



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. 20260189
EMERGENCY OPERATIONS CENTER (EOC) FACILITY EMERGENCY FOOD CATERING
– ANNUAL CONTRACT

Charlotte County is seeking an experienced and qualified firm to provide catering services, supply bulk and/or boxed food meals, and food supplies to the County's employees and emergency workers before and/or after an emergency or disaster event at the Charlotte County Emergency Operations Center (EOC) Facility.

There will not be a Pre-Submittal Conference for this project. Please send all questions to the email address below.

PROPOSAL DUE DATE: 3:00 p.m. (EST), FEBRUARY 3, 2026

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 261892. Any questions can be answered by contacting Rhiannon Mills, Senior Contract Specialist at 941.743.1374, or email: Rhiannon.Mills@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: January 6, 2026



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 #20260189, EOC FACILITY EMERGENCY FOOD CATERING – ANNUAL CONTRACT**, 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 Rhiannon.Mills@CharlotteCountyFl.gov

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RFP NO. 20260189

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**REQUEST FOR PROPOSAL
EOC EMERGENCY FOOD CATERING – ANNUAL CONTRACT
RFP 20260189**

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., FEBRUARY 3, 2026.**

RP-02 CONTRACT AWARDS/TERM OF CONTRACT: The County anticipates entering into a contract with one (1) firm who submits the proposal judged to be most advantageous to the County. The term of the contract will be effective from date of award up to and including December 31, 2028, with option to renew for an additional one (1) two-year term. 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 Rhiannon.Mills@CharlotteCountyFL.gov. 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 it 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 it 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-18 PROJECT DESCRIPTION: Charlotte County is seeking an experienced and qualified firm to provide catering services, supply bulk and/or boxed food meals, and other food supplies to the County's employees and emergency workers before and/or after an emergency or disaster event.

- a. When an emergency or disaster occurs or is imminent, the County will contact the Awarded Vendor holding a Disaster Food Catering Services Agreement to advise them of the County's intent to activate the Agreement. The Agreement will be activated immediately before and/or after an emergency or disaster in Charlotte County. The County reserves the right to exercise its discretion in making the determination of what constitutes a disaster and/or emergency event.
- b. No guarantee is expressed or implied as to the quantity of commodities and/or services to be procured under this request for proposal; no work is guaranteed.
- c. Anticipated disasters include, but are not limited to, storms, hurricanes, tornadoes, flooding, fires, homeland security activity, major police activity, acts of terrorism or other qualified events.
- d. Feeding requirements and needs shall be based on the severity of the disaster.
- e. The location included for this proposal is the EOC, 26571 Airport Road, Punta Gorda, FL 33982; however, the County reserves the right to add a Special Needs Shelter, by request, if needed for an emergency or disaster event. **Note: Charlotte County has a separate contract in place for all other needed locations.**
- f. Vendor shall be prepared to supply and provide service at the EOC during a lock-down period that can range from approximately 12 hours to 48 hours.

RP-19 EVENT PREPARATION AND RESPONSE: Depending on the nature of the emergency and/or disaster, the County will strive to provide at least 48 hours' notice of activation. At this time, the County shall inform the Vendors, either verbally or in writing, of the nature of the emergency, site or location(s), type of food and/or meals required, estimated quantity of food required, serving times, name and contact information for the County's liaison, and other relevant information.

- a. The Vendor shall provide all food and beverage services during activation as described herein, beginning within 24-hours after notice by the County, unless the County provides for a longer response time with request.
- b. The County shall provide the Vendor an e-mail providing 24-hour notice to the extent possible to shut down operations. At that time, the County will coordinate with the Vendor the safe and appropriate termination of operations. The County liaison shall also identify and provide the Vendor any clean-up requirements.
- c. Vendor must understand, that depending on the nature of the disaster and/or emergency, normal food suppliers and/or fuel providers in the area may be closed or inoperable and shall prepare accordingly to ensure services as requested herein are met to their full expectations.

RP-20 COUNTY RESPONSIBILITIES:

- a. County shall provide site or location for set up and operation.
- b. County shall provide an estimated daily count for all meals to be provided at each site and/or location.
- c. County shall appoint a primary County liaison and/or point of contact.
- d. County shall notify the Vendor promptly of any cancellation and/or changes.
- e. Vendor shall include in their proposal what their meal cancellation policy process is.
- f. EOC Facility Kitchen - Vendor shall have full access to the EOC kitchen, which has limited food preparation and cooking capabilities as described below. Vendor may use the onsite kitchen; however, it is not required that food be prepared onsite.
- g. The following is a list of EOC Facility Kitchen equipment available for Vendor use:
 - Two (2) Combo Fridge/Freezers
 - Freezer
 - Four-Slice Toaster
 - Two (2) Microwaves
 - Deep Basin Sink
 - Prep Counter
 - Large Ice maker
 - Bunn Titan Coffee Machine
 - One (1) Dumpster
 - Recycle Dumpster

RP-21 VENDOR RESPONSIBILITIES:

- a. Vendor shall obtain all licenses and/or permits required, in its business name and at their own expense, prior to the start of operations.
- b. All meals shall be prepared under National, State, and Local health safety and sanitary conditions. If the food is served in and / or from Mobile Food Dispensing Vehicles, Vendor must provide a copy of license and shall meet the minimum specifications as required in section 61C4.0161, Florida Administrative Code, Chapter Public Food Service Establishments. <https://www.flrules.org/gateway/chapterhome.asp?chapter=61c-4>.
- c. Vendor shall comply with all Federal, State, and Local guidelines governing health and food service sanitation.
- d. Vendor shall provide all management, supervision, labor, materials, supplies, and any additional equipment needed to establish and operate a food service facility for dispensing food and beverages. Service shall be prompt, efficient, sanitary, and courteous and avoid any undue interference with the operation of the facility in which services are provided. The variety, menu, and appearance of food shall be consistent with food service industry standards.
- e. Vendor shall provide an adequate number of employees to operate the site based on the number of meals being served. The Vendor's employees shall be clean and courteous to the public. Employees must have a current health department certification and have completed all required instructions and medical requirements.
- f. Vendor shall maintain current health inspection records as applicable and required for the services provided herein.
- g. Vendor shall provide proper containers (microwave-safe for boxed hot meals) and utensils for all meals. Recyclable materials shall be used when commercially available.
- h. The Vendor shall furnish all items required for service, including, but not limited to, dishes, glassware, utensils, serving spoons, food tables, chafing dishes, beverage urns, hot / cold cups, napkins, and condiments in single serve packets.
- i. Vendor shall maintain adequate supplies on hand and shall be responsible for re-stocking all supplies.
- j. Vendor shall promptly dispose of all refuse and waste material, created by the Vendor's operation, after each meal service. Trash removal and cleaning of kitchen shall be the Vendor's responsibility.
- k. Vendor is prohibited to serve leftovers.
- l. All leftover meals purchased by the County shall become the property of the County, and therefore, shall remain with the County after each meal service.
- m. Vendor shall box up, label, and date leftovers and leave in the County refrigerator(s).
- n. Vendor's invoice must itemize the actual meal count and reflect the firm fixed contract price per meal. Additionally, the invoice must itemize the actual meal count per location and / or department, employee name, and reflect firm fixed price for each meal.
- o. Vendor shall provide emergency contact telephone numbers that will allow twenty-four (24) hours, seven (7) days per week contact.
- p. Vendor shall appoint one of its employees as the primary liaison and key contact for approval by the County during an active event.

RP-22 MEAL REQUIREMENTS:

- a. During an event, the Vendor shall provide a daily menu that includes foods that are visually appealing, appetizing, and nutritionally sound. Three (3) nutritional and well-balanced meals per day (breakfast, lunch, and dinner) shall be required. An additional late service meal shall be required for 24-hour activation operations. In the event of this additional late service, the County will notify the Contractor 24 hours in advance.
- b. Each meal served shall include the USDA recommended servings of protein, grains, fruits, and vegetables.
- c. Breakfast shall consist of a standard portion of protein, fruit, and dairy, and served as a hot meal with cold meal choices.
- d. Lunch, dinner, and late shift meals shall contain an entree of either meat, or pasta and include a salad option.
- e. Vendor shall only be required to provide one (1) entree per meal.
- f. All meals shall be a minimum of one and one-half (1 ½) serving size.
- g. Vendor shall ensure availability to supply four (4) 16 oz. bottles of water per person, per day.
- h. Consideration must be given to providing a variety of goods at each meal to ensure a choice for special dietary needs (i.e. vegetarian, diabetic, kosher, gluten free) upon notice.
- i. Boxed meals shall include a deli style sandwich, bag of chips, piece of fruit, cookie, napkin, and bottle of water. Similar items are acceptable upon approval by the County.
- j. Vendor shall provide insulated ice packs for use in boxed meals as appropriate.
- k. Vendor shall make available coffee and tea service with paper cups, sugar, creamer, stirrers on a 24/7 basis. Coffee (caffeinated and decaffeinated) shall be brewed onsite. Hot water and tea bags shall be made available.
- l. All materials required to brew and consume coffee, and tea shall be provided by the Vendor, including, but not limited: coffee, filters, paper cups, sugar, sugar substitute, creamer, and flavored creamer.
- m. Vendor shall make available at the County's request the following items: soft drinks (cans and/or bottles), regular and diet, iced tea, juice, milk, lemonade, and snacks (chips, crackers, cereal bars, nuts).

RP-23 MEAL COUNT PROCESS: Vendor shall track each meal consumed and shall be responsible for managing the distribution process to ensure each person served is being accounted for and an accurate meal count is provided to the County following each meal. Tracking shall be accomplished through a monitored paper-based signature process or by electronic means. The meal count shall be provided to the County no later than two (2) hours after each meal is complete. The number of meals counted shall be recorded and reconciled between the County and Vendor at the end of each meal.

RP-24 PRICE PER MEAL: Vendor's price per meal shall include the actual labor costs and total cost of doing business, including, but not limited to the following charges:

- Overhead
- Set-up and tear-down costs
- Profit
- Travel, Lodging, and travel time
- Service charges and surcharges
- Gratuities
- Delivery
- Potable water
- Fuel cost (propane, gas, diesel, electric)
- Generators to run equipment
- Food products including condiments
- Transportation
- All necessary catering and miscellaneous equipment
- Refrigeration equipment
- Serving items, (serving dishes / chafing dishes, plates, cups, eating and serving utensils, to go containers)
- Tools
- Insurance
- Fringe benefits

RP-25 SAMPLE MEALS

Days 1 through Day 3

Breakfast:

- 4 oz. Scrambled Eggs and Egg Substitute
- 2 oz. Breakfast Meat
- 1 pc Breakfast Bread (waffle, pancake or toast)
- Butter and syrup or jam
- 12 oz. Coffee, Juice, or Milk

Snack:

- 1 ea. Muffin or Bagel
- 1 pc. Fresh Whole Fruit

Lunch

- Fresh Tossed Salad
- 4 oz. Protein -Chicken, Beef, Pork, Sandwiches
- 4 oz. Starch - pasta, potato, rice
- 3 oz. Vegetable - fresh/frozen
- 12 oz. Beverage

Dinner:

- Fresh Tossed Salad
- 6 oz. Protein - Chicken, Beef, Pork, dinner entrees
- 4 oz. Starch
- 3 oz. Vegetable
- Dessert - Cookie, or similar item
- 12 oz. beverage

By Day 4, the County will begin to transition into remaining frozen and introducing dry and canned products. These menus begin to become much simpler, and snacks are now dedicated for workers only.

Day 4

Breakfast:

Hard Boiled Egg
4 oz. Dry Cereal or Hot Cereal
3 oz. Canned Fruit and or Yogurt 8 oz.
Coffee or Water

Snack:

1 ea. Granola Bar, Cheese, Dried Fruit or Bags of Chips

Lunch:

Carrot Sticks or Celery Sticks
Deli Sandwich
Chips
12 oz. Beverage

Dinner:

8 ounces Entree - Lasagna, Pasta Bake, Raviolis
3 oz. Frozen or Canned Vegetable
12 oz. Beverage
Dessert

Day 5 through 7, these menus are very basic and are at this time meant to sustain nutrition through shelf stable product.

Day 5 through 7

Breakfast:

4 oz. Dry Cereal or Hot Cereal
3 oz. Canned Fruit and / or Yogurt 8 oz.
Water, Coffee if available

Snack:

1 ea. Granola Bar, Cheese, Dried Fruit or Bags of Chips

Lunch:

8 ounces Soup or Chili
1 pc Roll or Bread
3 oz. Vegetable -fresh/frozen
12 oz. Beverage

Dinner:

8 ounces Entree - Lasagna, Pasta Bakes, Raviolis, Tuna Casserole
3 oz. Frozen or Canned Vegetable
12 oz. Beverage

END OF PART II

PART III FEMA PROVISIONS

The projects, programs, and activities to be completed under this Agreement are fully or partially funded by Federal funding, grants and/or disaster assistance from various federal and state agencies including, but not limited to, the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). Therefore, consultants, contractors and their subcontractors (hereinafter referred to as “Contractor”) will be required to comply with the applicable provisions of 2 C.F.R. Part 200, Appendix II and with the following provisions, **as applicable**. The Contractor shall require compliance with all applicable federal requirements as may be required by 2 C.F.R. Part 200, Appendix II, and as are listed below, of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Subcontractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of

1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ADDITIONAL FEDERAL REQUIREMENTS

To the extent applicable to the services and/or goods provided under this Agreement, Contractor and any of its subcontractors used as part of this Agreement, expressly agree to adhere to the following provisions, as required:

Activities Abroad. Contractor agrees that with regard to activities undertaken pursuant to this Agreement, such activities carried on outside the United States are coordinated as necessary with appropriate government authorities and the appropriate licenses, permits, or approvals are obtained.

Controlled Substances. Contractor agrees that it shall not knowingly use funds provided under this Agreement to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

Human Rights. Contractor assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services or habilitation under programs assisted under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s.

6009, the federal Developmental Disabilities Assistance and Bill of Rights Act, and s. 393.13, Fla. Stat., Florida's Bill of Rights of Persons with Developmental Disabilities.

Restrictions on Abortion and on Distribution of Sterile Needles. Contractor agrees that it shall not use funds provided under this Agreement for an abortion. Further, Contractor agrees that funds shall not be used to carry out any program of distributing sterile needles or syringes for hypodermic injection of any illegal drug.

U.S. Flag Air Carrier. Contractor agrees that as it pertains to the services provided under this Agreement, U.S. flag air carriers shall be used to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries.

U.S. Patriot Act; Public Health Security & Bioterrorism Preparedness & Response Act. Contractor will comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) amending 18 U.S.C. 175-175c.; The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201.

Trafficking Victims Protection Act. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this Contractor Agreement is in effect; (2) procuring a commercial sex act during the period of time that this Contractor Agreement is in effect; or (3) using forced labor in the performance of the Contractor services under this Contractor Agreement. This Contractor Agreement may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

Gun Control – Consolidation Appropriations Act, 2017, Pub. L. 115-31, Section 217. None of the funds made available under this Contractor Agreement may be used in whole or in part to advocate or promote gun control.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contractor Agreement Act (33 U.S.C. 1251-1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Procurement of Recovered Materials. Contractor and any subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the

performance of this Agreement and to the extent practicable, the Contractor and subcontractor are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247.

Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. s.180.995) or its affiliates (defined at 2 C.F.R. s. 180.905) are excluded (defined at 2 C.F.R. s. 180.940) or disqualified (defined at 2 C.F.R. s 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Charlotte County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition to remedies made available to Charlotte County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transaction.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this Agreement, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin; (3) The contractor 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 the contractor's legal duty to furnish information; (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (5) The Contractor 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; (6) The Contractor 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 their 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.; (7) In the event of the Contractor'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 Contractor 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 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; (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subcontractor or vendor. The Contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the

interests of the United States.

Domestic Preference for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in this Agreement, Contractor shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Prohibition on certain telecommunications and video surveillance services or equipment. In accordance with 2 CFR 200.216, Contractor and any subcontractors are prohibited to obligate or spend federal funds to: (1) procure or obtain, (2) extend or renew a Contractor Agreement to procure or obtain; or (3) enter into a Contractor Agreement to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections. The National Defense Authorization Act of 2013 extending whistleblower protections to Contractor employees may apply to the Federal grant award dollars involved with this Agreement.

Federal Funding Accountability and Transparency Act (FFATA). In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the

compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-54r

Sub Agreements/Assignments and W/MBE. Contractor shall not subcontract, nor assign this Agreement, or any part of the services provided under this Agreement, without prior written consent of County. In accordance with 45 CFR s. 75.330 and 2 CFR s. 200.321, Contractor acknowledges that if it subcontracts any work pertaining to this Agreement, it will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative Steps include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Davis-Bacon Act: For all construction contracts and other projects, if applicable, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Contractor and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors are required to pay wages not less than once a week. If the federally funded award contains Davis Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations of the Davis-Bacon Act to the County.

Copeland Anti Kick Back Act: Contractor and its subcontractors shall comply with all the requirements of

the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier contracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. s. 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708 and 29 C.F.R. §§ 5.5 (b)(1)-(4). Contracts awarded in excess of \$100,000 that involve the employment of mechanics and laborers must be in compliance with 40 U.S.C. ss.3702 and 3704, as supplemented by the Department of Labor Regulations in 29 C.F.R. Part 5.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract

or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

Byrd Anti-Lobbying (31 U.S.C s. 1352, as amended).

Contractors who apply or bid for an award of more than \$100,000 shall file the required Anti-Lobbying certification at the time of bid. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. s. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.

DHS Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Access to Records.

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

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the administrator of any other Federal grantor, or their authorized representatives, access to construction or other work sites pertaining to the work being completed under the agreement. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Charlotte County and the Contractor acknowledge and agree that no language in this agreement is intended to prohibit

audits or internal review by the FEMA Administrator, any other Federal grantor, or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

No Obligation by Federal Government.

The federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

Program Fraud and False or Fraudulent Statements or Related Acts.

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

Copyright and Data Rights.

The Contractor grants to Charlotte County a paid-up royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the agreement but not first produced in the performance of this agreement, the Contractor will identify such data and grant to Charlotte County or acquire on its behalf a license of the same scope as for data first produced in the performance of this agreement.

Remedies.

Unless otherwise provided by the agreement, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to the agreement, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

Termination for Cause or Convenience.

The County may terminate the agreement at any time, for cause or convenience, by providing written notice to the Contractor, of determined by the County to be in the County's best interest. If the agreement is terminated, the Contractor shall be paid for all work actually performed, and all costs actually incurred prior to contract termination.

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Contractor and its subcontractors, to the extent applicable, shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

- 1.The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
- 2.The Endangered Species Act (16 U.S.C. § 1531 et seq.)
- 3.Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- 4.Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
- 5.The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
- 6.National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
- 7.Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
- 8.The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
- 9.Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
- 10.Executive Order 13112 (“Invasive Species”)
- 11.The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12.The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13.The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14.The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15.The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16.The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18.Rivers and Harbors Act (33 U.S.C. § 407)

19.Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20.Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21.Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22.Pursuant to 2 CFR §200.322, Contractor and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF PART III

**PART IV
PROPOSAL FORMAT & EVALUATION METHOD**

RP-26 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:

- Ellen Pinder, Emergency Management Coordinator, Public Safety
- Jackie Stevens, Manager, Peoples Operations
- Stephen Kipa, Real Estate Services Manager, Budget and Administrative Services

RP-27 SELECTION CRITERIA: The County may select proposals from multiple contractors. All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. Suppliers shall be aware that the County will review the proposals using the format outlined in the Evaluation Criteria below.

RP-28 EVALUATION METHOD AND SELECTION 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 and Submittal Requirements**. As mentioned in **Proposal Format**, the proposals should be prepared using the format outlined in the Evaluation Criteria below.

B. Selection - The Professional Services Committee shall evaluate the proposals submitted. Final approval will be by the Board of County Commissioners.

Award shall be made to the firm that, in the County's judgment, best meets the criteria specified below and which, in the County's opinion, best accommodates the County's needs and interests. The decision shall rest SOLELY with the County and the County reserves the right to modify or reject any proposal submitted to it for consideration. With 100 being a perfect score, submittals will be awarded based on the following formula:

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
A. Proposal Responsiveness: The responsiveness and completeness of the proposal.	1-10
B. Firm's Ability to Respond: Proposer's ability to respond when services are requested. Proposer's current obligations/work commitments and quality of work.	1-15
C. Resources: Resources, equipment, food, supplies, and personnel available to perform the required services to provide water, drinks, food, on-site preparation and supplies	1-20
D. Experience and References: Past experience to provide services during emergency-related events as required by this RFP including all references	1-25
E. Cost Proposal: Net overall cost to the County for the proposed services. (Cost shall be considered in proposal evaluations but shall not be the sole determining factor).	1-30
<u>TOTAL POSSIBLE POINTS</u>	100

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.

NOTE: Must include all travel related expenses, any other relevant out of pocket expenses. The County does not provide reimbursable expenses.

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

01/06/26	County advertises for proposals
02/03/26	Proposal due date
02/17/26	Professional Services Committee short lists firms

END OF PART IV

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

END OF PART V

(This form must be completed & returned)

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 any 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 an 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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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 Section 1352, Title 31, U.S.C. 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.

Date

Type or Print Name

Signature

Title

(This form must be completed & returned)