



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

Phone 941.743.1378

Fax 941.743.1384

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. 2023000004

WATER, SEWER, RECLAIMED WATER, AND MISCELLANEOUS FEES – RATE STUDY

Charlotte County is seeking a firm to furnish professional financial management consulting and utility rate-making services for the Utilities Department. The Firm is to provide current and future financial feasibility reports (5-year and 20-year plans), revenue and/or expenditure analysis, and multi-scenario impact studies.

PROPOSAL DUE DATE: 3:00 p.m. (EST), JANUARY 9, 2023
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 230042. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549, or by email at Alisa.True@CharlotteCountyFl.gov.

Notice of Availability
Posted: December 15, 2022



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 #2023000004, Water, Sewer, Reclaimed Water, and Miscellaneous Fees -Rate Study**, 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.

TABLE OF CONTENTS
WATER, SEWER, RECLAIMED WATER, AND MISCELLANEOUS FEES – RATE STUDY
RFP NO. 2023000004

| | |
|--|----------------|
| Notice of Availability | 1 |
| "No Submittal" Response Page | 2 |
| Table of Contents | 3 |
| | |
| PART I - GENERAL INSTRUCTIONS | 4 - 8 |
| | |
| PART II - SCOPE OF SERVICES | 9 - 10 |
| | |
| PART III - PROPOSAL FORMAT & CRITERIA FOR AWARD | 11 - 12 |
| | |
| PART IV - SUBMITTAL FORMS | 13 - 17 |

**REQUEST FOR PROPOSAL
WATER, SEWER, RECLAIMED WATER, AND MISCELLANEOUS FEES – RATE STUDY
RFP 2023000004**

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., January 9, 2023.**

RP-02 CONTRACT AWARDS/TERM OF CONTRACT: The County anticipates entering into a contract with one (1) firm who submits the proposal judged to be most advantageous to the County. The term of the contract will be effective from date of award up to and including September 30, 2028 with option to renew two (2) additional one-year terms. The selected firm shall be required to sign a formal agreement in the standard form currently used by Charlotte County for professional services.

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

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

RP-04 INQUIRIES: The County will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to Purchasing, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948 or AlisaTrue@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 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 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 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 SCOPE OF SERVICES: Charlotte County is seeking a firm to furnish professional financial management consulting and utility rate-making services for the Utilities Department. The Firm is to provide current and future financial feasibility reports (5-year and 20-year plans), revenue and/or expenditure analysis, and multi-scenario impact studies. The selected Firm is required to have utilities rate study and financial management experience within the State of Florida.

The Financial Management Consultant shall have an office of professional and technical personnel qualified to prepare, assemble, and present reports to the County. These reports will include such items as the preliminary analysis and progress reports in order that the final recommendation may be promptly pursued.

The successful Financial Management Consultant shall provide the County assistance and professional review of current and future projects to assure service providers are providing the County a professional level of service and are using sound financial management principles and practices.

The successful Financial Management Consultant will be required to present their analysis at the Board of County Commission meetings and/or workshops.

The successful Financial Management Consultant may not furnish advice, information, direction, or assistance to a direct water provider of Charlotte County Utilities.

CURRENT & FUTURE FINANCIAL MANAGEMENT CONSULTANT SERVICES:

1. Water, Sewer, Reclaimed Water, and Miscellaneous Fees Utility Rate and Financial Feasibility Study.
2. Water, Sewer, and Reclaimed Water Connection Fee Study.
3. Analysis of existing and proposed Water Supply Agreements, Interlocal Agreements and Amendments.
4. Educational presentations of utility information to County personnel and Board of County Commissioners.
5. Analysis of financial data related to the acquisition, expansion or disposal of any water/sewer/reclaimed water assets within the utility service area.
6. Requests for updated analyses and/or additional financial or cost of service scenarios after substantial completion of the initial work or on proposed projects.
7. Information and analysis required relating to debt issuance, bond coverage, and service of senior debt.
8. Provide comparisons of current and projected water, sewer costs, reclaimed water and miscellaneous fees and charges (operational, capital improvement, bonded debt) against appropriate industry benchmarks.
9. Analysis of impact to all rates based on future expansions of services.
10. Assistance with State Revolving Fund (SRF), US Department of Agriculture (USDA) loan, other loans or grant funding applications and repayment options.
11. Assistance with establishing, operating or realigning various Fund Accounts in order to streamline accounting with Renewal and Replacement (R&R) programs, Capitol Improvement Programs (CIP), Capital Maintenance Plan (CMP), and such.
12. The delivery of non-proprietary multi-scenario modeling software as a deliverable at a milestone to be determined during the negotiation of the contract.
13. Consultant will be expected to agree that deliverables under any contract resulting from the award of the Request for Proposal will be without exception available for duplication, dissemination, and use by the Charlotte County Utilities as needed without restrictions or liability for copyright royalties or usage fees.
14. General assistance with other methods of charging various fees and charges, evaluation of funding scenarios, and other related needs

DEVELOPMENT AND DELIVERY OF WORK PRODUCT

1. Conduct a review of the existing water, sewer, reclaimed water rates, and miscellaneous fees and charges and status of the utility funds.
2. Meet or confer with staff as needed and attend at least one (1) work session meeting with the Board of County Commissioners to present interim status of the study and obtain their input.
3. Conduct analysis as required to address the scope of the work.

4. Preliminary Report:
 - a. Prepare a preliminary study report with tentative rate structures.
 - b. Submit seven (7) copies.
 - c. Present preliminary report and tentative rate structures to staff for comments.
 - d. Present preliminary report and tentative rate structures at Board of County Commissioner's work session.
5. Final Report
 - a. Incorporate changes pursuant to comments from the Board of County Commissioners and staff.
 - b. Submit seven (7) copies, plus one (1) reproducible copy.
 - c. Provide disk with report in MS Word format and spreadsheets in Excel format.
 - d. Present final report and recommended rate structures to the Board of County Commissioners at their regular Commissioner's session.
6. Supply a time schedule for developing the preliminary and final reports. The final report should be delivered to the Board of County Commissioners no later than five (5) months after Notice to Proceed.

RP-19 WORK AUTHORIZATION: Once negotiations are reached, projects with total compensation of less than \$50,000 require approval by the Senior Division Manager - Purchasing. Projects with a value in excess of \$50,000 but less than \$169,999 will require approval by the County Administrator. Projects with a value in excess of the County Administrator's authority, which is currently \$169,999, must have Charlotte County Board of Commissioners' approval. Upon acceptance of the negotiated agreement, the Work Assignment properly signed by the County will be returned to the Financial Management Consultant. This shall duly serve as the official Notice to Proceed.

The limit of the County Administrator's authority shall increase without further legislative action, by five thousand dollars (\$5,000) each year, commencing on October 1, 2023, and increasing on the first day of October of each year thereafter.

RP-20 PROJECT WORK ASSIGNMENTS: For each project, a scope of services, completion time and fee schedule will be negotiated between the County and the Financial Management Consultant. In general, the successful Consultant shall provide a detailed summary of each project, tasks to be performed, and a listing of all staff relevant to the project (including clerical) and their applicable hourly earnings.

Tasks shall be inclusive of any and all applicable State, Federal and County regulations. Three (3) copies of the final scope of services, completion time and fee schedule will be prepared with the Typical Work Assignment cover sheet signed by the Financial Management Consultant attached to each copy.

The awarded Firm will provide the County a monthly invoice including the status of the work order assignment that identifies the Firm's progress.

**PART III
PROPOSAL FORMAT & EVALUATION METHOD**

RP-21 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:

Francine Lisby, Budget and Administrative Services
Gina Gentile, Utilities
Richard Allen, Solid Waste

RP-22 PROPOSAL FORMAT: Firms shall prepare their proposals using the format outlined in the Consultant Evaluation Form on pages 13 and 14.

RP-23 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.

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 2023000004, WATER, SEWER, RECLAIMED WATER, AND MISCELLANEOUS FEES – RATE STUDY"** and addressed to:

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

RP-24 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 11**. As mentioned in PROPOSAL FORMAT, the proposals should be prepared using the format outlined in the Consultant Evaluation Form on pages 13 and 14.

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-25 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

| | |
|-------------------|---|
| December 15, 2022 | County advertises for proposals |
| January 9, 2023 | Proposal due date |
| January 23, 2023 | Professional Services Committee short lists firms |

EVALUATION FORM

**CONSULTANT EVALUATION FORM
CHARLOTTE COUNTY, FLORIDA**

RFP# 2023000004, WATER, SEWER, RECLAIMED WATER, AND MISCELLANEOUS FEES – RATE STUDY

| <i>Evaluation Criteria</i> | <i>Value</i> | <i>Assigned Value</i> | <i>Weight</i> | <i>Score</i> |
|--|--------------|-----------------------|---------------|--------------|
| I. TEAM PROPOSED FOR THIS PROJECT A. Background of the personnel 1. Project Manager 2. Other Key Personnel 3. Consultants | 1 – 5 | | X 12 | |
| II. PROPOSED MANAGEMENT PLAN A. Team Organization 1. Quality Control and Assurance 2. Analytical and Technical | 1 – 5 | | X 12 | |
| III. PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR THIS PROJECT A. Describe projects | 1 – 5 | | X 10 | |
| IV. PROJECT CONTROL 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 9 | |
| V. PRESENT PROPOSED DESIGN APPROACH FOR THIS PROJECT A. Describe proposed philosophy. B. What problems do you anticipate and how do you propose to solve them? C. Managing multiple tasks and projects. D. Describe innovative and valued added services. | 1 – 5 | | X 10 | |
| VI. PRESENT EXAMPLES OF RECENTLY ACCOMPLISHED SIMILAR PROJECTS A. Describe the projects to demonstrate. 1. Schedule control. 2. Rate case studies. | 1 – 5 | | X 18 | |
| VII. DESCRIBE YOUR EXPERIENCE AND CAPABILITIES IN THE FOLLOWING AREAS A. County Utility Ordinances, Resolutions, and Codes. B. Utility Third Party Rate Analysis. C. Utility Operations. D. Debt Coverage Expertise. | 1 – 5 | | X 25 | |

| | | | | |
|--|-----------|--|------|--|
| VIII. VOLUME OF WORK – TOTAL OF PAYMENTS RECEIVED FROM COUNTY WITHIN THE PAST 24 MONTHS* \$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 * Based upon information provided on Proposal Submittal Signature Form, Magnitude of Charlotte County Projects | 0 - 5 | | X 01 | |
| IX. LOCATION Describe the Prime and Sub-Consultants responsiveness as it relates to the firm's location to the project. | 1 - 5 | | X 01 | |
| X. LITIGATION – HAVE YOU BEEN NAMED AS A DEFENDANT OR CO-DEFENDANT IN A LAWSUIT IN THE LAST FIVE YEARS If so, describe circumstances and outcome, including Case Number, Case Name and Court. | 1 – 5 | | X 01 | |
| XI. MINORITY BUSINESS Certified MBE, Sub-Consultants Certified MBE, and/or Non-Certified MBE. | Yes or No | | | |
| REMARKS: The value assigned is judged on a scale of 1 through 5, with 5 being the highest possible value. The two exceptions are: VIII. Volume of Work; and XI. Minority Business. Category VIII. Volume of Work has a value of 0 through 5 as indicated; and Category XI. Minority Business – The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. | | | | |

END OF PART III

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

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

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

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)