executed by the County Administrator, or his authorized designee, in accordance with the County Purchasing Policy. All Purchase Orders under this Agreement shall be issued on a form provided by the County. The Purchase Order shall set forth a description and summary of the agreed services to be performed, and the total compensation for satisfactory completion of the work to be performed.

## ARTICLE V COMPENSATION

### 5.1 General

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.

### 5.2 Method of Payment

5.2.1 Compensation shall be based on the method of compensation as stated in in Exhibit B or as otherwise set forth

in a mutually agreed Change Order or Amendment.

5.2.1.1 For lump sum items, Exhibit B shall contain a 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.

5.2.1.2 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 B 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.

5.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in Exhibit B. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all work product and deliverables identified in 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.

5.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment 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.).

### **5.3 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.

### **5.4 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 6.1 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.

### **5.5 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 VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY**

### **6.1 Ownership of Work Product**

6.1.1 All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), 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.



6.1.2 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.

6.1.3 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.

## **6.2 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 VII AUTHORIZED REPRESENTATIVE AND PERSONNEL**

### **7.1 County Representative**

7.1.1 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.

7.1.2 The County and Consultant shall communicate with each other in the first instance through the Project Manager.

7.1.3 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.

7.1.4 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.

7.1.5 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.

7.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary concerning Consultant's Submittals.

7.1.7 The Project Manager may authorize minor changes in the Work that have no effect on Contract Price or Contract Time.

### **7.2 Consultant's 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.

### **7.3 Consultant Personnel**

7.3.1 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.

7.3.2 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 VIII SUB-CONTRACTORS**

### **8.1 Sub-contractors**

8.1.1 Consultant may obtain the assistance of other Suppliers, firms, or individuals ("Sub-contractors"), by subcontract, for the performance of a portion of these Services, provided that any such Sub-contractor(s) 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 disadvantaged, minority, and women business enterprises for participation in subcontracting opportunities. The Consultant is required to comply with 2 CFR 200 in the inclusion of minority, woman-owned, small, and disadvantaged businesses in selection of Sub-consultants. The Consultant is required to document the affirmative steps taken to assure that minority-owned businesses, woman-owned business enterprises, and small, and disadvantaged business enterprises are utilized in the completion of the scope of work of this contract, when possible.

8.1.2 The County reserves the right to disqualify any Sub-contractor based upon unsatisfactory performance. If a Sub-contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Sub-contractor to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

8.1.3 The use of any such Sub-contractor shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

8.1.4 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 IX CHANGES IN THE SERVICES**

### **9.1 Changes in the Services**

9.1.1 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 Change Order. The Consultant shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

9.1.2 Consultant's written acceptance of a 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 X TERMINATION**

### **10.1 Termination**

10.1.1 The County may terminate this Agreement, in whole or in part, without cause, or for lack of appropriation of funds, 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.

10.1.2 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.

10.1.3 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.

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

- (1) Stop Services work 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.

10.1.5 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.

10.1.6 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 XI WARRANTY, INDEMNITY, AND INFRINGEMENT**

### **11.1 Warranty of Performance**

11.1.1 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.

11.1.2 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.

11.1.3 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.

### **11.2 Indemnity**

11.2.1 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.

11.2.2 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.

11.2.3 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.

11.2.4 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.

11.2.5 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.

### **11.3 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 11.2 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 XII INSURANCE**

### **12.1 Consultant’s Insurance Requirements**

12.1.1 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 XII. 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.

12.1.2 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.

12.1.3 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 XII.

### **12.2 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

### **12.3 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.

### **12.4 Commercial General Liability**

Consultant shall procure and maintain during the life of this Agreement, Commercial 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.

### **12.5 Automobile Liability**

Consultant shall procure and maintain during the life of this Agreement, Commercial 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.

### **12.6 Professional Liability**

12.6.1 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, and must obtain Tail Coverage for a period of four (4) years following completion of all Services, in the event Professional Liability Coverage is cancelled, terminated or otherwise expired. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

### **12.7 Other Requirements**

12.7.1 The required insurance limits identified in Sections 12.4 and 12.5, 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.

12.7.2 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.

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

## **ARTICLE XIII GENERAL CONSIDERATIONS**

### **13.1 Independent Contractor**

Consultant shall act as an independent consultant 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 Subconsultants. 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.

### **13.2 Taxes**

13.2.1 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 13.2 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.

13.2.2 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.

### **13.3 Publicity and Advertising**

13.3.1 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.

13.3.2 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.

13.3.3 All uses of the County Logo will require individual approval from the Office of Public Affairs prior to being issued on printed materials, social media, signage or broadcasts.

### **13.4 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.

### **13.5 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.

### **13.6 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.

### **13.7 Contract Claims / Disputes**

13.7.1 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.

13.7.2 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.

13.7.3 Claims arising from this Contract shall be filed with the Purchasing Director. 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 Purchasing Director 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 Purchasing Director 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.

13.7.4 During the Purchasing Director's review of the contract claim, the Purchasing Director may request additional information from either Party. The Parties are to provide the Purchasing Director 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.

13.7.5 The Purchasing Director 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 Purchasing Director shall be sent to the Consultant to the notice address listed herein or by such other means as agreed to by the Parties.

13.7.6 The decision for any Contract Claim by the Purchasing Director 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 Purchasing Director'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.

### **13.8 Assignment and Arrears**

13.8.1 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.

13.8.2 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.

### **13.9 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.

### **13.10 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.

### **13.11 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.

### **13.12 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.

### **13.13 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.

### **13.14 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.

### **13.15 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.



### **13.16 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.

### **13.17 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.

### **13.18 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.

### **13.19 Convicted and Discriminatory Vendor Lists**

13.19.1 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 the Agreement.

13.19.2 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 Contract, 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.

### **13.20 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.

### **13.21 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 July 1, 2023.

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. 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.

### **13.22 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.

### **13.23 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.

### **13.24 Public Records**

13.24.1 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.

13.24.2 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.

13.24.3 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, [PUBLICRECORDS@SJCFL.US](mailto:PUBLICRECORDS@SJCFL.US), 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

**13.25 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.

**13.26 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.

**13.27 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  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Leigh Daniels  
Email Address: ldaniels@sjcfl.us

The Valerin Group, Inc.  
3903 Northdale Boulevard, Suite 100E  
Tampa, FL 33624  
Attn: Valerie Ciudad-real  
Email Address: valeriec@valerin-group.com

*With a copy to:*

St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: jferguson@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. Any such email transmission from the County is for informational purposes only. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

**13.28 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.

**13.29 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.

### **13.30 Anti-Bribery**

Consultant and its Subconsultants shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. Consultant represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Consultant shall immediately notify the County of any violation (or alleged violation) of this provision.

### **13.31 Compliance with Florida Statute 287.138**

13.31.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Consultant is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Consultant is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

13.31.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Consultant may access, receive, transmit, or maintain personal identifiable information under this Agreement, Consultant must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Consultant shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

### **13.32 Equal Employment Opportunity**

During the performance of this Agreement, Consultant agrees as follows:

13.32.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Consultant will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13.32.2 Consultant will, in all solicitations or advertisements for employees placed for, by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

13.32.3 Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

13.32.4 Consultant will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers'

representative of Consultant's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.32.5 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.

13.32.6 Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.32.7 In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

13.32.8 Consultant will include the provisions of paragraphs 13.32.1 through 13.32.2 in every subconsultant 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 subconsultant or vendor. Consultant will take such action with respect to any subconsultant or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

\*\*\*\*\*



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 (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**Consultant**

The Valerin Group, Inc. (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Circuit Court and Comptroller**

By: \_\_\_\_\_  
(Deputy Clerk)

\_\_\_\_\_  
(Date of Execution)

**Legally Sufficient:**

\_\_\_\_\_  
(Office of County Attorney)

\_\_\_\_\_  
(Date of Execution)

**RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES  
EXHIBIT B  
CONSULTANT'S RATE SHEET**

**PROFESSIONAL SERVICES AGREEMENT NO: 24-PSA-THE-19899**

**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 in Charge / Contract Mgr.	\$46.67	\$140.00
Project Mgr.	\$45.00	\$135.00
Senior Community Outreach Specialist	\$41.67	\$125.00
Community Outreach Specialist	\$33.75	\$101.25
Graphic Designer	\$40.67	\$122.00
Videographer / Multimedia	\$42.33	\$127.00
Web Developer	\$42.67	\$128.00
Admin	\$25.00	\$75.00

**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.

**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.





# valerin

## Public Engagement Consulting Services

### Anticipated Direct Expenses

Item	Cost Per Unit	Provided by Valerin	Notes
<b>Public Meetings</b>			
Venue Rental	\$500 to \$1,500		Varies per venue.
Easels		X	
6' folding table	\$11	X	This is an estimate for renting one table. However, Valerin typically has the tables or venue provides them.
Tablecloths (SJC Branded)	\$125 to \$200		Depending on the style.
Tablecloths (Non-branded)		X	
Portable PA system		X	
Speaker & stands		X	
Wireless mics & stands		X	
Cameras & accessories		X	
Projector/screen		X	
GoToWebinar		X	
Smart Board	\$800 to \$1,000		
<b>Miscellaneous Items</b>			
Project hotline subscription/plan	\$4 per month		This is per line.
Cell phone		X	
Software(s) for broadcasting / Social media monitoring, etc.		X	
<b>Groundbreaking/Ceremonies (These are estimates based on previous rentals)</b>			
Portable Podium	\$75		This does not include SJC logo.
Commemorative items	Varies		Depends on the item.
Folding chairs	\$2		
Food & beverages	Varies		Depends on event and what is requested.
Ceremonial hard hats	\$20 to \$40		Depends on quantity and design/logo placement.
Generator	\$125		
Tent(s)	\$475		
"Gold" shovels	\$11		
"Gold" shovel blue paint tape	\$7		



# valerin

## Public Engagement Consulting Services

### Anticipated Direct Expenses

Item	Cost Per Unit	Provided by Valerin	Notes
"Gold" shovel spray paint	\$12		
"Gold" shovel plastic drop cloth	\$6		
Ceremonial scissors		X	
<b>Printing</b>			
Directional Signage	\$33		Size: 18 x 24; Full Color; includes metal stakes; Outdoor; Double-Sided
Outdoor Notification Boards	\$52		Size: 24 x 36; Full Color; includes metal stakes; Double-Sided
Display Boards	\$80		Size: 24 x 36; Full Color; Full Bleed
Display Boards	\$160		Size: 36 x 48; Full Color; Full Bleed
Display Boards	\$240 (36 x 72) \$15.00 per hinge		Roll Plots with hinges (Size varies); Full Color; Full Bleed
Printing	\$0.39		Size: 8.5 x 11; Single-Sided; Full Color; Full Bleed
Printing	\$0.58		Size: 8.5 x 11; Double-Sided; Full Color; Full Bleed
Printing (Newsletter)	\$1.25		Size: 11 x 17; Double-Sided; Full Color; Half Fold; Full Bleed
Printing (Postcard)	\$0.52		Size: 4 x 6; Double-Sided; Full Color; Full Bleed
Postage (Postcard)	\$0.56		As of July 14, 2024 a mailing of one postcard will increase from the current rate of \$0.53 to \$0.56
Postage (Letter)	\$0.73		As of July 14, 2024 a first-class stamp will increase from the current rate of \$0.68 to \$0.73.
Mail-house	Varies		Depends on the size of the mail-out and number of pieces to be mailed per unit.



**CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b> Office of Public Affairs
<b>Agreement No.:</b>	<b>Consultant Name:</b> The Valerin Group, Inc.
<b>Project:</b>	<b>Consultant Address:</b> 3903 Northdale Blvd., Suite 100E Tampa, FL 33624
<b>Project Address:</b>	<b>Consultant License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its Subconsultants or anyone else acting for, on behalf of, or at the request of Subconsultant for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

*None*

---



---



---

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Consultant Name

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**





## NOTICE OF INTENT TO AWARD

May 1, 2024

### RFP 1615; Public Engagement Consulting Services

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with The Valerin Group, Inc., as the highest ranked firm, based upon evaluation of submitted Proposals and subsequent presentations under RFP 1615.

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 & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Mark Rinberger, Procurement Coordinator, via email at [mrinberger@sjcfl.us](mailto:mrinberger@sjcfl.us) or phone at (904) 209-3269.

Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB  
Director, Purchasing & Contracts  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)  
(904) 209-0158 - Direct

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

5/1/24



**PRESENTATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA**

30-Apr-24  
RFP NO: 1616; PUBLIC ENGAGEMENT  
CONSULTING SERVICES

FIRM	Wayne Larson	Duane Kent	Heather Sostrom	Jaime Beccan	Charme DeRose	Colin Groff	TOTAL	RANK	COMMENTS
The Mechant Strategy, Inc.	2	2	2	2	2	2	12	2	
The Valerin Group, Inc.	1	1	1	1	1	1	6	1	

APPROVED: Wayne Larson, Director, Public Affairs

*[Signature]* 4/30/24

---

*[Signature]* 5/1/24

APPROVED: Jaime Locklear, Director, SJC Purchasing

Posted to Demandstar

5/1/24'

**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. ALL RECORDS SHALL BECOME AVAILABLE FOR INSPECTION AND COPYING PURSUANT TO CHAPTER 119, F.S.

ANY ACTUAL BIDDER, PROPOSER, SUPPLIER, OR RESPONDENT WHO IS AGGRIEVED IN CONNECTION WITH A 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 WITH THE PURCHASING DIRECTOR AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY, AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.



EVALUATION SUMMARY SHEET  
ST. JOHNS COUNTY, FLORIDA

1-Apr-24  
RFP NO: 1815; PUBLIC ENGAGEMENT  
CONSULTING SERVICES

FIRM	PRICING	Wayne Larson	Duane Kent	Heather Sostrom	Jamie Baccari	Charne DeRose	Colin Groff	TOTAL	RANK	COMMENTS
The Mechant Strategy, Inc.	6	2	2	1	5	1	1	18	1	
The Valerin Group, Inc.	4	1	4	5	1	2	3	20	2	
Vistra Communications	3	6	1	3	2	3	6	24	3	
Acuity Design Group, Inc.	1	5	3	7	4	4	2	26	4	
Tucker Hall Inc.	7	3	7	2	3	5	4	31	5	
Old City Public Relations, LLC	2	4	5	4	7	6	7	35	6	
PlaceVision Inc.	5	7	6	6	6	7	5	42	7	

APPROVED: Wayne Larson, Director , Public Affairs

*[Signature]* 4/7/24

APPROVED: Jaime Locklear, Director, SJC Purchasing

*[Signature]* 4/9/2024

Posted to Demandstar:

4/9/24'

**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 PURCHASING DIRECTOR AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.





Public Engagement  
Consulting Services



St. Johns County


**RFP NO: 1615**

Thursday, 2.29.2024

4:00 P.M.

valerini





# Table of Contents

## **Section 1:** Proposal Cover Page and Cover Letter

## **Section 2:** Company and Team Qualifications

- Licenses/Certifications
- Project Team
- Attachment "E" – Claims, Liens, Litigation History
- Certificate of Insurance
- DBE/WBE/MBE/SBE

## **Section 3:** Related Experience

## **Section 4:** Approach and Methodology

## **Section 5:** Pricing

## **Section 6:** Administrative Information

- Attachment "A" – Affidavit of Solvency
- Attachment "B" – Proposal Affidavit
- Attachment "C" – Conflict of Interest Disclosure Form
- Attachment "D" – Drug-Free Workplace Form
- Attachment "F" – E-Verify Affidavit
- Attachment "G" – Florida Statutes on Public Entity Crimes
- Attachment "H" – Equal Opportunity Report Statement
- Attachment "I" – Non-Collusion Certification
- Attachment "J" – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Attachment "K" – Byrd Anti-Lobbying Compliance and Certification Regarding Lobbying
- Attachment "M" – Acknowledgment of Addenda
- Addendum #1
- Addendum #2
- Addendum #3



# Section 1:

Proposal Cover Page and Cover Letter





# Public Engagement Consulting Services

## PROPOSAL COVER PAGE

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

### COVER PAGE

SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON USB DRIVE  
(CD/DVD NOT ACCEPTABLE)  
IN A SEALED ENVELOPE OR CONTAINER TO:

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

FULL LEGAL NAME OF PROPOSER: The Valerin Group, Inc.

MAILING ADDRESS: 3903 Northdale Boulevard, Suite 100E, Tampa, FL 33624

POINT OF CONTACT NAME & TITLE: Valerie Ciudad-Real | President

CONTACT EMAIL ADDRESS: valeriec@valerin-group.com

DATE: February 23, 2024



RFP NO: 1615

**Section 1:** Proposal Cover Page and Cover Letter

**valerin**

# Public Engagement Consulting Services

## COVER LETTER

February 29, 2024

Mark Rinberger, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**RE: RFP NO: 1615**  
**Public Engagement Consulting Services**

Dear Mr. Rinberger,

**The Valerin Group, Inc. (Valerin)** appreciates this opportunity to submit our proposal to provide Public Engagement Consulting Services for St. Johns County. We have carefully reviewed the scope of services included in the Request for Proposal and are confident our team's extensive experience and qualifications will not only meet, but well exceed the requirements set forth to successfully provide public engagement services on behalf of St. Johns County.

### ABOUT VALERIN

Established in 2006 as a Florida S-Corporation, Valerin is an independent and woman-owned full-service communications firm offering a complete suite of communications, marketing, and creative services including:

- Branding and Identity Development
- Graphic Design
- Marketing and Communications Strategy, Planning, and Implementation
- Media Strategy, Planning, and Placement
- Mobile App Development
- Public Involvement, Event Planning, and Community Engagement
- **Public Meetings**
- **Public Outreach**
- Public Relations
- **Research and Analysis**
- Social Media Strategy and Management
- **Strategic Communications Planning**
- Translations (English | Spanish | Haitian Creole)
- Videography, Photography (including UAS), and Digital
- Visualizations (Animations | AR/VR)
- Website Design and Management (SEO/SEM)



Valerin is headquartered in Tampa with offices in **Orlando**, West Palm Beach, and Fort Lauderdale and is registered with the State of Florida as a woman-owned company (Non-Certified Minority American Woman), and a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) with the Florida Department of Transportation (FDOT). **We have been providing government agencies such as FDOT, municipalities, counties, planning organizations, and transit and expressway authorities, with communications and creatives services for over 17 years.**



RFP NO: 1615

**Section 1:** Proposal Cover Page and Cover Letter

**valerin**



# Public Engagement Consulting Services

At Valerin, we are passionate about our clients' communications needs and have the in-house resources and expertise to develop innovative and practical solutions to today's complex communications challenges. Our talented and diverse **staff of 25** have **more than 425 years** of combined public relations, communications, marketing, and creative design experience, and have **worked on over 725** public agency projects, initiatives, and campaigns across Florida. We have successfully developed, managed, and implemented hundreds of creative, community awareness, and public education plans and projects both as a prime contractor and in coordination with our A/E/C industry teaming partners. Since 2014, **Valerin has primed FDOT District Five's Community Awareness contract and has successfully completed over 350 task work orders consisting of developing and implementing strategic community awareness plans, performing public outreach and engagement activities, developing and administering surveys, creating collateral materials, producing educational videos and presentations, and coordinating and facilitating in-person and virtual public meetings, workshops, focus groups, and hearings.**

OVER  
**17** YEARS IN BUSINESS



OVER  
**425** YEARS COMBINED EXPERIENCE



OVER  
**725** PROJECTS WORKED ON



We understand the diverse communication needs and challenges associated with delivering agency projects, campaigns, and initiatives and are accustomed to working as an integrated project team member to solve them. Our team's extensive experience working with public sector agencies coupled with our dedication and commitment to providing high quality services has made Valerin a trusted team partner. **Valerin has also been the recipient of the PRSA PRestigious Award for Community Relations and has contributed to several FDOT projects being awarded the Florida Transportation Builders' Association's (FTBA) Award for Outstanding Community Awareness.**

## BUSINESS PHILOSOPHY

Our philosophy and mission are to provide exceptional services and deliverables tailored to meet the needs and goals of our clients by delivering innovative, creative, and effective communications and marketing solutions. We strive to integrate our three core values – **professionalism, integrity, and quality** – into everything we do every day. We are dedicated to promoting the personal and professional growth of our team, instilling a culture of inclusivity and diversity, and encouraging team collaboration to achieve excellence for our clients and "pride of place" for our organization.



RFP NO: 1615

**Section 1:** Proposal Cover Page and Cover Letter

**valerin**



# Public Engagement Consulting Services

## CONTACT & OTHER RELEVANT INFORMATION

Listed below is Valerin's full legal company name, primary point of contact, designated individual responsible for this response and with the authority to bind Valerin to the contract terms and conditions, names and titles of Valerin's principals, and the office locations that will service this contract.

**Full Legal Name:**

The Valerin Group, Inc.

**Primary Point of Contact:**

Valerie Ciudad-Real  
(813) 404-1574  
Valeriec@valerin-group.com

**Physical Street Address:**

4767 New Broad Street  
Orlando, Florida 32814

**Additional Location Address:**

3903 Northdale Boulevard  
Suite 100E  
Tampa, FL 33624

**Mailing Address:**

13014 North Dale Mabry Highway  
#820  
Tampa, FL 33618

**Names & Titles of Principals:**

**Valerie Ciudad-Real (100% Owner)**  
President | Chief Executive Officer (CEO)

**William Ciudad-Real, PE**  
Chief Operating Officer (COO)

**Catherine Winter, PE**  
Vice President

## PROPOSER'S INTEREST

After reviewing our team's qualifications and extensive experience, we are confident you will see why the **Valerin Team is the right fit for this contract**. We sincerely appreciate your consideration of our team for this exciting opportunity and look forward to working with St. Johns County to exceed your public engagement needs.

Sincerely,

Valerie Ciudad-Real  
President



RFP NO: 1615

**Section 1:** Proposal Cover Page and Cover Letter

**valerin**

# Section 2:

## Company and Team Qualifications





# Public Engagement Consulting Services

## LICENSES/CERTIFICATIONS

The Valerin Group, Inc. (Valerin) is registered with the State of Florida as a S-Corporation. Evidence of incorporation is located at the end of this section.

## PROJECT TEAM

The Valerin Team proposed for this contract includes a unique mix of professionals from diverse backgrounds and disciplines that include communications, advertising, social media marketing, journalism, public relations, government relations, engineering, graphic design, website and mobile application development, and video production – all of which contribute to our ability to deliver comprehensive public engagement services. Our team also includes award-winning creative professionals that use a complete spectrum of visualization skills and tools to engage, inform and inspire the desired audience. We are passionate about our client's communications needs and have the ***in-house expertise and resources available*** to develop innovative and practical solutions to today's complex communications challenges.



## KEY PERSONNEL

Our vision for this contract is quite simply to act as a trusted partner that understands the County's overall communication goals and objectives and effectively provide our services related to public engagement to meet the needs of the organization. Our team has a full array of technical and communications tools, a deep bench of resources, and the ability to manage and deliver a complete range of communications, marketing, public engagement, creative tasks, and services. We excel in creating communication materials that educate, promote, and inform using appropriate graphics, clear messaging, and understandable presentations.

Based on the County's scope of services for this contract, Valerin is proposing a team of communications and creative professionals that have the knowledge and experience to handle multiple project assignments and communications/creative tasks to support the County's objectives for successful delivery of the services associated with this contract. ***Valerin also has additional in-house resources to support this contract***, and will not need to hire new employees to fulfill the requirements of this contract.



RFP NO: 1615

Section 2: Company and Team Qualifications

valerin



# Public Engagement Consulting Services

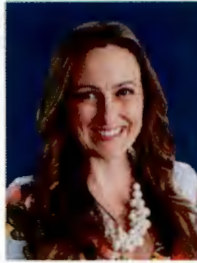
## Staff Bios



### **Valerie Ciudad-Real | Principal-in-Charge**

#### **Contract & Quality Assurance/Quality Control (QA/QC) Manager**

As President and founder of Valerin, Valerie directs Valerin's mission, vision, and values. Valerie has extensive expertise in strategic planning, contract negotiations, staff utilization, and new business development. During Valerie's 33-year career, she has developed and implemented hundreds of public participation programs, communication plans, and safety campaign initiatives for public sector clients, including the Florida Department of Transportation (FDOT), expressway and transit authorities, planning organizations, municipalities and counties. She also leads Valerin's QC program.



### **Erin Kleinfelt | Project Manager**

#### **Brand Development, Campaign Development, Digital Communications, Public/Community Relations**

As a public relations, marketing, and creative professional for the last 16 years, Erin has served as a public relations and marketing manager for construction and engineering firms responsible for leading the development and implementation of marketing strategies and implementation in print, online and social media. Erin has also been involved with marketing and public relations programming, still photography, copy and creative content development, graphic design, and public speaking. Currently, Erin is a senior communications professional providing public engagement and outreach services for public agency clients including FDOT and LYNX. Erin also leads the strategy for several FDOT social media safety campaigns educating the public about Pedestrian Hybrid Beacons (PHBs). As a former public information officer for the American Red Cross, Erin also has a great deal of experience capturing major disaster events, press conferences and community events. Erin has an MBA in Management from Nova Southeastern University and a BS in Public Relations from University of Florida.



### **Alice Ramos | Senior Community Outreach Specialist**

#### **Bilingual, Public Relations, Community Relations**

With over 22 years of experience working with the public, Alice has been responsible for developing communication plans, creating and distributing collateral materials, responding to public/customer inquiries and coordinating and conducting public meetings, workshops, small group meetings, and special events. Alice is highly adaptable and has also worked with FDOT, counties, and municipalities on numerous transportation and public infrastructure projects. Alice has led the public engagement efforts for some of the most high-profile projects in Florida, including the award-winning I-75 at University Parkway Diverging Diamond Interchange (DDI) – the first DDI constructed in Florida, and the largest in the nation. This project required a robust public engagement and outreach campaign. In addition, Alice is bilingual and translates collateral materials from English to Spanish, and serves as a translator at public meetings, etc., when required.



### **Tiffani McClain | Senior Community Outreach Specialist**

#### **Digital Communications, Public Relations, Community Relations**

Tiffani has more than 17 years of diverse marketing, public relations, community outreach, and social media management experience. As a communications professional, Tiffani has developed and implemented strategic communication plans for both private and public-sector clients, including digital and social media, community engagement, and community outreach. Tiffani supports numerous community and stakeholder communication efforts through survey initiatives and develops social media content appropriate to the client's respective platforms. In addition to content and audience development, she works with clients in a collaborative manner to manage communications logistics such as audience and demographic research, subscription and contact data, and event/social media calendars. Tiffani has a BA in Communications from Florida Atlantic University.



RFP NO: 1615

**Section 2:** Company and Team Qualifications

**valerin**



## Public Engagement Consulting Services



**Astra Champion | Community Outreach Specialist  
Public Relations, Community Relations**

Astra is a seasoned communications specialist whose background and years of experience in education and television production give her a unique mix of communications and technological expertise. Astra's strength lies in her ability to communicate effectively with any audience. Astra has coordinated hybrid public meetings, created content for notification letters, fact sheets and flyers, and has assisted with the production of PowerPoint presentations, including writing scripts and coordinating the voiceover recorded in-house at Valerin. She also researches and identifies key stakeholders and develops and maintains stakeholder lists and databases. Her experience in production, research, and story development, combined with her passion for establishing and building relationships with the community, are invaluable as she coordinates and conducts all aspects of the public involvement process. Astra has a BA in Advertising and Marketing from the University of West Florida and a BA in Film Studies from the University of California.



**Maria Parada | Community Outreach Specialist  
Bilingual, Public Relations, Community Relations**

Maria is a detail-oriented and highly creative bilingual marketing and communications professional with over 10 years of experience in the A/E industry. She is familiar with public outreach strategies for public agencies and has worked for clients such as Florida's Turnpike Enterprise (FTE), FDOT, and the Central Florida Expressway Authority (CFX). She is a native Spanish speaker and assists in professionally translating materials to ensure the Spanish-speaking community has access to important information. Maria has a BA in Journalism from the University of Central Florida.



**Ashlee Cornett | Community Outreach Specialist | Senior Administrator Specialist  
Community Relations, Public Relations, Project Administration**

Throughout her career, Ashlee has interacted with diverse community members and has used her organizational skills along with her knack for being detail-oriented to effectively communicate with the public. Ashlee's patience, attention to detail, listening skills, and passion for helping others serve her well in the role of community outreach specialist. As a communications professional, Ashlee develops and implements community awareness plans, coordinates and attends public meetings, develops and maintains mailing lists and stakeholder databases, creates content for project collateral, and performs grassroots public engagement, and outreach activities. Ashlee has a BA in Elementary Education from Florida State University.



**Chuck Thompson | Creative Director/Graphic Designer  
Brand Development, Campaign Development, Digital Communications**

Chuck has more than 37 years of experience providing creative services for a wide range of public and private sector clients. He offers marketing and visual communication solutions and prides himself on his ability to achieve successful results by using his design skills to effectively create a connection between our clients' messages and the public. He specializes in both traditional and digital media solutions and is the recipient of multiple gold and silver Addy awards, as well as a Clio Award for his past graphic design work. He also excels at developing creative concepts, scriptwriting, storyboarding, and directing the production of television commercials, and corporate videos. Chuck brings a unique background, having come from a traditional advertising agency, where he learned the art of creating and delivering messages in a visually compelling way. In addition, Chuck is a certified UAS Drone Operator. Chuck has a BS in Marketing and Visual Communications from the Art Institute of Atlanta.



RFP NO: 1615

**Section 2:** Company and Team Qualifications

**valerin**

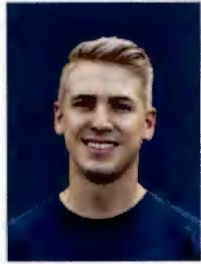


# Public Engagement Consulting Services



**Brittany Bisacca | Graphic Designer**  
**Digital Communications, Presentation Graphics, Social Media**

Brittany is a highly creative and multi-talented designer with nine years of experience in the A/E industry. Her expertise includes proposal coordination and graphic design for a variety of market segments including healthcare, education, transportation, and government. Brittany supports Valerin's communications specialists and the creative team by developing and producing collateral material, presentations, graphics, and other digital media. Brittany has a BS in Interior Design from the Art Institute of Atlanta.



**Kenny Gil | Website Development**  
**Multimedia, Phone App Design**

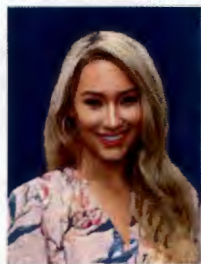
As a talented web designer and full-stack developer with over 11 years of experience, Kenny brings both creative and technical expertise to support our clients' communication needs. He specializes in graphic design and ADA-compliant website development and design. Kenny's extensive experience encompasses front-end and back-end web development knowledge, user interface (UI) and user experience (UX) design, managing Content Management System (CMS) platforms, as well as a deep understanding of web programming languages that include: HTML5, CSS3, JavaScript, and the latest associated frameworks.

Kenny has designed and maintained numerous websites for public agency clients and is also a certified app developer for iOS and Android and has developed and currently maintains mobile apps for a variety of public agency projects.



**Jim Larsen | Videographer**  
**Copywriting, Digital Communications, Media Training**

With over 40 years of experience in the communications and video production field, Jim brings his expertise and creative skills to the Valerin Team to visually support our clients' marketing and public engagement needs. Jim is a master storyteller with a unique talent for creating gripping videos with meaningful, emotional messages, and compelling high-end visuals. As a former television journalist, he spent two decades as an on-air reporter covering headline stories, but his passion has always been behind the camera. Jim specializes in all aspects of video production including research, scriptwriting, filming, directing, producing, and is highly skilled at creating a vision by capturing powerful images that tell our clients' stories. He has executed successful media training with the U.S. Customs and Border Protection senior leadership. In addition, Jim was the cinematographer and director for "The Skyway Bridge Disaster," a 60-minute documentary that centered on Tampa's 1980 bridge collapse and was featured on Amazon Prime. Jim is a two-time Telly Award-winner and member of the prestigious Silver Council. He is also an accomplished voiceover artist. Jim has a BA in Film and Mass Communications from Florida State University.



**Dakota Larsen | Multimedia Specialist**  
**Digital Communications, Videographer, Editor**

As an award-winning videographer and editor with 10 years of experience, Dakota brings both her creative vision and expertise to the Valerin team through video production to visually support our clients' marketing and communication needs. She has a keen eye for capturing just the right image for videos, social media, video brochures, newsletters, marketing, and promotional material. Dakota specializes in all aspects of video production including research, scriptwriting, filming, and editing. In addition, Dakota is a two-time Silver Telly award-winner and has been nationally recognized for her outstanding creative talents for film making and editing on video projects such as the "Valerin Spotlight Video." She has been involved in the creative design of videos ranging from producing 30-second spots for a national campaign on Alzheimer's to videos for the Department of Homeland Security. She was also the videographer and editor for "The Skyway Bridge Disaster," a 60-minute documentary that centered on Tampa's 1980 bridge collapse. Dakota has a BA in Film and Video Production from Florida Atlantic University.



RFP NO: 1615

**Section 2:** Company and Team Qualifications

**valerin**



# Public Engagement Consulting Services



## Catherine Winter, PE | Technical Advisor

Catherine has over 22 years of professional experience in the transportation field ranging from Project Development and Environment (PD&E) studies and roadway design to traffic operations and Intelligent Transportation Systems (ITS). As a registered Professional Engineer (PE), her work experience has included developing roadway alignments and preparing design plans for construction projects, analyzing conceptual alignments for PD&E projects, developing and implementing public involvement plans and strategies, and acting in various roles for General Engineering Consultant (GEC) contracts for FDOT, FTE, and the Georgia Department of Transportation (GDOT). Catherine's passion lies in educating and engaging with residents, community leaders, and stakeholders, and their understanding of the technical aspects of transportation improvement projects. Catherine serves as Valerin's Vice President and is a designated QA/QC reviewer for statewide projects, programs, and initiatives. She has a BS in Civil Engineering from University of Florida.



## William Ciudad-Real, PE | Technical Advisor

William has over 35 years of diverse experience in the A/E/C transportation industry and has served as a senior project engineer and in leadership roles for major engineering firms and construction companies with a focus on the development and delivery of infrastructure solutions in Florida. He has led numerous initiatives to develop and support a full range of engineering and construction services for the water and transportation sectors and brings a broad range of technical understanding of the different project disciplines and their objectives. William has been responsible for the management, direction, and oversight of planning and engineering projects through the complete contracting and delivery life cycle. Since joining Valerin in 2017 as the Chief Operating Officer, William has served as a technical liaison for a variety of public communication and public engagement projects. William has an MBA in Business Administration from Florida Atlantic University and a BS in Civil Engineering from University of Florida.

## Staffing Plan

Based on St. Johns County's scope of services for this contract, Valerin is proposing a team of communications, creative, and technical professionals that have the **knowledge and experience to handle multiple project assignments and communications/creative tasks** to support the County's objectives for successful delivery of the services associated with this contract. We have assembled a team with extensive expertise and experience working on transportation, mobility, public utility infrastructure projects, and safety campaigns for government agencies, as well as managing similar contracts. Valerin works as a cohesive team with overlapping skill sets which allows us to work seamlessly to coordinate and implement tasks. For this contract, Valerin will not be subcontracting out any scope of work, therefore alleviating the need for an additional layer of management of sub-consultants. **Following is our organizational chart providing proposed key personnel and additional staff to support the needs of this contract.**



RFP NO: 1615

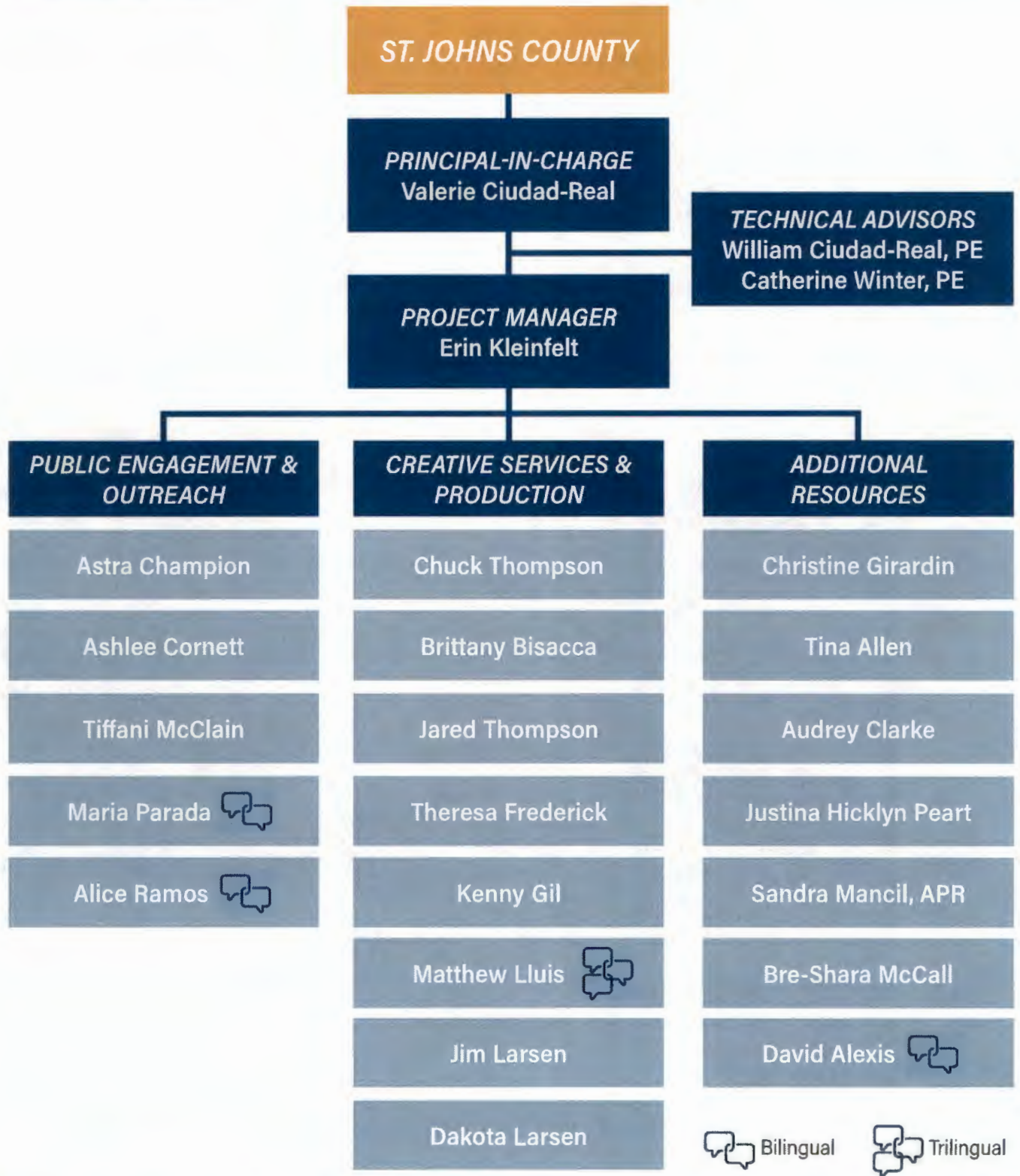
Section 2: Company and Team Qualifications

valerin



# Public Engagement Consulting Services

## Organizational Chart



RFP NO: 1615

**Section 2:** Company and Team Qualifications

**valerini**

# Public Engagement Consulting Services

## Managing Staff and Assignments

Managing multiple public engagement projects simultaneously from start to finish requires organization, effective communication tools, a reliable tracking system, and the ability to prioritize and re-prioritize daily tasks when something unexpected inevitably comes up. ***Depending on the type of project or task assigned by the County, we identify the appropriate team member(s) with the specific skills and expertise required to execute the work. Additionally, we will strive to create a diverse team with a range of perspectives and backgrounds to enhance collaboration and innovation.***

Valerin utilizes a proven method of success for partnership and communication. This includes a specific combination of in-person and cloud-based collaboration tools we use on all projects to create a consistency of effective project management and communication for our clients. This method allows us to conduct weekly meetings with assigned staff to review the task(s) progress, project developments, priorities, and production details in an organized manner and to share project information and detail across the Valerin project team. Coordination of activities is facilitated using Microsoft 365, Microsoft Teams, Microsoft Planner, and SharePoint libraries that allow the team to communicate, manage tasks, and share documents. Our team's structure and online-based project management system clearly defines responsibilities for each person to keep tasks on track and allows us to prioritize and manage our resources. ***Our team members have demonstrated this on numerous projects and tasks we have completed for government agency clients.***



## CLAIMS, LIENS, LITIGATION HISTORY

Valerin does not have any claims, liens, or litigation history. Attachment "E" is located at the end of this section.

## CERTIFICATE OF INSURANCE

Valerin's Evidence of Insurance is located at the end of this section.

## DBE/WBE/MBE/SBE

Valerin is registered with the State of Florida as a woman-owned company (Non-Certified Minority American Woman), a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) with FDOT. Certificates are located at the end of this section.



RFP NO: 1615

Section 2: Company and Team Qualifications

valerin



EVIDENCE OF INCORPORATION

***State of Florida  
Department of State***

I certify from the records of this office that THE VALERIN GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on August 2, 2006, effective August 1, 2006.

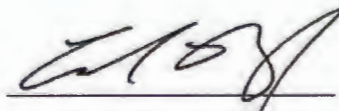
The document number of this corporation is P06000101486.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 14, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of January,  
2024*



  
**Secretary of State**

Tracking Number: 4435084051CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RFP NO: 1615

**Section 2:** Company and Team Qualifications

**valerin**

ATTACHMENT "E" - PAGE 1

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

ATTACHMENT "E"  
CLAIMS, LIENS, LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or sub-contractor) or been sued by or had a formal claim filed by an owner, sub-contractor or supplier resulting from a contract 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: N/A Name (s) of the attorneys representing all parties:

---

---

---

Amount actually recovered, if any: N/A

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

---

---

---

2. List all pending litigation and or arbitration.  
Valerin does not have any pending litigation and or arbitration.
- 
- 
- 
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.  
Valerin does not have any litigation or arbitration within the past seven (7) years.
- 
- 
- 

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.  
Valerin does not have any liens within the past 7 years.
- 
- 
- 

5. 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?  
Valerin does not have any claims filed against the company within the past five (5) years.
- 
- 
- 

6. List the status of all pending claims currently filed against your company:  
Valerin does not have any pending claims currently filed against the company.
- 
- 
- 



RFP NO: 1615

Section 2: Company and Team Qualifications



# Public Engagement Consulting Services

## ATTACHMENT E - PAGE 2

### Liquidated Damages

1. Has a project owner ever withheld payment, 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 NO: 1615

**Section 2:** Company and Team Qualifications

**valerini**



# Public Engagement Consulting Services

## CERTIFICATE OF INSURANCE

	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	VALEGRO-01	EMORRIS				
		DATE (MM/DD/YYYY) 6/19/2023					
<p>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.</p>							
<p><b>IMPORTANT:</b> 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).</p>							
<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277      FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com						
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>					
INSURER A : <b>Valley Forge Insurance Company A(XV)</b>		20508					
INSURER B : <b>Continental Insurance Company A(XV)</b>		35289					
INSURER C : <b>RLI Insurance Company A+, XII</b>		13056					
INSURER D : <b>Travelers Casualty &amp; Surety Co. of America A++, XV</b>		31194					
INSURER E :							
INSURER F :							
<b>INSURED</b> The Valerin Group, Inc. 13014 N. Dale Mabry Highway #820 Suite #100-20 Tampa, FL 33618							
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>					
<b>REVISION NUMBER:</b>							
<p>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.</p>							
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 type="checkbox"/> PROTECT <input checked="" type="checkbox"/> LOC OTHER:			7039378258	6/18/2023	6/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7039378244	6/18/2023	6/18/2024	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7039378275	6/18/2023	6/18/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7039378261	6/18/2023	6/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Professional Liab.</b>			RTP0040161	6/18/2023	6/18/2024	Per Claim/Aggregate 1,000,000
D	<b>Cyber Liability</b>			107044998	6/18/2023	6/18/2024	Per Claim/Aggregate 1,000,000
<b>CERTIFICATE HOLDER</b>  EVIDENCE OF INSURANCE	<b>CANCELLATION</b>  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 						

# Public Engagement Consulting Services

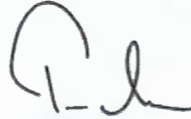
DBE/WBE/MBE/SBE

## State of Florida

### Woman Business Certification

The Valerin Group, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
09/28/2023 to 09/28/2025



J. Todd Inman  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 300  
Tallahassee, FL 32309  
850-487-0915  
www.dms.myflorida.com/osd



GREATER ORLANDO  
AVIATION AUTHORITY

### Florida Unified Certification Program

## Disadvantaged Business Enterprise (DBE)

### Certificate of Eligibility

**THE VALERIN GROUP INC**  
MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:  
541618, 541820



VICTORIA V SMITH, Equal Opportunity Office Manager - Florida Department of Transportation



JACKSONVILLE  
TRANSPORTATION  
AUTHORITY



RFP NO: 1615

Section 2: Company and Team Qualifications

valerin



# Section 3: Related Experience



Section 3

valerini



# Public Engagement Consulting Services

## FIRM EXPERIENCE

We have successfully developed, managed, and implemented hundreds of creative, public engagement and public education plans, and programs, both as a prime contractor and in coordination with our A/E/C industry teaming partners. Valerin has led public outreach and communications on a variety of public sector projects, including numerous high-visibility transportation projects such as the ***I-75/University Parkway Diverging Diamond Interchange (DDI) Construction Project (the first of its kind in Florida and the largest DDI in the country)*** and served as the public involvement subconsultant as part of the owner's representative team for the Florida Department of Transportation (FDOT) leading the upfront public involvement efforts for the \$2.3 billion ***I-4 Ultimate Improvements Project***. We have also primed several FDOT districtwide communications contracts including ***FDOT District One's Public Involvement Consultant Contract*** (2016 – 2019), and ***FDOT District Four's Public Communications for Miscellaneous Construction Projects*** (2017 – Present). In 2014, Valerin was selected by FDOT District Five to prime the ***Districtwide Community Awareness Consultant Contract*** and reselected in 2017 and 2023 – the scope of services provided for these contracts are very similar in nature to St. Johns County's requirements for this RFP.

Below are services we provide and have provided for projects over the past five (5) years. ***(The following projects are only a small representation of our expansive public sector project experience.)***

- Audio/Video Production & Presentations
- Coordination with Local Agencies
- Digital Visualizations (Animations | AR/VR)
- Event Planning
- Collateral Development | Distribution
- Graphic Design
- Mail Outs
- Securing | Monitoring Project Hotlines and Email Addresses
- Marketing and Communications Strategy, Planning, and Implementation
- Media Relations
- Media Strategy, Planning, and Placement
- Mobile App Development
- Newspaper | Broadcast Monitoring and Reporting
- Project Branding
- Public Meetings | Workshops Coordination
- Public Engagement Strategy Development
- Public Relations
- Public Information, Community Engagement
- Public Service Announcements (PSAs)
- Social Media Strategy and Management
- Surveys
- Special Event Participation
- Translations (English | Spanish | Haitian Creole)
- Videography, Photography (including UAS)
- Virtual Public Meetings | Hearings | Workshops
- Voice-Overs
- Website Design and Management (ADA Compliant – SEO/SEM)



RFP NO: 1615

Section 3: Related Experience

valerin



# Public Engagement Consulting Services

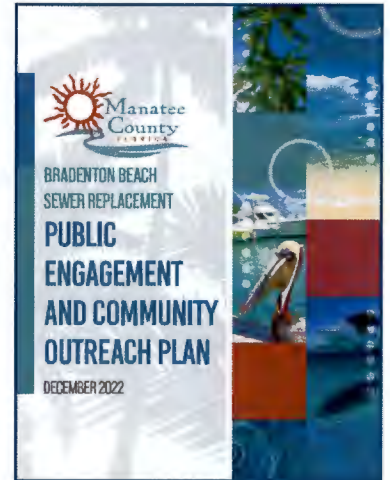
## PROJECT EXAMPLES



### Bradenton Beach Sewer Improvements

**Name of Entity/Agency:** Manatee County  
**Timeframe:** December 2022 – Present  
**Cost of Services:** \$113,710 (Valerin Fee) | \$7.1 Million (Project Cost)  
**Point of Contact Name & Title:** Albert Rosenstein, Senior Project Engineer | Project Manager  
**Email Address & Phone Number:** albert.rosenstein@mymanatee.org | (941) 708-7450 ext 7219

**Summary of Services:** Valerin provides public engagement and community outreach services for this project. These services items include a 24/7 project phone number, project specific email address, public meeting, ongoing communications, project website, maintaining correspondence, fact sheet with QR code, stakeholder notifications, Frequently Asked Questions (FAQs) flyers, door hangers, articles for publication, and post cards. The Valerin Team has coordinated complimentary parking shuttle transportation around construction areas between the parking area and residential/rental units.



**Project Overview:** The Manatee County Public Works Department is replacing and relocating a portion of the gravity collection system in South Bradenton Beach. This project includes the installation of approximately one mile of 10-inch and eight-inch gravity main along Gulf Drive South as well as 21 manholes and approximately 100 new six-inch laterals. Lateral service connections will extend from the gravity main on Gulf Drive South down each side street from 6th Street South to 13th Street South. The project will also require road repair and restoration. The replacement of the aging sewer infrastructure will improve the resiliency of the Bradenton Beach sewer system by increasing capacity and reducing the risk of pipe failures and leaks.

The project area, located along and around Gulf Drive South between 6th Street South and 13th Street South, is on the narrowest strip of Anna Maria Island, where it is possible in many places to view the Gulf of Mexico to the west then Sarasota Bay to the east simply by turning around. With free beach parking and amenities immediately adjacent to Gulf Drive South, Bradenton Beach is a beloved locale for residents and a popular destination for tourists. Significant attractions on the south end of the island include Bradenton Beach Marina, Cortez Beach, Bradenton Beach Pier, Coquina Beach, and Leffis Key Preserve.





# Public Engagement Consulting Services



## Polk Regional Water Cooperative



**Name of Entity/Agency:** Polk Regional Water Cooperative (PRWC)  
**Timeframe:** January 2018 – Present  
**Cost of Services:** \$1.51 Million (Valerin Fee) | \$687 Million (Project Cost)  
**Point of Contact Name & Title:** Eric DeHaven, PE | Executive Director  
**Email Address & Phone Number:** ericdehaven@prwcwater.org | (863) 248-7388

**Summary of Services:** Valerin is responsible for assisting PRWC with its public engagement, education, and communications regarding the Phase 1 project solutions for meeting future water supply needs. Valerin's role also includes strategic communications planning and implementation of a public outreach and education campaign for the overall program and Phase 1 projects based on consistent messaging; leading engagement with the public and project stakeholders at informational workshops and public meetings; assisting with public relations with the media, business interests, and regulatory agencies as needed; developing the PRWC agency communications plan; developing a new ADA compliant agency website, social media engagement strategy, and public records accessibility support; creating newsletter content and design, as well as PowerPoint presentation content and design. Valerin also manages the agency 24/7 hotline and project email for information, vendor registration, media contacts, and public records requests. In addition, the website redesign was completed on-budget and on-time for the Board of Directors' approval.

**Project Overview:** The majority of Polk County's water supply is currently pulled from the Upper Floridan Aquifer, which is not sustainable for the future needs of PRWC's communities. PRWC will be drilling further down into the earth to pull additional water from the Lower Floridan Aquifer to help meet demand. This water is more brackish and needs treatment to surpass expectations for water quality. The goal is to construct water treatment facilities that utilize reverse osmosis technology to purify this non-traditional water supply, helping exceed standards and meet future demand.



RFP NO: 1615

Section 3: Related Experience

valerin



# Public Engagement Consulting Services

## Southeast Seminole Heights Flooding Relief

**Name of Entity/Agency:** City of Tampa  
**Timeframe:** March 2023 – Present  
**Cost of Services:** \$265,260 (Valerin Fee) | \$39 Million (Project Cost)  
**Point of Contact Name & Title:** Josh Berglund | Project Manager  
**Email Address & Phone Number:** jberglund@nelson-construction.com | (727) 639-1241

**Summary of Services:** Valerin provides public engagement and outreach services which includes informing and engaging the public about impacts related to construction as well as responding to inquiries and/or concerns and documenting communications with the public. Valerin monitors a project specific 24/7 hotline and email address for public inquiries. Construction information on the project website is routinely updated related to impacts and activities. Construction Update Community Meetings are held every six months to keep the public informed.

**Project Overview:** The Southeast Seminole Heights Flooding Relief Project will improve stormwater drainage and reduce flooding of roadways, homes, and businesses in Seminole Heights. Construction of the stormwater improvements is also being coordinated with other City departments to accelerate delivery of planned improvements and reduce the need for additional future construction projects. As a result, the project includes the replacement of aging existing water mains with new drinking water pipelines that will increase capacity and greatly reduce the potential for future water main breaks and leaks. Additional fire hydrants will also be installed throughout the community to improve fire protection. Planned roadway safety improvements on Central Avenue between Osborne Avenue and Hillsborough Avenue will include raised crosswalks, a flashing beacon, and a designated bike lane to enhance vehicle, pedestrian, and bicycle safety around Hillsborough High School. This work is part of the City's ongoing commitment to invest in neighborhoods and upgrade essential infrastructure.





# Public Engagement Consulting Services

## US 41 at Gulfstream Avenue Roundabout

<b>Name of Entity/Agency:</b>	FDOT District One
<b>Timeframe:</b>	September 2020 – June 2023
<b>Cost of Services:</b>	\$576,290 (Valerin Fee)   \$8.6 Million (Project Cost)
<b>Point of Contact Name &amp; Title:</b>	Pinky Pakalapati, PE, PMP   Project Engineer
<b>Email Address &amp; Phone Number:</b>	pakalapati@cdmsmith.com   (941) 391-7290

**Summary of Services:** Valerin was responsible for the public engagement and community outreach efforts which included meeting regularly with residents and property owners, coordinating and moderating public meetings, HOA, and special interest group meetings, both in-person and online, responding to inquiries, developing and distributing fact sheets, notifications, and other relevant project collateral/information, maintaining a stakeholder database and providing content/updates to Sarasota County's website.

**Project Overview:** FDOT reconstructed the signalized intersection on US 41 at Gulfstream Avenue and replacing it with a multi-lane roundabout. The primary goal of the US 41 improvements was to improve multi-modal mobility along the US 41 corridor, provide a safe, convenient and attractive crossing for pedestrians and bicyclists, and improve connectivity and circulation between the City of Sarasota's Downtown Central Business District and the Bayfront area.

Improvements included replacing the signalized intersection on US 41 at Gulfstream Avenue with a multi-lane roundabout that will enhance connectivity, circulation, and safety. Other improvements involved the installation of a Pedestrian Hybrid Beacon (PHB) signal system and raised pedestrian refuge islands, adding new sidewalks and pedestrian walkways, City of Sarasota utilities, underground drainage structures and fiber optic replacements, new LED streetlights, and the reconfiguration of the stormwater retention ponds. *The project team was awarded the 2023 FTBA 'Best in Construction' Award.*



RFP NO: 1615

**Section 3:** Related Experience

**valerin**



# Public Engagement Consulting Services

## US 98 John Singletary Bridge Replacement

**Name of Entity/Agency:** FDOT District One  
**Timeframe:** October 2023 – Present  
**Cost of Services:** \$681,698 (Valerin Authorized Fee To Date) | \$10 Million (Contract Fee)\*  
**Point of Contact Name & Title:** Amanda Glynn, PE | Senior Project Engineer  
**Email Address & Phone Number:** aglynn@rkk.com | (910) 352-6530

**Summary of Services:** As part of a GEC Contract, Valerin was tasked with coordinating and facilitating the ground breaking event to celebrate the start of construction of the US 98 John Singletary Bridge Replacement Project. Speakers John Kubler, FDOT District One Director of Transportation Operations, Melony Bell, Florida House of Representatives District 49, Bill Braswell, Polk County Commission Vice Chairman, and James Watts, Fort Meade Mayor, shared their experiences and thoughts on the new bridge.



**Project Overview:** The John Singletary Bridge on US 98 has been a vital part of the community since 1931. The bridge received its name from John Singletary, Polk County Commissioner from 1927 to 1931, who was from Fort Meade and instrumental in getting the bridge built. FDOT conducted a Project Development and Environmental (PD&E) study between 2013 and 2018. The existing bridge with its narrow width makes it functionally obsolete. The new bridge will enhance safety conditions as well as movement/access across the Peace River for motorists, pedestrians, and bicyclists.

The new bridge will include two 12-foot lanes replacing the current 10-foot lanes, a 12-foot-wide multi-use path on the south side of the bridge, a six-foot-wide sidewalk on the north side of the bridge, seven-foot-wide bicycle lanes both directions, 112 concrete piles supporting the new structure, concrete barrier separating vehicles from pedestrians, and new railing that mimics the historic design of the John Singletary Bridge. Major flooding issues during significant storm events on the east side of the Peace River will be addressed with a longer and higher bridge spanning over the Peace River and a tributary of the Peace River located east of the waterway.



The new bridge will include two 12-foot lanes replacing the current 10-foot lanes, a 12-foot-wide multi-use path on the south side of the bridge, a six-foot-wide sidewalk on the north side of the bridge, seven-foot-wide bicycle lanes both directions, 112 concrete piles supporting the new structure, concrete barrier separating vehicles from pedestrians, and new railing that mimics the historic design of the John Singletary Bridge. Major flooding issues during significant storm events on the east side of the Peace River will be addressed with a longer and higher bridge spanning over the Peace River and a tributary of the Peace River located east of the waterway.

*\*This project is part of a GEC contract for FDOT District One. The cost shown above is for the current contract and Valerin's authorized amount to date.*



RFP NO: 1615

**Section 3:** Related Experience

**valerin**



# Section 4:

## Approach and Methodology



Section 4

valerini



# Public Engagement Consulting Services

## OUR APPROACH AND METHODOLOGY

The Valerin Group, Inc.'s (Valerin's) company ownership and project management team work hard to keep projects on time and within budget, while inspiring our talented project team to deliver high-quality work products that tell our clients' stories. As the Principal-in-Charge of Valerin, **Valerie Ciudad-Real** will work closely with the St. Johns County Project Manager to coordinate all aspects of this project, including development and approval of the task scope, budget, and schedule for each respective task.



Successful task delivery begins with a collaborative Pre-Work Meeting between Valerin and the County Project Manager or designated staff. At the Pre-Work Meeting, we make certain both parties develop a clear understanding of the task goals and agree on an approach that will deliver the best value outcome. Key objectives of the meeting are to **identify project elements that may affect the task**, including, but not limited to, **preferred communication process or protocols, timelines to accomplish tasks, budget expectations, and reporting**. We will also work with the County to ensure that competitive solutions for any major expenses and cost-saving opportunities are fully explored. The Pre-Work Meeting information is then incorporated into the Task Work Order scope of work, estimated staff hours, proposed fee, and schedule for County approval. Once approved, this work plan becomes the basis for project tracking, invoicing/cost control, monitoring, and reporting.

*Valerin has the experience to develop creative, communications, and marketing strategies that will convey the County's desire to inspire change and build a community of passionate supporters.*

## STRATEGIC COMMUNICATIONS PLANNING

### Comprehensive Strategic Communications Planning

Valerin develops customized community outreach plans and campaigns that identify relevant stakeholders and are sensitive to the demographics and unique characteristics of an affected community or stakeholder group. Through public meetings, mail-outs, websites, surveys, social media, project collateral, and visualizations, we proactively connect with citizens in multiple ways. **Our goal is to create sustainable positive relationships that promote trust in the County and focus participation on collaboration and solutions rather than checking the box.**

Our project team will work with the County to develop specific tasks to implement the public outreach communications plan and identify any County resources that may be required. A timeline will be developed to outline key tasks, milestones, and deliverables that need to be completed for the communication plan or campaign. Prior to the start of an outreach initiative or campaign, Valerin's Public Information Officers (PIOs) review the nature and location of a project, research the area demographics and community characteristics, and review project documentation, historical media coverage, and information about area businesses and neighborhoods. A stakeholder analysis is conducted to identify key stakeholders who may have a vested interest and/or who potentially will be affected by project activities. Based on the related project information, a detailed outreach strategy is developed that serves as the communications roadmap for the task or project. The outreach plan typically addresses elements such as:

- Stakeholder management
- Public meetings and open houses
- Local agency, special interest group and HOA and neighborhood association meetings
- Special event planning
- Grassroots interactions
- Interactive engagement and outreach activities
- Media relations
- Collateral development
- Website and mobile app development and updates
- Social media (Facebook, X, Nextdoor, etc.)
- Anticipated stakeholder concerns
- Project hotline and project specific email address



RFP NO: 1615

Section 4: Approach and Methodology – Page 1 of 4

valerin



# Public Engagement Consulting Services

## Stakeholder Database Development

Identifying and developing the target audience for a project specific campaign or outreach initiative is critical to developing the messaging, information, and call to action to optimize the strategy and results. Valerin uses StakeholderLink to warehouse all aspects of stakeholder and property owner data, including correspondence about a project or issue, and can quickly generate reports as needed. Typical stakeholders include utility customers, property and business owners, residents, tenants, elected and appointed officials, local law enforcement, fire and rescue, EMS, civic organizations, media, local agencies, postal and recycling services, and the general public.

## Training for Public Speaking

Valerin is skilled with presentation and interview preparation, having received training from renowned, national public speaking professionals. We can provide support to the County and consulting staff for presentation development (including creative development), best practices for poise, delivery and confidence, strategy development, voice, and style.

## Public Meeting and Special Event Planning

**When it comes to public meetings, planning is critical to the process.** Our initial step will be to meet with the County Project Manager or designated staff to review project details and confirm collateral materials that will need to be developed. To facilitate this process, we develop and consistently follow a systematic approach to public meeting preparation using a detailed meeting checklist. This checklist effectively tracks each step of the meeting preparation process, including researching and securing an ADA compliant facility/venue, materials development, newspaper and advertisement placement, media coordination/press release, court reporter arrangements (if required), directional signage, and the distribution and collection of comment cards. We also check local agency and business/community organizations calendars as well as for holidays, special events or elections to ensure there are no conflicts with the selected public meeting date. We use approved mailing and email lists to distribute public meeting notifications.

The Valerin Team regularly manages special events like ground breakings and ribbon cuttings on behalf of our clients. While we believe that special events are a critical component of a successful community outreach and marketing strategy, we also know that they can be costly in terms of staff hours and expenses. When it comes to events, we recommend starting an analysis of current events and their effectiveness. Our team is highly skilled at event management and has extensive experience with developing custom on-site activation plans, measurable engagement activities, media integration and post event evaluations.

## Crisis Communications

During an emergency situation, **clear, accurate, and timely messages** are needed to **inform the public** of any necessary actions and direct the audience to the appropriate emergency communications channels throughout resolution of the crisis. Since crisis communications must happen quickly in today's digital environment, Valerin will assist the County's Office of Public Affairs to communicate facts accurately and quickly. With a 24/7 news cycle and social media feeds, immediate engagement will mitigate negative reactions and minimize rumors and misinformation. Valerin will also work with the County's Director of Public Affairs as needed to listen/monitor the various media channels for information consistency throughout resolution of the crisis.



RFP NO: 1615

Section 4: Approach and Methodology – Page 2 of 4

valerini



# Public Engagement Consulting Services

## RESEARCH AND ANALYSIS

### Qualitative and Quantitative Research

Valerin has an excellent track record of survey and data collection for transportation and other initiatives. We have learned the key to a successful effort is starting with a comprehensive plan for survey distribution, administration, follow-up method, and survey management. We use modern online survey tools, like Survey Monkey®, where branded surveys can be easily created and the results efficiently reviewed, confirmed, and summarized. To ensure the broadest segment of the population is reached, Valerin employs a two-pronged approach to data surveys. First, we design an online survey made available via a variety of links published on agency and local government websites, social media pages of local organizations, in organizational or church/faith-based organization newsletters and in utility bills, etc. The survey link is also distributed via email to consumers, students, peer agencies, and/or staff of stakeholders. If desired, printed paper surveys can be made available through local businesses, government offices, and human service agencies where case managers may distribute the surveys. Our staff then enter the data obtained in this manner into the survey database for analysis.



### Evaluation and Reporting

Once a survey closes, Valerin will analyze survey data for any apparent irregularities in respondent participation to ensure no statistically significant bias is identified. The survey should include a reliable representation of the community being surveyed and be considered generally indicative of the sentiment regarding the subject survey topic. This survey data is then compiled in a final report, to be shared with the project team to use as a basis for decision making on the project going forward, and for inclusion in the overall project summary report.

## PUBLIC OUTREACH

**Effective public engagement and outreach starts with good planning.** To accomplish this, Valerin will develop customized and brand consistent public involvement and outreach plans based on relevant stakeholders, project area demographics, and community characteristics. Through public meetings, mail-outs, websites, surveys, social media, project collateral, and visualizations, we proactively and effectively communicate and connect with citizens where they live, work and play. As part of our communications strategy, we will also develop project collateral that is informative, educational, and written in easy-to-understand terms as well as produced to meet accessibility requirements for placement on the County's website. All developed collateral will be provided to the County for review and approval prior to distribution to the public. The goal of **public engagement and outreach is to create opportunities to engage, educate, inform** and to gain valuable input from the community. Understanding audience demographics, identifying impacted stakeholders and leveraging partner agency initiatives are key to our community outreach approach, preparation, and engagement.

### Media

Our team has extensive experience working with the media, issuing press releases and advisories, developing media kits, and being interviewed. We understand local media deadlines and formats and will work with the County's Office of Public Affairs to provide the media with accurate and timely project information. We have two former print news reporters and one television news reporter as part of our team and regularly have internal training to ensure our staff is always on top of best practices.

### Media Training

Valerin staff and numerous other members of our team have completed **Certified Media Training**. To ensure our clients are comfortable speaking in front of others, we offer a full array of message and media training sessions that are facilitated by our staff, including former journalists who have a deep understanding of the approach the media takes to get the information needed for stories. Our training sessions will help spokesperson(s) gain an understanding of the various media platforms and how they are different in relation to interview styles and techniques; develop and refine



RFP NO: 1615

Section 4: Approach and Methodology – Page 3 of 4

valerin



# Public Engagement Consulting Services

key messages; evaluate potential media scenarios (real and/or perceived); and feel more comfortable and prepared in various media situations. We offer sessions in which participants actively participate in recorded mock interviews, and together we review and evaluate on-camera practice sessions, based on our expertise.

## Project Website

Our team develops and manages numerous project websites for a variety of public agencies throughout Florida. Websites required for projects assigned through this contact will be updated every two weeks at a minimum and within one business day after any Public Information Workshop Meeting or Hearing. All web applications will meet the standards established in Section 508 of the 1998 Rehabilitation Act and will be coordinated through the County's Office of Public Affairs.

## Call Center Management

Valerin currently secures and monitors project hotlines for a host of public agencies, including FDOT, municipalities, counties, expressway authorities, including the Central Florida Expressway Authority (CFX), and the Polk Regional Water Cooperative (PRWC). As with these project hotlines, each project will have its own dedicated phone number and will be monitored by our team. All inquiries and responses will be documented in the project stakeholder database.

## Increasing Engagement and Participation

Whether it is a door-to-door notification or a public meeting, **Valerin develops strategies for every scenario in advance of beginning any task or assignment.** This approach provides **efficient, cost-saving, results-oriented alternatives** to the County, and yields dynamic engagement with the communities we serve. We create ideas that are designed to reach an entire community or a specific audience to influence perceptions. Every neighborhood within a city or county is different, and our approach to outreach reflects our understanding of those differences – as well as the importance of inclusion and culture. St. Johns County includes a diverse mix of communities, from the busy tourist destination of St. Augustine to the more rural Hastings. Understanding the community we are working in is the critical first step.

Valerin's strategic approach to **increased engagement and participation** includes a number of tactics. Some of the traditional and modern ways we facilitate that engagement include but are not limited to:

- Providing clear, concise, accurate, and consistent information in a timely manner
- Notifying the public with as much advance notice as possible for events, project activities, and public meetings
- Engaging the media as approved to inform the public of County programs and projects
- Creating easy-to-understand, readily accessible printed, digital, and multimedia pieces that are ADA compliant
- Providing community presentations as-needed to schools, neighborhoods, faith-based organizations, homeowner and business associations, partner agencies and boards
- Identifying and engaging "Community Champions" who can be influential and help spread messaging in the community
- Informing and engaging appointed and elected officials as requested
- Including the traditionally underserved, under-represented and Limited English Proficiency (LEP) populations
- Providing the County program and project information at local community events where appropriate
- Logging and managing outreach task communications in a stakeholder database (StakeholderLink)
- Providing timely summaries of public inquiries, engagement, and concerns to County communications and management staff

**We pride ourselves on our "white glove" public engagement approach to customer service.**

We remain focused on the target audience, engaging them early and continuously during a project, as well as in a manner that is meaningful and best suited for them. Our goal is to make sure their voices are heard and concerns are addressed, that they clearly understand the importance of a project, and how the project will benefit their community.



RFP NO: 1615

Section 4: Approach and Methodology – Page 4 of 4

valerin



# Section 5: Pricing



Section 5

valerini

# Public Engagement Consulting Services

## ATTACHMENT "L"

### ATTACHMENT "L" CONSULTANTS 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. These rates are not inclusive of costs, amounts, or fees related to provision of materials, equipment, software or services other than the Proposer's staff.

JOB CLASSIFICATION (JOB TITLE)	BASE WAGE RATE	HOURLY RATE
Principal-in-Charge   Contract Manager	\$ 46.67	\$ 140.00
Project Manager	\$ 45.00	\$ 135.00
Senior Community Outreach Specialist	\$ 41.67	\$ 125.00
Community Outreach Specialist	\$ 33.75	\$ 101.25
Graphic Designer	\$ 40.67	\$ 122.00
Videographer   Multimedia	\$ 42.33	\$ 127.00
Web Developer	\$ 42.67	\$ 128.00
Admin	\$ 25.00	\$ 75.00

**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.

**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 Services.** 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 NO: 1615

Section 5: Pricing

valerini



# Section 6:

Administrative Information



valerini

Section 6

# Public Engagement Consulting Services

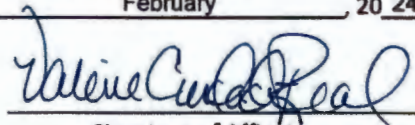
## ATTACHMENT "A"

### ATTACHMENT "A" AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF The Valerin Group, Inc. (Proposer) being of lawful age and being duly sworn I, Valerie Ciudad-Real (Affiant) as President (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

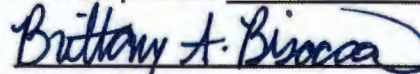
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 23 day of February, 2024.

  
Signature of Affiant

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 23rd day of February, 2024, by Affiant, who is personally known to me or has produced Drivers License as identification.

  
Notary Public  
My Commission Expires: 12/20/2026



**BRITTANY A. BISACCA**  
Commission # HH 343284  
Expires December 20, 2026



RFP NO: 1615

**Section 6:** Administrative Information

**valerin**



# Public Engagement Consulting Services

## ATTACHMENT "B"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

### ATTACHMENT "B" PROPOSAL AFFIDAVIT

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

At the time the proposal is submitted, the Proposer 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, Valerie Ciudad-Real (Affiant) who, being duly sworn, deposes and says he/she is President (Title) of The Valerin Group, Inc. (Proposer) submitting the attached proposal for the services covered by the RFP documents for RFP NO: 1615: PUBLIC ENGAGEMENT 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 Proposer has no financial interest in the firm of another Proposer for the same services, 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.

The Valerin Group, Inc.  
(Proposer – Full Legal Company Name)

By Valerie Ciudad-Real  
(Affiant Signature)

President  
(Title)

02/23/2024  
Date of Signature

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 23rd day of February, 20 24, by Affiant, who is personally known to me or has produced Drivers License as identification.



BRITTANY A. BISACCA  
Commission # HH 343264  
Expires December 20, 2026

Brittany A. Bisacca  
Notary Public  
My Commission Expires: 12/20/2026



RFP NO: 1615

Section 6: Administrative Information

valerin

# Public Engagement Consulting Services

## ATTACHMENT "C"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

### ATTACHMENT "C" CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP No: 1615; PUBLIC ENGAGEMENT 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 services 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 services for the benefit of the County. Consultants, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgment when completing services 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 services for the County.

Please check the appropriate statement:



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



The undersigned Proposer, 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 services on the above referenced project.

Legal Name of Proposer:

The Valerin Group, Inc.

Authorized Representative(s):

Valerie Ciudad-Real  
Signature

Valerie Ciudad-Real, President

Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title



RFP NO: 1615

Section 6: Administrative Information

valerin



# Public Engagement Consulting Services

## ATTACHMENT "D"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

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

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

The Valerin Group, Inc. does:

Name of Firm

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

02/23/2024

Date



RFP NO: 1615

Section 6: Administrative Information

valerin

# Public Engagement Consulting Services

## ATTACHMENT "F"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

### ATTACHMENT "F" E-VERIFY AFFIDAVIT

STATE OF Florida  
COUNTY OF Hillsborough

I, Valerie Ciudad-Real (Affiant), being duly authorized by and on behalf of The Valerin Group, Inc.  
(Proposer) hereby swears or affirms as follows:

1. Proposer 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: 1615 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer and shall expressly require any sub-s performing services or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor.
3. Proposer 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. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-contractors performing services under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this 23rd day of February, 20 24.

Valerie Ciudad-Real  
Signature of Affiant

Valerie Ciudad-Real, President  
Printed Name & Title of Affiant

The Valerin Group, Inc.  
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 23rd  
day of February, 20 24, by Affiant, who is personally known to me or has produced Drivers License as  
identification.



**BRITTANY A. BISACCA**  
Commission # HH 343294  
Expires December 20, 2026

Brittany A. Bisacca  
Notary Public  
My Commission Expires: 12/20/2026



RFP NO: 1615

**Section 6:** Administrative Information

**valerin**



Public Engagement Consulting Services

ATTACHMENT "G"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

ATTACHMENT "G"

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

I, Valerie Ciudad-Real ("Affiant"), being duly authorized by and on behalf of The Valerin Group, Inc. ("Respondent") hereby swears or affirms as follows:

- 1. The principal business address of Respondent is: 3903 Northdale Blvd., Suite 100E, Tampa, FL 33624
2. I am duly authorized as President (Title) of Respondent.
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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of 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 July 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 in Section 287.133 of 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 enters 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 Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or Consultant, nor any affiliate of the Offeror or Consultant has been convicted of a public entity crime subsequent to July 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 Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. 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.)

Valerie Ciudad-Real
Signature of Affiant

Valerie Ciudad-Real, President
Printed Name & Title of Affiant

The Valerin Group, Inc.
Full Legal Name of Proposer

02/23/2024
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23rd day of February, 2024, by Affiant, who is personally known to me or has produced Drivers License as identification.

Brittany A. Bisacca
Notary Public

12/20/2026
My Commission Expires



BRITTANY A. BISACCA
Commission # HH 343284
Expires December 20, 2026

## ATTACHMENT "H" - PAGE 1

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

### ATTACHMENT "H" EQUAL OPPORTUNITY REPORT STATEMENT

The 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 the contract, the awarded Consultant, for itself, its assignees and successors in interest ("Consultant") 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 Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 Consultant, 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 Consultant'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



RFP NO: 1615

**Section 6:** Administrative Information

**valerini**



# Public Engagement Consulting Services

## ATTACHMENT "H" - PAGE 2

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.

DATED this 23rd day of February, 2024.

Valerie Ciudad Real  
Signature of Affiant

Valerie Ciudad-Real, President  
Printed Name & Title of Affiant

The Valerin Group, Inc.  
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 23rd day of February, 2024, by Affiant, who is  personally known to me or  has produced Drives License as identification.

Brittany A. Bisacca

Notary Public  
My Commission Expires: 12/20/2026



**BRITTANY A. BISACCA**  
Commission # HH 343284  
Expires December 20, 2026



RFP NO: 1615

**Section 6:** Administrative Information

**valerin**

# Public Engagement Consulting Services

## ATTACHMENT "I"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

### ATTACHMENT "I" NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Respondent receiving a contract or award resulting from this Request for Proposals 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 this Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

DATED this 23rd day of February, 2024.



Signature of Affiant

Valerie Ciudad-Real, President

Printed Name & Title of Affiant

The Valerin Group, Inc.

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 23rd day of February, 2024, by Affiant, who is  personally known to me or  has produced Drivers License as identification.



Notary Public

My Commission Expires: 12/20/2026



BRITTANY A. BISACCA  
Commission # HH 343264  
Expires December 20, 2026



RFP NO: 1615

Section 6: Administrative Information

valerin



# Public Engagement Consulting Services

## ATTACHMENT "J"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

### ATTACHMENT "J"

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Proposer 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. Proposer must be registered on [www.SAM.gov](http://www.SAM.gov) with a status of 'Active', and must not have any exclusions listed at the time Services which are federally funded are performed.
2. 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;
3. 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
4. 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
5. 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 Proposer certifies that it shall perform a debarment verification on any sub-contractor, material supplier or vendor, that it proposes to contract with to perform any services under this Bid, 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): Valerie Ciudad-Real

SIGNATURE: 

TITLE: President

FULL LEGAL NAME OF PROPOSER: The Valerin Group, Inc.

DATE: 02/23/2024



RFP NO: 1615

Section 6: Administrative Information

valerin

# Public Engagement Consulting Services

## ATTACHMENT "K"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

ATTACHMENT "K"  
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 Proposer, The Valerin Group, Inc., 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): Valerie Ciudad-Real

SIGNATURE: 

TITLE: President

NAME OF FIRM: The Valerin Group, Inc.

DATE: 02/23/2024



RFP NO: 1615

Section 6: Administrative Information

valerin



# Public Engagement Consulting Services

## ATTACHMENT "M"

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

### ATTACHMENT "M" ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFP Documents. By acknowledging the Addenda listed below, Proposer hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Proposer's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Proposer being deemed non-responsive to the requirements of the RFP, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE	TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF PROPOSER'S AGENT
1	02/06/2024	Valerie Ciudad-Real	President	<i>Valerie Ciudad-Real</i>
2	02/06/2024	Valerie Ciudad-Real	President	<i>Valerie Ciudad-Real</i>
3	02/22/2024	Valerie Ciudad-Real	President	<i>Valerie Ciudad-Real</i>



RFP NO: 1615

Section 6: Administrative Information

valerini

# Public Engagement Consulting Services

## ADDENDUM #1



### ADDENDUM #1

February 6, 2024

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No: 1615 Public Engagement Consulting Services

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must complete and submit Attachment "M", acknowledging all issued addenda.

**Revisions/Clarifications:**

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. The following sections of the RFP Document have been revised, and the updated RFP Document will be posted alongside this Addendum 1:
  - I. EVALUATION OF PROPOSALS
  - J. EVALUATION CRITERIA AND RANKING

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: Thursday, February 29, 2024**

**Proposer Acknowledgment:**

A handwritten signature in blue ink that reads "Valerie Ciudad-Real".

Signature of Authorized Representative

Valerie Ciudad-Real, President

Printed Name/Title Authorized Representative

The Valerin Group, Inc.

Full Legal Company Name

**END OF ADDENDUM NO. 1**

Purchasing Department | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcfl.us



RFP NO: 1615

**Section 6:** Administrative Information

**valerin**



# Public Engagement Consulting Services

## ADDENDUM #2



### ADDENDUM #2

February 6, 2024

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No: 1615 Public Engagement Consulting Services

This Addendum #2 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must complete and submit Attachment "M", acknowledging all issued addenda.

**Revisions/Clarifications:**

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. Part III: Proposal Submittal Requirements & Evaluation, Section B. Minimum Qualifications is hereby revised to remove the requirement for Proposers to be currently registered with an Active Unique Entity Identifier with [www.SAM.gov](http://www.SAM.gov). Proposers must have no exclusions listed on [www.SAM.gov](http://www.SAM.gov), but are not required to be registered.

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: Thursday, February 29, 2024**

**Proposer Acknowledgment:**  


Signature of Authorized Representative

Valerie Ciudad-Real, President

Printed Name/Title Authorized Representative

The Valerin Group, Inc.

Full Legal Company Name

END OF ADDENDUM NO. 2

Purchasing Department | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcfl.us



RFP NO: 1615

**Section 6:** Administrative Information

**valerin**

## ADDENDUM #3 - PAGE 1



### ADDENDUM #3

February 22, 2024

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No: 1615 Public Engagement Consulting Services

This Addendum #3 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must complete and submit Attachment "M", acknowledging all issued addenda.

#### Questions/Answers:

The County provides the following answers to the questions submitted below:

1. What website platform is the site on? (Wordpress, etc)  
**Answer: Wordpress through Planeteria**
2. How many press releases do you anticipate per year?  
**Answer: 24 press releases, an avg of 2/month**
3. How many postcards, flyers, mailers (or other print items) will need to be designed?  
**Answer: 1 of each for each meeting**
4. How many PowerPoints do they anticipate per year, and is there an example of one that has been used in the past? (This will allow us to be consistent as well as evaluate the time needed to complete, aka 5 slides vs 50 slides.)  
**Answer: 1 for each meeting, approximately 10 -20 slides for each PowerPoint presentation.**
5. How often will A/V be needed per year? Confirmed this will need to be live-streamed?  
**Answer: A/V will always be needed. There will be no live-streaming, only recordings of events.**
6. Would you like a photographer at each meeting in addition to A/V?  
**Answer: No, we can handle that.**
7. Do you have an estimate on how long it typically takes for mail to be "processed" by your internal processing team?  
**Answer: No.**
8. Could you please advise on the anticipated budget for this project?  
**Answer: No.**
9. Is there an overall page limit?  
**Answer: The only page limitation is listed in Section 4: Approach and Methodology.**
10. Is there a page limit for each section?  
**Answer: See answer above.**
11. Who is the incumbent?  
**Answer: None**
12. Would the County consider an electronic submittal through DemandStar?  
**Answer: No.**
13. In section 2, page 14, Company/Team Qualifications, Project Team – can you please clarify/expand what is meant by "intended presence in the County"?  
**Answer: How does the proposer intend to support County Staff needs when a project is assigned? Will there be dedicated staff to serve each County team, or is it expected that projects will be handled by the proposers Management or Directors?**

Purchasing Department | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcfLus



RFP NO: 1615

**Section 6:** Administrative Information

**valerini**



# Public Engagement Consulting Services

## ADDENDUM #3 - PAGE 2



14. Under the scope of services, strategic communications planning do you currently have a database for utility, transportation, and facility projects? If it is GIS, do you want the database development to interface with a website or do you want the database maintained in GIS? What is the preferred functionality of the database?

**Answer:** The current GIS database can be found be accessing the following link <https://www.arcgis.com/apps/dashboards/899b4250a51b481f99f01a5e32f52588>. We will maintain our databases.

15. Does the County currently have a Call Center? Is it expected that resources be dedicated to a full time staff member to maintain a Call Center?

**Answer:** No, the County does not currently have a Call Center. The expectation for the call center does consist of an element that includes an employee to take calls to a dedicate phone #. Reference the Scope of Services in the RFP document.

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: Thursday, February 29, 2024**

**Proposer Acknowledgment:**

Signature of Authorized Representative

Valerie Ciudad-Real, President

Printed Name/Title Authorized Representative

The Valerin Group, Inc.

Full Legal Company Name

**END OF ADDENDUM NO. 3**

**Purchasing Department | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcfl.us**



RFP NO: 1615

**Section 6:** Administrative Information

**valerin**



### ADDENDUM #3

February 22, 2024

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No: 1615 Public Engagement Consulting Services

This Addendum #3 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must complete and submit Attachment "M", acknowledging all issued addenda.

#### Questions/Answers:

The County provides the following answers to the questions submitted below:

1. What website platform is the site on? (Wordpress, etc)  
**Answer: Wordpress through Planeteria**
2. How many press releases do you anticipate per year?  
**Answer: 24 press releases, an avg of 2/month**
3. How many postcards, flyers, mailers (or other print items) will need to be designed?  
**Answer: 1 of each for each meeting**
4. How many PowerPoints do they anticipate per year, and is there an example of one that has been used in the past? (This will allow us to be consistent as well as evaluate the time needed to complete, aka 5 slides vs 50 slides.)  
**Answer: 1 for each meeting, approximately 10 -20 slides for each PowerPoint presentation.**
5. How often will A/V be needed per year? Confirmed this will need to be live-streamed?  
**Answer: A/V will always be needed. There will be no live-streaming, only recordings of events.**
6. Would you like a photographer at each meeting in addition to A/V?  
**Answer: No, we can handle that.**
7. Do you have an estimate on how long it typically takes for mail to be "processed" by your internal processing team?  
**Answer: No.**
8. Could you please advise on the anticipated budget for this project?  
**Answer: No.**
9. Is there an overall page limit?  
**Answer: The only page limitation is listed in Section 4: Approach and Methodology.**
10. Is there a page limit for each section?  
**Answer: See answer above.**
11. Who is the incumbent?  
**Answer: None**
12. Would the County consider an electronic submittal through DemandStar?  
**Answer: No.**
13. In section 2, page 14, Company/Team Qualifications, Project Team – can you please clarify/expand what is meant by "intended presence in the County"?  
**Answer: How does the proposer intend to support County Staff needs when a project is assigned? Will there be dedicated staff to serve each County team, or is it expected that projects will be handled by the proposers Management or Directors?**





14. Under the scope of services, strategic communications planning do you currently have a database for utility, transportation, and facility projects? If it is GIS, do you want the database development to interface with a website or do you want the database maintained in GIS? What is the preferred functionality of the database?

**Answer:** The current GIS database can be found be accessing the following link. <https://www.arcgis.com/apps/dashboards/899b4250a51b481f99f01a5e32f52588>. We will maintain our databases.

15. Does the County currently have a Call Center? Is it expected that resources be dedicated to a full time staff member to maintain a Call Center?

**Answer:** No, the County does not currently have a Call Center. The expectation for the call center does consist of an element that includes an employee to take calls to a dedicate phone #. Reference the Scope of Services in the RFP document.

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: Thursday, February 29, 2024**

**Proposer Acknowledgment:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name/Title Authorized Representative

\_\_\_\_\_  
Full Legal Company Name

**END OF ADDENDUM NO. 3**



**ADDENDUM #2**

February 6, 2024

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No: 1615 Public Engagement Consulting Services**

This Addendum #2 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must complete and submit Attachment "M", acknowledging all issued addenda.

**Revisions/Clarifications:**

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. Part III: Proposal Submittal Requirements & Evaluation, Section B. Minimum Qualifications is hereby revised to remove the requirement for Proposers to be currently registered with an Active Unique Entity Identifier with [www.SAM.gov](http://www.SAM.gov). Proposers must have no exclusions listed on [www.SAM.gov](http://www.SAM.gov), but are not required to be registered.

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: Thursday, February 29, 2024**

**Proposer Acknowledgment:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name/Title Authorized Representative

\_\_\_\_\_  
Full Legal Company Name

**END OF ADDENDUM NO. 2**





**ADDENDUM #1**

February 6, 2024

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No: 1615 Public Engagement Consulting Services**

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must complete and submit Attachment "M", acknowledging all issued addenda.

**Revisions/Clarifications:**

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. The following sections of the RFP Document have been revised, and the updated RFP Document will be posted alongside this Addendum 1:

- I. EVALUATION OF PROPOSALS
- J. EVALUATION CRITERIA AND RANKING

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: Thursday, February 29, 2024**

**Proposer Acknowledgment:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name/Title Authorized Representative

\_\_\_\_\_  
Full Legal Company Name

**END OF ADDENDUM NO. 1**



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

**REQUEST FOR PROPOSALS  
RFP NO: 1615**

**Revised per Addendum #1**

**PUBLIC ENGAGEMENT CONSULTING SERVICES**

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150 – Main  
[www.sjcfll.us/Purchasing/index.aspx](http://www.sjcfll.us/Purchasing/index.aspx)



**RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**TABLE OF CONTENTS**

**PART I: GENERAL REQUIREMENTS**

**PART II: SCOPE OF SERVICES**

**PART III: PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION**

**PART IV: CONTRACT REQUIREMENTS**

**PART V: ATTACHMENTS/FORMS**

**EXHIBITS (SEPARATE ATTACHMENTS):**

**EXHIBIT A – APPENDIX II TO PART 200, TITLE 2**

# RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

## **PART I: GENERAL REQUIREMENTS**

### **A. DEFINITIONS**

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

### **B. PURPOSE & INTENT**

The purpose of this RFP is to solicit proposals from qualified firms for consideration in performing qualified public engagement to frame, develop and execute successful outreach and sustainable implementation plans for public projects, programs, and updates happening in and around St. Johns County. The intent of the County is to select the most qualified Consultant based upon the evaluation of the submitted proposals in accordance with the Evaluation Criteria provided herein for the purposes of negotiating and, upon successful negotiations, awarding a Contract for the performance of the required services as specified herein.

### **C. SUBMITTAL DEADLINE & LOCATION**

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before four o’clock (4:00PM EST) on **Thursday, February 29, 2024**. Any Proposals received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Proposer, unopened.

Proposals must be submitted to:    St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

All mail delivered to the County is processed through SJC Central Receiving. Proposers must factor the additional time for processing when mailing their Proposals to the County. Any Proposals that are not delivered to the SJC Purchasing Department by the Submittal Deadline above shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Proposals that are delayed in delivery due to mail processing activities of the County’s Central Receiving Office.

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 Department. Any such Proposal that is not received in the SJC Purchasing Department shall be returned to the Proposer, 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:**    Mark Rinberger, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [mrinberger@sjcfl.us](mailto:mrinberger@sjcfl.us)

In the event the Designated Point of Contact is unavailable for three (3) or more business days, Proposers may contact Jennifer McDaniel, Procurement Coordinator, at [jmcdaniel@sjcfl.us](mailto:jmcdaniel@sjcfl.us).

### **E. LOBBYING PROHIBITION**

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



**F. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions and/or inquiries related to this RFP, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before four o'clock (4:00PM) EST on **Thursday, February 15, 2024**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

**G. TENTATIVE SCHEDULE OF EVENTS**

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

Broadcast of RFP	January 31, 2024
Deadline for Questions	February 15, 2024
Proposal Submittal Deadline	February 29, 2024
Evaluation of Submitted Proposals	March 21, 2024
Negotiations	March - April
Board of County Commissioners Meeting	April – May, 2024

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

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

Any and all issued Addenda must be acknowledged on Attachment "M", provided herein, with all copies of each Proposer's submitted Proposal. Failure to submit an issued addendum with the submitted Proposal may result in the Proposer being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Proposer, 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. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Proposers are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposer are further notified that the County's governing body shall not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

**J. 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 service.

**K. 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.

**L. CONSIDERATION FOR MBE/SBE/WBE/DBE**

The County as well as the awarded Proposer shall be required to comply with 2 CFR 200 in the inclusion of minority, small, woman-owned and disadvantaged businesses in the procurement process and consideration for award. In the event the awarded firm(s) utilize any sub-contractors or third-party suppliers, the awarded firm(s) shall be required to comply with 2 CFR 200, in taking necessary affirmative steps to assure that minority businesses, women's business enterprises, and small business enterprises are utilized when possible.

**M. 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 Proposer(s) that best serves the interest of St. Johns County.

**N. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY**

All terms and conditions of the St. Johns County Purchasing Policy ("Policy") are incorporated into this RFP Document by reference, and are fully binding. Proposers 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.

**O. LOCAL PREFERENCE**

While the Policy includes Local Preference, there is potential for awarded Services to be funded through state and federal resources, which may prohibit the use of local preference in the consideration for award. As such, the County is waiving the application of the Local Preference, in accordance with Section 16.3.1 of the Policy.

**P. SUB-CONTRACTORS**

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

Each Proposer shall submit any and all sub-contractors proposed by the Proposer to perform any portion of the required services specified herein.

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

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

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

Sub-contractors, and other persons or organizations proposed by the Proposer to perform any portion of the required services, and accepted by the County, shall only perform the services for which they are proposed, and shall not be changed except with the written approval of the County.



**Q. DISADVANTAGED, SMALL, MINORITY, AND WOMEN OWNED BUSINESS ENTERPRISES**

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 Federal assisted contracts in compliance with 2 CFR 200 and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal 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 Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

For Services which are funded through state/federal/grant funds, if the awarded Consultant is not a DBE/MBE/WBE, then Consultant must meet the following criteria:

- Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-contractors OR
- If unable to utilize DBE/MBE/WBE certified Sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Sub-contractors

State of Florida resources:

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

**R. E-VERIFY**

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, Consultant and its sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

1. Consultant shall require each of its sub-contractors to provide Consultant with an affidavit stating that the sub-Contractor does not employ, contract with, or sub-contract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County or any sub-contractors 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-contractor or sub-contractor knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-contractor.
4. 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.

**S. COMPLIANCE WITH FLORIDA STATUTE 287.138**

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Consultant is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Consultant is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate the contract with liability to ensure the County's continued compliance with the statute.

Pursuant to 287.138 F.S., effective January 1, 2024, if Consultant may access, receive, transmit, or maintain personal identifiable information under the Contract, Consultant must submit a Foreign Entity Affidavit to the County.

Additionally, effective July 1, 2025, Consultant shall submit a Foreign Entity Affidavit to the County prior to any renewals or extensions of an existing Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of the Contract by the County.

## **PART II: SCOPE OF SERVICES**

**A. Definitions:** Below are definitions for terms used within this Scope of Services.

1. **Stakeholders:** Includes all potentially impacted residents and businesses within 300 feet of the project area, and any place of worship, church, bus route, hospital, fire station or similar that might be impacted by Maintenance of Traffic (MOT) changes, or other project related services.
2. **Public Involvement Plan:** A living document which will be developed for each project, that at minimum includes a project introduction including defined area, need and benefits, scope, nearby projects, any known controversial issues and how they are being addressed, all impacted units of government, meetings and events and the stakeholder database. The County will provide a template with a County approved logo.
3. **Social Media Management:** Includes the development of posts and responses for social media that can be used by the Office of Public Affairs. Includes the observation and evaluation of trends identified that may need to be addressed by the vendor or OPA.
4. **Project Mailers:** Flyers, newsletters, postcards, and/or correspondence developed by Consultant with specific messaging in mind and sent, via U.S. Mail, to all identified stakeholders.
5. **Call Center:** A hotline for all projects by which Consultant receives and responds to inquiries related to the projects with information provided by the County. tracks all communication between public involvement team and stakeholders on one sheet. Log will identify stakeholders name, and contact information such as address, email address, and/or telephone number as well as the reason they reached out, actions taken to obtain the necessary response and the response provided to the stakeholders.
6. **Signage:** Temporary, H-Frame coroplast signage (similar to real estate open house, or garage sale sign) placed along the project corridor advising stakeholders of upcoming meetings and/or MOT changes.
7. **Surveys:** Customized surveys designed to capture and gauge stakeholder feedback and opinions, suggestions, and concerns about the project, the project's progress, impact, and the project team's communication efforts. These surveys can be done via email, website/webpage or in person in the project area.

**B. Scope of Services:**

The awarded Consultant shall be responsible for performing the Services specified herein, which include framing, developing and executing a successful outreach and sustainable implementation plan for public engagement and communication for County projects which may involve utility, transportation, and other infrastructure improvements, as well as other County programs which may require public engagement. The Consultant will report to the Office of Public Affairs (OPA) in conjunction with County Departments or Teams as designated by OPA.

The required Services are provided below, categorized by the types of activities the Consultant may be tasked with by the County:

**1. Strategic Communications Planning:**

- Comprehensive strategic communications planning, issues management, public involvement and public affairs, and implementation of strategies.
- Database development and management for capital projects which include utility, transportation, and facility projects.
- Training for public speaking.
- Planning or assisting with planning for agency events such as public meetings (in-person, virtual, or hybrid), ribbon cuttings, agency anniversary celebrations, board or dignitary facility tours, etc.



- Collaborative strategies with the OPA will be established for seamless crisis management and real-time updates.
- 2. Research and Analysis:**
- Qualitative and quantitative research, conducted among internal and external audiences, and research analysis.
  - Incorporation of program evaluation criteria/management standards to determine effectiveness of communications strategies.
  - Review of the agency’s public opinion survey instrument, review of survey results and development of recommendations based on results.
- 3. Public Outreach:**
- Public relations writing for public service announcements, news releases, newsletters, guest editorials, PowerPoint presentations, fact sheets, white papers, web content, social media and others.
  - Interfacing with or assisting the County in interfacing with and placing stories with media, including local beat reporters, editorial boards, regional reporters, state and national media outlets, and industry trade publications.
  - Training for media and public speaking For County staff to be prepared to interact with reporters and deliver speeches at events.
  - Development of a webpage, or multiple webpages/websites, to be available through the County’s website, which services as information hub(s) on project(s) and programs(s) for the community, where public surveys and other public engagement tools can be accessed and utilized for public input.
  - Provide a Call Center staffed Monday-Friday, 8am-5pm, for community members to call with questions or comments. During normal business hours (M-F 8-5), Consultant must respond to calls within 30 minutes after receipt of the initial call. After normal business hours, response calls shall be conducted within 24 hours after receipt the initial call. Call Center will not be staffed on holidays or weekends. Call Center staff will track all communication between public involvement team and stakeholders on a log, which will identify stakeholders name, and contact information such as address, email address, and/or telephone number as well as the reason they reached out, actions taken to obtain the necessary response and the response provided to the stakeholder
- 4. Public Meetings:**
- Engage with County staff, as necessary prior to any related public meetings are planned or coordinated.
  - Meetings and/or gatherings held by the County, which may include, but are not limited to: roundtables, townhalls, listening and learning opportunities, ground-breaking ceremonies, ribbon-cutting ceremonies, workshops, program-specific meetings, and other public meetings as the County may deem appropriate.
  - Public involvement/information program development, coordination and implementation, including use of online communications tools.
  - Emergency/crisis communications assistance, if requested.
  - Provide a professional facilitator for public meetings to host, engage and monitor attendee participation at town halls, neighborhood meetings and other feedback forums.
  - Coordination of all logistics of planning and hosting a public meeting, including, but not limited to: securing an ADA-compliant meeting venue, preparing meeting materials (i.e. digital or paper sign-in sheets, comment cards, meeting minutes/notes), arranging seating, providing AV equipment (for audio, video and photography), and providing capability for remote participation.
- i. **Ground-Breaking Ceremony Logistics:** Ground-Breaking Ceremonies celebrate the first day of construction for a County project to allow for the public, the County and its partners to join together for the start of a new project. The logistics for these events may include, but are not limited to: providing gold shovels, hard hats, chairs for seating, AV equipment for video, audio and photography, coordinating delivery and placement of “ground breaking quality” dirt, other commemorative items, food, and beverage services.
  - ii. **Ribbon Cutting Ceremony Logistics:** Ribbon Cutting Ceremonies celebrate the completion of a County

Project, and allow the public, the County, and its partners to come together for the milestone of completing the project. These ceremonies are held to mark the official opening of a site once the project has been completed. The logistics for these events may include, but are not limited to: providing large scissors and ribbon for cutting, chairs for seating, AV equipment for video, audio and photography of event, name tags, check-in table for guests, commemorative items, as well as food and beverage services.

**C. Project/Program Level of Service:**

The County will determine the level of service that is necessary for each individual project or program based on the Key Performance Indicator's (KPIs) and the expected outcome for the project, program, or campaign so that every plan is unique to its needs. The County has identified the Level(s) of Service, as provided below, as a template which will be used by the County to decide, for each project or program, the services required of the Consultant.

**Level 1 Projects/Programs** are noncontroversial, cause negligible accessibility impacts and minimal traffic or other disruption to the community. These require the Consultant to provide project information and content to the OPA for posting on platforms such as, but not limited to, Facebook, Instagram, and Nextdoor. This includes monitoring public social media posts by OPA, and any comments/responses to those posts, and conducting basic keyword and geographical boundary tracking to identify potential community issues.

**Required Tasks for Level 1 Projects/Programs:**

1. Meet with Project Manager, OPA and Infrastructure Delivery Team to discuss project requirements;
2. Collaborate with County to identify all stakeholders within the project area;
3. Develop and provide communication assets (static info graphics, short-format motion graphics or videos, draft, copy points for news releases/web content) for uses in social media, media relations, community engagement and website updates to the OPA.
4. Prepare and send direct mail pieces (size, frequency to be determined based on project needs) to all stakeholders within the project area with the project description, all known critical dates and a telephone resource number.
5. Prepare a monthly report for the OPA of any public engagement activities, or responses to activities that have taken place throughout the month for each project/program/engagement.

**Level 2 Projects/Programs** have general public acceptance, little impact on accessibility or traffic, and a moderate degree of disruption to the community, may include lane closures or other MOT impacts, which require enhanced engagement. In addition to providing content to the OPA, as provided with Level 1 Projects/Programs, Consultant must establish project/program-specific social media platform strategies (pre-draft posts and replies to possible FAQs), strategically diverse content calendars (this includes using specific social media and certain times to gain the best analytics possible and using social media BMPs, and assisting OPA with responding to comments and inquiries. Consultant must perform advanced keyword and sentiment analysis, geographically targeted monitoring, and the identification of potential crisis situations. Consultant must develop and submit performance reports, to OPA every two months, which must provide comprehensive engagement metrics, audience insights, and community sentiment trends.

**Required Tasks for Level 2 Projects/Programs:**

1. All Level 1 tasks.
2. Manage all logistics for public meetings, as provided above in Section B.3.
3. Attend monthly project meetings as requested, remotely if applicable.

Both Level 3 and Level 4 Projects/Programs require advanced sentiment analysis, hyper local engagement tracking of a specific geographical area, neighborhood or audience interest (i.e. those interested in libraries for a new Library in



a part of the County), and competitor benchmarking.

**Levels 3 Projects/Programs** may be controversial, will significantly impact traffic flow, or will significantly affect accessibility to properties (temporarily or permanently), could include services being done in swales in front of private property or in neighborhoods.

**Required Tasks for Level 3 Projects/Programs:**

1. All Level 2 Tasks.
2. Plan and host public engagement meetings as needed based on project needs.
3. Provide a curated content calendar for optimal community engagement, proactive interactions through live, interactive sessions and contests, and real-time monitoring to provide responses during meetings of both in-person and virtual attendance, with participation options for the public.
4. Communicate project updates, based on each project's needs and specific plan through Social Media such as, but not limited to, Facebook, Instagram, and Nextdoor.
5. Provide weekly performance reports regarding detailed insights into engagement, growth, and audience segmentation, along with an analysis of community sentiment and emerging trends.
6. Provide a Call Center for the public, and track all communication between public involvement team and stakeholders on a Log, which will identify stakeholders name, and contact information such as address, email address, and/or telephone number as well as the reason they reached out, actions taken to obtain the necessary response and the response provided to the stakeholders.
7. Plan and host public engagement meetings as needed based on project needs.
8. Communicate project updates, based on each project's needs and specific plan through Social Media such as, but not limited to, Facebook, Instagram, and Nextdoor.

**Level 4 Projects/Programs** are highly complex, may involve multiple governmental agencies, public engagement or discontent is already at a very high level. The Project/Program could involve maintenance services, road widening, temporary ramp or lane closures, and major reconstruction of a high traffic impact area, major thoroughfare, or state road with an intense level of public scrutiny or media interest, as well as a program or initiative of the County that has extensive involvement or impact throughout the County and/or in specific communities, or where there is a high level of public scrutiny or communication.

**Required Tasks for Level 3 Projects/Programs:**

1. All Level 3 tasks.
2. Provide additional creative assets of printing and distribution of outdoor media with H-Frame signs, and other outreach as proposed. Such as photos, videos and other educational tools to explain complicated projects to the public.
3. Manage online survey instruments.
4. Assist with planning and implementation of events associated with project including ground breakings, ribbon cuttings and other ceremonies.
5. Assist in the development of presentation materials for public meetings including PowerPoints, display boards and other assets to convey project highlights.

## **PART III: PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION**

### **A. PROPOSER RESPONSIBILITIES**

Proposers are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Proposers are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Proposer 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 Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

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 Proposer 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 services to be performed. All Proposals submitted shall be binding for a minimum of ninety (90) consecutive calendar days.

Proposers 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**

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

- i. 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.
- ii. Must possess, or obtain upon award, a current Local Business Tax Receipt for St. Johns County.
- iii. Must be currently registered with an Active Unique Entity Identifier with [www.SAM.gov](http://www.SAM.gov), and must not have any exclusions listed.

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

### **C. TRADE SECRETS**

To qualify any submitted information as Trade Secret, or confidential, the Proposer 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 awarded Consultant's performance constitutes an act on behalf of the County, awarded Consultant shall comply with all requirements of Florida's public records law. Specifically, if awarded Consultant is expressly authorized, and acts on behalf of the County under the awarded Agreement,
  - (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 Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the awarded Agreement, the Proposer 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 Proposer to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the County.

**IF THE AWARDED 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](mailto:publicrecords@sjcfl.us).**

**E. USE OF COUNTY LOGO**

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

Proposers shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Department, 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**

Proposers 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 services as provided herein.

Proposers must certify that no person having any such interest shall be employed for the performance of any of the required services as provided herein.

Proposers must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

Proposers must disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of services the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Proposers must disclose any contractual or employment relationship with any County officer or employee in the submitted Proposal. Additionally, Proposers must disclose any ownership interest in the responding firm by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Proposer, or Key Personnel of a Proposer 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 Proposers involved.

#### **G. PROPOSAL SUBMITTAL FORMAT**

Proposers 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 Proposer'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 and Cover Letter**

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

- Full legal company name, including any applicable fictitious name(s) and company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- 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 Proposer's interest in this solicitation.



### **Delegation of Authority**

Proposer must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Proposer, who are not principals, owners, partners, etc., for the Proposer 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 Proposer firm.

### **Section 2: Company and Team Qualifications**

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

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

**Project Team** – Proposer 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.

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

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

**DBE/WBE/MBE/SBE** – Proposers must provide current copy of certificate of MBE/WBE/DBE/SBE, for Proposer and any proposed sub-contractors (if applicable).

### **Section 3: Related Experience**

Proposer must provide documentation to demonstrate all experience in the performance of services comparable to those specified herein during the past five (5) 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 (i.e. name, title, email address, phone number).

### **Section 4: Approach and Methodology**

Proposer must demonstrate their intended approach and methodology to accomplish the required Services, highlighting their ability to deliver substantive, communicative, and effective services that improve public engagement and communication for County projects and programs. Proposer must include details on strategies for increasing engagement and participation from citizens. **This section must be limited to 3-4 pages.**

### **Section 5: Pricing**

Proposers must provide any and all rates, costs, fees, amounts associated with performing the Services as specified herein, including but not limited to, materials, equipment, software, services, and other non-salary related costs not included in the proposed hourly rates. Additionally, Proposers must provide any and all hourly rates for positions which may perform services if awarded, on Attachment “L” Consultants Rate Sheet, provided herein. Only those hourly rates submitted with the Proposal will be considered for inclusion the awarded Contract.

### **Section 6: Administrative Information**

Proposers must 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 Purchasing Department shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Proposer who is deemed non-responsible and any Proposal deemed non-responsive to the requirements of this RFP may be disqualified and removed from consideration prior to the evaluation. Only those Proposals from responsible Proposers shall be forwarded to the Evaluation Committee for review.

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 rank 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.

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

**J. EVALUATION CRITERIA AND RANKING**

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

**Evaluation Criteria:**

- A. Company and Team Qualifications**
- B. Related Experience**
- C. Approach and Methodology**
- D. Pricing \*\*Reviewed and ranked by Purchasing in accordance with Section K. below.**

**Sample Ranking (for (1) Evaluator):**

Proposers	Ranking
Proposer 4	1
Proposer 6	2
Proposer 2	3
Proposer 1	4
Proposer 3	5
Proposer 5	6

**K. FORMULA FOR EVALUATION OF PRICING:**

For Pricing, the Purchasing Department will calculate the average hourly rate based upon the rates submitted by each Proposer on Attachment “L”, in accordance with the formula provided below. The overall average hourly rate shall determine the rank for this criterion as shown in the sample table below:

**Sample Evaluator Ranking for Pricing:**

Proposals	Average Hourly Rate	Equals	Rank:
Proposal 1	\$150.00	=	1
Proposal 2	\$200.00	=	2
Proposal 3	\$250.00	=	3
Proposal 4	\$300.00	=	4



Proposal 5	\$325.00	=	5
Proposal 6	\$375.00	=	6

The ranking for Pricing will be added to the Evaluation Committee’s rankings, to determine the lowest overall total, which will determine the highest ranked firm.

**L. SHORTLIST INTERVIEWS/PRESENTATIONS:**

In the event the Evaluation Committee determines that interviews and/or presentations from a shortlist of Proposers is necessary to make a recommendation for award, such determination shall be communicated to the Proposers with details as to the requirements of such interviews and/or presentations. The interviews/presentations will be ranked by the Evaluation Committee. The criteria by which presentations will be ranked will be provided to the shortlisted Proposers with the notification by the County. Rankings from any interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

**M. NEGOTIATIONS AND AWARD**

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

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 Proposers are able to reach an agreement for the required services, a Contract will be executed. If the County and selected Proposer are unable to reach an agreement, the County shall cease negotiations, and initiate negotiations with the next successively ranked Proposer until an agreement can be reached, or it is determined to be in the County’s best interest to forego additional negotiations.

The negotiated Contract shall be submitted to the Board of County Commissioners (“Board”) for approval.

**N. PROTEST PROCEDURES**

Any actual Proposer 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**

It is anticipated that St. Johns County will award a professional services contract to the top ranked firm, provided agreement can be reached through negotiation. The Contract Agreement shall be on a form furnished by the County.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County.

In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner’s (Board’s) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board’s preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Proposer. 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 Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer’s Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

If a Contract is awarded, the initial contract term shall be a period of three (3) calendar years, providing satisfactory

performance has been maintained by the Consultant, availability of appropriated funds, and the County has a continued need for the services. The Contract shall have two (2) available one (1) year renewal period that is exercisable by the County. The renewal period is contingent upon satisfactory performance by the Consultant, approval by the Public Affairs Department, and SJC Purchasing Manager, or their designees. The County is under no obligation to exercise any available renewal with the Consultant.

**B. CONTRACT PERFORMANCE**

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

**C. FORCE MAJEURE**

Consultant shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as one of the following circumstances beyond the control of the Consultant: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics/pandemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performance include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

**D. 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. If the Consultant fails to perform any aspect of the responsibilities described herein or as designated in the Agreement, the County shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County, to address the items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

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

**E. 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.

**F. 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 services described herein throughout the duration of the Contract. The Consultant shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Consultant, for any lapse in licenses, permits, or certifications required for any portion of the services.

**G. INSURANCE REQUIREMENTS**

Consultant 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 Proposer's ability to obtain the required coverages upon award may be grounds for Proposer 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 Services shall commence under this awarded Contract until Consultant has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this awarded Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Services including Warranty Services.

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

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

The term "Additional Insured" shall mean St. Johns 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 Department

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

Consultant shall procure and maintain during the life of the awarded Contract, Commercial 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 awarded 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, Commercial 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.

The required insurance limits may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier sub-contractor 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 sub-contractor 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.

#### **H. INDEMNIFICATION**

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

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Consultant further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of this Contract.

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

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

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

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

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

#### **PART V: ATTACHMENTS / FORMS**

The required Attachments that Proposers must complete, sign, have notarized and include as part of their submitted Proposal are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted Proposals the required Attachments must be included.



**RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**COVER PAGE**

SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON USB DRIVE  
(CD/DVD NOT ACCEPTABLE)  
IN A SEALED ENVELOPE OR CONTAINER TO:

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

**FULL LEGAL NAME OF PROPOSER:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**POINT OF CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

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

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

ATTACHMENT "A"  
AFFIDAVIT OF SOLVENCY

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

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_ day of \_\_\_\_\_, 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 NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**ATTACHMENT "B"  
PROPOSAL AFFIDAVIT**

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

At the time the proposal is submitted, the Proposer 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 \_\_\_\_\_ (Proposer) submitting the attached proposal for the services covered by the RFP documents for **RFP NO: 1615: PUBLIC ENGAGEMENT 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 Proposer has no financial interest in the firm of another Proposer for the same services, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer – Full Legal Company Name)

By \_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date of Signature

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**ATTACHMENT "C"  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP No: 1615; PUBLIC ENGAGEMENT 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 services 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 services for the benefit of the County. Consultants, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgement when completing services 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 services for the County.

---

Please check the appropriate statement:

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

Legal Name of Proposer: \_\_\_\_\_

Authorized Representative(s): \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title



**RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

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

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

\_\_\_\_\_ does:  
Name of Firm

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

ATTACHMENT "E"  
CLAIMS, LIENS, LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or sub-contractor) or been sued by or had a formal claim filed by an owner, sub-contractor or supplier resulting from a contract 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 eachLien.

---

---

---

5. 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?

---

---

---

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

---

---

---



**Liquidated Damages**

- 1. Has a project owner ever withheld payment, 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 NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

ATTACHMENT "F"  
E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

1. Proposer 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: 1615 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer and shall expressly require any sub-s performing services or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor.
3. Proposer 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. Proposer understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-contractors performing services under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Proposer

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 NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES

ATTACHMENT "G"

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

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

- 1. The principal business address of Respondent is: \_\_\_\_\_
2. I am duly authorized as \_\_\_\_\_ (Title) of Respondent.
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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of 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 July 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 in Section 287.133 of 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 enters 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 Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or Consultant, nor any affiliate of the Offeror or Consultant has been convicted of a public entity crime subsequent to July 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 Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. 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.)

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Proposer

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Affiant, who is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Notary Public

My Commission Expires

**RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

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

The 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 the contract, the awarded Consultant, for itself, its assignees and successors in interest ("Consultant") 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 Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 Consultant, 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 Consultant'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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Proposer

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 NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**ATTACHMENT "I"  
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Respondent receiving a contract or award resulting from this Request for Proposals 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 this Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Proposer

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 NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**ATTACHMENT "J"  
Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion-Primary Covered Transactions**

The Proposer 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. Proposer must be registered on [www.SAM.gov](http://www.SAM.gov) with a status of 'Active', and must not have any exclusions listed at the time Services which are federally funded are performed.
2. 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;
3. 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
4. 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
5. 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 Proposer certifies that it shall perform a debarment verification on any sub-contractor, material supplier or vendor, that it proposes to contract with to perform any services under this Bid, 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: \_\_\_\_\_

FULL LEGAL NAME OF PROPOSER: \_\_\_\_\_

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

**RFP NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**ATTACHMENT "K"  
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 Proposer, \_\_\_\_\_, 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 NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**ATTACHMENT "L"  
CONSULTANTS 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. These rates are not inclusive of costs, amounts, or fees related to provision of materials, equipment, software or services other than the Proposer’s staff.

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.

**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 Services.** 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 NO: 1615; PUBLIC ENGAGEMENT CONSULTING SERVICES**

**ATTACHMENT "M"  
ACKNOWLEDGEMENT OF ADDENDA**

Proposer hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFP Documents. By acknowledging the Addenda listed below, Proposer hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Proposer's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Proposer being deemed non-responsive to the requirements of the RFP, and removed from further consideration.


<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE</b>	<b>TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE</b>	<b>SIGNATURE OF PROPOSER'S AGENT</b>



**SEALED RFP MAILING LABEL**

Complete and affix this mailing label to the sealed envelope/container to identify as a SEALED Proposal.

<b>SEALED PROPOSAL • DO NOT OPEN</b>	
SEALED RFP #:	<b>RFP NO: 1615</b>
RFP TITLE:	<b>PUBLIC ENGAGEMENT CONSULTING SERVICES</b>
DUE DATE/TIME:	<b>Thursday, February 29, 2024 by 4:00 P.M.</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine, FL 32084



**END OF DOCUMENT**