



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 11, 2025

RE: ADDENDUM #2, RFP NO. 20250526, Water Quality Sampling and Analysis – Annual Contract

PROPOSAL DUE DATE: 3:00 p.m. (EST), July 21, 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: Would the County be willing to remove the liquidated damages language in RP-20 on Page 9 of the RFP?

A1: The County will not enforce the above provision if delay or inability to perform the work requested is due to factors beyond the Consultant's control (such as lack of materials due to widespread supply shortages). Note that the Consultant will be required to provide documentation substantiating any claims that work delays are beyond their control.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250526. 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/cas

cc: Professional Services Committee
Clerk
File



PURCHASING DIVISION

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

Phone 941.743.1378

Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: July 9, 2025

RE: ADDENDUM #1, RFP NO. 20250526, Water Quality Sampling and Analysis – Annual Contract

PROPOSAL DUE DATE: 3:00 p.m. (EST), July 21, 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: After the samples are collected and analyzed, where do they need to be sent and in what format? Is there a database that the analytical results needed to be loaded to? If so, what database and what type of format will be specified?

A1: The Contractor will be required to maintain a project data database, stored on a secure physical network or cloud server with regular backup procedures. County staff must have access to that database in order to retrieve the data as needed for review and processing. The specific database to be used, and the method for providing access to said database, are open to negotiation. As an example, the current vendor provides all information via an Access database stored on a cloud server.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20250526. Firms are required to acknowledge receipt of this addendum on their proposal forms.

A handwritten signature in black ink, appearing to read "Kimberly A. Corbett".

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

KAC/cas

cc: Professional Services Committee
Clerk
File



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

Phone 941.743.1378

NOTICE OF AVAILABILITY

REQUEST FOR PROPOSALS
CHARLOTTE COUNTY, FLORIDA

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

RFP NO. 20250526
WATER QUALITY SAMPLING AND ANALYSIS – ANNUAL CONTRACT

This is an annual contract for a firm to provide sample collection and analytical services in support of Charlotte County's ambient water quality monitoring program.

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 21, 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 255262. Any questions can be answered by contacting Rhiannon Mills, Senior Contract Specialist at 941.743.1374, or email: Rhiannon.Mills@CharlotteCountyFL.gov

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

Notice of Availability
Posted: June 23, 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 #20250526, WATER QUALITY SAMPLING AND ANALYSIS – ANNUAL CONTRACT**, for the following reason(s):

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

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Submittal may be emailed to Rhiannon.Mills@CharlotteCountyFL.gov

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RFP NO. 20250526

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**REQUEST FOR PROPOSAL
WATER QUALITY SAMPLING AND ANALYSIS – ANNUAL CONTRACT
RFP 20250526**

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 21, 2025.**

RP-02 CONTRACT AWARDS/TERM OF CONTRACT: The County anticipates entering into a contract with one (1) firm who submit the proposal judged to be most advantageous to the County. **The term of the contract will be effective from October 1, 2025, up to and including September 30, 2026, with option to renew for two (2) additional one-year terms.** The selected firm shall be required to sign a formal agreement in the standard form currently used by Charlotte County for professional services.

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

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

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

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

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

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

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

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

RP-08 PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

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

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

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

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

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

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

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

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

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

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

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

RP-14 INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000
- d. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.

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

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

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

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

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

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

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

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

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

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

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

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the

County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

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

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

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

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

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

END OF PART I

PART II SCOPE OF SERVICES

RP-19 INTENT: The purpose of this RFP is to obtain the services of a firm to provide sample collection and analytical services for Charlotte County, in support of its ambient water quality monitoring program. All data collected under this program is expected to:

- Meet all data submission requirements for Florida Department of Environmental Protection's Watershed Information Network, and
- Meet all data sufficiency requirements for inclusion in FDEP's processes for identification of impaired surface waters and TMDL development.

The Awarded Firm will coordinate with Charlotte County staff to collect samples from locations throughout the County, as described in section RP-21 and RP-22. The County will work with the selected firm to assure that data submission and sufficiency requirements described above will be met.

The intent is to describe the County's requirements, including all labor, equipment and transportation for the proper execution of the work as specified. Work described in words which, when applied, have a well-known technical or trade meaning shall refer to such recognized standards. It is understood and agreed that the firm is fully responsible for informing himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the type of equipment and facilities needed during the prosecution of the work; the general and local conditions and all other matters that can in any manner affect the performance of the work. No verbal agreement or conversation with any officer, agent, or employee of the County, before or after execution of the work, shall affect or modify any of the terms or obligations contained herein.

RP-19 CERTIFICATIONS: All analyses shall comply with all accreditation and certification requirements per the National Environmental Laboratory Accreditation Program and Department of Health (DOH) Environmental Laboratory Certification Program. Any laboratory providing analytical results as requested through this agreement must have the capability of performing all requested tests within the standardized parameters set forth by the Florida Department of Environmental Protection (FDEP) and the DOH. Laboratories generating environmental data for this project must hold certification from the DOH - Environmental Laboratory Certification Program as required under Rule 62-160.300 F.A.C. The Consultant must follow all applicable requirements described in DEP-SOP-001/01 and Rule 62-160, F.A.C.

Certifications required for the prosecution of the work shall be secured and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Consultant performs any work knowing it to be contrary to applicable laws, ordinances, rules, and regulations, he shall bear all costs arising from the performance of that work.

RP-20 GENERAL CONDITIONS: Except in an emergency endangering life or property, no extra work or change shall be made unless a written order is issued by the County. No claim for an addition to the Contract sum shall be valid unless approved in writing by the County.

All time limits specified herein are of the essence. If the Consultant refuses or fails to complete the work within the time specified or any extension thereof, the County may terminate the Consultant's right to proceed. In such event, the County may pursue the work and prosecute same to completion by any means the County finds suitable, in such case the Consultant will be liable for excess costs occasioned thereby. If the County does not terminate the right to proceed, the Consultant will continue the work, in which event, actual damages will be impossible to determine. In lieu thereof, the Consultant may be required to pay the County liquidated damages in an amount that may be up to two (2) times the cost of each test scheduled during each calendar day of delay. The same stipulation shall pertain to any delay in providing the results for any test due in a specified period of time. Liquidated damages will be based on the cost incurred by the County in suffering a delay, including all civil penalties, regulatory fines, and any other expense that was incurred as a result of the Consultant's failure to be prompt.

The expense incurred by the County due to damage incurred through the Consultant's default, shall be determined by the appropriate County department head or his designee and deducted from any monies due the Consultant.

Fees shall be established at a per-sample rate, which must include costs related to sample collection, analysis, reporting, QA/QC, and other information management activities described herein. In addition, a reduced fee will be established for "no sample" events, which occur when the contractor travels to a location with the intent to collect a sample but is unable to do so due to unsuitable sampling conditions or safety concerns. No fee will be paid for sampling events cancelled prior to the scheduled date of collection.

The County may withhold payment due to loss resulting from:

- test results qualified due to the following conditions, and no investigation or actions are taken to attempt to prevent such issues in future samples:
 - analyte concentrations reported as above the MDL within the associated blank;
 - results qualified as inaccurate, estimated, rejected, or not reported as a result of actions, events, or equipment within the Consultant's control.
- claims filed or reasonable evidence indicating probable filing of claims.

Any test and associated sample collection activity that may be requested, that the laboratory is equipped and qualified to perform but is not on the enclosed list of requested tests, shall be billed at the laboratory's established rate less the accepted discount rate agreed upon in the current Contract. Should a new test and associated sample collection activity be requested that the Consultant is not equipped and/or qualified to perform, the County shall have these tests performed elsewhere until such time the Consultant's laboratory has made arrangements to perform the test. Should the laboratory decide to not become equipped/qualified to perform the test or associated sample collection activity, the County shall exercise its prerogative to have the test performed in such a manner as is in the best interest of the County.

All samples shall be retained for a minimum of 30 days after the final analytical results are submitted in order to assure that re-analysis is possible if requested by the County. If Consultant fails to retain sample for re-analysis for 30 days, the County will not be charged for re-sampling costs.

Charges shall be invoiced as analyses are performed and associated reports submitted to the County. Reports for analyses conducted within a calendar month shall be submitted to the County no later than 45 days following the last sampling event for that month. Reports will include all records and documentation necessary to trace a sample from its point of origin through final report and sample disposal. Copies of all Chain of Custody (COC) forms, field notes, sonde calibration/verification reports, and all other relevant sample collection, custody and analysis information shall be supplied with the reports. Reports must include the results of all Quality Assurance/Quality Control (QA/QC) analyses conducted in conjunction with collection and analyses of samples collected for this contract, including but not limited to matrix spikes, duplicates, and blanks. Sample documentation and custody will follow applicable requirements described within the FDEP SOP – 001/01 and Rule 62-160, F.A.C.

All field and laboratory analytical results and associated information must be submitted in a standardized electronic format in accordance with Rule 62-40.540, 62-160.240, and 62-160.340, F.A.C., and as described within the Watershed Information Network Minimum Data Quality Standards (WIN MDQS). All information provided in this manner must be organized and formatted per WIN's data upload requirements. Information on WIN MDQS, including example template upload files, may be obtained at <http://publicfiles.dep.state.fl.us/DEAR/WIN/>.

The successful Consultant shall be required to retain all data produced in connection with this Request for Proposal for a period of five (5) years.

RP-21 SAMPLE COLLECTION LOCATION AND FREQUENCY: The Consultant shall collect surface water samples monthly at locations specified by the County. The current distribution of sample collection locations throughout the County (denoted as green circles) may be viewed at:

<https://ccgis.charlottecountyfl.gov/portal/apps/webappviewer/index.html?id=0f09906b187e49b68bdd14acc788401c>

Note sample collection locations may be adjusted prior to, and after, execution of this contract. The **maximum** number of samples to be requested for ongoing monthly sample collection are:

- West County (Charlotte County west of the Myakka River)- 22 Locations
- Mid County (Charlotte County east of the Myakka River and west of the Peace River)- 50 Locations
- South County (Charlotte County east of the Peace River)- 20 Locations

The County will typically provide a sample location and parameter list no later than 30 days prior to the date of sampling. In addition to the above, the county may request:

- Special short-term sample collection events (e.g. for source tracking or similar investigations); the timing, execution, and extent of these will be negotiated on a per-event basis with the Consultant.
- Short-notice sampling (sampling requests with less than one week notice) on an as-needed basis.

If conditions at a location are determined to be too unsafe for sample collection, the County must be notified within 24 hours of that determination in order to evaluate potential alternative sample locations.

RP-22 SAMPLE COLLECTION PROCEDURE: The Consultant shall supply all personnel, materials and equipment necessary for field measurements, sample collection, transport, storage, and analysis of the parameters described in RP-23.

Sample containers shall be of virgin material. Samples will be collected in surface waters under the following conditions unless otherwise specified by the County:

1. Samples and applicable field measurements will be collected at or near the thalweg or horizontal midpoint of the flowing portion of the system, at a depth of 0.5 meters. If the system is less than one meter deep at the time of sampling, samples shall be collected at ½ of the total depth.
2. For non-tidal systems, samples shall be collected only if flow is observed at the sample location at the time of sampling. For tidal systems, every effort should be made to schedule and collect samples during ebb tide. The flow status of each site shall be documented at the time of visit regardless of whether a sample is collected.
3. The following observations must be documented at each site if a sample is collected:
 - a. Qualitative visual description of color and turbidity;
 - b. Water clarity as measured by Secchi disk;
 - c. Visual estimation of presence and abundance of aquatic vegetation and phytoplankton;
 - d. Current weather and evidence of ongoing or recent (<24 hours) rain;
 - e. Water elevation if a staff gauge or other measuring device is available onsite;
 - f. Water depth relative to structure benchmark (such as outfall structure lip) when such a depth can be safely and practicably measured;
 - g. Tidal stage, if applicable;
 - h. Visual description of dominant benthic substrate, if the bottom of the water body is visible;
 - i. One photograph of the waterway sampled; representative of conditions observed at the time of collection.

The chosen Consultant will be required to participate in the Southwest Florida Regional Ambient Monitoring Program (RAMP). The group meets quarterly in Sarasota, Florida to ensure that samples are being collected in a similar manner and that lab results of the same water samples provide similar results from different labs. The lab will be required to test the samples provided with the same requirements as the monthly samples. If the Consultant is already a participant in the RAMP program, no additional action is required through this contract. If the Consultant is not a participant in the RAMP program, analyses conducted as part of this effort will be paid for at the same rates as the monthly samples. The County will provide the Consultant with details of meeting dates and locations of the program upon request.

If the County requests collection of groundwater samples, procedures for doing so must be in conformance with the requirements of DEP SOP 001/01.

RP-23 PARAMETERS TO BE MEASURED/ ANALYZED: Collection of samples and analyses of the following shall be performed upon request by the County:

- A. Samples shall be collected and analyzed for the following at all sample events, unless otherwise specified by the County:
- Total Kjeldahl Nitrogen
 - Total Ammonia Nitrogen
 - Nitrite/Nitrate Nitrogen
 - Total Phosphorous
 - Dissolved Orthophosphate
 - Total Nitrogen
 - Total Organic Carbon
 - Chlorophyll a, corrected for Pheophytin
 - Turbidity
 - Total Suspended Solids
 - True Color
 - Bacteria (either Fecal Coliform, E. coli, or Enterococci, specified on a per location basis by the County)

Field Measurements:

- Dissolved Oxygen, percent saturation
- Dissolved Oxygen, mg/L
- pH
- Specific Conductance, µs/cm
- Salinity, ppt
- Water temperature, Celsius

B. In addition, the County may request sample collection, analysis, and/or interpretation of water quality, level, and/or flow monitoring samples or data as-needed basis to aid in characterizing water quality conditions, causes, and effects as well as

aid in TMDL-related planning, determination, and responses. Parameters collected and analyzed may include the laboratory analytes described above, and the in-situ parameters described above (including water vegetation, and habitat physical, chemical, level, flow, or qualitative observations). Field-collected and laboratory analyzed parameters analyzed may also include, but are not limited to:

- Total Alkalinity
- Total Hardness
- Total Dissolved Solids
- Total Organic Carbon
- *Karenia brevis* (red tide)
- Plankton
- Other phytoplankton or algae taxa
- Biochemical Oxygen Demand- five-day
- Carbonaceous Biochemical Oxygen Demand
- Caffeine,
- Artificial Sweetener,
- Pharmaceutical, Isotopic, and other analyses in support of nutrient source tracking
- Chemical Oxygen Demand
- Gross Alpha Particle Activity
- Radium 226 + Radium 228
- Oils and Greases
- Chloride
- Sulfate
- Fluoride
- Arsenic
- Iron
- Copper
- Aluminum
- Selenium
- Calcium
- Magnesium
- Chromium
- Lead
- Nickle
- Zinc
- Microbial analyses in support of microbial source tracking
- PFAS
- Streamflow and discharge

C. Additional Conditions:

1. Chlorophyll samples must be analyzed in accordance with the DEP document “Applicability of Chlorophyll a Methods” (DEP-SAS-002/10), dated October 24, 2011, <https://www.flrules.org/Gateway/reference.asp?No=Ref-06043>.
2. If the County requests collection of samples for the analysis of *Karenia brevis* cell counts, the Consultant will be required to collect and submit those samples to the FWC Fish and Wildlife Research Institute.

END OF PART II

**PART III
PROPOSAL FORMAT & EVALUATION METHOD**

RP-24 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:

Brandon Moody, Water Quality Manager, Administration
Sandra Lavoie, Laboratory Manager, Utilities
Sarah Hiscock, Water Quality Environmental Specialist, Utilities

RP-25 PROPOSAL FORMAT: Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on pages 15 and 16.

RP-26 PROPOSAL REQUIREMENTS: In addition to the information required in the Consultant Evaluation Form, provide the following information:

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

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

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

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

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

RP-27 EVALUATION METHOD AND CRITERIA:

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

The County's evaluation criteria will include, but shall not be limited to, considerations listed on **Proposal Requirements, page 13**. As mentioned in PROPOSAL FORMAT, the proposals should be prepared using the format outlined in the Consultant Evaluation Form on pages 15 and 16.

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

RP-28 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

06/23/25	County advertises for proposals
07/21/25	Proposal due date
08/12/25	Professional Services Committee short lists firms

EVALUATION FORM

**CONSULTANT EVALUATION FORM
CHARLOTTE COUNTY, FLORIDA**

RFP# 20250526, WATER QUALITY SAMPLING AND ANALYSIS – ANNUAL CONTRACT

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight</i>	<i>Score</i>
I. TEAM PROPOSED FOR THIS PROJECT A. Background of the personnel 1. Project Manager 2. Other Key Personnel 3. Consultants	1-5		X 05	
II. PROPOSED MANAGEMENT PLAN A. Team Organization/Responsible Parties 1. Program Management/Scheduling/Logistics 2. Field Sample Collection/Measurement 3. Analytical Laboratory for parameters described in RP-23, Sections A and B (may be multiple labs) 4. Data/Documentation Review and Reporting	1-5		X 20	
III. PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR THIS PROJECT: Describe the frequency with which those parties described in Section II have coordinated in the past to accomplish projects similar to that which is described in this RFP. If applicable, provide an overview of the most recent project by which the responsible parties coordinated with one another on a project similar in design/scope to what is described in this RFP. If those parties described in Section II have not coordinated on past projects similar in design/scope to this RFP, provide an overview of the most recent project of any scope in which the parties have coordinated with one another.	1-5		X 10	
IV. PROJECT CONTROL A. Schedule – Describe process and requirements for communication and negotiation of unanticipated changes to the sample collection/analysis schedule (as requested by either the County or Contractor). B. Cost 1. Describe process and requirements for communicating and negotiating any changes in cost to sample collection or analyses as a result of unforeseen circumstances. 2. Demonstrate ability to meet project cost control. 3. Who will be responsible for cost control? C. Recent, current and projected workload.	1-5		X 10	
V. PRESENT PROPOSED DESIGN APPROACH FOR THIS PROJECT A. Describe processes for scheduling, coordinating, and executing sample collection and analyses as requested by the client. Include the process for acquiring analytical services for those analyses described in RP-23, Section B that the contracted laboratory for this project is not certified to perform. B. Describe processes for reviewing and submitting data and documentation to the client in conformance with the requirements of FDEP SOP 001/01 and Watershed Information Network data submission requirements. C. Describe proposed Data Quality Objectives/Indicators for this project, and how they will be employed to review data prior to delivery to the county. Describe measures taken to address potential quality concerns as identified through the employed quality system (e.g. failed precision/calibration verifications, analyte detections within blank samples).	1-5		X 20	

PART IV - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM

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

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

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

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

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

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

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

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

Type of Organization (please check one):	INDIVIDUAL CORPORATION	() ()	PARTNERSHIP JOINT VENTURE	() ()
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Firm Name	Telephone
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Fictitious or d/b/a Name	Federal Employer Identification Number (FEIN)
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Home Office Address

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

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

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

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

Email Address

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

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

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

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

Proposer's Signature

Date

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

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

Charlotte County Contract #20250526

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

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

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

Further Affiant sayeth naught.

Signature

Printed Name

Title

Nongovernmental Entity

Date

END OF PART IV

NAME OF FIRM _____

(This form must be completed and returned)