

#### PURCHASING DIVISION

Charlotte County Administration Center 18500 Murdock Circle, Suite 344 Port Charlotte, Florida 33948-1094

> Phone 941.743.1378 Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: MAY 19, 2025

RE: ADDENDUM #2, RFP NO. 20250360, DON PEDRO AND KNIGHTS ISLAND NEIGHBORHOOD PLAN

PROPOSAL DUE DATE: 3:00 p.m. (EST), JUNE 6, 2025

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

#### **ITEM #1 QUESTIONS/ANSWERS**

Q1. If a firm is selected for this neighborhood plan, would that prohibit the same firm from any future CCNA infrastructure consulting work which may arise from this neighborhood plan?

A1. No.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250360. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Rhiannon Mills for

Kimberly Corbett, C.P.M., CPPB Senior Division Manager - Purchasing

KC/at

cc: Clerk File



#### PURCHASING DIVISION

Charlotte County Administration Center 18500 Murdock Circle, Suite 344 Port Charlotte, Florida 33948-1094

> Phone 941.743.1378 Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: MAY 14, 2025

RE: ADDENDUM #1, RFP NO. 20250360, DON PEDRO AND KNIGHTS ISLAND NEIGHBORHOOD PLAN

PROPOSAL DUE DATE: 3:00 p.m. (EST), JUNE 6, 2025

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

#### **ITEM # 1 QUESTIONS/ANSWERS**

- Q1. What is the stated County budget for Consulting work?
- A1. The advisory board approved \$195,000.
- Q2. What schedule of completion (if any) or critical date for completion for this Neighborhood Plan is slated for this project?
- A2. We are looking to have this update completed within 9-12 months
- Q3. I haven't been able to find this project in the 2024/25 Capital Improvement Plan, is there a "General Project Data" sheet on this project that can be forwarded in an addendum?
- A3. This isn't a Capital Improvement project, so there is no General Project Data sheet. Please be more specific about what additional information you are looking for.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250360. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Phiannon Wills for Kimberly Corbett, C.P.M., CPPB Senior Division Manager - Purchasing

KC/at

cc: Clerk File



## 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. 20250360 DON PEDRO AND KNIGHT ISLAND NEIGHBORHOOD PLAN

It is the intent of Charlotte County to seek professional services for a firm to convene four community input sessions and deliver a neighborhood plan for Thornton Key, Palm Island, Knight Island and Don Pedro Island. The plan will reflect the desires of the majority of the community members and refrain from making professional recommendations.

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), JUNE 6, 2025 PURCHASING DIVISION CONFERENCE ROOM

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <a href="https://purchasingbids.charlottecountyfl.gov">https://purchasingbids.charlottecountyfl.gov</a> under "Purchasing Bids Online", document number 253602. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549, or email: <a href="mailto:Alisa.True@CharlotteCountyFL.gov">Alisa.True@CharlotteCountyFL.gov</a>

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

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Notice of Availability Posted: May 9, 2025



ISLAND NEIGHBORHOOD PLAN, for the following reason(s):

## 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 #20250360, DON PEDRO AND KNIGHT

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:

**Note:** Statement of No Submittal may be emailed to <u>Alisa.True@CharlotteCountyFL.gov</u>

E-Mail Address:

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## REQUEST FOR PROPOSAL DON PEDRO AND KNIGHT ISLAND NEIGHBORHOOD PLAN RFP 20250360

#### **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.**, **JUNE 6, 2025**.
- **RP-02 CONTRACT AWARDS**/: The County anticipates entering into a contract with one the (1) firm who submits 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 <a href="maileo-Alisa.True@CharlotteCountyFl.gov">Alisa.True@CharlotteCountyFl.gov</a>. 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 <a href="https://purchasingbids.charlottecountyfl.gov">https://purchasingbids.charlottecountyfl.gov</a> 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 <a href="http://bit.ly/3TYAyKa">http://bit.ly/3TYAyKa</a> 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:**

- A. In order to control the cost of preparation, submittals should be limited to a maximum of 50 pages, excluding cover letter, index, dividers, resumes, and the required forms.
- B. 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 nondiscrimination 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 \$2,000,000Each 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.
- 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.

<u>Waiver of Subrogation Rights</u> – 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.

<u>Policies Primary and Non-Contributory</u> – 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.

<u>Severability of Interests –</u> 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.

<u>Proof of Coverage</u> - Prior to the commencement of performance of services the Contractor shall furnish to the <u>County Purchasing Division</u> 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.

<u>Acceptability of insurance carrier</u> – 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".

<u>Deductibles and Self-Insured Retention</u> – 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.

<u>Failure to Procure Coverage</u> – 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.

<u>Insurance Review</u> – 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 of 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 contains 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 PROJECT DESCRIPTION:** Charlotte County is requesting proposals from qualified firms to provide the professional services required to convene four (4) community input sessions and deliver a neighborhood plan for Thornton Key, Palm Island, Knight Island, and Don Pedro Island.

The plan will reflect the desires of the majority of the community members. Awarded firm shall refrain from making professional recommendations. Awarded firm shall reference, update, and mirror the 2006 community plan as referenced in RP-21.

**RP-20 SCOPE OF SERVICES:** The awarded firm is to convene a series of public meetings to gather input for a neighborhood plan. This will be a phased project with public input meetings to occur at the beginning of each phase and at the end of each chapter prior to moving onto the next phase (phase 1, chapters 1-2; phase 2, chapters 3-5 phase 3, chapter 6-7). The meetings will require a comprehensive presentation of the review process and proposed revisions.

**RP-21 2006 COMMUNITY PLAN CONTENT:** An outline detailing the contents of each chapter of the 2006 Community Plan Content is as follows:

#### **Chapter One: Land Use**

- 1.0 Introduction/Overview
- 1.1 The Principal Land Use Regulatory Elements
- 1.1.1 Zoning Code
- 1.1.2 The Future Land Use Map Designations
- 1.1.3 The 1991 Bridgeless Barrier Island Overlay
- 1.2 Issues related to the Land Use Regulatory Elements
- 1.2.1 Inconsistencies among the Zoning Code, Future Land Use Map and the Bridgeless Barrier Island Overlay District
- 1.3 Other Existing Regulations that impact Island Property Owners
- 1.3.1 The Coastal High Hazard Area
- 1.3.2 The Waterfront Ordinance
- 1.3.3 The Transfer of Density Units Ordinance
- 1.3.4 Section 3-9-10 of Charlotte County Code "Non-conformities"
- 1.4 Lack of Preservation of Green Space
- 1.5 Build-out and Zoning Codes
- 1.5.1 Issues related to Build-Out and Zoning Codes
- 1.6 Commercial Development
- 1.6.1 Issues related to Commercial Development
- 1.7 Short-Term Rental of Residential Dwelling Units
- 1.7.1 Issues related to short-term rental of residential dwelling units

#### Chapter Two: Natural and Scenic Resources & Environmental Quality

- 2.0 Introduction/Overview
- 2.1 Preservation of Fauna/Wildlife
- 2.1.1 Sea Turtles
- 2.1.2 Manatee Protection
- 2.1.3 Gopher Tortoises
- 2.1.4 Shorebirds
- 2.1.5 Feral Iguanas
- 2.2 Preservation of Flora/Vegetation and Habitat
- 2.2.1 Issues related to the Preservation of Existing Green Space and Maintaining and Enhancing Florida Friendly Planting

- 2.2.2 Sea Grass Beds
- 2.2.3 Support of Mangrove Infrastructure
- 2.2.4 Dune Protection and Dune Re-vegetation
- 2.2.5 Removal of Exotics
- 2.2.6 Xeriscaping and Florida Friendly Plantings
- 2.3 Preservation of Water Quality
- 2.3.0 Introduction/Overview
- 2.3.1 Issues related to Water Quality
- 2.3.3 Funding for Environmental Projects

#### **Chapter Three: Navigation and Coastal Component**

- 3.0 Introduction/Overview
- 3.1 The Intra-coastal Waterway
- 3.2 Stump Pass
- 3.3 Canal and Waterway Maintenance
- 3.4 Beach Protection and Renourishment
- 3.4.1 Funding Mechanism
- **3.4.2 Groins**
- 3.4.3 Maintenance Techniques
- 3.5 Enforcement of Speed Zones
- 3.5.1 Jet-skis/Recreational Watercraft
- 3.5.2 Water Skiers
- 3.6 Docks
- 3.6.1 Public Docks
- 3.7 Interior Waterway Dredging
- 3.8 Red Tide

#### **Chapter Four: Infrastructure**

- 4.1 Transportation
- 4.1.0 Introduction/Overview
- 4.1.1 Transportation between the Island and the Mainland
- 4.1.1.1 Individually owned boats
- 4.1.1.1 Issues related to individually owned boats
- 4.1.1.2 Ferry Service
- 4.1.1.2.1 Issues related to the Ferry Service
- 4.1.1.3 Parking at the Ferry Landings
- 4.1.1.3.1 Issues related to Parking at the Ferry Landings
- 4.1.2 Transportation on the Island
- 4.1.2.1 The Roads
- 4.1.2.1.1 Issues related to the roads
- 4.1.2.2 Golf Carts (Residential Electric Vehicles)
- 4.1.2.2.1 Issues related to Golf Carts
- 4.1.2.3 The Bridges
- 4.1.2.3.1 Issues related to the Bridges
- 4.2 Water and Wastewater
- 4.2.1 Introduction/Overview
- 4.2.2 Wastewater Approach
- 4.2.2.1 Issues related to Wastewater
- 4.2.2.1.1 Development
- 4.2.1.1.2 Cost
- 4.2.1.1.3 Need
- 4.2.1.1.4 Methods/Alternatives for Wastewater Removal
- 4.2.1.1.4.1 Septic Tanks
- 4.2.1.1.4.2 Aerobic Treatment Units
- 4.2.1.1.4.3 Central Sewer
- 4.2.3 Water Approach
- 4.2.3.1 Issues related to Water
- 4.3 Other Infrastructural Elements/Services to the Community
- 4.3.1 Street Lighting
- 4.3.2 Underground Utilities
- 4.3.3. U.S. Post Office delivery of mail
- 4.3.4 Garbage, recyclable and yard waste pick-up
- 4.3.4.1 Issues related to garbage, recyclable and yard waste pick-up contract

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- 4.3.5 Mosquito Control
- 4.3.6 Island Signage
- 4.3.6.1 Issues related to island signage

#### Chapter Five: Fire, Emergency Medical Services and Disaster Planning

- 5.0 Introduction/Overview
- 5.1 Fire and Emergency Medical Services
- 5.2 Fire and Emergency Medical Services Response to the Islands
- 5.2.1 Helicopter Evacuation
- 5.2.2 Fire Hydrants
- 5.2.3 Fire Flow
- 5.2.4 Volunteer Recruitment
- 5.3 Hurricane Evacuation and Disaster Planning
- 5.3.1 Issues related to hurricane evacuation and disaster planning
- 5.3.1.1 Disaster Emergency Communication to Residents
- 5.3.1.2 Evacuation Plan
- 5.3.1.3 Ferry Evacuation
- 5.3.1.4 Re-Entry Procedures

#### **Chapter Six: Enforcement of Regulations**

- 6.0 Introduction and Overview
- 6.1 Issues related to the Enforcement of Regulations
- 6.1.1 Lack of Presence
- 6.1.2 List of Priority Issues
- 6.1.3 Lack of Awareness

#### Chapter Seven: The Future of the Island

- 7.1 More Island Control
- 7.2 Issues related to Island Control
- 7.3 Recommendations related to Island Control
- 7.4 The Future of the Community Plan

The 2006 Community Plan can be viewed here:

https://www.charlottecountyfl.gov/file/570/CommPlanPublicationVersion-4.21.2006.pdf

**END OF PART II** 

## PART III PROPOSAL FORMAT & EVALUATION METHOD

#### RP-22 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:

Elizabeth Nocheck, Senior Planner – Community Development Karlene McDonald, Operations Supervisor – Public Works, Maintenance & Operations Division JoAnn Vernon, County Engineer – Public Works, Engineering

**RP-23 PROPOSAL FORMAT:** Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on pages 16 and 17.

**RP-24 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 project manager on the project and his/her qualifications. Provide a statement indicating that the project manager 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 project manager is required identifying name, project and telephone number.

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 <a href="http://bit.ly/3TYAyKa">http://bit.ly/3TYAyKa</a> and follow given instructions.

#### **RP-25 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 14.** As mentioned in PROPOSAL FORMAT, the proposals should be prepared using the format outlined in the Consultant Evaluation Form on pages 16 and 17.

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-26 ANTICIPATED SCHEDULE:** The projected schedule of events for this proposal is as follows:

05-09-25	County advertises for proposals
06-06-25	Proposal due date
06-24-25	Professional Services Committee short lists firms

#### **EVALUATION FORM**

## CONSULTANT EVALUATION FORM CHARLOTTE COUNTY, FLORIDA

#### RFP# 20250360, DON PEDRO AND KNIGHT ISLAND NEIGHBORHOOD PLAN

Evaluation Criteria	Value	Assigned Value	Weight	Score
EAM PROPOSED FOR THIS PROJECT				
Background of the personnel				
Project Manager	1-5		X 12	
	1_5		X 12	
	1-3		X 12	
	1-5		X 12	
	. 0		7, 12	
meeting projects.				
1. What techniques are planned to assure that schedule will be met?				
2. Who will be responsible to assure that schedule will be				
met?	1-5		X 17	
Cost				
What control techniques are planned?				
, , ,				
3. Who will be responsible for cost control?				
Recent, current and projected workload				
PRESENT PROPOSED DESIGN APPROACH FOR THIS				
DJECT				
facilitation philosophy.				
Describe proposed design philosophy.	1-5		X 16	
What problems do you anticipate and how do you propose to				
Describe the projects to demonstrate.				
	1-5		X 12	
4. Any additional costs caused by design deficiencies, not				
program changes.				
	0-5		X 16	
	0-3		7 10	
Presentation of recommendations to elected officials.				
Specialized Experience.		1		
	<ol> <li>Who will be responsible to assure that schedule will be met?</li> <li>Cost</li> <li>What control techniques are planned?</li> <li>Demonstrate ability to meet project cost control.</li> <li>Who will be responsible for cost control?</li> <li>Recent, current and projected workload</li> <li>PRESENT PROPOSED DESIGN APPROACH FOR THIS OJECT</li> <li>Describe proposed community meeting organization / facilitation philosophy.</li> <li>What problems do you anticipate and how do you propose to solve them?</li> <li>Describe proposed community plan update process, including community meeting(s) organization and facilitation.</li> <li>PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED MILAR PROJECTS</li> <li>Describe the projects to demonstrate.</li> <li>Schedule control.</li> <li>Cost control.</li> <li>Dealing with difficult people, diverse opinions, and means taken to resolve issues.</li> <li>Any additional costs caused by design deficiencies, not program changes.</li> <li>DESCRIBE YOUR EXPERIENCE AND CAPABILITIES IN EFOLLOWING AREAS.</li> <li>Community meeting organization and facilitation.</li> <li>In-person and online opinion surveys</li> <li>Community plan writing and updates/revisions.</li> <li>Land use and infrastructure planning</li> <li>Land development code writing.</li> </ol>	Background of the personnel 1. Project Manager 2. Other Key Personnel 3. Consultants  PROPOSED MANAGEMENT PLAN Team Organization 1. Community Meetings 2. Community Plan Updates and Recommendations  PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR IS PROJECT Describe previous community planning and community meeting projects.  PROJECT CONTROL 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? 2. Demonstrate ability to meet project cost control. 3. Who will be responsible for cost control? Recent, current and projected workload  PRESENT PROPOSED DESIGN APPROACH FOR THIS OJECT Describe proposed community meeting organization / facilitation philosophy. Describe proposed design philosophy. What problems do you anticipate and how do you propose to solve them? Describe proposed community plan update process, including community meeting(s) organization and facilitation.  PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED MILLAR PROJECTS Describe the projects to demonstrate. 1. Schedule control. 2. Cost control. 3. Dealing with difficult people, diverse opinions, and means taken to resolve issues. 4. Any additional costs caused by design deficiencies, not program changes.  DESCRIBE YOUR EXPERIENCE AND CAPABILITIES IN EFOLLOWING AREAS. Community meeting organization and facilitation. In-person and online opinion surveys Community plan writing and updates/revisions. Land use and infrastructure planning Land development code writing.	Team   Proposed   For This   Project	International Content of the personner

VIII. VOLUME OF WORK – TOTAL OF RECEIVED FROM COUNTY WITHIN T			
\$0 - \$49,999	5 points		
\$50,000 - \$99,999	4 points		
\$100,000 - \$199,999	3 points	0-5	X 01
\$200,000 - \$349,999	2 points	0-3	701
\$350,000 - \$499,999	1 points		
\$500,000 +	0 points		
*Based upon information provided on P	roposal Submittal		
Signature Form, Magnitude of Charlotte	County Projects.		
IX. LOCATION			
Describe the Prime and Sub-Consultants responsiveness as it		1-5	X 01
relates to the firm's location to the project.			
X. LITIGATION – HAVE YOU BEEN N			
DEFENDANT OR CO-DEFENDANT IN	A LAWSUIT IN THE		
LAST FIVE YEARS?		1-5	X 01
If so, describe circumstances and outco			
Number, Case Name and Court.	_		
XI. MINORITY BUSINESS			
Certified MBE, Sub-Consultants Certified MBE, and/or Non-		Yes or No	
Certified MBE.			

**REMARKS:** The value assigned in judged on a scale of 1 through 5, with 5 being the highest possible value. The two exceptions are: **VIII. Volume of Work**; and **XI. Minority Business. Category VIII. Volume of Work** has a value of 0 through 5 as indicated, and **Category XI. 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.

**END OF PART III** 

## PART IV - SUBMITTAL FORMS PROPOSAL SUBMITTAL SIGNATURE FORM

1.	Project Team Name and Ti	tle	Years experience	City of individua work ou this proje	al will t of for	City individual's office is normally located	City of individual's residence
2.	Magnitude of Company Op	erations					
	A) Total professional service		hin last 24 month	ns:		\$	
	B) Number of similar projects						
	C) Largest single project to d					\$	
3.	Magnitude of Charlotte Co	unty Projects					
	A) Number of current or sche		ects				
	B) Payments received from t executed contracts with the 0	he County over the		(based up	on	\$	
4.	Sub-Consultant(s) (if applicable)	Location		Work to rovided	Services to be Provided		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	Addre	ess				
	Phone #	Conta	Contact Name				
	Start Date		Ending Date				
	Project Name/Description	e/Description					

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

<b>6. Minority Business:</b> The County will consider the firm's status as an MB consultants proposed to be utilized by the firm, with			Yes _ lso the status of any s	
Comments or Additional Information:				
The undersigned attests to his/her authority to submit if the firm is awarded the Contract by the County.  Proposal, Terms and Conditions, Insurance Require proposal is submitted with full knowledge and unders	The undersigned fements and any o	urther c	ertifies that he/she ha cumentation relating t	is read the Request for o this request and this
By signing this form, the proposer hereby declares th submitting a proposal pursuant to this RFP.	at this proposal is	made wi	thout collusion with ar	ny other person or entity
In accordance with section 287.135, Florida Statute: Companies with Activities in Sudan List, the Scrutinizand does not have business operations in Cuba or Sor is not participating in a boycott of Israel.	zed Companies wi	th Activi	ties in the Iran Petrole	eum Energy Sector List,
As Addenda are considered binding as if contained in receipt of same. The submittal may be considered vo				
Addendum No Dated Addendum N	No Dated		Addendum No	Dated
Addendum No Dated Addendum N	No Dated		Addendum No	Dated
),	IVIDUAL RPORATION	() ()	PARTNERSHIP JOINT VENTURE	(_) (_)
Firm Name		Teleph	none	
Fictitious or d/b/a Name		Federa	al Employer Identificati	on Number (FEIN)
Home Office Address				
City, State, Zip		Numbe	er of Years in Busines	<u> </u>
Address: Office Servicing Charlotte County, other that	an above			
Name/Title of your Charlotte County Rep.		Teleph	none	
Name/Title of Individual Binding Firm (Please Print)				
Signature of Individual Binding Firm		Date		
Email Address	<u></u>			

(This form must be completed & returned)

#### DRUG FREE WORKPLACE FORM

The un	dersigned 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 employee 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 commoditie 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 controller substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) day after such conviction.
5.	Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program 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
	<del></del>
	Date

(This form must be completed & returned)

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

#### Charlotte County Contract #20250360

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.
- 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	t.	
Signature	-	
	_	
Printed Name		
Title	-	
Nongovernmental Entity	-	
Date	_	
	END OF PART IV	
NAME OF FIRM		
	(This form must be completed & returned)	