



## 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: JULY 3, 2025**

**RE: ADDENDUM #6, RFP NO. 20250492, MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS**

**PROPOSAL DUE DATE: 3:00 p.m. (EST), JULY 8, 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. Is the minimum License for both Team Lead and Team Manager an RN?**

A1. The Medical Manager will be the role that leads the team and needs to be a Medical Doctor, Physician's Assistant, or Advanced Practice Registered Nurse.

**Q2. If MD/PA/APRN is required, do they need to be on-site or can they be remote support?**

A2. Medical Manager needs to be onsite in the event of loss of communication.

**Q3. Can proof of insurance be provided upon award, but adding "additional insured and subrogation of the County and its employees" be added upon activation? There is an annual cost for this request, yet no guarantee of an activation.**

A3. Insurance is only required from the awarded vendor.

**Q4. What are the supplies in the medical bag and what other supplies will be provided by the County?**

A4. One medical bag shall be provided to each shelter and contains the following items:

- 9 Rolls of gauze
- 10 Abdominal pads
- 4 Rolls medical tape
- 2 Cohesive bandages
- 100 Alcohol wipes
- 720 Assorted band-aids
- 30 Gauze pads
- 9 Ice packs
- Travel Meds
- 50 Antibiotic ointment
- 35 N95 masks

- 200 Small gloves
- 200 Medium gloves
- 200 Large gloves
- 100 XL gloves
- 10 Blankets
- 1 Stethoscope
- 1 BP Cuff
- 2 Tourniquets
- 1 Medical scissors and light kit
- 1 Pulse OX

No other supplies will be provided by the County.

**Q5. Is the assumption correct that Contractor staff only need self-sustaining supplies for 72 hours, personal medical equipment, i.e. stethoscope, shears, and PPE?**

A5. The Contractor staff will need to supply anything needed other than what is provided in the medical bag.

**Q6. Will the County provide all other wrap around services and supplies?**

A6. The County will supply only the items in the medical bag.

**Q7. Will an ambulance be assigned to the shelter or will 911 be the additional medical support?**

A7. No, an ambulance will not be assigned to the shelter. One will be available when requested to transport.

**Q8. Transportation and lodging is the responsibility of Contractor, but it is identified as an Allowable Cost. Do I understand it is the contractor's responsibility to manage, but that it is a billable expense?**

A8. Please see Addendum #4. Staff can stay in the shelter with other County staff in quarters assigned to them away from general population.

**Q9. You want an hourly rate for each position and they are to be inclusive. Can you define what your definition is of inclusive and what items fees can be invoiced above and beyond the hourly rate, i.e. Mobilization/demobilization Fee**

A9. Transportation and lodging are to be incorporated into the hourly rates. If there are any other expenses associated with these services, please identify in your proposal under the cost section.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250492. Firms are required to acknowledge receipt of this addendum on their proposal forms.

*Kimberly Corbett*

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

KAC/rm

cc: Professional Services Committee  
Clerk  
File



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Phone 941.743.1378  
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**TO: PROSPECTIVE PROPOSERS**

**DATE: JULY 1, 2025**

**RE: ADDENDUM #5, RFP NO. 20250492, MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS**

**PROPOSAL DUE DATE: 3:00 p.m. (EST), JULY 8, 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: Who is responsible for providing the medical supplies, equipment, medication, disposables, etc.?**

**A1:** We provide a basic medical bag. The firm will need to supply additional PPE and then how to dispose of the biohazard waste.

**Q2: Regarding the Scope of Services – Part II: The RFP outlines both Staffing and Services components. Could you please clarify whether it is mandatory to bid on both components, or is it permissible to submit a proposal for only the Staffing portion?**

**A2:** This Request for Proposal is for Medical Support Staffing Services for Disaster Shelters and is not two separate components. RP-21 Services further describes the staffing requirements in RP-20 Staffing.

**Q3: With reference to Section RP-24 Lodging and Transportation: Could you confirm whether this requirement applies solely to the Services component, or is it applicable to both Staffing and Services components of the engage?**

**A3:** Yes. They are the same contract

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250492. Firms are required to acknowledge receipt of this addendum on their proposal forms.

*Kimberly Corbett*

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

KAC/rm

cc: Professional Services Committee  
Clerk  
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**TO: PROSPECTIVE PROPOSERS**

**DATE: JUNE 27, 2025**

**RE: ADDENDUM #4, RFP NO. 20250492, MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS**

**PROPOSAL DUE DATE: 3:00 p.m. (EST), JULY 8, 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: Please clarify if the travel requirements in the RFP are based on GSA rates.**

**A1:** Travel cost shall be inclusive and incorporated into the hourly rate.

**Q2: On page 12, RP-27, Section C, Approach, the County states, "4. Compensation - Provide proposed fees using the form provided. However, Section D, Cost Proposal states, "D. Cost Proposal: Cost submitted and associated with the services." Please clarify the difference between the Compensation and Cost Proposal sections, and the information the County wishes to see in which section.**

**A2:** Please delete Item 4, in Section C of RP-27, on page 12. All costs submitted should be incorporated into Section D, Cost Proposal, of RP-27.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250492. Firms are required to acknowledge receipt of this addendum on their proposal forms.

*Alisa True for*

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

KAC/rm

cc: Professional Services Committee  
Clerk  
File



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Phone 941.743.1378  
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**TO: PROSPECTIVE PROPOSERS**

**DATE: JUNE 23, 2025**

**RE: ADDENDUM #3, RFP NO. 20250492, MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS**

**PROPOSAL DUE DATE: 3:00 p.m. (EST), JULY 8, 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: The RFP states the Medical Manager is an RN – does that need to be changed to MD or mid-level provider?**

**A1:** No, RN is the minimum requirement, MD or mid-level could be offered by proposers.

**Q2: Can pricing be submitted as an all-inclusive hourly rate, or do you need it separated out to components?**

**A2:** Firms should provide pricing per position, not an all-inclusive rate for a group of positions.

**Q3: Is there a provision for standby time when employees are still at the shelter but can be called back to work at any time?**

**A3:** There is not.

**Q4: Do they sign in at each shelter or can we utilize our own time clocks?**

**A4:** They would do both.

**Q5: Is this being billed through FDEM or FEMA or are we billing the County directly?**

**A5:** Direct billing to Charlotte County.

**Q6: Do you need any of our internal staff to locate to the Charlotte County EOC prior to the storm's arrival?**

**A6:** We do not.

**Q7: Will all staff be demobilized at the same time?**

**A7:** The County would demobilize a facility at the same time, but we might not demobilize all the facilities at the same time. For example, if we have seven shelters open, we may only close three shelters.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250492. Firms are required to acknowledge receipt of this addendum on their proposal forms.

*Kimberly Corbett*

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

KAC/rm

cc: Professional Services Committee  
Clerk  
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Fax 941.743.1384

**TO: PROSPECTIVE PROPOSERS**

**DATE: JUNE 18, 2025**

**RE: ADDENDUM #2, RFP NO. 20250492, MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS**

**PROPOSAL DUE DATE: 3:00 p.m. (EST), JULY 8, 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: In RP-20 Staffing, the RFP states "The team shall be led by one of the following licensed medical providers: Medical Doctor, Physician's Assistant, or Advanced Practice Registered Nurse." Is this position separate from the Team Position Defined - Medical Manager?**

**A1:** The Medical Manager will be the role that leads the team and needs one of those certifications.

**Q2: In RFP-20 Staffing, b. Pre/During, what are the anticipated shift schedules for the lead (Medical Doctor, Physician's Assistant, or Advanced Practice Registered Nurse)?**

**A2:** The Awarded Firm would make the schedule we would require we have the coverage requested as all times. However, they decide to staff it is up to them. Staff will be expected to stay throughout the storm/incident to ensure coverage.

**Q3: Will the County please define required and preferred licenses and certifications? Additionally, please verify this is at the corporate level.**

**A3:** The license with each specific function would need the correct credentials as part of the team that is deployed. For example, an RN would need the correct license/ certifications to provide that service..

**Q4: Are there any specific requirements in regard to mental health providers/professionals such as Age, gender? i.e. requirement to staff both Male and Female mental health providers for sensitive situations.**

**A4:** There are not requirements, but best practices on care would recommend having both. It would be preferred if teams were able to provide that level of care.

**Q5: What format or layout will the provided Medical Facilities be delivered in? Can Contractor expect hard-side containerized facility or medical field tent?**

**A5:** This would be incident dependent. In a shelter/reunification center situation it could be in a classroom, cafeteria, office, or other area designated by the county lead at the facility.

**Q6: Will Contractor be required to provide disposal and haul-off of medical waste or biohazard material?**

**A6:** Yes, we do not have the capability to remove this type of waste.

**Q7: Will the Contractor be allowed to provide self-sufficient on-site lodging for medical personnel?**

**A7:** Yes. However, if they are providing service during an event that prohibits staff from being in the elements they would be expected to stay onsite.

**Q8: Is there a scenario or performance period to base the cost proposal on?**

**A8:** Pay structure should be hourly rates, as there is no way to determine how long a time period could be when services are needed.

**Q9: What is the anticipated date of award?**

**A9:** This would be placed on a Board agenda in September for approval.

**Q10: Will the County please define the Key Personnel who resumes are required for?**

**A10:** This was answers in Addenda #1, Q4, but to further define management staff, the County is looking for resumes for Medical Manager/Team Leads.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250492. Firms are required to acknowledge receipt of this addendum on their proposal forms.

*Kimberly Corbett*

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

KAC/rm

cc: Professional Services Committee  
Clerk  
File





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

Phone 941.743.1378  
Fax 941.743.1384

**TO: PROSPECTIVE PROPOSERS**

**DATE: JUNE 13, 2025**

**RE: ADDENDUM #1, RFP NO. 20250492, MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS**

**PROPOSAL DUE DATE: 3:00 p.m. (EST), JULY 8, 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: Is this a new initiative? If so, could you kindly confirm the names of the current incumbents and contract budget?**

**A1:** New RFP for Charlotte County.

**Q2: What is the allocated budget for this RFP?**

**A2:** Since this is for Emergency Response on an 'as needed basis", there is no established budget specifically for this service.

**Q3: Is there a preference for local vendors for this project?**

**A3:** No local preference.

**Q4: Could you please confirm whether candidate resumes are required as part of the proposal? If so, would you prefer actual candidate resumes or sample resumes at this stage of the process?**

**A4:** Sample resumes would be appreciated for management staff.

**Q5: Are there any pain points or issues with the current vendor(s)?**

**A5:** N/A.

**Q6: We would appreciate your guidance on the appropriate format for the cost proposal.**

**A6:** Proposers can layout their pricing proposal per their own pricing schedule format.

**Q7: Could you kindly provide the compensation form mentioned in the RFP? It appears to be missing from the documents we received.**

**A7:** On page 12, RP-27, Item C, #4, please delete "using the form provided", Charlotte County does not have a form to provide.

**Q8: Do we need to submit Certificate of Insurance with the response?**

**A8:** No, only awarded firm will provide.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250492. Firms are required to acknowledge receipt of this addendum on their proposal forms.



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

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cc: Professional Services Committee  
Clerk  
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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. 20250492**  
**MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS**

Charlotte County is seeking proposals from qualified firms to provide emergency medical support staffing services in assigned Charlotte County shelters or disaster sites in accordance with Federal Emergency Management Agency, State of Florida, and local standards.

**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), JULY 8, 2025**  
**PURCHASING DIVISION CONFERENCE ROOM**

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 252312. Any questions can be answered by contacting Rhiannon Mills, Senior Contract Specialist at 941.743.1374, or email: [rhiannon.mills@charlottecountyfl.gov](mailto: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: June 4, 2025



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

Phone 941.743.1378  
Fax 941.743.1384

## STATEMENT OF NO SUBMITTAL

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

We, the undersigned, have declined to submit on requested commodity/service **RFP #20250492, MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS**, 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 [rhannon.mills@charlottecountyfl.gov](mailto:rhannon.mills@charlottecountyfl.gov)

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**RFP NO. 20250492**

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**REQUEST FOR PROPOSAL  
MEDICAL SUPPORT STAFFING SERVICES FOR DISASTER SHELTERS  
RFP 20250492**

**PART I - INSTRUCTIONS**

**RP-01 INTENT:**

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

B. **Time and Date Due** - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **3:00 p.m., JULY 8, 2025.**

**RP-02 CONTRACT AWARDS/TERM OF CONTRACT:** The County anticipates entering into a contract with one (1) firm, or multiple firms, who submit the proposal judged to be most advantageous to the County. **The term of the contract will be effective from date of award, through and including December 31, 2028, with two (2) one-year renewal(s) at the same prices, terms and conditions, by mutual consent.** 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 [rhannon.mills@charlottecountyfl.gov](mailto:rhannon.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 its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident, bodily injury or disease	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

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

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
- b. Estimated Projection Construction Cost from **\$10,000,000 to \$19,999,999**

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
- c. Estimated Projection Construction Cost from **\$20,000,000 to \$40,000,000**

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000



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

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

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

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

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

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

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

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

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

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

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

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

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

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part 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 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](mailto:RECORDS@CHARLOTTECOUNTYFL.GOV), 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.**

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

**END OF PART I**

## PART II SCOPE OF SERVICES

RP-19 PURPOSE: The County is seeking a qualified professional firm to provide emergency medical support staffing services ("teams") in assigned Charlotte County shelters or disaster sites in accordance with Federal Emergency Management Agency (FEMA), State of Florida, and local standards.

- Medical staffing augmentation as noted below in the staffing breakdown.
- Mental health professionals as noted in the staffing breakdown.

References of Federal Emergency Management Agency (FEMA), State of Florida, and local standard:

- FEMA Shelter Field Guide, P-785 [https://www.nationalmasscarestrategy.org/wpcontent/uploads/2015/10/Shelter-Field-Guide-508\\_f3.pdf](https://www.nationalmasscarestrategy.org/wpcontent/uploads/2015/10/Shelter-Field-Guide-508_f3.pdf)
- Florida Statewide Emergency Shelter Plan, current version [https://www.floridadisaster.org/dem/response/infrastructure/statewide-emergency-shelter plan/](https://www.floridadisaster.org/dem/response/infrastructure/statewide-emergency-shelter-plan/)
- Florida State Statue 381.0303 – Public Health General Provisions [http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App\\_mode=Display\\_Statute&Se arch\\_String=special+needs&URL=0300-0399/0381/Sections/0381.0303.html](http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=special+needs&URL=0300-0399/0381/Sections/0381.0303.html)
- Florida Administrative Code and Florida Administrative Register Ref.-08031 (Section 64-3.015 - Special needs Shelter Guidelines) <https://flrules.org/gateway/reference.asp?No=Ref-08031>

### RP-20 STAFFING:

#### A. General:

1. The team shall be led by one of the following licensed medical providers: Medical Doctor, Physician's Assistant, or Advanced Practice Registered Nurse. The team lead must be able to communicate effectively in English with County staff and public. Spanish language capability would be advantageous but is not required.
2. The team shall augment the shelter team which is filled locally and is led by a County shelter manager or appointed lead.
3. The team shall provide care for citizens who require medical attention, including but not limited to the general public, functional needs, and Persons with Special Needs.
4. Each team shall consist of the following personnel as outlined below (1 shift = 12 hours).
5. Team Positions Defined:
  - a. Medical Manager shall be a licensed Registered Nurse (RN) in good standing, with current and active licensure. The Medical Manager will be responsible for overseeing the planning, coordination, and execution of medical operations within the scope of Shelter Operations. This role requires demonstrated leadership in clinical settings, strong organizational skills, and the ability to operate in dynamic environments, including emergency or disaster-related incidents. Minimal qualifications: Active and unrestricted RN license, Strong knowledge of public health principles and medical surge operations and experience working with multi-agency coordination or emergency management is preferred.
  - b. Care Nurse shall be a licensed RN that uses their clinical expertise to manage and coordinate care, aiming to improve outcomes, reduce hospitalizations, and support patients and families through health challenges. The RN credential ensures they have the training and licensure required to provide clinical oversight and decision-making.
  - c. Care Assistant shall be a Certified Nursing Assistant (CNA) that provides basic, hands-on care to patients under the supervision of a RN or Physician.
  - d. Mental Health Provider in a shelter setting plays a critical role in supporting the emotional, psychological, and behavioral needs of individuals impacted by a crisis or displacement—such as natural disasters, mass care events,

or emergency evacuations. This professional ensures that residents receive appropriate mental health support during a highly stressful and often traumatic time. Minimal qualifications: Licensed Mental Health Professional (e.g. Licensed Clinical Social Worker, Licensed Mental Health Counselor, Licensed Professional Counselor) with experience in trauma-informed care, crisis counseling, and working with diverse populations. Plus, the Understanding of disaster mental health principles (FEMA, Red Cross, or SAMHSA training preferred).

**B. Pre/During:**

1. Special Needs Shelter – Per location – Planning for up to two (2) locations:
  - a. Medical Manager (RN): Two (2) Team Leads (one (1) day shift and one (1) night shift)
  - b. Care Nurse (RN): 18-24 (Split evenly between day/night shift)
  - c. Care Assistants (CNA) 4-6 (Split evenly between day/night shift)
  - d. Mental Health Provider 2-4 (Split evenly between day/night shift)
2. General Population Shelter – Per location – Planning for up to six (6) locations
  - a. Medical Manager (RN): Two (2) Team Leads (one (1) day shift and one (1) night shift)
  - b. Care Nurse (RN) 4 (Split evenly between day/night shift)
  - c. Care Assistants (CNA) 4 (Split evenly between day/night shift)
  - d. Mental Health Provider 2-4 (Split evenly between day/night shift)

**C. During/Post:**

1. Emergency Operations Center
  - a. Mental Health Provider, quantity two (2) - day shift

**D. Post - Other Sites as needed (To include Fire/EMS and Staff Needs)**

1. Mental Health Provider, quantity four (4) - day shift
2. Medical support personnel shall provide proof of appropriate licensure at time of deployment and perform within their licensed scope of practice.
3. Contractor employees and subcontractors shall be identifiable with a type of uniform provided by Contractor, identifying the Contractor (and his/her title as appropriate: e.g. Dr., RN).
4. The Team shall coordinate work in conjunction with Charlotte County Mass Care, Office of Emergency Management, or delegated appointee.

**RP-21 SERVICES:**

- A. All employees and sub-contractors of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction. Use of sub-contractors must be approved by the County.
- B. The Contractor shall provide all personnel and equipment necessary to perform the services described below:
  1. Staff and operate shelters for medically dependent people.
  2. Integrate and collaborate with shelter general support team.
  3. Shelter medical support teams shall be prepared to operate in an austere post-disaster environment:
    - a. Contractor shall deploy with appropriate materials to house team on-site including bedding, cots, personal care items.
    - b. Contractor shall deploy with 72 hours of meals and water for team.
    - c. Contractor shall deploy with computing and printing capability not dependent on internet services.
  4. Communicate and coordinate directly with Charlotte County Mass Care, Office of Emergency Management, or delegated appointee.

5. Medical teams must be prepared to provide on-demand services in a shelter environment before, during, and after an event. For extended operations, rotations and rest breaks will be coordinated through the Office of Emergency Management to ensure continuity of care and staff well-being.
6. Provide team level activity log (FEMA ICS Form 214 or approved equivalent) at the end of each shift to the County.

**RP-22 ASSIGNMENT OF WORK:**

- A. Service requests will be dispatched by the County by means of a telephone call or email. Contractor shall verbally respond to each request for Standard service within eight (8) hours of initial notification.
- B. The requests will be assigned rotationally. If the first Contractor contacted is unable to do the work, the work order will be issued to the second Contractor.

**RP-23 ACTIVATION AND DEPLOYMENT:**

- A. Teams shall arrive and check-in at designated location(s) within 48 hours of notification.
- B. Teams shall check-in as a complete unit. Contractor is responsible to coordinate mobilization and arrival. Individual check-in for contracted medical support team will not be accepted.
- C. Teams shall begin operations at assigned locations within 12 hours of team check-in.
- D. The County may request additional teams from any vendor if the need arises.

**RP-24 LODGING AND TRANSPORTATION:**

- A. Off-site lodging is acceptable for Contractor personnel POST Storm, if available.
- B. Lodging and rental cars shall be the responsibility of the Contractor.
- C. Transportation arrangements are the responsibility of the Contractor.

**RP-25 ALLOWABLE COSTS AND INVOICING:**

- A. Mobilization / Demobilization - Personnel, administration and transportation for team from point of departure to arrival at the shelter, lodging.
- B. Personnel
- C. Vehicles/ Local Transportation
- D. Up to two (2) meals per day per person
- E. Local lodging during activation (does not include mobilization and demobilization)
- F. Invoicing
- G. Contractor shall provide documentation and a breakdown of costs on every invoice.

**RP-26 ADDITIONAL INFORMATION:**

- A. Contractor is responsible for any damage to County or third-party property caused by the Contractor or their employees. Restitution shall be made to the County's satisfaction.
- B. Charlotte County shall provide facilities for shelter services.
- C. Charlotte County shall contract separately for general disaster shelter staffing.

- D. Charlotte County shall identify location for reporting and check-in upon contract activation, initial check-in location may not be the assigned location.
- E. Refusal to accept emergency activation may be cause for termination of the contract.
- F. Charlotte County may provide devices (radios) for communication with emergency management, Mass Care, or shelter staff.
- G. Local mobile phones will not be provided.

**RP-27 WRITTEN PROPOSALS:** The information requested in each section will be used by the Professional Services Committee to evaluate and score all proposals:

A. Qualifications:

- 1. Single page Letter of Interest summarizing Proposers qualifications.
- 2. Required and preferred Licenses and Certifications.
- 3. Resumes of key personnel, including subcontractors, demonstrating individual qualifications and experience.

B. Experience:

- 1. Narrative - Provide a narrative that describes the Proposers experience, including, but not limited to the number of years in business, pertinent capabilities, and evidence of experience and resources necessary to successfully provide the requested services.
- 2. Customer List - Provide a list of customers who have been provided services similar to the services described in this RFP in the last 5 years. Customer list should include contact information for a minimum of 1 and a maximum of 10 customers. At a minimum, include customer name, a brief description of services provided, contract start and end dates, and the name, email, and telephone number of a contact person who can verify information. When possible, include the dollar value of the contract. If unable to provide detailed information regarding private sector customers due to confidentiality concerns, provide as much information as possible for those customers.
- 3. Current Contracts – Please list all current staffing contracts and the proposer's ability to execute an additional contract/ability to augment.

C. Approach:

- 1. Project Approach - Provide a detailed project approach, including the proposed strategy for providing the requested services. Anticipated resources, including, but not limited to, staffing levels, technology and equipment should be provided.
- 2. Schedule/Timeline - Provide a graphical representation of the proposed schedule/timeline indicating major milestones and deliverables.
- 3. Organization - Provide an organizational chart identifying all key personnel and their role in providing the requested services.
- 4. Compensation - Provide proposed fees using the form provided.

D. Cost Proposal: Cost submitted and associated with the services.

**END OF PART II**

### PART III FEDERAL 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 (FAPIIS).** The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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 if this agreement.

### **Remedies.**

Unless otherwise provided by the agreement, all claims, counter-claims, 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")

- U.S.C. § 407)
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-28 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  
Mike Koenig, Resource Manager, Community Services  
Mary Shelley, Director, Human Resources

**RP-29 PROPOSAL FORMAT:** Firms shall prepare their proposals using the format outlined in the Evaluation Method and Criteria on page 21.

**RP-30 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 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:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
A. Qualifications	1-30 Points
B. Experience	1-30 Points
C. Approach	1-25 Points
D. Cost Proposal	1-15 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

**RP-31 ANTICIPATED SCHEDULE:** The projected schedule of events for this proposal is as follows:

06/04/25	County advertises for proposals
07/08/25	Proposal due date
07/25/25	Professional Services Committee short lists firms

**END OF PART IV**

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

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

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

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

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

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

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

<hr/> Firm Name	<hr/> Telephone
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<hr/> Fictitious or d/b/a Name	<hr/> Federal Employer Identification Number (FEIN)
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Home Office Address

<hr/> City, State, Zip	<hr/> Number of Years in Business
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Address: Office Servicing Charlotte County, other than above

<hr/> Name/Title of your Charlotte County Rep.	<hr/> Telephone
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Name/Title of Individual Binding Firm (Please Print)

<hr/> Signature of Individual Binding Firm	<hr/> Date
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Email Address

(This form must be completed & returned)



## DRUG FREE WORKPLACE FORM

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

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

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

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

NAME OF FIRM \_\_\_\_\_

(This form must be completed & returned)

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

**Charlotte County Contract #20250492**

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

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

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

Further Affiant sayeth naught.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Nongovernmental Entity

\_\_\_\_\_  
Date

**NAME OF FIRM** \_\_\_\_\_

(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

**END OF PART V**

**NAME OF FIRM** \_\_\_\_\_

(This form must be completed & returned)