



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

NOTICE OF AVAILABILITY

REQUEST FOR PROPOSALS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed proposals at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

RFP NO. 20250479
DESIGN – RESTROOM BUILDINGS

Charlotte County is requesting proposals from qualified firms for the professional design services of prototype restroom buildings, which will be used in current and future fiscal year designs. These projects shall include Community Services design standards, Crime Prevention Through Environmental Design principles, and meet any applicable grant requirements.

PRE-SUBMITTAL CONFERENCE: 1:00 p.m. (EST), JUNE 26, 2025
ADMINISTRATION COMPLEX, BUILDING B, ROOM B106

PROPOSAL DUE DATE: 3:00 p.m. (EST), JULY 9, 2025
PURCHASING DIVISION CONFERENCE ROOM

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 254792. Any questions can be answered by contacting Kim Chamberlain, Senior Contract Specialist at 941.743.1527, or email: kimberly.chamberlain@charlottecountyfl.gov.

ELECTRONIC BID SUBMISSIONS: All submittals for this project shall be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: June 5, 2025



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO SUBMITTAL

If you **do not** intend to submit on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We, the undersigned, have declined to submit on requested commodity/service **RFP #20250479, DESIGN – RESTROOM BUILDINGS**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Submittal may be emailed to kimberly.chamberlain@charlottecountyfl.gov.

**TABLE OF CONTENTS
DESIGN – RESTROOM BUILDINGS
RFP NO. 20250479**

Notice of Availability	1
"No Submittal" Response Page	2
Table of Contents	3
 PART I - GENERAL INSTRUCTIONS	 4 - 8
 PART II - SCOPE OF SERVICES	 9 - 11
 PART III - PROPOSAL FORMAT & CRITERIA FOR AWARD	 12 - 15
 PART IV - SUBMITTAL FORMS	 16 - 19

**REQUEST FOR PROPOSAL
DESIGN – RESTROOM BUILDINGS
RFP 20250479**

PART I - INSTRUCTIONS

RP-01 INTENT:

A. It is the intent of the County to select a firm who clearly demonstrates the highest level of ability and proven reliability to perform the professional services specified in the Scope of Services. Brief summaries applicable to the required work should be included with the proposal.

B. **Time and Date Due** - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **3:00 p.m., JULY 9, 2025.**

C. In order to ensure that all prospective proposers have sufficient information and understanding of the County's needs, a **Pre-submittal Conference** will be held **June 26, 2025 @ 1:00 p.m., Administration Complex, 18500 Murdock Circle, Building B, Room B106, Port Charlotte, Florida.** Attendance of this meeting is not mandatory; however, interested proposers are encouraged to attend.

RP-02 CONTRACT AWARDS: The County anticipates entering into a contract with one (1) firm who submit the proposal judged to be most advantageous to the County. The selected firm shall be required to sign a formal agreement in the standard form currently used by Charlotte County for professional services.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Board of County Commissioners and a contract is executed by both parties.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal (RFP). Proposers should prepare a straightforward and concise description of the proposers' ability to meet the requirements of the RFP.

RP-04 INQUIRIES: The County will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to Purchasing, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948 or kimberly.chamberlain@charlottecountyfl.gov, or they may be addressed at the pre-submittal conference. The County will respond to written or emailed inquiries received at least five (5) calendar days prior to the RFP due date.

The County will record its responses to inquiries and any supplemental instructions in the form of written addenda. It shall be the responsibility of the proposer, prior to submitting their proposals, to view the website <https://purchasingbids.charlottecountyfl.gov> to determine if addenda were issued, acknowledging and incorporating them into their proposal.

RP-05 PROPOSAL SUBMISSION AND WITHDRAWAL: The County will receive proposals electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposal by notifying the County in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide Charlotte County the services set forth in these specifications until one of the proposals has been accepted by the Board of County Commissioners. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

RP-06 PROPOSAL RESTRICTIONS: In accordance with Ordinance #96-002, the manufacture, use, display or other employment of any facsimile or reproduction of the Charlotte County Seal, without the express, prior, written approval of the Board of County Commissioners of Charlotte County, Florida, is hereby declared to be unlawful and punishable as a Second-Degree Misdemeanor as provided in Section 165.043, Florida Statutes.

RP-07 DRUG FREE WORKPLACE: Charlotte County is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-08 PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction

or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

RP-09 CANCELLATION/TERMINATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the successful proposer thirty (30) days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event funds are not available or not appropriated, the County reserves the right to terminate the Contract and/or individual leases. The County will be responsible for any outstanding invoices prior to the termination.

RP-10 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

The County reserves the right to accept or reject any or any part of the submissions, if it is deemed in the best interest of the County. The County, in its sole discretion, may expand the scope of work to include additional requirements. The County reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. The firms, upon request shall provide information the County deems necessary in order to make a determination.

RP-11 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Charlotte County, Florida, in accordance with the provisions of Title VII of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure in any contract entered into pursuant to this advertisement, women-owned and minority business enterprises (collectively MBEs) will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of gender, race, color or national origin in consideration for an award. The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested MBEs and certified MBEs are encouraged to respond.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

RP-12 PAYMENT: Request for payment must be submitted to Charlotte County Purchasing on a form approved by the County in accordance with contract documents. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

RP-13 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful proposers' performance. This evaluation will become public record.

RP-14 INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to

persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.

c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.

c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident, bodily injury or disease \$1,000,000

a. Policy shall contain a waiver of subrogation against the Charlotte County.

b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.

c. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. **Professional Liability (Errors and Omissions Liability) for Prime Contractors**

a. Estimated Projection Construction Cost up to **\$9,999,999**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

b. Estimated Projection Construction Cost from **\$10,000,000 to \$19,999,999**

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

c. Estimated Projection Construction Cost from **\$20,000,000 to \$40,000,000**

Each Claim \$3,000,000

Annual Aggregate \$3,000,000

- d. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.
- e. Policy shall contain a waiver of subrogation against Charlotte County.

5. Professional Liability (Errors and Omissions Liability) for Subcontractors

In addition to the insurance requirements for the Contractor, the contractor's registered sub-contractors (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance at the same levels and conditions as the Contractor.

Additional Insured – All policies, **except** for the Workers Compensation and Professional Liability shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A:VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change

the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

RP-15 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

RP-16 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

RP-17 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted 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 provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

RP-18 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

END OF PART I

PART II SCOPE OF SERVICES

RP-19 PURPOSE: Charlotte County is requesting proposals from qualified firms for the professional design services of prototype restroom buildings, which will be used in current and future fiscal year designs. These projects shall include Community Services design standards, Crime Prevention Through Environmental Design principles, and meet any applicable grant requirements.

RP-20 LOCATIONS:

Currently Funded Restroom Locations:

Bill Coy Preserve 5350 Placida Road, Englewood, Florida
Lake Betty Park 2215 Conway Boulevard, Port Charlotte, Florida
Randy Spence Park 4333 Kerrigan Circle, Port Charlotte, Florida
Midway Park 23023 Midway Boulevard, Port Charlotte, Florida

Future Proposed Restroom Locations:

Fiscal Year 2026

Harold Avenue Regional Park 23400 Harold Avenue, Port Charlotte, Florida
South County Regional Park 670 Cooper Street, Punta Gorda, Florida

Fiscal Year 2027

Larry Taylor Kiwanis Park 201 Dorona Street, Port Charlotte, Florida
Franz Ross Park 19333 Quesada Avenue, Port Charlotte, Florida

Fiscal Year 2028

Maracaibo Park 1505 Maracaibo Street, Port Charlotte, Florida
Hathaway Park 35461 Washington Loop Road, Punta Gorda, Florida
Centennial Park 1185 Centennial Boulevard, Port Charlotte, Florida

RP-21 PROJECT DESCRIPTION: This project will include designing two (2) prototype restroom buildings, Basic Standard A and Large Park High Use Standard B, according to the design standards set by Community Services. The Basic Standard A prototype will be used in the design of the currently funded projects at Bill Coy Preserve, Lake Betty Park, Randy Spence Park and Midway Park.

Design of Basic Standard A elements include, but are not limited to, the following:

1. One (1) Men's restroom, which includes one (1) urinal, one (1) ADA toilet stall, two (2) sinks, one (1) diaper changing station, two (2) hand dryers, and one (1) toilet paper dispenser.
2. One (1) Women's restroom, which includes two (2) standard toilet stalls, one (1) ADA toilet stall, three (3) sinks, one (1) diaper changing station, three (3) hand dryers, and three (3) toilet paper dispensers.
3. One (1) Family restroom, which includes one (1) toilet, one (1) sink, one (1) diaper changing station, one (1) hand dryer, and one (1) toilet paper dispenser.
4. An electrical closet, and a janitor's closet with all required furniture, fixtures, and equipment.

As locations are funded, site-specific efforts will be required to provide construction-ready documents, including, but not limited to, civil and site requirements, utility needs, park furniture, park trash/recycling receptacles, and park water fountains.

Design of Large Park High Use Standard B elements include, but are not limited to, the following:

1. One (1) Men's restroom, which includes two (2) urinal, one (1) ADA toilet stall, three (3) sinks, one (1) diaper changing station, three (3) hand dryers, and one (1) toilet paper dispenser.
2. One (1) Women's restroom, which includes three (3) standard toilet stalls, one (1) ADA toilet stall, four (4) sinks, one (1) diaper changing station, three (3) hand dryers, and four (4) toilet paper dispensers.
3. Two (2) Family restroom, which includes two (2) toilets, two (2) sinks, two (2) diaper changing stations, two (2) hand dryers, and two (2) toilet paper dispensers.
4. An electrical closet, and a janitor's closet with all required furniture, fixtures, and equipment.

As locations are funded, site-specific efforts will be required to provide construction-ready documents, including, but not limited to, civil and site requirements, utility needs, park furniture, park trash/recycling receptacles, and park water fountains

RP-22 CURRENT FUNDED PROJECTS INCLUDE:

Site-Specific Design of:

1. Bill Coy Preserve Restroom, 5350 Placida Road, Englewood, Florida – using Standard A prototype
2. Lake Betty Park, 2215 Conway Boulevard, Port Charlotte, Florida – using Standard A prototype
3. Randy Spence Park, 4333 Kerrigan Circle, Port Charlotte, Florida – using Standard A prototype
4. Midway Park, 23023 Midway Boulevard, Port Charlotte, Florida – using Standard A prototype

At the County's discretion, future funded years could be added to the contract with an agreed-upon contract amendment.

Fiscal Year 2026 FUNDED PROJECTS INCLUDE:

Site-Specific Design of:

1. Harold Avenue Regional Park, 23400 Harold Avenue, Port Charlotte, Florida – using Standard B prototype
2. South County Regional Park, 670 Cooper Street, Punta Gorda, Florida – using Standard B prototype

Fiscal Year 2027 FUNDED PROJECTS INCLUDE:

Site-Specific Design of:

1. Larry Taylor Kiwanis Park, 201 Dorona Street, Port Charlotte, Florida – using Standard A prototype
2. Franz Ross Park, 19333 Quesada Avenue, Port Charlotte, Florida – using Standard A prototype

Fiscal Year 2028 FUNDED PROJECTS INCLUDE:

Site-Specific Design of:

1. Maracaibo Park, 1505 Maracaibo Street, Port Charlotte, Florida – using Standard A prototype
2. Hathaway Park, 35461 Washington Loop Road, Punta Gorda, Florida – using Standard A prototype
3. Centennial Park, 1185 Centennial Boulevard, Port Charlotte, Florida – using Standard B prototype

RP-23 GENERAL SCOPE OF SERVICES: This is for a task-based professional services agreement with no public input. During the design phase, the consultant is responsible to provide meeting agendas, meeting minutes, action items, and a full design schedule. The scope of services shall include, but not be limited to the following:

A. Programming and Planning – Develop a program for the facility with County representatives, through project coordination meetings, consultations with local agencies and County representatives, and a process that may include reviews. Deliverables to include data collection and programming diagrams.

B. Site Analysis – Collecting site data, providing site studies, preparation of site plans, meetings with public utility agencies, County site plans review, and all pertinent government agencies applications and approvals, coordination meetings and presentations to local officials and County representatives. Consultants are responsible for and expected to have a clear understanding of all regulatory and permitting submitting requirements. The County will pay the agency fees pertaining to the project.

C. The Schematic Design Phase – Develop design based on programming information, and the basis of design with staff and the respective advisory personnel resulting in preliminary studies and sketches of the project to arrive at an acceptable solution. The consultant will work with the project team which includes County representatives and stakeholders on the development and review of design alternatives. The phase deliverables are a site plan, floor plan(s), sections, an elevation, and other illustrative materials: computer images, renderings, or models. Typically, the drawings include overall dimensions and a construction cost estimate. The consultant will coordinate with project stakeholders, providing base BIM model level of development 100 for review and record.

D. The Design Development Phase – Refinement of schematic design with staff, stakeholders, and the respective advisory personnel resulting in selection of materials and building systems including lay out mechanical, electrical, plumbing, structural, and architectural details. Provide 50% progress plans, Progress BIM model with full coordination between all subcontractors, and a clash detection report to the project team. Provide 100% final set of plans with specification volume documents for both sets and review with the County's Facilities Management Department. Provide 3D rendering with the final plans set and revised BIM model level of development 200 with full coordination and report. The phase deliverables are to

produce floor plans, sections, and elevations with full dimensions. These drawings typically include door and window details and outline material specifications. Work with the stakeholders and designated County staff to keep the project within a predetermined budget with value engineering, cost-benefit analysis, and best-value comparisons, then revise as necessary to meet the budget.

E. The Construction Document Phase – Preparation of final working drawings, final specification volume document, large scale details and specifications meeting standard codes for obtaining bids and permits and letting a contract for construction. All documents shall be thorough and absent of ambiguities and totally coordinated between the various engineering disciplines and reviewed with the County's Facilities Management Department. The phase deliverables are to produce a set of drawings that include all pertinent information required for the Contractor to price and build the project. Provide revised BIM models at 50% and 100% with full coordination of subconsultants for record and review with the project team. Provide BIM level of development 300 delivered with 100% plans and specifications. In addition to paper construction documents, provide electronic format (AutoCAD) set of plans to the County's Facilities Management Department. Consultants to provide a submittal log matching the specifications in the permit documents, as well as an asset management list utilizing the county template.

The Construction Observation Phase – Review the construction and determine that the project is constructed in accordance with the approved plans and specifications. The construction observation services shall include, but not be limited to the following:

- Frequent project coordination meetings with the construction firm and County representatives on site.
- Frequent observations when work is being performed and circumstances may require determining the progress and quality of the construction project.
- Review and process shop drawings within 10 calendar days.
- Coordinate with the Contractor through the standard Request for Information process within 72 hours, extensions may be approved by the County Project Manager.
- Final observation and certification to the County that the project has been completed in accordance with the plans and specifications.
- Provide final inspection and punch list before and after substantial completion of the project.
- Coordinate as-built documentation and certify the as-builts meet the project requirements.

RP-24 PROPOSED PROJECT BUDGET AND SCHEDULE:

Location	Address	Fiscal Year	Project Budget	Design Budget	Construction Budget
Lake Betty Park	2215 Conway Boulevard, Port Charlotte	2025	\$1,100,000.00	\$247,000.00	\$853,000.00
Bill Coy Preserve	5350 Placida Road, Englewood	2025	\$534,000.00	\$104,000.00	\$430,000.00
Randy Spence Park Midway Park	4333 Kerrigan Circle, Port Charlotte 23023 Midway Boulevard, Port Charlotte	2025	\$1,106,000.00	\$215,000.00	\$891,000.00
Harold Ave Park South County Regional Park	23400 Harold Avenue, Port Charlotte 670 Cooper Street, Punta Gorda	2026*	TBD	TBD	TBD
Larry Taylor Kiwanis Park Franz Ross Park	201 Dorona Street, Port Charlotte 19333 Quesada Avenue, Port Charlotte	2027*	TBD	TBD	TBD
Maracaibo Park Hathaway Park Centennial Park	1505 Maracaibo Street, Port Charlotte 35461 Washington Loop, Punta Gorda 1185 Centennial Boulevard, Port Charlotte	2028*	TBD	TBD	TBD

**At the county's discretion, future funded years could be added to the contract with an agreed-upon contract amendment.*

END OF PART II

**PART III
PROPOSAL FORMAT & EVALUATION METHOD**

RP-25 RULES FOR PROPOSALS:

A. The proposal must name all persons or entities interested in the proposals as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. The following is an excerpt from Charlotte County Resolution #2011-221 and applies to this proposal: **"Any questions regarding a project or submittal shall be directed to the designated person in the Purchasing Division for a response. From the time the notice of request for proposals is published until the contract is awarded, there shall not be any contact between a proposer, agent or other representative and any member of the selection committee, user department, Administration, or any member of the Board of County Commissioners regarding the project or proposal submitted by any proposer. Should any member of the selection committee initiate contact or fail to report any contact, such committee member may be subject to disciplinary action up to and including dismissal. If any proposer, agent or other representative contacts any committee member, user department, Administration or member of the Board of County Commissioners regarding a request for proposals or submitted proposal, the proposer is subject to sanctions up to and including having the County disqualify the firm's submittal."**

C. For your information, the members of the Professional Services Committee for this project are as follows:

Teresa VanderWaag - Projects Manager, Facilities Management
Lacey Solomon - Projects Manager, Community Services
Ray Slade - Projects Manager, Public Works

RP-26 PROPOSAL FORMAT: Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form pages 14 and 15.

RP-27 PROPOSAL REQUIREMENTS: In addition to the information required in the Consultant Evaluation Form, provide the following information:

A. Team Organization, Management and General Qualifications - Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. Team and project management structure should be documented. The principal within the prime firm responsible for the project and the proposed project manager should be identified and a statement presented that those persons would not be substituted without the express permission of the County. Teams should demonstrate experience in previous similar projects.

B. Work Plan - Firms submitting should demonstrate their understanding of the project. An outline description of anticipated project tasks in sequence should be prepared. Firms should identify anticipated deliverables and a general schedule for a project of this magnitude.

C. Individual Qualifications - Firms should submit the resumes of key people. Firms should specifically identify the **lead designer** on the project and his/her qualifications. Provide a statement indicating that the **designer** will not be substituted without the express permission of the County.

D. Experience and References - Supply materials indicative of experience in other projects of similar complexity. A reference list for each firm is required, including name, project and telephone number. A reference list for the **lead designer** is required identifying name, project and telephone number.

E. Specialized Experience Preferred: The proposer should have strong experience with multi-use government facilities, Parks and Recreation projects and Construction Management Delivery method.

After recommendation of the award, the successful Proposer shall not be allowed to substitute project team members named in this proposal without the prior written permission of the County. Substitution may, in the sole opinion of the County, be grounds for cancellation of a recommended award or termination of agreement.

The County reserves the right to accept or reject any or all submissions or to accept all or any part of the submission if it is deemed in the best interest of the County. The County, in its sole discretion, may expand the scope of work to include additional requirements. The County reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. Information deemed necessary by the County to make a determination shall be provided by the firms, upon request.

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all

required information. That information is to be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

RP-28 EVALUATION METHOD AND CRITERIA:

A. General - The County shall be the sole judge as to the merits of the proposal, and the resulting agreement. The County's decision will be final. **Please note that proposals will be evaluated on content, *not bulk*.**

The County's evaluation criteria will include, but shall not be limited to, considerations listed on **Proposal Requirements, page 12**. As mentioned in PROPOSAL FORMAT, the proposals should be prepared using the format outlined in the Consultant Evaluation Form on pages 14 and 15.

B. Selection - The Professional Services Committee shall evaluate the proposals submitted. Telephone discussions will be held with all firms submitting and a short list of firms from proposals will be ranked in order. Final approval will be by the Board of County Commissioners who may request public presentation.

RP-29 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

June 5, 2025	County advertises for proposals
June 26, 2025	Pre-Submittal meeting
July 9, 2025	Proposal due date
July 24, 2025	Professional Services Committee short lists firms

EVALUATION FORM

**CONSULTANT EVALUATION FORM
CHARLOTTE COUNTY, FLORIDA**

RFP# 20250479, DESIGN – RESTROOM BUILDINGS

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight</i>	<i>Score</i>
I. TEAM PROPOSED FOR THIS PROJECT A. Background of the personnel Project Manager Other Key Personnel Consultants	1-5		X 9	
II. PROPOSED MANAGEMENT PLAN A. Team Organization 1. Design Phase 2. Pre-Construction Phase 3. Construction Phase 4. Personnel Resumes 5. Roles and responsibilities of participants	1-5		X 10	
III. PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR THIS PROJECT A. Describe previous projects the team worked on together B. Relevant work history with public parks and government facilities in Florida C. Construction of restroom facilities and constructing in a V-Zone with proposed team D. Site plan design E. Design using BIM including MEP disciplines F. Design within a fixed project budget G. Permitting experience	1-5		X 15	
IV. PROJECT CONTROL A. Schedule 1. What techniques are planned to assure that schedule will be met? 2. Who will be responsible to assure that schedule will be met? B. Cost 1. What control techniques are planned? 2. Demonstrate ability to meet project cost control. 3. Who will be responsible for cost control? C. Recent, current and projected workload.	1-5		X 13	
V. PRESENT PROPOSED DESIGN APPROACH FOR THIS PROJECT A. What is your approach to constructability and bidding? B. What challenges do you anticipate and how do you propose to solve them? C. What methods will you employ to ensure Charlotte County receives a quality project designed within budget and on schedule? D. Describe innovative approaches in production and design.	1-5		X 15	

**PART IV - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM**

1.	Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
2.	Magnitude of Company Operations				
	A) Total professional services fees received within last 24 months:			\$	
	B) Number of similar projects started within last 24 months:				
	C) Largest single project to date:			\$	
3.	Magnitude of Charlotte County Projects				
	A) Number of current or scheduled County Projects				
	B) Payments received from the County over the past 24 months (based upon executed contracts with the County).			\$	
4.	Sub-Consultant(s) (if applicable)	Location	% of Work to be Provided	Services to be Provided	
5.	Disclosure of interest or involvement: List below all private sector clients with whom you have an active pending contract and who have an interest within the areas affected by this project. Also, include any properties or interests held by your firm, or officers of your firm, within the areas affected by this project.				
	Firm	Address			
	Phone #	Contact Name			
	Start Date	Ending Date			
	Project Name/Description				

NAME OF FIRM _____
(This form must be completed and returned)

6. Minority Business: The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process.	Yes _____ No _____
Comments or Additional Information:	

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Type of Organization (please check one):	INDIVIDUAL CORPORATION	(<input type="checkbox"/>) (<input type="checkbox"/>)	PARTNERSHIP JOINT VENTURE	(<input type="checkbox"/>) (<input type="checkbox"/>)
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Firm Name	Telephone
-----------	-----------

Fictitious or d/b/a Name	Federal Employer Identification Number (FEIN)
--------------------------	---

Home Office Address

City, State, Zip	Number of Years in Business
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Address: Office Servicing Charlotte County, other than above
--

Name/Title of your Charlotte County Rep.	Telephone
--	-----------

Name/Title of Individual Binding Firm (Please Print)
--

Signature of Individual Binding Firm	Date
--------------------------------------	------

Email Address

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(name of business)

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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 Chapter 893 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.
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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

NAME OF FIRM _____

(This form must be completed and returned)

**HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06**

Charlotte County Contract #20250479

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

Printed Name

Title

Nongovernmental Entity

Date

END OF PART IV

NAME OF FIRM _____
(This form must be completed and returned)