



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. 20260251**  
**DESIGN – TIKI POINT LIVING SHORELINE**

Charlotte County is seeking a professional services firm for the design and permitting of 0.16 miles (or 845 linear feet) living shoreline between two (2) parks at the confluence of the Peace River with Charlotte Harbor.

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

**PROPOSAL DUE DATE: 3:00 p.m. (EST), FEBRUARY 23, 2026**

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 262512. 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: January 23, 2026



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

Phone 941.743.1378  
Fax 941.743.1384

### STATEMENT OF NO SUBMITTAL

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

We, the undersigned, have declined to submit on requested commodity/service **RFP #20260251, DESIGN – TIKI POINT LIVING SHORELINE**, 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](mailto:Rhiannon.Mills@CharlotteCountyFL.gov)

**TABLE OF CONTENTS  
DESIGN – TIKI POINT LIVING SHORELINE  
RFP NO. 20260251**

<b>Notice of Availability</b>	<b>1</b>
<b>"No Submittal" Response Page</b>	<b>2</b>
<b>Table of Contents</b>	<b>3</b>
<b>PART I - GENERAL INSTRUCTIONS</b>	<b>4-8</b>
<b>PART II - SCOPE OF SERVICES</b>	<b>9-13</b>
<b>PART III - PROPOSAL FORMAT &amp; CRITERIA FOR AWARD</b>	<b>14-17</b>
<b>PART IV - SUBMITTAL FORMS</b>	<b>18-21</b>

**REQUEST FOR PROPOSAL  
DESIGN – TIKI POINT LIVING SHORELINE  
RFP 20260251**

**PART I - INSTRUCTIONS**

**RP-01 INTENT:**

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

B. **Time and Date Due** - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **3:00 p.m., FEBRUARY 23, 2026.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the par 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 contains in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

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

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

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

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

**END OF PART I**

## PART II SCOPE OF SERVICES

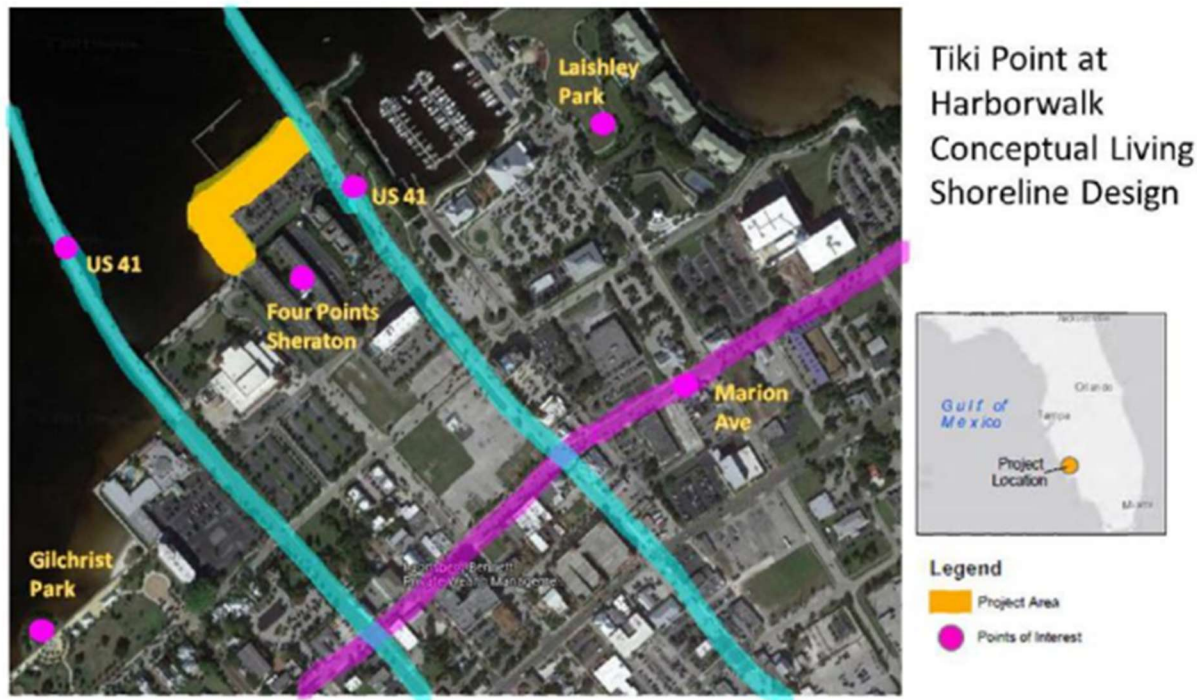
**RP-19 PROJECT DESCRIPTION:** Charlotte County and The Coastal & Heartland National Estuary Partnership (CHNEP) are requesting proposals from qualified firms (Contractor) for the design and permitting of 0.16 miles (or 845 linear feet) living shoreline between two (2) parks at the confluence of the Peace River with Charlotte Harbor. The project will use nature-based solutions to mitigate the risks of flooding, as well as improve habitat and water quality, reduce erosion, and buffer storm effects. The project was identified in the City's Adaptation and Comprehensive Plans.

Respondents to this proposal must have living shoreline design and permitting experience and utilize the Department of Environmental Protection (DEP) QA Rule, Chapter 62-160, F.A.C. Deliverables from this project will (1) meet requirements outlined in the associated US EPA and Florida Dept. of Environmental Protection Quality Assurance Project Plans, (2) ensure all copyright and image authorization standards are adhered to with regards to any figures, tables, photos, or other graphics included in deliverables, (3) provide all supporting meta-data/data, GIS files, etc. developed as part of work associated with funded work will be provided to CHNEP for public records and access, and (4) include acknowledgement of CHNEP funding contribution toward the project and in funded deliverables.

The completion of this project is 3/31/2027.

**RP-20 BACKGROUND INFORMATION:** In 2017, the Four Points Sheraton contacted The Nature Conservancy (TNC) and the CHNEP, to express an interest in improving the natural aesthetics and habitat value along the hotel's seawall. This led to the formation of a collaborative partnership to promote nature-based shoreline improvements in the City of Punta Gorda (City). The partners included the City, TNC, the Four Points Sheraton, CHNEP, FL Department of Environmental Protection Charlotte Harbor Aquatic Preserves, and CH2M Hill (Jacobs). The Four Points Sheraton has a public easement along the sea walled shoreline of the hotel property for the City's Harborwalk, which connects Laishley Park Municipal Marina with the Charlotte Harbor Event and Conference Center. This pedestrian promenade promotes public use of the waterfront and has contributed to continued improvements of the appearance and function of the seawall through nature-based strategies that help to mitigate the adverse effects of future storms. Figure 1 shows the proposed location just west of the US Highway 41 Northbound bridge. The site includes the seawall in front of the Four Points Sheraton to the Conference Center.

**Figure 1**



This project is intended to build on the current momentum for enhancing natural habitat, improving water quality, and providing increased coastal resilience in the region through conceptual design and construction of the first man-made living shoreline in Charlotte Harbor. As a model for the region, this living shoreline project is intended to provide an example of a public-private partnership approach to project development. The conceptual plan also explores the application of multiple elements of a living

shoreline system that may be considered on other projects in the Charlotte Harbor area, recognizing that each project will require analysis and design that considers the unique needs and objectives of the local area. In addition, regulatory permitting requirements for the proposed living shoreline were evaluated and potential funding sources, including state and federal grants (which have been secured for this project). This project is proposed to be sited near a seawall with existing rip rap and its primary purpose is habitat creation along the seawall while it also will serve as a buffer during storm events to increase the lifespan of the existing seawall. In 2018, Jacobs Solutions, Inc., delivered a Technical Memorandum on this project, which included conceptual designs as the result of a preliminary field evaluation and GIS data analysis. (Ref. Technical Memorandum prepared by Jacobs, Aug. 7, 2018.)

**RP-21 GENERAL:** The following are general description of project tasks for living shoreline design and permitting that will be required by the Contractor. This project is funded with federal Infrastructure Investment and Jobs Act funding (through Coastal & Heartland National Estuary Partnership). All tasks performed must coincide with the Scope of Work as outlined below. The project will also be done in coordination with the Consultant(s) from the City of Punta Gorda and City Staff who will be managing the development of Florida Department of Environmental Protection Quality Assurance Project Plans for survey and monitoring, permitting for pre-construction monitoring, conducting pre- and post-surveying and monitoring for permitting, bidding and construction Contractor selection, and final installation/construction.

**RP-22 PROJECT INTENT:** Design and submit permit applications needed for construction of the 100% final design for 0.16 miles (845 linear feet) of living shoreline between two (2) city parks at the confluence of the Peace River with Charlotte Harbor. The project will use nature-based solutions to mitigate the risks of flooding and sea level rise as well as improve habitat and water quality, reduce erosion, and buffer storm effects.

**RP-23 SCOPE OF SERVICES:** The scope of services shall include but not be limited to the following:

**TASKS AND DELIVERABLES** - All tasks performed must coincide with the attached grant agreement and as outlined below.

**Task 1: Kickoff and Monthly Coordination Meetings** - After a notice-to-proceed is issued, Contractor will meet in-person with other members of the project team (including CHNEP, City of Punta Gorda Staff and their project Consultant(s)), to discuss the project scope, project goals, schedule, key milestones, and deliverables - to ensure that expectations align around a consistent project management approach. Thereafter, Contractor will organize and lead virtual monthly meetings with project team (including CHNEP and City) to discuss on-going progress. Prior to each meeting, the Contractor will prepare customized meeting agendas and other meeting materials as necessary.

Meeting Minutes are to be provided within one week after each meeting for review and approval by the Project Team Leaders (including City and CHNEP). They will document all decisions and agreed upon outcomes of each meeting, input from project team members and how the contractor is addressing that input, and follow-up action items including responsible person and timeframe. Additionally, minutes to be sent to all Project Team Members within one week after each meeting for review and finalization.

Meeting Agendas and Minutes are to be loaded into Wrike project management system that CHNEP uses for receiving communications and deliverables related to this project. Monthly progress bullets highlighting any major activities or progress made during each month will be emailed to CHNEP prior to the last day of each month.

*Note: The Coastal & Heartland National Estuary Partnership's funding of the project will be acknowledged in all public meetings and in all deliverables, including the use of the supplied CHNEP logo. All deliverables that involve documents to be publicly posted online or shared electronically at public events will be provided in accessible PDF format, with only authorized photo-credited images included.*

**Task 1 Deliverables:** The Contractor will submit:

- 1a. Kickoff and Monthly Coordination Meeting Agendas
- 1b. Kickoff and Monthly Meeting Minutes
- 1c. Monthly Progress Bullets

**Task 2: Independent Technical Review of Monitoring** - The Contractor will review technical deliverables associated with required pre-construction monitoring data reports to ensure meet FDEP Grant requirements (per FDEP QA Rule Chapter 62-160, FAC), meet approved FDEP Quality Assurance Plan standards, use industry best practices, and are accurate, complete and technically sound. Contractor will also utilize this monitoring information to inform and guide the design of the project and preparation of permit application materials.

**Task 2 Deliverables:** The Contractor will submit:

- 2a. Technical Memo on Sufficiency of Field Surveys in including appropriate bathymetry, aquatic resources and other appropriate information.
- 2b. Technical Memo on Sufficiency of Monitoring Permitting Compliance Documentation
- 2c. Technical Memo on Sufficiency of Monitoring Data and Graphical Analysis in Meeting Monitoring Scope. FDEP Grant Requirements, and FDEP Quality Assurance Plan.

**Task 3: Kick-Off Meeting, Stakeholder Engagement, and Public Education** - The Contractor will conduct a kick-off meeting to plan and discuss stakeholder engagement and public education. The Contractor will engage with stakeholders through two public workshops, as well as create easily accessible and comprehensive outreach materials that can be disseminated to agency stakeholders, policymakers, and members of the public regarding the project and its benefits. The information will be provided in the following formats: 1) Planned Project Fact Sheet about project and benefits of living shorelines; 2) Planned Project Article; 3) Project Community Engagement Workshop Attendee Lists and Photos for each of the two public workshops; 4) Project Educational Video; 4) Project PowerPoint Presentation(s); 5) Finished Project Article and 6) Finished Project Fact Sheet.

**Task 3 Deliverables:** The Grantee will submit the following:

- 3.1: Kick-off meeting agenda of what is to be discussed with the Project team in a PDF format; Summary report from the meeting, including attendee feedback and outcomes; and the final project scope of work.
- 3.2: Planned Project Fact Sheet explaining what a living shoreline is and why it is important;
- 3.3: Pre Project Community Engagement Workshop Attendee List and Photos;
- 3.4: Project Educational Video of the start of the project;
- 3.5: Project Power Point Presentation of the start of the project;
- 3.6: Planned Project Article at the start of the project;
- 3.7: Finished Project Fact Sheet;
- 3.8: Project Community Engagement Workshop Attendee List and Photos; and
- 3.9: Finished Project Article detailing the completion of the project.

**Task 4: Project Design** - The Contractor will complete the design-build project with 30%, 60%, 90%, and final 100% design of Tiki Point Harborwalk Living Shoreline. Additionally, Contractor will research cost estimates and what permits would be required for construction, preparing permit applications needed for construction of the 100% final design.

**Task 4 Deliverables:** The Contractor will submit: Final design at 100% completion and Engineer of record sealed documentation including photos of the Project completed to date (PDF and Hard Copies) including:

- 4a. 30% design (PDF & Hard Copies)
- 4b. 60% design (PDF & Hard Copies)
- 4c. 90% design (PDF & Hard Copies)
- 4d. Final 100% design signed by Florida registered professional engineer in Engineer of record sealed documentation.

**Task 5: Permitting Application Preparation** - The Contractor will prepare all necessary permits, record drawings, photos, and reports related to the permitting of the construction of the Project. The City or its Contractor will be responsible for submitting applications and all permit application fees.

**Task 5 Deliverables:** The Contractor will prepare (in Word and PDF):

- 5a. All applicable required completed permit application packages for all permits needed for the construction of the 100% design at the project site location.

This is a joint project with the City of Punta Gorda. Below outlines which tasks are to be completed by City of Punta Gorda Consultant(s) versus CHNEP Contractor:

- CHNEP Task 1: Kickoff and Monthly Coordination Meetings
- CHNEP Task 2: Project Design
- CHNEP Task 3: Stakeholder Engagement and Public Education
- CHNEP Task 4: Permitting Application Preparation
- City Task 1: Bidder and Monitoring Contractor Selection
- City Task 2: Kickoff and Monthly Coordination Meetings
- City Task 3: Florida Department of Environmental Protection Quality Assurance Plan
- City Task 4: Permitting for Pre-Construction Monitoring

- City Task 5: Pre-Construction Surveying & Monitoring
- City Task 6: Bidding and Construction Contractor Selection
- City Task 7: Post-Construction Surveying & Monitoring

**RP-24 AREAS OF DISCIPLINES:** The Contractor selected shall provide complete engineering design, construction, and monitoring of this project. The following required disciplines include but not limited to:

- A. Living Shoreline Design
- B. Shoreline Restoration Construction Permitting
- C. Environmental Engineering and Design

**RP-25 REQUIRED QUALIFICATIONS:** Submittal package should demonstrate a clear understanding of the project objectives and demonstrate in narrative form meeting the following minimum qualifications:

- A. Registered under the State of Florida to perform the professional services required for this project. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing your contracting firm as eligible to conduct business in the State of Florida. Please refer to website: [www.sunbiz.org](http://www.sunbiz.org)
- B. The Contractor warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable time. This will include at minimum: Project Management, environmental engineering design and permitting, hydrodynamic modeling, GIS professionals, Environmental Restoration Management/Ecology, as well as planning and conducting field and environmental surveys.
- C. Previous experience in managing complex habitat projects, including budgeting, securing funding sources, contracts, personnel, and administration, applying for and obtaining federal, state and local permits.
- D. Previous experience with intergovernmental coordination.
- E. Previous experience in the performance of projects of a similar nature, including habitat restoration and nature-based solutions for living shorelines in the Florida region.
- F. Need to provide details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation or proposal request.
- G. The Contractor warrants that they are familiar with and have personnel that can conduct contract administration in the related project. The Contractor, in concert with the CHNEP/City and other designated professionals, shall provide technical assistance with drafting of construction bid specifications and Requests for Bids or proposals to hire contractors for project construction, as required.
- H. Knowledgeable of all phases of habitat construction, including site plans, surveying and construction methods and materials. In addition, the construction manager should be familiar with ecological principles, enabling the individual to be able to field-adjust project plans to maximize ecological benefits
- I. Describe any potential conflicts of interest in conducting this project.

**RP-26 PREFERRED AREAS OF EXPERTISE:** Describe your experience and expertise related to the project, including, but not limited to:

- A. Planning and installation of Living Shoreline, including best practices.
- B. Project management and coordination, including project being executed on time and on budget.
- C. Marine Permitting - U.S. Army Corps of Engineers permits, Florida Department of Environmental Protection permits, and local government permits.
- D. Department of Environmental Protection (DEP) QA Rule, Chapter 62-160, F.A.C.

**RP-27 OVERSIGHT REQUIREMENTS FOR CCNA PROJECTS:**

A. The Contractor warrants that they are familiar with and have personnel that can conduct contract administration in the related project. The Contractor, in concert with the CHNEP/City and other designated professionals, shall provide technical assistance with drafting of construction bid specifications and Requests for Bids or proposals to hire contractors for project construction, as required.

B. The Contractor, in concert with the CHNEP/City and other designated professionals, shall provide technical assistance with the design, permitting and construction of project. The Contractor is expected to provide personnel knowledgeable of coastal and estuarine ecosystems. Quantity, quality, and functions of habitats are of paramount interest to these services.

**END OF PART II**

**PART III  
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:

Jennifer Hecker, Executive Director, CHNEP  
Mollie Holland, Environmental and Community Resiliency Coordinator, Administration  
Jamie Scudera, Projects Manager, Community Services

**RP-29 PROPOSAL FORMAT:** Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on pages 16 and 17.

**RP-30 PROPOSAL REQUIREMENTS:** In addition to the information required in the Consultant Evaluation Form, provide the following information:

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

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

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

D. Experience and References – Each submitter shall supply references indicative of experience in other projects of similar size and complexity. Said reference list shall include the Company name, a contact name, a project description and telephone number. A reference list is also required for the lead designer that will be assigned specifically to this project and shall include the Company name, a contact name, a project description 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-31 EVALUATION METHOD AND CRITERIA:**

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

The County's evaluation criteria will include, but shall not be limited to, considerations listed on **Proposal Requirements, page 14**. As mentioned in PROPOSAL FORMAT, the proposals should be prepared using the format outlined in the Consultant Evaluation Form on pages 16 and 17.

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

**RP-32 ANTICIPATED SCHEDULE:** The projected schedule of events for this proposal is as follows:

01/23/26	County advertises for proposals
02/23/26	Proposal due date
03/09/26	Professional Services Committee short lists firms

**EVALUATION FORM**

**CONSULTANT EVALUATION FORM  
CHARLOTTE COUNTY, FLORIDA**

**RFP# 20260251, DESIGN – TIKI POINT LIVING SHORELINE**

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight</i>	<i>Score</i>
<b>I. TEAM PROPOSED FOR THIS PROJECT</b>				
A. Background of the personnel 1. Project Manager 2. Other Key Personnel 3. Consultants	1-5		X 10	
<b>II. PROPOSED MANAGEMENT PLAN</b>				
A. Team Organization 1. Program Management, Scheduling, and Logistics 2. Geotechnical Analysis 3. Engineering and Design 4. Permitting Preparation	1-5		X 10	
<b>III. PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR THIS PROJECT</b>				
1. Living Shoreline projects 2. Coastal Engineering and Design projects 3. Stakeholder Engagement and Public Education projects 4. Permitting Application Preparation projects/tasks	1-5		X 10	
<b>IV. PROJECT CONTROL</b>				
A. Schedule 1. What techniques are planned to assure that schedule will be met? 2. Who will be responsible to assure that schedule will be met? B. Cost 1. What control techniques are planned? 2. Demonstrate ability to meet project cost control. 3. Who will be responsible for cost control? C. Recent, current and projected workload	1-5		X 10	
<b>V. PRESENT PROPOSED DESIGN APPROACH FOR THIS PROJECT</b>				
1. Describe proposed design philosophy. 2. What problems do you anticipate and how do you propose to solve them? 3. Describe innovative approaches in engineering and design. 4. Describe proposed public and stakeholder engagement approach. 5. Describe project management approach.	1-5		X 20	
<b>VI. PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED SIMILAR PROJECTS</b>				
A. Describe the engineering and design of living shoreline projects, public and stakeholder engagement, and permitting application preparation projects, including aspect pertaining to each regarding: 1. Schedule control. 2. Cost control. 3. Problems and means taken to solve them. 4. Any additional similar project examples.	1-5		X 17	







**DRUG FREE WORKPLACE FORM**

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

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

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

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

\_\_\_\_\_  
Date

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

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

**Charlotte County Contract #20260251**

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)