



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. 2024000306**  
**DESIGN EMERGENCY OPERATIONS CENTER EXPANSION**

Charlotte County is requesting proposals for professional design services from qualified firms for the Emergency Operations Center Expansion.

**PRE-SUBMITTAL CONFERENCE: 11:00a.m. (EST) APRIL 3, 2024**  
**PURCHASING DIVISION CONFERENCE ROOM**

**PROPOSAL DUE DATE: 3:00 p.m. (EST), APRIL 24, 2024**  
**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 243062. Any questions can be answered by contacting Alisa L. True, Senior Contract Specialist at 941.743.1549, or email: [Alisa.True@CharlotteCountyFL.gov](mailto:Alisa.True@CharlotteCountyFL.gov)

Notice of Availability  
Posted: March 20, 2024



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 #2024000306, DESIGN EMERGENCY OPERATIONS CENTER EXPANSION**, 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 [Alisa.True@CharlotteCountyFL.gov](mailto:Alisa.True@CharlotteCountyFL.gov)

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**RFP NO. 2024000306**

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**REQUEST FOR PROPOSAL  
DESIGN EMERGENCY OPERATIONS CENTER EXPANSION  
RFP 2024000306**

**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., April 24, 2024**.

C. In order to ensure that all prospective proposers have sufficient information and understanding of the County's needs, a **Pre-submittal Conference** will be held **April 3, 2024 @ 11:00 a.m., Purchasing Division Conference Room 344, Port Charlotte, Florida**. Attendance of this meeting is not mandatory; however, interested proposers are encouraged to attend.

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

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

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

**RP-04 INQUIRIES:** The County will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to Purchasing, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948 or [alisa.true@charlottecountyfl.gov](mailto:alisa.true@charlottecountyfl.gov), or they may be addressed at the pre-submittal conference. 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 at the following address:

Senior Division Manager - Purchasing  
Charlotte County Administration Complex  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

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

**RP-06 PROPOSAL RESTRICTIONS:**

A. In order to control the cost of preparation, submittals should be limited to a maximum of 50 pages, one-sided, excluding cover letter, index, dividers, resumes, and the required forms.

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

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

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

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

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

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

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

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

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

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

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this 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.**

END OF PART I



**PART II**  
**SCOPE OF SERVICES**

**RP-18 PROJECT DESCRIPTION:** Charlotte County is requesting proposals for professional design services from qualified firms for the Renovation of the existing 30,000 square foot Emergency Management Center as well as the construction of a 5,000 square foot addition.

**RP-19 PROJECT OBJECTIVES:**

- A. Master Site & Space Planning
- B. The building program shall generally consist of, but are not limited to, the following elements:
  - 1. Utilize Master Space Planning data to further programming and future needs.
  - 2. Buildout & reconfiguration of existing facility to include warranted upgrades to water & sewer facilities.
  - 3. Expansion of area to support emergency operations to include functional operation breakout rooms.
  - 4. Improve infrastructure & updated systems, to include but not limited to, AV system, communication systems, and battery backup capabilities.
  - 5. Expand current kitchen to a full-service eat-in kitchen with exhaust hood.
  - 6. Provide additional bathrooms with showers.
  - 7. Provide additional office space for anticipated additional public safety staff.
  - 8. Revitalized bunk space and additional locker room space.
- C. The scope includes all related site work testing, surveying, and design.
- D. Design evaluations to consider multiple options to meet the need with possible phasing options.
- E. The design and detailing shall meet all applicable building codes, including barrier free design.
- F. The facility shall be design scalable for future use and integrated into surroundings.
- G. The facility will utilize integrated building automation systems.
- H. Design shall consider life-cycle costs, long-term maintenance, energy conservation, and long-term operational costs.
- I. Firm will utilize Building Information Modeling (BIM) protocols during the design and construction.

**RP-20 GENERAL SCOPE OF SERVICES:** This is for a task-based professional services agreement with no public input. The scope of services shall include, but not be limited to the following:

- A. Master Site & Space Planning – Develop a master space plan for the facility with County representatives taking into consideration the future needs and area. Provide conceptional 3D rendering with plan set. Additional services will be project coordination meetings, consultations with local agencies and County representatives, and a public input process which may include reviews and presentations to the public and to the County.
- B. Programming and Planning – Develop a program for the facility with County representatives taking into consideration the limitations of the existing space and site requirements. Provide conceptional 3D rendering with plan set. Additional services will be project coordination meetings, consultations with local agencies and County representatives, and a public input process which may include reviews and presentations to the public and to the County.
- C. Site Analysis – Collecting site data, providing site studies, preparation of site plans, meetings with public utility agencies, County site plans review and all pertinent government agencies applications and approvals, coordination meetings and presentations to local officials and County representatives.
- D. The Schematic Design Phase – Develop design based on programming information with staff and the respective advisory personnel resulting in preliminary studies and sketches of the project to arrive at an acceptable solution. Consultant will work with the project team which includes County representatives on development and review of design alternatives. The phase deliverables are a master site & space plan, site plan, floor plan(s), sections, an elevation, and other illustrative materials, computer images, renderings, or models. Typically, the drawings include overall dimensions, and a construction cost is estimated.
- E. The Design Development Phase – Refinement of schematic design with staff, and the respective advisory personnel resulting in selection of materials and building systems including layout mechanical, electrical, plumbing, structural, and architectural details. Provide 50% progress and final set of plans with specification volume documents at both sets and review with the County's Facilities Construction and Maintenance Department. Provide 3D rendering with the final plans set. The phase deliverables are to produce floor plans, sections, and elevations with full dimensions. These drawings typically include door and window details and outline material specifications. Work with the designated County staff keeping the project within a predetermined budget with value engineering, cost-benefit analysis and best-value comparisons then revise as necessary to meet budget.
- F. The Construction Document Phase – Preparation of final working drawings, final specification volume document, a submittal log, large scale details and specifications meeting standard codes for obtaining bids and permits and letting a contract

for construction. All documents shall be thorough and absent of ambiguities and totally coordinated between the various engineering disciplines and reviewed with the County's Facilities Construction and Maintenance Department. The phase deliverables are to produce a set of drawings that include all pertinent information required for the contractor to price and build the project. In addition to paper construction documents, provide electronic format (AutoCAD) set of plans to County Facilities.

G. The Construction Observation Phase – Review the construction and determine that the project is constructed in accordance with the approved plans and specifications. The construction observation services shall include, but not be limited to the following:

1. Frequent project coordination meetings with stakeholders and County representatives
2. Frequent observations when work is being performed and circumstances may require determining the progress and quality of the construction project
3. Review and process shop drawings within 10 calendar days
4. Coordinate with the Contractor through the standard Request for Information process within 72 hours, extensions may be approved by the County Project Manager
5. Final observation and certification to the County that the project has been completed in accordance with the plans and specifications
6. Provide final inspection and punch list before and after substantial completion of the project
7. Coordinate as-built documentation

**RP-21 PROPOSED PROJECT BUDGET AND SCHEDULE:** The project budget for the design, building, equipment, and all fees for The Emergency Operations Center expansion and renovation is **\$1,000,000**. The design and permitting portion of the budget is **\$1,000,000**. The design shall be completed within **365** calendar days from the date of the issuance of the contract. The construction shall be completed within **365** calendar days from the notice to proceed date. The Consultant shall develop, update, and report progress on a Critical Path Method-based design schedule through 100% construction document issuance.

**RP-22 PROPOSAL FORMAT:** Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form. The proposer shall present a comprehensive and integrated picture of the capabilities of the project team to meet all project objectives and complete a successful project. The proposal shall address specific methodologies, strategies, action plans, etc. rather than general description. Wherever possible, specific examples of past work shall be used to illustrate skills and capabilities in similar projects.

**RP-23 STATE - FUNDED GRANT AGREEMENT:** Under the State – Funded Grant Agreement the Proposer is subject to the following:

Proposer is subject to Laws, Rules, Regulations and Policies as required by section 215.971(1) of the Florida Statute.

Proposer is also subject to the Terms & Conditions agreed upon by the Florida Division of Emergency Management (FDEM) and the County of Charlotte.

#### SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Division.

#### Program Statutes and Regulations

- Section 215.422, Florida Statutes Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
- Section 215.97, Florida Statutes Florida Single Audit Act
- Section 215.971, Florida Statutes Agreements funded with federal and state assistance

- Section 216.347, Florida Statutes Disbursement of grant and aids appropriations for lobbying prohibited
- Section 216.3475, Florida Statutes Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
- Section 287.056, Florida Statutes Purchases from purchasing agreement and state term contract
- Section 287.057, Florida Statutes Procurement of commodities or contractual services
- CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements
- Section 553.844, Florida Statutes Requirements for Roofs and Opening Protection

It will comply with:

Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one- and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

It will comply with:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.

Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes.

It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.

It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance; For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties.

It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-l, et seq.) by: Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(£), and implementing regulations in 36 CFR, Part 800.

When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property. If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHP A, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur. (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex.

It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in

construction of rehabilitation or residential structures.

It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement.

It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin.

It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.

It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.

It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544.

It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.

It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.

It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.

It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.

It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding nondiscrimination.

It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.

It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs.

It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.

It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities);EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).

It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.

It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.

It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

With respect to demolition activities, it will:

Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

Return the property to its natural state as though no improvements had ever been contained thereon.

Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

Provide documentation of the inspection results for each structure to indicate:

- a. Safety Hazard Present
- b. Health Hazards Present
- c. Hazardous Materials Present

Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

Leave the demolished site clean, level and free of debris.

Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

Obtain all required permits.

Provide addresses and marked.

It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding nondiscrimination;(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.

It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs.

It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.

It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities);EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).

It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.

It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.

It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

#### Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Recipient's Name

\_\_\_\_\_  
Name and Title DEM Contract Number

\_\_\_\_\_  
Street Address Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**END OF PART II**

**(This form must be completed & returned)**

**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:

1. Pedro Agosto, Projects Manager, Facilities Construction & Maintenance
2. James Gentile, Grants and Contracts Manager, Budget & Administrative Services
3. Patrick Fuller, Director of Emergency Management, Public Safety

**RP-25 PROPOSAL FORMAT:** Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on pages 18 and 19.

**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 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 - 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 designer** is required identifying name, project and telephone number.
- E. **Specialized Experience Preferred:** The proposer should have strong experience with Public Safety Buildings, Government facilities, and oversight.

After recommendation of award, the successful Proposer shall not be allowed to substitute project team members named in this proposal without the prior written permission of the County. Substitution may, in the sole opinion of the County, be grounds for cancellation of a recommended award, or termination of agreement.

The County reserves the right to accept or reject any or all submissions, or to accept all or any part of the submission, 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. Information deemed necessary by the County in order to make a determination shall be provided by the firms, upon request.



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 in **one (1) original completely unbound form (clearly marked ORIGINAL on the front page), plus three (3) bound, signed identical copies, and one (1) electronic identical copy of a single PDF file on a Flash/Travel Drive of the response to this project placed in a sealed package clearly marked on the outside "RFP 2024000306 DESIGN EMERGENCY OPERATIONS CENTER EXPANSION"** and addressed to:

Senior Division Manager - Purchasing  
Charlotte County Administration Complex  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

**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, pages 15 and 16**. As mentioned in PROPOSAL FORMAT, the proposals should be prepared using the format outlined in the Consultant Evaluation Form on pages 18 and 19.

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:

March 20, 2024	County advertises for proposals
April 3, 2024	Pre-Submittal meeting
April 24, 2024	Proposal due date
May 10, 2024	Professional Services Committee short lists firms

**EVALUATION FORM**

**CONSULTANT EVALUATION FORM  
CHARLOTTE COUNTY, FLORIDA**

**RFP# 2024000306, DESIGN EMERGENCY OPERATIONS CENTER EXPANSION**

<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 4. Staffing Levels and Positions Proposed	1-5		X 09	
<b>II. PROPOSED MANAGEMENT PLAN</b> A. Team Organization 1. Master Space Planning Phase 2. Programming and Planning Phase 3. Design Phase 4. Construction Phase B. Roles and Responsibilities of Participants C. Recent, Current, and Projected Workloads	1-5		X 10	
<b>III. PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR THIS PROJECT (GIVE SPECIFIC PROJECT EXAMPLES)</b> A. Relevant Work History with Public Safety, Government Facilities, and Construction Oversight in Central and Southwest Florida B. Master Space Planning C. Site Plan Design D. Working with Federal and State Grants E. Permitting Experience	1-5		X 15	
<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 13	
<b>V. PRESENT PROPOSED DESIGN APPROACH FOR THIS PROJECT</b> A. Describe proposed design philosophy. B. What challenges do you anticipate and how do you propose to solve them? C. What methods will you employ to ensure Charlotte County receives a quality project designed within budget and schedule? D. Describe innovative approaches in production, programming, and design.	1-5		X 15	

<p><b>VI. PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED SIMILAR PROJECTS</b></p> <p>A. Describe the projects to demonstrate.</p> <ol style="list-style-type: none"> <li>1. Schedule and cost control, including durations</li> <li>2. Planning and programming objectives</li> <li>3. Project scope changes and outcomes</li> <li>4. Creativity and functionality of proposed design solutions</li> <li>5. Successful value engineering solutions</li> <li>6. Ability to overcome difficulty of current market risk</li> </ol>	1-5		X 20													
<p><b>VII. DESCRIBE YOUR EXPERIENCE AND CAPABILITIES IN THE FOLLOWING AREAS.</b></p> <ol style="list-style-type: none"> <li>A. Emergency Management</li> <li>B. Master planning and programming of phased projects</li> <li>C. Life cycle cost analysis and control including value engineering</li> <li>D. Design using sustainable standards and energy efficiency</li> <li>E. Permitting in Southwest Florida and Charlotte County</li> <li>F. Building information modeling (BIM) execution plan</li> <li>G. Environmental assessment</li> </ol>	0-5		X 15													
<p><b>VIII. VOLUME OF WORK – TOTAL OF PAYMENTS RECEIVED FROM COUNTY WITHIN THE PAST 24 MONTHS*</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">\$0 - \$49,999</td> <td style="text-align: right;">5 points</td> </tr> <tr> <td>\$50,000 - \$99,999</td> <td style="text-align: right;">4 points</td> </tr> <tr> <td>\$100,000 - \$199,999</td> <td style="text-align: right;">3 points</td> </tr> <tr> <td>\$200,000 - \$349,999</td> <td style="text-align: right;">2 points</td> </tr> <tr> <td>\$350,000 - \$499,999</td> <td style="text-align: right;">1 points</td> </tr> <tr> <td>\$500,000 +</td> <td style="text-align: right;">0 points</td> </tr> </table> <p>*Based upon information provided on Proposal Submittal Signature Form, Magnitude of Charlotte County Projects.</p>	\$0 - \$49,999	5 points	\$50,000 - \$99,999	4 points	\$100,000 - \$199,999	3 points	\$200,000 - \$349,999	2 points	\$350,000 - \$499,999	1 points	\$500,000 +	0 points	0-5		X 01	
\$0 - \$49,999	5 points															
\$50,000 - \$99,999	4 points															
\$100,000 - \$199,999	3 points															
\$200,000 - \$349,999	2 points															
\$350,000 - \$499,999	1 points															
\$500,000 +	0 points															
<p><b>IX. LOCATION</b></p> <p>Describe the Prime and Sub-Consultants responsiveness as it relates to the firm’s location to the project.</p>	1-5		X 01													
<p><b>X. LITIGATION – HAVE YOU BEEN NAMED AS A DEFENDANT OR CO-DEFENDANT IN A LAWSUITE IN THE LAST FIVE YEARS?</b></p> <p>If so, describe circumstances and outcome, including Case Number, Case Name and Court.</p>	1-5		X 01													
<p><b>XI. MINORITY BUSINESS</b></p> <p>Certified MBE, Sub-Consultants Certified MBE, and/or Non-Certified MBE.</p>	Yes or No															
<p><b>REMARKS:</b> The value assigned in judged on a scale of 1 through 5, with 5 being the highest possible value. The two exceptions are: <b>VIII. Volume of Work</b>; and <b>XI. Minority Business</b>. <b>Category VIII. Volume of Work</b> has a value of 0 through 5 as indicated, and <b>Category XI. Minority Business</b> – 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.</p>																

**END OF PART III**

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

<b>1.</b>	<b>Project Team Name and Title</b>	<b>Years experience</b>	<b>City of office individual will work out of for this project</b>	<b>City individual's office is normally located</b>	<b>City of individual's residence</b>
<b>2.</b>	<b>Magnitude of Company Operations</b>				
	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:			\$	
<b>3.</b>	<b>Magnitude of Charlotte County Projects</b>				
	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).			\$	
<b>4.</b>	<b>Sub-Consultant(s) (if applicable)</b>	<b>Location</b>	<b>% of Work to be Provided</b>	<b>Services to be Provided</b>	
<b>5.</b>	<b>Disclosure of interest or involvement:</b> 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:**

Yes \_\_\_\_\_ No \_\_\_\_\_

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.

**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      ( )      PARTNERSHIP      ( )  
CORPORATION      ( )      JOINT VENTURE      ( )

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fictitious or d/b/a Name

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

\_\_\_\_\_  
Home Office Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Number of Years in Business

\_\_\_\_\_  
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

**END OF PART IV**

**(This form must be completed & returned)**