



AGENDA

REGULAR MEETING OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD

September 15, 2026 - 05:00 PM

Council Chambers, 1015 Cultural Park Boulevard, Cape Coral, FL 33990

1. CALL TO ORDER
 - a. Chair Jackson
2. MOMENT OF SILENCE
 - a. Chair Jackson
3. PLEDGE OF ALLEGIANCE
 - a. Chair Jackson
4. ROLL CALL
 - a. Members Atisele, Jackson, Katine, Kilraine, Michaels, and Santos
 - b. Parent Representatives Heuglin/OHS, Schade/OMS, Gibson/OES, and Rouzeau/OEN
5. STUDENT/STAFF RECOGNITIONS
 - a. Lexus Bock, Student, Oasis Elementary North
Presentation: Tourette Syndrome
6. APPROVAL OF MINUTES

- a. Request for Approval of Charter School Authority Governing Board Meeting Minutes on August 18, 2026.

7. CHANGES TO AGENDA / ADOPTION OF AGENDA

8. CITIZENS INPUT TIME

A maximum of 45 minutes is set for input of citizens on matters concerning the Charter School Authority Governing Board; 3 minutes per individual.

9. CONSENT AGENDA

a. CSA Resolution 40-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida awarding Request for Proposal No. 2026-RFP-033-AB to JP Cape South, LLC, for pizza delivery services; and approving Contract No. 2026-RFP-033-AB between the Cape Coral Charter School Authority and JP Cape South LLC, for pizza delivery services, in the amount of \$130,000, not to exceed budgetary limits; and further authorizing the Superintendent or their designee to execute Contract, Purchase Order(s) and any related documents; providing for an effective date.

Department: Charter School Authority

Dollar Value: \$130,000

Fund: Charter School

Funding Source: Reimbursement Grant – National School Lunch Program (NSLP) through the Florida Department of Agriculture and Consumer Services (FDACS)

Duration: One (1) year with two (2) additional one-year renewals

b. CSA Resolution 34-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, acknowledging the status of certain instructional personnel, for the 2026-2027 School Year, and the notice required to parents and guardians as set forth in Section 1012.42 of the Florida Statutes; and directing the Superintendent to provide and distribute the appropriate notifications in a timely manner, in accordance with state law and school policy; providing for an effective date.

c. CSA Resolution 35-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, accepting grant funding from the Florida Department of Education for the Safety and Security of School Buildings Initiative, for a total amount of \$21,402.73; and authorizing the Superintendent or their designee to execute any and all documents necessary to receive the grant funding and implement the expenditures in accordance with state and program requirements; providing for an effective date.

d. CSA Resolution 36-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, authorizing the receipt of Title II grant funding for the 2026-2027 school year, in the total amount of \$48,765, from the School District of Lee County, Florida, to support educator recruitment, retention, professional development, and incentive programs consistent with federal and district guidelines; and authorizing the Superintendent to execute any and all related document(s) in order to receive the grant funding; providing for an effective date.

e. CSA Resolution 37-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving the Superintendents personnel recommendations for the 2026-2027 School Year, for Oasis Charter Schools to include new hires, re-hires, promotions, transfers, demotions, and re-classifications; providing for an effective date.

f. CSA Resolution 38-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, accepting travel stipend funds from United Cerebral Palsy ("UCP") of Central Florida, Inc., in the total amount of \$4,000, for educator participation in the UCP Inclusion Experience; and authorizing the Superintendent or their designee to execute any and all documents necessary to receive the travel stipend funds and implement the expenditures in accordance with state and program requirements; providing for an effective date.

g. CSA Resolution 43-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving a Memorandum of Understanding ("MOU") between Oasis Charter Schools and the City of Cape Coral, Florida, on behalf of the Cape Coral Fire Department ("CCFD"), to --- [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES]; and authorizing the Superintendent or their designee to execute the Memorandum of Understanding and any other related documents; providing for an effective date.

10. UNFINISHED BUSINESS

11. NEW BUSINESS

a. CSA Resolution 39-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving the Classroom Teacher and Other Instructional Personnel Salary ("CTOIPS") increase allocation, formally known as the Teacher

Salary increase allocation, for the 2026-2027 school year; and directing the Superintendent to submit the statutorily required salary distribution plan to the Florida Department of Education; and further authorizing the Superintendent to execute any and all documents necessary to receive and disburse the Classroom Teacher and Other Instructional Personnel Salary ("CTOIPS") increase allocation; providing for an effective date.

b. CSA Resolution 42-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, authorizing a \$180 increase to the annual \$820 stipend, for a new total annual stipend of \$1,000, paid to employees assigned to operate and monitor the --- [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.073(3)(a) OF THE FLORIDA STATUTES]; and authorizing the Superintendent or their designee to execute any and all documents necessary to increase the annual stipend; providing for an effective date.

12. SUPERINTENDENT REPORT

a. Jacqueline Collins, Superintendent

b. CSA Resolution 28-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving and adopting Florida Safe Schools Assessment Tool ("FSSAT") for Oasis Charter Schools, for the 2026-2027 School Year, in accordance with Florida Department of Education Student Safety and Security Requirements; and authorizing the Superintendent, to implement all necessary procedures, recommendations and findings presented within the FSSAT, staff training, emergency coordination efforts, and operational practices to maintain compliance; providing for an effective date.

13. CITY MANAGER REPORT

a. Mark Mason, Assistant City Manager

14. COUNCILMEMBER REPORT

a. Councilmember Joe Kilraine, District 5

15. CHAIR REPORT

a. Chair Jackson

16. FOUNDATION REPORT

17. STAFF REPORT

- a. Jackie Corey, Principal, Oasis High School
- b. Tammy Daniels, CSA Transportation Manager

18. REPORTS OF BOARD MEMBERS AND COMMENTS

19. TIME AND PLACE OF FUTURE MEETING

- a. A Charter School Governing Board meeting is scheduled for Tuesday, October 13, 2026, beginning at 5:00 p.m. in Council Chambers.

20. MOTION TO ADJOURN

Members of the audience who address the Board/Commission/Committee shall step up to the speaker's lectern and give his/her full name, address and whom he/she represents. Proper decorum shall be maintained at all times. Any audience member who is boisterous or disruptive in any manner to the conduct of this meeting shall be asked to leave or be escorted from the meeting room.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons needing a special accommodation to participate in this proceeding should contact the Office of the City Clerk whose office is located at City Hall, 1015 Cultural Park Boulevard, Florida; telephone number is 1239-574-0411, at least forty-eight (48) hours prior to the meeting for assistance. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8700 (v) for assistance.

In accordance with Florida Statute 286.0105: any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

Lexus Bock, Student, Oasis Elementary North

Summary:

Presentation: Tourette Syndrome

Requested Action: Informational Only

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☒ Strategic Goal #1: Student Achievement
- ☐ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

Request for Approval of Charter School Authority Governing Board Meeting Minutes on August 18, 2026.

Summary:

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☐ Strategic Goal #2: Continuous Improvement
- ☒ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

**MINUTES FOR THE REGULAR MEETING OF THE CAPE CORAL
CHARTER SCHOOL AUTHORITY GOVERNING BOARD**

August 18, 2026

Council Chambers

5:00 p.m.

Meeting called to order by Chair Jackson at 5:00 p.m.

MOMENT OF SILENCE – Chair Jackson

PLEDGE OF ALLEGIANCE – Chair Jackson and the Color Guard.

Roll Call: Members Atisele, Jackson, Katine, Kilraine, and Michaels were present. Member Santos was not present.

Parent Representatives: Parent Representatives Gibson/OES, Schade/OMS, and Rouzeau/OEN were present. Parent Representative Hueglin/OHS was not present.

Also Present:

Jacquelin Collins, Superintendent
Kristie Belesiotis, CSA HR Manager
Donnie Hopper, Principal, OMS
Jackie Corey, Principal, OHS
Amy Picciolo, AP, OMS
MaryBeth Grecsek, Principal, OES
Kevin Brown, Principal, OEN
Dr. Carissa Domrase, Director, Oasis STEM Innovation
Mary Ossichak, Food Service Manager
Tammy Daniels, Transportation
Kathleen Paul-Evans, CSAGB Meetings Coordinator
Agnes Sikora, Senior Accountant
Mark Mason, Assistant City Manager
Mark Moriarty, Assistant City Attorney
Rory Alvarez, Public Works/Facilities Manager
Crystal Feast, Financial Services Director
Wanda Roop, Procurement Manager
Jennifer Koehn, Senior Accounting Manager
Oasis High JROTC Shark Battalion Color Guard

STUDENT/STAFF RECOGNITIONS - None

APPROVAL OF MINUTES

Request for Approval of Charter School Authority Governing Board Regular Meeting
Minutes of Tuesday, June 23, 2026

Member Kilraine moved, seconded by Member Michaels, to approve the minutes (for the Charter School Authority Governing Board Regular Meeting) of June 23, 2026 (as presented). Voice Poll: All "Ayes." Motion carried.

CHANGES TO AGENDA/ADOPTION OF AGENDA

Chair Jackson asked if there were any changes to the agenda.

Superintendent Collins requested to advance Item 17, Staff Report, to above Item 11, New Business, with the balance of the agenda to remain as presented. There were no objections.

Member Kilraine moved, seconded by Member Atisele, to approve the agenda as presented, with the exception of Item 17 (Staff Report), being moved to position 10. Voice Poll: All "Ayes." Motion carried.

CITIZENS INPUT TIME

No Activity.

CONSENT AGENDA

Chair Jackson asked if anyone wished to pull any Consent Agenda items for discussion. There were none.

Member Kilraine moved, seconded by Member Michaels, to approve the Consent Agenda, as presented. Voice Poll: All "Ayes." Motion carried.

9.a. CSA Resolution 29-26

Authorize the execution of Contract No. 2026-RFP-FN-005-SS-C between the Charter School Authority and FMIT, Administered by Florida League of Cities, Inc., for Insurance Services in an estimated amount of \$183,344 for the Initial Contract Year, Not To Exceed Budgetary Limits and Contingent Upon Annual Appropriations; Authorize the Superintendent or Designee to Execute the Contract, Purchase Order(s), and any related Document(s); providing for an effective date.

APPROVED

9.b. CSA Resolution 30-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving a contract with Evergreen Solutions, LLC, to conduct a

compensation plan update for the Oasis Charter Schools, for a not to exceed amount of \$21,500; Authorizing the Superintendent to execute the Contract, purchase order(s) and any other related documents; providing for an effective date.

APPROVED

9.c. CSA Resolution 31-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving the Occupational Therapy Contract with Ashley Dowell OT LLC, to provide occupational therapy services to the Oasis Charter Schools for the 2026-2027 school year; Authorizing the Superintendent to execute the Contract, purchase order(s) and any other related documents; providing for an effective date.

APPROVED

9.d. CSA Resolution 32-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving the Speech Language Pathology Contract with Sandhill Speech and Language Services, LLC, to provide speech language pathology services to the Oasis Charter Schools for the 2026-2027 school year; Authorizing the Superintendent to execute the Contract, purchase order(s) and any other related documents; providing for an effective date.

APPROVED

UNFINISHED BUSINESS – None

STAFF REPORT

Superintendent Collins introduced Dr. Carissa Domrase, the new Director of Oasis STEM (Science, Technology, Engineering, and Mathematics) Innovation. Dr. Domrase provided the Governing Board with additional information regarding the Artificial Intelligence (AI) Pilot Program for Oasis Charter Schools. She then introduced herself and shared the following background:

- Former Oasis Middle School STEM educator, 2015- 2018
- Eight years teaching high school business, digital design, and computer science in Indiana
- Received multiple accolades, including State Computer Science Teacher of the Year and National Business Teacher of the Year through Knowledge Matters
- Named the Tri-State STEM Educator of the Year in 2024 (IN, OH, and KY)
- Previous leader of a Career and Technical Education (CTE) Department overseeing the Business Digital Design and Computer Science teachers

Dr. Domrase shared the following information concerning her goals as Director of Oasis STEM Innovation:

- Aligning the STEM program vertically for a continuous pathway for students in grades K through 12 and improving science achievement

- Working with local businesses and researching workforce needs to prepare students for the local workforce
- Focus on programs to assist educators with classroom workflow and improve student outcomes
- After surveying educators, three programs were selected (Brisk, Diffit, and TeachShare) to move forward with a pilot program to recruit three teachers from each building for each program, for effectiveness
- Educators would complete a 12-week pilot program with structured activities for them to use in their classrooms and evaluate programs for effectiveness
- They have obtained free 90-day trials for these programs, so the educators will have premium access while evaluating each program
- CSA Resolution 33-26 addresses an “Add-pay” for educators participating in the trial, as there will be a need for additional time to experiment with the programs
- Educators are to report on how each program performed and provide an evaluation of whether the programs were worth pursuing, and whether a long-term license, either system-based or school-based, would be appropriate
- Should one of the programs be selected, each building will have staff who are experienced with using the program and can share information with other educators, which will allow improved workflow in the classroom

Discussion held regarding:

- AI should be pursued vigorously; elementary students need the AI building blocks before going to middle school
- Vertical matriculation of STEM supplies building blocks for students to achieve higher requirements at the next school level
- Implementation of AI in schools with limited space available
- Obtaining educator support for a trial is important, as one size does not fit all, as applied to grade level and educator level of competency using technology
- Utilization of three programs allows for sufficient feedback as to what is best for everybody, and it is truly an example of best practices
- These programs should allow educators to spend more time with students
- The need exists to research a proprietary program for students to use
- An AI framework for grades K through high school is in the works in terms of literacy benchmarks so students understand the basics of AI and how to use it appropriately, and the goal is to implement sometime during this school year
- Prior leadership position experiences and visiting classrooms to obtain educator viewpoints as well as being part of their support system
- Confirmation that the “Add-pay” is already included in the approved budget
- The pilot program should be comfortable for all educators regardless of how comfortable they currently are with technology

NEW BUSINESS

11.a. CSA Resolution 33-26

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving Add pay compensation for those Charter School Authority Teachers who participate in the 12-week artificial intelligence (AI) classroom innovation pilot; providing for an effective date.

APPROVED

Member Kilraine moved, seconded by Member Michaels, to approve (the New Business Item CSA Resolution 33-26), as presented. Voice Poll: All "Ayes." Motion carried.

SUPERINTENDENT REPORT Jacquelin Collins, Superintendent

Superintendent Collins stated that she would present a summary of the past year, connecting key events, student progress and achievement scores, and the strategic plan. She displayed and commented on the following slides on the *State of the Oasis Charter Schools 2025-2026*:

- State of the Charter Schools 2025-2026
- Our Vision/Our Mission
- State of the Schools Strategic Goals FY25
- Strategic Goal #1 Student Achievement
- Strategic Goal #1 Test Data
- Oasis Elementary South: ELA/Math/Science Scores 2025-2026
- Oasis Elementary South: ESSA Subgroup Analysis FY22-FY26
- Oasis Elementary North: ELA/Math/Science Scores 2025-2026
- Oasis Elementary North: ESSA Subgroup Analysis FY22-FY26
- Oasis Middle School: ELA/Math/Science/Social Studies Scores 2025-2026
- Oasis Middle School: ESSA Subgroup Analysis FY22-FY26
- Oasis High School: ELA/Math/History/Biology Scores 2025-2026 (2 slides)
- Oasis High School: ESSA Subgroup Analysis FY22-FY26
- Cambridge Testing Highlights 2025-2026
- Oasis High School: Subgroup Analysis 2025-2026
- Strategic Goal #1
- The Oasis Way
- Instructional Practices: WICOR Strategies Implemented in Every Lesson
- Danielson Evaluation Model
- Strategic Goal #2 Continuous Improvement (2 slides)
- Instructional Staff Turnover by Reason
- Support Staff Turnover by Reason
- Employee Compensation Roadmap
- Professional Development for Teachers

- Strategic Goal #2
- Evaluation
- Workforce Pathways
- Photos (2 slides)
- Strategic Goal #3 Community Engagement
- Strategic Goal #3
- Strategic Goal 3.1 Strengthen the Oasis Charter Schools Brand
- Strategic Goal 3.3 Increase Parent Involvement Support
- Funding Opportunities
- Community Partnerships
- Our Governing Board
- Thank You

Discussion held regarding:

- Strategic goals were developed in 2024 to focus on student achievement, continuous improvement, and community engagement
- The presentation provided a clear snapshot, supported by data that highlighted both strengths and weaknesses
- Increased parent involvement contributes to greater student success
- The presentation is strategic in every area, and the after-action plan is being implemented in a manner that focuses on specific performance goals
- The performance comparison, relative to other districts, is impressive
- Factors shown in the presentation are also used as part of the accreditation process
- AI was utilized in the creation of the presentation, saving considerable time
- Councilmember Kilraine is hosting a Town Hall meeting that will be focused on the Oasis Charter School System, and Superintendent Collins will be attending as the subject matter expert
- Students with disabilities, or those in the exceptional student subgroup, are classified as students who have an IEP or those scoring ones and/or twos on their state assessments, and efforts to address the identified deficiencies are already underway
- Unique system makes it difficult for compensation studies; will continue to look for similar systems for comparison

Councilmember Kilraine left the meeting at 6:20 p.m.

- Possibility of the State penalizing the school due to ESE student scores is unlikely
- The Florida Department of Education (FLDOE) identifies the student subgroups within lower socioeconomic ranges
- No areas for improvement were ignored, and action plans have already been developed to address each identified need

- Every Student Succeeds Act (ESSA) requires that schools performing below a 41% threshold must implement a school improvement plan to address identified deficiencies
- This is the second year of implementing the University of Florida Literacy Institute (UFLI) program, a phonics-based literacy program, and educators are already seeing a difference
- The ESE educators do not have a designated lead staff member; educators collaborate to provide consistent, systemic student support across grade levels

CITY MANAGER REPORT
Mark Mason, Assistant City Manager

Assistant City Manager Mason reported on the following:

- Summer months improvements include stripping and waxing the tile, the middle and high school gymnasiums had the flooring refinished, carpets were cleaned, and middle school lockers and shower rooms were renovated
- Site improvements include removing and replacing damaged concrete, new walkways in select areas, concrete grading, French drains around some of the buildings and play areas, and new fence and structural supports on play fields
- Financially, the audit should be completed by the end of September
- IT has completed “device readiness” on over 4,100 computer systems, Chromebooks, classroom infrastructure updates, software updates, created and retired hundreds of staff and student accounts, re-imaged over 40 staff devices, and rolled out a district-wide testing software for the managed kiosks
- IT has completed a start-of-year system preparation for the cafeteria system, finalized a risk application setup, launched security awareness training, and implemented dual authentication integration
- Phone system migration to a WebEx is in progress
- Room-to-room technology walkthroughs have been completed
- Facility-specific projects include items such as a new security camera and badge printer
- Sports Complex bid package completed and should go out next month, with the item to appear before Council by the end of the year

COUNCILMEMBER REPORT
Councilmember Joe Kilraine, District 5

Chair Jackson announced that Councilmember Kilraine had a previous engagement but has a Town Hall meeting scheduled for September 26, 2026, which features the Charter School System and Superintendent Collins, and Chair Jackson will be there.

CHAIR REPORT
Kristifer Jackson, Chair

Chair Jackson commented on the following:

- He has requested that the Color Guard provide a presentation on proper etiquette and decorum at the November meeting
- Attended the Lee County Board of Elections straw poll to promote the Charter School System
- Met with the Youth Council on August 14, 2026, to invite them to sit on the dais at the November meeting
- The Youth Council will focus on their mental health initiatives at that meeting

FOUNDATION REPORT

Gary Cerny, President, Cape Coral Municipal Charter Schools Foundation - None

REPORTS OF BOARD MEMBERS AND COMMENTS

Parent Representative Rouzeau noted interest in seeing how AI implementation affects student academics and using various platforms to address learning gaps.

Member Michaels expressed gratitude towards the administration.

Member Atisele inquired about security procedures and confirmed smooth implementation for this school year.

Member Katine expressed gratitude towards the administration.

Parent Representative Shade commented that the school year is off to a good start.

Chair Jackson thanked all departments involved in the seamless start to the school year, noting the extensive coordination required among staff, city services, transportation, administration, security, and other departments.

TIME AND PLACE OF FUTURE MEETING

A Charter School Authority Governing Board Meeting was scheduled for Tuesday, September 15, 2026, beginning at 5:00 p.m. in Council Chambers.

MOTION TO ADJOURN

There being no further business, the meeting adjourned at 6:48 p.m.

Submitted by,

Stacey Pasek
Recording Secretary



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form

City of Cape Coral

Title:

CSA Resolution 40-26

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida awarding Request for Proposal No. 2026-RFP-033-AB to JP Cape South, LLC, for pizza delivery services; and approving Contract No. 2026-RFP-033-AB between the Cape Coral Charter School Authority and JP Cape South LLC, for pizza delivery services, in the amount of \$130,000, not to exceed budgetary limits; and further authorizing the Superintendent or their designee to execute Contract, Purchase Order(s) and any related documents; providing for an effective date.

Department: Charter School Authority

Dollar Value: \$130,000

Fund: Charter School

Funding Source: Reimbursement Grant – National School Lunch Program (NSLP) through the Florida Department of Agriculture and Consumer Services (FDACS)

Duration: One (1) year with two (2) additional one-year renewals

Requested Action: Approve or Deny

Additional Information:

The Cape Coral Charter School Authority operates four Schools across two campuses. During the school year, pizza is offered as a lunch item on the monthly school menu. Staff sought to assess operational performance, student acceptance and cost-effectiveness of utilizing a vendor capable of providing freshly prepared, timely deliveries to all four schools on a weekly basis.

The National School Lunch Program (NSLP) is a federally assisted meal program operating in public and nonprofit private schools. The program provides nutritionally balanced, low-cost or free lunches to children each school day. The Florida Department of Agriculture and Consumer Services (FDACS) administers the NSLP at the State level. The Cape Coral Charter School Authority is a sponsor of the NSLP and received reimbursement through FDACS for eligible meals served through the program.

Staff issued RFP No. 2026-RFP-033-AB, Pizza Delivery Services, for the purchase and delivery of pizzas at the schools, on August 5, 2026. A total of 679 vendors were notified, and 24 vendors downloaded the solicitation documents.

The RFP closed on August 20, 2026, with two responses being received. The proposers, in alphabetical order, were Jama Food Services, Inc. And JP Cape South, LLC.

On August 26, 2026, the two firms were evaluated by the Evaluation Team, and JP Cape South LLC was scored the highest based on the criteria set forth in the solicitation.

In accordance with FDACS requirements applicable to the NSLP, the solicitation was submitted to FDACS for review and approval. Prior to award and execution of a contract with the intended awardee, the required procurement documentation was submitted to FDACS for review and approval. On August 31, 2026, FDACS completed its review and approved the procurement documents.

If approved, Contract #2026-RFP-033-AB, with the contract with JP Cape South, LLC (aka Jet's Pizza) for the unit price stated on the bid response for an estimated annual amount of \$130,000, not to exceed budgetary limits, for one year with 2 additional one-year renewals.

This procurement is governed by the City of Cape Coral Code of Ordinances, Article VII: Purchase and Sale of Real and Personal Property, Division 1: Purchasing of Good and Services, section 2-144(j) contracting for goods and/or services through a request for proposal (RFP).

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Wanda Roop (AB)

CSA RESOLUTION 40-26

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. 2026-RFP-033-AB TO JP CAPE SOUTH, LLC, FOR PIZZA DELIVERY SERVICES; AND APPROVING CONTRACT NO. 2026-RFP-033-AB BETWEEN THE CAPE CORAL CHARTER SCHOOL AUTHORITY AND JP CAPE SOUTH, LLC, FOR PIZZA DELIVERY SERVICES, IN THE AMOUNT OF \$130,000, NOT TO EXCEED BUDGETARY LIMITS; AND FURTHER AUTHORIZING THE SUPERINTENDENT OR THEIR DESIGNEE TO EXECUTE THE CONTRACT, PURCHASE ORDER(S) AND ANY RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pizza is offered as a lunch item option on the school lunch menu across the four (4) Oasis Charter School campuses; and

WHEREAS, the National School Lunch Program ("NSLP") is a federally assisted meal program operating in public and nonprofit private schools that provides nutritionally balanced, low-cost or free lunches to children each school day; and

WHEREAS, the Florida Department of Agriculture and Consumer Services ("FDACS") administers the NSLP at the State level; and

WHEREAS, the Cape Coral Charter School Authority is a sponsor of the NSLP and receives reimbursement through FDACS for eligible meals served through the program; and

WHEREAS, staff sought to evaluate the operational performance, student acceptance, and cost-effectiveness of engaging a vendor capable of providing freshly prepared pizza with timely, reliable weekly deliveries to all four (4) campuses; and

WHEREAS, the City issued Request for Proposal No. 2026-RFP-033-AB on August 5, 2026, for pizza delivery services; and

WHEREAS, the City received two (2) proposals; and

WHEREAS, the firms were evaluated by the Evaluation Team on August 26, 2026; and JP Cape South, LLC was determined to be the most responsive and responsible bidder to perform pizza delivery services for the Oasis Charter Schools; and

WHEREAS, in accordance with the requirements of the FDACS applicable to the NSLP, the solicitation and required procurement documentation were submitted to FDACS for review and approval prior to the award and execution of a contract with the intended awardee, and on August 31, 2026, FDACS completed its review and approved the procurement documents; and

WHEREAS, the City Manager recommends that the Mayor and City Council award Request for Proposal No. 2026-RFP-033-AB to JP Cape South, LLC, for pizza delivery services, in the amount of \$130,000, not to exceed budgetary limits.

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby awards Request for Proposal No. 2026-RFP-033-AB to JP Cape South, LLC, for pizza delivery services.

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby approves Contract No. 2026-RFP-033-AB between the Cape Coral Charter School Authority and JP Cape South, LLC, for pizza delivery services, in the amount of \$130,000, not to exceed budgetary limits

Section 3. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby directs the Superintendent or their designee to execute the Contract, purchase order(s) and any related documents.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

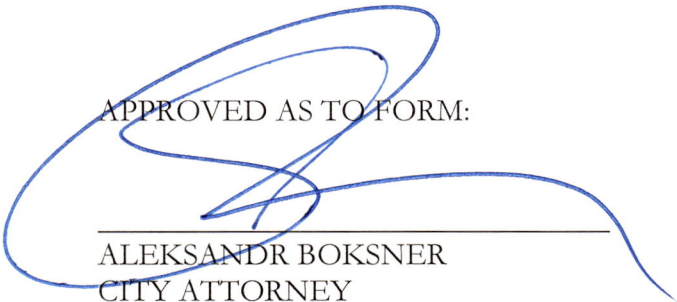
JACKSON _____
ATISELE _____
KATINE _____
MICHAELS _____

SANTOS _____
KILRAINE _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

RECORDING SECRETARY

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY


res/Award RFP- JP Cape South, LLC



City of Cape Coral, FL
Procurement
Wanda Roop, Procurement Manager
P.O. Box 150027, Cape Coral, FL 33915

EVALUATION TABULATION
RFP No. 2026-RFP-033-AB
Pizza Delivery Services for Charter Schools
RESPONSE DEADLINE: August 20, 2026 at 2:00 pm

CONSENSUS SCORECARD SUMMARY

Vendor	Firm Background & Experience Points Based 25 Points (25%)	Demonstrated Knowledge & Resources Points Based 25 Points (25%)	Prior Experience and References Points Based 10 Points (10%)	Fees/Costs Points Based 40 Points (40%)	Total Score (Max Score 100)
JAMA Food Services, Inc.	16.67	20	6.67	31.67	75
JP Cape South LLC	21.67	20.67	5.33	36.67	84.3



City of Cape Coral, FL

REQUEST FOR PROPOSAL

2026-RFP-033-AB

PIZZA DELIVERY SERVICES FOR CHARTER SCHOOLS

RELEASE DATE: August 5, 2026

RESPONSE DEADLINE: August 20, 2026, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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1. Legal Notice - RFP

The Charter School Authority, is seeking proposals for Pizza Delivery Services for Charter Schools, in accordance with 2026-RFP-033-AB, in the State of Florida. A copy of the Request for Proposal (RFP) Documents may be obtained online at <https://procurement.opengov.com/portal/capecoralfl>. Register to receive notifications of future opportunities and to view current solicitations.

This Competitive Solicitation closes at **2:00 pm, Thursday, August 20, 2026** Once the Due Date and "Time Remaining" count down has expired, OpenGov will no longer permit responses to be submitted.

NOTE: No questions will be accepted after 2:00 pm, Friday, August 7, 2026 and all questions must be submitted through OpenGov at <https://procurement.opengov.com/portal/capecoralfl>.

RESPONSES MUST BE RECEIVED ELECTRONICALLY ON THE E-PROCUREMENT PLATFORM OPENGOV NO LATER THAN 2:00 pm, Thursday, August 20, 2026 RESPONSES SUBMITTED AFTER THAT TIME WILL NOT BE ACCEPTED.

The Charter School Authority reserves the right to reject any or all proposals, award in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the Charter School Authority.

Pursuant to Florida State Statute 119.071 (2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

All proposals are to be submitted through the OpenGov System at the following link:

<https://procurement.opengov.com/portal/capecoralfl>

By Order of the City Manager

Kimberly Bruns, City Clerk MMC

Released Date: Wednesday, August 5, 2026

2. Definitions

Included in this section is a list of all definitions utilized by the City. Not all definitions will be utilized or apply to every solicitation issued.

2.1. Definitions

Addenda are issued electronically prior to the closing of solicitations which clarify, correct, or change the solicitation Requirements of the Contract Documents.

Additional Services: The term "Additional Services" shall refer to such services as the City may request and authorize, in writing, that the Supplier or Program Manager (PM) perform relative to an Agreement which has not been identified in the original Scope of Services. Additional services shall be authorized by the execution of both Parties of an Agreement as a "Change Order", "Amendment" or "Work Authorization" when Work Authorizations apply.

Agreement: The written contract between Cape Coral Charter School Authority and Contractor covering the work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

ARCHITECT/ENGINEERING (A/E) for this solicitation shall hereafter refer to City and/or City's Engineering staff.

Bid: The offer or proposal of the bidder setting forth the prices for the work to be performed. Also referred to as "e-bid" or electronic bid.

Change Order: Document recommended by A/E (which is signed by Contractor and/or Owner and authorizes an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time.

City: Shall be understood as referring to the City of Cape Coral, Florida.

City Representative: The term "City Representative" shall mean the person designated by the City (or their designee) to act on the City's behalf with respect to the Program or Project and be the primary point of contact.

Consultant: Provider of Services, can also be referred to as Proposer, FIRM, Consultant, Contractor or Awarded Firm.

Construction Documents: The term "Construction Documents" shall mean the written specifications, design drawings and other specified documents that provide the requirements of construction provided under an agreement or Work Authorization.

Contract Administrator: Wherever in the Contract the word "Contract Administrator" is used it shall be understood as referring to the Contract Administrator of the Owner, acting personally or through any assistants duly authorized in writing for such by the Owner.

Contract Documents are the agreement, Addenda, Contractor's response, except when it conflicts with any other contractual provision, the Notice to Proceed, the Bonds, this solicitation Package, these General

Conditions, the Specification and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders.

Contract Duration: The term “Contract Duration” shall mean the for agreed upon calendar days that are specified in the agreement or Work Authorizations. Can also be referred to as “Contract Time”.

Contract Price is the monies payable by the Cape Coral Charter School Authority to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement or Work Authorization.

Contract Time is the number of calendar days or the dates stated in the Agreement or Work Authorization.

Contractor: Shall be understood as referring to the individual, corporation, or partnership whose name appears on the Contract.

Days: As used in this Agreement, the term “days” means calendar day unless expressly stated otherwise

Design-Build Firm: Provider of Services, can also be referred to as Proposer, FIRM, Consultant, Contractor or Awarded Firm

Effective Date of the Agreement is the date indicated in the Agreement or Work Authorization on which it becomes effective, but if no such date is indicated it means the date on which the Agreement or Work Authorization is signed by the last party.

Facility: The term “Facility” is defined as any City owned property.

Final Completion: The term “Final Completion” is defined as the point when the full scope of work associated with any agreement or Work Authorization (WA) has been fully completed.

Guaranteed Maximum Price: The term “Guaranteed Maximum Price (GMA)” is defined as the contractual cost established by the Contractor or Program Manager and accepted by the City for an agreement or Work Authorization (WA).

MBE/WBE/SBE: Minority Business Enterprise/Women Business Enterprise/Small Business Enterprise. A certified minority business enterprise is defined by Florida Small and Minority Business Assistance Act of 1985. If applicable, the primary proposing firm should submit the Certified Minority Business (MBE – Minority Business Enterprise/WBE - Women Business Enterprise/ SBE – Small Business Enterprise) certification documentation.

Notice to Proceed: The term “Notice to Proceed (NTP)” is defined as written notification by the owner or representative to start work and establishes the commencement of time for the agreement or Work Authorization (WA).

Owner: Wherever in the Contract Documents the word “**Owner**” is used it shall be understood as referring to the City.

Program: The term "Program" is all planning, budgeting, administration, scheduling, inspection, coordination, management, permitting, design, construction management, construction, and start-up services associated

with all of the individual Work Authorizations to be identified and authorized in order to implement the Program, to the extent authorized by the City pursuant to this Agreement.

Program Manager: The term “Program Manager” (PM) shall refer to the business entity which the enters into this agreement with the City and is responsible for all services required of this agreement or Work Authorization.

Program Team: The term “Program Team” shall refer to the PM and its consultants, contractors and the City.

Quote: The offer or proposal of the quoter setting forth the prices for the work to be performed or goods to be purchased. Also referred to as “e-bid” or electronic quote.

Respondent or Responder: The term "Respondent" or "Responder" refers to the submitting party that submits a bid, proposal or quote in response to a solicitation.

Response: The term "Response" shall refer to the submitting party's reply to the solicitation issued.

RFP: Request for Proposal.

Services: The term “Services” refers to the scope of work listed in the Contract Documents and Exhibits.

Solicitation: The term "Solicitation" shall refer to an Invitation to Bid, a Request for Proposal, a Request for Qualifications, a Formal Quote, or any other request that is issued through the OpenGov system.

Subcontractor: as employed herein, includes only those that have a direct contract with the Consultant or Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

Substantial Completion: The term “Substantial Completion” shall mean the date when all construction and/or other work required for the agreement or Work Authorization is sufficiently complete in accordance with the approved Construction Documents so that the City can take beneficial occupancy and utilization of such work (or a portion thereof designated by the City) for the use for which it is intended.

Term: The term of any agreement resulting from the Request for Proposal (RFP) will expire at the conclusion of this project’s agreed upon final completion and certification.

Work Authorization: The term “Work Authorization” is for the design and/or construction and/or operations startup and/or other services associated with one or more of the facility improvements and or those services as provided in Exhibit "A" and shall include, when appropriate, all design services and/or all labor, material and equipment to be used or incorporated into the improvements.

Wherever in the Contract Documents the word “**Owner**” is used it shall be understood as referring to the Cape Coral Charter School Authority. Wherever the word “Contractor” is used it shall be understood as referring to the individual, corporation or partnership whose name appears on the Contract. Wherever in the Contract the word “A/E or Contract Administrator” is used it shall be understood as referring to the A/E or Contract Administrator of the Owner, acting personally or through any assistants duly authorized in writing for such by the Owner.

Contractor shall receive a written **Notice to Proceed** along with a Purchase Order.

The term “Subcontractor” as employed herein, includes only those that have a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

3. General Terms & Conditions - Commodity, Services and/or Repair

3.1. LEGAL ENTITY

The Legal Entity Name of the Respondent must be provided on the respondent's submittal and all documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

3.2. SOLICITATION OVERVIEW

NOTICE IS HEREBY GIVEN that the City of Cape Coral, Florida is issuing this Solicitation through its electronic procurement system. All documents and items included in the electronic Solicitation are incorporated herein by reference.

By submitting a response, the Respondent agrees to comply with all Terms and Conditions contained herein. In the event of a conflict between this Solicitation and City ordinances or applicable law, such ordinances and laws shall prevail.

The Legal Entity Name of the Respondent must be provided on all submission documents and will be used in any resulting contract.

3.3. TERM

The term of any agreement resulting from this Solicitation. Unless otherwise stated, shall remain in effect until the agreed upon final completion and fulfillment of all contractual obligations.

3.4. CONTRACT - (AGREEMENT)

The Cape Coral Charter School Authority may require the awarded firm(s) to execute written contract(s) prior to the issuance of a purchase order. A Sample Agreement has been included for reference and is subject to change.

3.5. ELECTRONIC SUBMISSION OF RESPONSES

- A. Respondents shall submit their responses to this solicitation via the electronic procurement portal (OpenGov). Responses must be submitted electronically by the time and date in the Solicitation.
- B. Respondents shall provide all documentation required by the Solicitation. Failure to submit required items may result in a determination that the response is non-responsive or rejected, at the Cape Coral Charter School Authority's discretion.
- C. Responses by corporations must be executed in the corporate name by a duly authorized corporate officer. The president or a vice-president, and the corporate seal must be affixed and attested to. The

Cape Coral Charter School Authority reserves the right to require documentation of signing authority prior to award or contract execution.

- D. Responses by partnerships must be executed in the partnership name by a partner or authorized individual.
- E. A respondent responding to this solicitation as a joint venture is required to obtain bid authority under Rule 61G4-15.0022, Florida Administrative Code and include evidence of such bid authority in its response to this solicitation.
- F. Upon submission, all documents become the property of the Cape Coral Charter School Authority and are subject to Florida public records laws.

3.6. PROPOSAL REQUIREMENTS AND REVIEW CRITERIA

- A. Respondents shall submit their responses to this solicitation via the electronic procurement portal (OpenGov). Responses must be submitted electronically by the time and date in the Solicitation.
- B. Proposals must be submitted by an authorized representative of the firm. The person submitting this proposal represents and warrants that he or she is duly authorized and has legal capacity to do so on the company's behalf.
- C. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Submittals which are substantially incomplete or lack key information may be rejected at the Cape Coral Charter School Authority's discretion. The selection of short-listed firms will be based on the information provided in the submittal.
- D. Information submitted should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.
- E. Submittal should follow the format as described in the Proposal Submission Format.

3.7. INTERPRETATIONS/QUESTIONS

All questions about the meaning or intent of the Solicitation Documents shall be submitted through the Cape Coral Charter School Authority's designated electronic procurement portal (OpenGov) by the date and time stated in the solicitation.

Interpretations or clarifications of the Solicitation Documents shall be issued by written addendum only and posted through the electronic procurement portal. Respondents may rely only on written addenda issued by the Cape Coral Charter School Authority. By submitting a response, the Respondent acknowledges receipt of and responsibility to review all addenda related to the Solicitation.

NO ADDENDA WILL BE ISSUED WITHIN FIVE (5) BUSINESS DAYS PRIOR TO THE SUBMISSION DEADLINE, UNLESS AN ADDENDUM HAS BEEN ISSUED EXTENDING THE DEADLINE.

3.8. LOBBYING

- A. All firms and their agents who intend to, or have, submitted responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, members of the Selection Advisory Committee (SAC), nor any employee of the City of Cape Coral are to be lobbied either individually or collectively concerning this project.
- B. Contact should only be made through regularly scheduled Council meetings, or meetings scheduled through the Procurement Division, which are for the purposes of obtaining additional or clarifying information.
- C. Any action, to include dinner or lunch invitations, by a submitting firm that may be interpreted as being within the purview of this requirement shall result in the immediate disqualification from further consideration in this project.

3.9. EXAMINATION OF SOLICITATION DOCUMENTS

Before submitting a response, each Respondent shall carefully examine the Solicitation Documents and become familiar with all requirements that may affect cost, schedule, or performance. Respondents are responsible for reviewing applicable federal, state, and local laws and regulations relevant to performance of the work.

Submission of a response constitutes a representation that the Respondent has reviewed the Solicitation Documents and finds them sufficient to perform the requested work.

3.10. EXAMINATION OF SITE (WHEN APPLICABLE)

Reference is made to the Special Conditions (if applicable) for identification of reports of investigations and tests of subsurface or latent physical conditions at the site, or other conditions affecting cost, progress, or performance of the Work, which were relied upon by the City or its design professional in preparing the Drawings and Specifications. The City will make copies of such reports available to any Respondent upon request. These reports are provided for informational purposes only and are not guaranteed as to accuracy. For the response, each Respondent shall, at its own expense, make any additional investigations and tests deemed necessary to determine performance of the Work in accordance with the time, price, and other terms and conditions of the Solicitation Documents.

The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Special Conditions (if applicable), General Conditions, or Drawings.

Submission of a response constitutes a representation that the Respondent has examined the site and accepts conditions affecting performance.

3.11. VENDOR REGISTRATION

All vendors must be registered with the City of Cape Coral electronic procurement portal at <https://procurement.opengov.com/portal/capecoralfl> in order to submit a response to a solicitation.

Upon award of a contract, the vendor will also need to register with the City of Cape Coral vendor portal. Registration can be done online from the City of Cape Coral website, www.capecoral.gov Once on the website, under "I WANT TO," click on "Register" then "City Vendor." That will take you to the "Vendor Portal" page from where you may register online.

3.12. QUALIFICATIONS OF RESPONDENTS

Only one response from an individual, firm, partnership, or corporation under the same or different names will be considered. If it appears to the City that a Respondent is interested in more than one response for the work contemplated, all such responses may be rejected. If the City has reasonable grounds to believe that collusion or combination exists between Respondents, all affected responses may be rejected, and such Respondents may be disqualified from consideration for the project.

Responses will be considered only from firms regularly engaged in providing the goods or services specified in the Solicitation. Respondents must possess adequate organization, facilities, equipment, and personnel to ensure prompt and efficient performance.

The City reserves the right, prior to award, to inspect a Respondent's facilities and organization or take any action necessary to determine the Respondent's ability to perform in accordance with the specifications, terms, and conditions.

The City of Cape Coral will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject responses where evidence is submitted or investigation or evaluation, indicates inability of the inability to perform in accordance with the Solicitation requirements.

3.13. PROPOSAL OF SUBMITTING FIRM

Responses will be considered from firms normally engaged in providing the service(s) requested. The Respondent must demonstrate adequate experience, organization, facilities, equipment, proper licensing, and personnel to ensure prompt and efficient service to the City of Cape Coral. Responses should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities and any other additional, pertinent details to describe the team's capabilities.

- A. The CITY reserves the right, before recommending any firm or award of work, to inspect the facilities and organization or to take any other action necessary to determine the ability of firm to perform in accordance with the requested information, specifications, terms and conditions, or any needs of the CITY.

- B. The Cape Coral Charter School Authority may utilize request for information, information questionnaires, proposer's submittal information, references, licenses, proposer's capacity, staff, experience, and any tools it may deem necessary to determine if a firm meets the requirements or needs of the City of Cape Coral.
- C. The Cape Coral Charter School Authority determines best value, best fit, responsible, responsive and makes any determination whether to accept or waive criteria outlined in their evaluation. The decision rests solely with the Cape Coral Charter School Authority to decide if a firm meets the qualifications, requirements and/or needs for the award(s) of a project.

3.14. BID/PROPOSAL PRICE

Bid/Proposal price shall be all inclusive of product, transportation charges, freight, unloading charges or any other charges incurred in delivery. The City does not provide financial deposits.

3.15. MODIFICATION OR WITHDRAWAL

Prior to the submission deadline, Respondents may modify or withdraw responses through the electronic procurement system. After the Solicitation opening, modifications are not permitted. The City may permit withdrawal of an erroneous response prior to award, if the Respondent demonstrates all of the following:

- A. That the Respondent acted in good faith in submitting the response;
- B. That in preparing the submittal an error of such magnitude occurred that enforcement of the submittal would result in substantial hardship to the Respondent;
- C. That the error was not the result of gross negligence or willful inattention;
- D. That the error was discovered and communicated to the City within twenty-four (24) hours of solicitation opening, along with a request for permission to withdraw; and
- E. The Respondent submits documentation, and a written explanation of how the submittal error occurred.

3.16. OPENING OF PROPOSALS

Proposals will be opened and evaluated after the final date and time set for receipt. The Cape Coral Charter School Authority may request submitting firm(s) considered for award to make an oral presentation to an evaluation team or selection board or to submit additional data, if required, for this Request for Proposal.

Pursuant to Section 119.071(2) Florida Statute, sealed bids, proposals, or replies received in response to a competitive solicitation are exempt from public disclosure until the City provides notice of an intended decision or until thirty (30) days after opening, whichever occurs first.

3.17. REJECTION OF PROPOSALS

The Cape Coral Charter School Authority reserves the right to reject any and all responses to the Request for Proposal at its sole discretion and for any reason whatsoever. It also reserves the right to waive any formalities in connection with responses to the Request for Proposal.

3.18. FINANCIAL RESPONSIBILITY INFORMATION

The City may request additional financial information from a Respondent, including financial statements, records, bonds, insurance documentation, or other materials necessary to evaluate the Respondent's financial capability and responsibility. Such information may be requested during evaluation or prior to award or contract execution.

Failure to provide requested information within the timeframe specified by the City may result in a determination that the Respondent is not responsible and therefore ineligible for award.

3.19. SUPPLEMENTAL INFORMATION

This section shall include any additional information which the respondent considers pertinent for consideration as part of the proposal.

3.20. DEVIATIONS FROM SOLICITATION SPECIFICATIONS

The Respondent shall clearly indicate all areas in which the items the Respondent does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rest solely with the Cape Coral Charter School Authority.

Deviations can be listed in the Deviations from Specifications sections from the Supplier Acknowledgement Section.

3.21. RESERVATION OF RIGHTS

The Cape Coral Charter School Authority may award one or multiple contracts as a result of this Solicitation. The Cape Coral Charter School Authority, however, reserves the right to reject any and all submitted proposals and to limit the scope of the award.

The Cape Coral Charter School Authority reserves the right to request additional information from Respondents as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all proposals are complete in all respects.

The Cape Coral Charter School Authority reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals in its sole discretion, and to waive minor irregularities in the procedures. The Cape Coral Charter School Authority reserves the right to request a Best and Final Offer. The Cape Coral Charter School Authority reserves the right to negotiate additional related services.

3.22. EVALUATION AND AWARD

- A. The Cape Coral Charter School Authority Governing Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any response; to reject any and all responses in whole or in part with or without cause, to accept responses that in its judgment will be in the best interest of the City, to negotiate contract terms with the successful respondent, and the right to disregard all nonconforming, nonresponsive or conditional responses. Following complete investigation of each response received by the Cape Coral Charter School Authority, the Charter School Authority Governing Board reserves the right to make awards on a multiple, lump sum, or individual item basis or in combination as shall best serve the interest of the Charter School Authority. The Cape Coral Charter School Authority reserves the right to negotiate additional related services.
- B. The Successful respondent will be awarded the amount indicated in the electronic submittal. In evaluating responses, the Cape Coral Charter School Authority shall consider the qualifications of the respondents, whether or not the responses comply with the prescribed requirements, and alternates and unit prices, if requested, in the solicitation documents.
- C. Cape Coral Charter School Authority may conduct such investigations as deemed necessary to assist in the evaluation of any response and to establish the responsibility, qualifications and financial ability of the respondent to do the Work in accordance with the Contract Documents to the Cape Coral Charter School Authority's satisfaction within the prescribed time. Cape Coral Charter School Authority reserves the right to reject the response of any respondent who does not pass any such evaluation to the Cape Coral Charter School Authority's satisfaction.
- D. If the solicitation is an Invitation to Bid (ITB), the Cape Coral Charter School Authority intends to award to the lowest responsive, responsible bidder. In determining the lowest responsive responsible bidder, in addition to price, the following shall be considered:
 - 1. The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract.
 - 2. The bidder's ability to perform the contract within the time specified.
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 4. The quality of performance of the bidder on previous Cape Coral Charter School Authority contracts.
 - 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - 6. The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required.
 - 7. The ability of the bidder to provide future maintenance, service or warranty work.

- E. The Cape Coral Charter School Authority reserves the right to award to the lowest responsive and responsible bidder/respondent, by group or split the award between vendors as best serves the requirements of the Cape Coral Charter School Authority.
- F. For a Request for Proposal (RFP), the Cape Coral Charter School Authority may award one or multiple contract(s) as a result of this Solicitation. The Cape Coral Charter School Authority, however, reserves the right to reject any and all submitted responses and to limit the scope of the award.
- G. The Cape Coral Charter School Authority reserves the right to request additional information from Respondents as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations for RFP submissions. It is, therefore, important that all responses are complete in all respects.
- H. For an RFP, the Cape Coral Charter School Authority reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all responses in its sole discretion, and to waive minor irregularities in the procedures. The Cape Coral Charter School Authority reserves the right to request a Best and Final Offer. The Cape Coral Charter School Authority reserves the right to negotiate additional related services.

3.23. PERMITS, LICENSES AND REGULATORY COMPLIANCE (WHEN APPLICABLE)

The awarded respondent shall comply with all Federal, State, and Local laws, rules and regulations. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required. **NO EMPLOYEE OR FAMILY MEMBER OF A CITY EMPLOYEE MAY DO BUSINESS WITH THE CITY WHEN COMPETITIVE BIDDING HAS NOT BEEN THE SOLE DETERMINING AWARD CRITERIA (ref: Ordinance 68-07 Sec. 2-151, revised 7/23/2007).**

A. General Legal Compliance: The awarded Respondent shall comply with all federal, state, and local laws, rules and regulations. Permits and licenses necessary for the performance of this work shall be secured and paid for by the awarded Respondent prior to execution of the contract or purchase order.

B. City Permits and Right-of-Way Requirements: Prior to performing work within City rights-of-way, the Contractor shall obtain a Right-of-Way permit and an approved Maintenance of Traffic (MOT) plan by contacting the Public Works Department, Construction Inspector at (239) 242-3295. The City shall notify the Contractor of required City permits and reimburse the Contractor for applicable disclosed permit fees. Any required City permits or fees not previously disclosed may be invoiced separately.

A complete list of Permits fees can be obtained from the Department of Community Development located at Cape Coral City Hall or online at https://www.capecoral.gov/departments/community_development/fees.php. - Specific information on building permitting requirements may be obtained by calling (239) 574-0546.

C. Contractor Licensing Requirements:

1. *Performance Licensing:* If the Respondent holds a valid state-certified contractor's license, registration with the City of Cape Coral Licensing/Business Tax Division is required prior to performing work in Cape Coral. **A City Competency License** is also required where applicable.

If the Respondent maintains a permanent business location within the City of Cape Coral, including branch offices or storage or warehouse facilities, the Respondent shall obtain the required **City Certificate of Use, Business Tax Receipt, and occupational licenses**.

2. *Licensing Documentation (Submittal Requirement):* Respondents holding a valid state-certified contractor's license shall submit copies of required occupational and/or competency licenses with their response. If a Respondent does not hold a current City of Cape Coral license at the time of submission, registration with the Licensing Division of the Department of Community Development is required and shall be completed upon contract award. Specific information on licensing requirements may be obtained by calling (239) 574-0430.

Failure to provide evidence of required occupational or competency licenses may result in the response being deemed non-responsive.

3.24. COMPLIANCE WITH GOVERNMENT STANDARDS (WHEN APPLICABLE)

All services to be purchased under this solicitation shall be performed in accordance with all governmental standards, to include, but not be limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Institute of Occupational Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), the National Fire Protection Association (NFPA), and the Occupational Safety and Health Administration (OSHA). Special attention is made to OSHA's 29CFR 1910 regulations relating to hazardous atmospheres in confined spaces.

It shall be the responsibility of all Respondents to follow current standards and be regularly informed and to conform to any changes in standards issued by any regulatory agencies during the term of this contract.

3.25. SAFETY OSHA COMPLIANCE

The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

3.26. EQUAL EMPLOYMENT

In accordance with Federal, State and Local law, the submitting firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. The submitting firm will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

3.27. E-VERIFY VALIDATION

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.

PUBLIC AGENCY CONTRACTING

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

3.28. HUMAN TRAFFICKING

Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

3.29. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

In accordance with Florida Statute 287.05701 the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

3.30. COMPLIANCE - SCRUTINIZED COMPANIES

The Consultant affirms and attests that they are eligible to enter into this agreement and are not prohibited against contracting, based on not being a scrutinized company as outlined in Florida Statutes 287.012; Florida Statute 215.473 and Florida Statute 215.4725. The consultant further agrees that if they are included on the list of scrutinized firms list in the future, located at (<http://www.sbafla.com>), that this agreement may be terminated at the City's option. The Consultant firm understands that pursuant to section 287.125, Florida Statutes, the submission of a false certification may subject the Consultant to civil penalties, attorney's fees, and/or costs.

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.

3.31. APPLICABLE LAW

All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Cape Coral will apply to any resulting agreement and venue for any action arising out of, or in connection with, this Solicitation and responses thereto shall lie solely in Lee County.

3.32. FEMA COMPLIANCE (WHEN APPLICABLE)

If made applicable by the use of Federal Grant funds in the Project, or any other requirement, the Respondent and any Sub-contractors included as part of project team shall comply with the most recent enactments, rules, regulations, orders, and statutes as shown at the link below:

[Resource Library: Purchasing Under a FEMA Award | FEMA.gov](#)

3.33. LOCAL VENDOR PREFERENCE - NOT APPLICABLE

Certain conditions may make the Local Vendor Preference section exempt, such as but not limited to cooperative purchases, piggybacks, purchases exempt from competition, where funding prohibits, grants, possible FEMA reimbursements or when the City Manager or Council has good cause.

This solicitation is EXEMPT from Local Vendor Preference.

3.34. COMPLIANCE WITH LAWS (WHEN APPLICABLE)

If made applicable by the use of Federal Grant funds in the Project, or any other requirement as set out below, Respondents and any Sub-contractors included as part of project teams shall comply with the following enactments, rules, regulations, orders, and statutes:

- A. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
- B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).
- C. Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
- D. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- E. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000).
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

3.35. CONTRACT TIME

The Work shall be completed within the number of calendar days specified in the "Solicitation Specifications" section of this Solicitation, **measured from the date of commencement stated in the Notice to Proceed** or, when applicable, from the date the purchase order is received by the awarded Respondent. Completion shall occur no later than the specified completion date or within the stated performance period. Contract time will also be included in the Agreement.

3.36. INSPECTION (WHEN APPLICABLE)

Upon receipt, a City representative prior to acceptance shall inspect each shipment for condition and specification compliance. If the shipment must be rejected for any reason, the seller shall be required to pick up the shipment at point of delivery at no charge to the City.

3.37. METHOD OF ORDERING

It is anticipated that the Cape Coral Charter School Authority will utilize purchase orders or blanket purchase orders. Orders will be placed on an as needed basis.

3.38. SUMMARY REPORTS

Awarded Respondent(s) shall be responsible for furnishing summary reports to the Procurement Division upon request. These reports shall be for time period specified and contain quantity and dollars spent for each item purchased.

3.39. ADDITIONS/DELETIONS

The Cape Coral Charter School Authority reserves the right to request additional goods related to the scope of this Solicitation that are not specifically listed in the line items.

3.40. SUBSTITUTE MATERIAL AND EQUIPMENT (WHEN APPLICABLE)

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor is acceptable to A/E, application for such acceptance will not be considered by A/E until after the "effective date of the Agreement."

Contractor submittal is to be based on the specifications outlined in the Solicitation.

3.41. TAX EXEMPTION

The City of Cape Coral, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. The awarded Respondent will be provided a copy of the City of Cape Coral's Certificate of Exemption (85-8012589883C-5) upon request.

3.42. PAYMENT

- A. CITY shall make payment and the Firm shall be in receipt of all sums properly invoiced within thirty (30) days of the CITY's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies the Firm in writing of its objection to the amount of such invoice, together with CITY's determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period.
- B. If CITY shall give such notice to the Firm within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the Firm the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the Firm shall promptly refund to the CITY the amount of such overpayment.
- C. The City of Cape Coral has implemented a P-Card Program. The awarded Contractor may take advantage of this program and receive payments within days of delivery in lieu of standard invoicing by accepting a City of Cape Coral VISA Purchasing Card. However, no additional costs will be covered by the City of Cape Coral for the awarded Contractor Merchant Service fees and/or interchange rate.
- D. **Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://www.capecoral.gov/Documents/Departments/Financial%20Services/Procurement/ACH%20Authorization%20Form.pdf?t=202511131118130>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information. The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/departement/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

3.43. INVOICES

Invoices must include full item description, unit and extended prices, P.O. number, ordering division, delivery location, quantities delivered and backorder status.

3.44. ANNUAL APPROPRIATION

TheCape Coral Charter School Authority's performance and obligation to pay under this contract is contingent upon annual an appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Cape Coral Charter School Authority Governing Board reduces or eliminates appropriations.

3.45. CONTINGENT FEES PROHIBITED

The Respondents firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the Cape Coral Charter School Authority, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract or lease with the Cape Coral Charter School Authority.

3.46. OWNERSHIP OF PRELIMINARY AND FINAL RECORDS

All preliminary and final documentation and records shall become and remain the sole property of the Cape Coral Charter School Authority. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies on readable/reproducible disks (CD/DVD), and/or flash drives to the Cape Coral Charter School Authority. These records shall be kept in accordance with generally accepted accounting principles, and the Cape Coral Charter School Authority reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for ten (10) years after final payment has been made and shall be readily available to Cape Coral Charter School Authority personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. In the event of termination of the agreement the proposing firm shall cease work and deliver to the Cape Coral Charter School Authority all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm.

3.47. RIGHT OF AUDIT - EXAMINATION OF RECORDS

- A. Records for all contracts, specifically including but not limited to Not to Exceed subcontracts (i.e., fixed price or stipulated sum contracts, unit price, costs plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts) shall upon seven (7) calendar days written notice from the CITY shall be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Such audits may be performed by any CITY representative, or any outside representative engaged by the CITY for the purpose of examining such records. Such records

must be complete and made available at Contractor's offices located in Lee County, Florida. The CITY or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of four (4) years after final payment or longer if required by law. The CITY's representatives may (without limitation) conduct verifications such as counting employees at the Work site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Firm's employees, field and agency labor, subcontractors and vendors.

- B. Firm's "records" as referred to in this Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the CITY's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets, payroll registers, payroll records; cancelled payroll checks, subcontract files (including proposals of successful and unsuccessful Respondents, bid recaps, negotiation notes, etc.); original bid estimates; estimating worksheets; correspondence; change order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Firm records which may have a bearing on matters of interest to the CITY in connection with the Firm's dealings with the CITY (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any and all of the following:
1. Compliance with contract requirements for deliverables;
 2. Compliance with approved plans and specifications;
 3. Compliance with Owner's business ethics expectations;
 4. Compliance with contract provisions regarding the pricing of change orders;
 5. Accuracy of Firm's representations regarding the pricing of invoices;
 6. Accuracy of Firm's representations related to claims submitted by the Contractor or any of its payees.
- C. Firm shall require all payees (examples of payees include sub-consultants, subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Firm and payee. Firm will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Agreement. This provision survives the expiration of this Agreement.

- D. CITY authorized representative(s) shall have reasonable access to Firm's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. This provision survives the expiration of this Agreement.
- E. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Firm and/or Firm's subcontractors and/or sub-consultants, the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. In addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed forty- five (45) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.
- F. In addition to the normal paperwork documentation Firm typically furnishes to the CITY, in order to facilitate efficient use of the CITY's resources when reviewing and/or auditing Contractor's billings and related reimbursable cost records, Firm agrees to furnish (upon request) the following types of information in the specified computer (PC) readable file format(s):**TYPE OF RECORD**
FILE FORMATMonthly Job Cost Detail .pdf and ExcelDetailed Job Cost History to Date .pdf and ExcelMonthly Labor Distribution Detail (if not already separately detailed in the Job Cost Detail) .pdf and ExcelTotal Job to Date Labor Distribution Detail (if not already included in the detailed Job History to date) .pdf and ExcelEmployee Timesheets documenting time worked by all individuals who charged reimbursable time to the project .pdf and ExcelWeekly Task Reports listing names and hours and tasks of personnel who worked on the project.pdfWeekly Project Manager Reports.pdfDetailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to subcontractors, etc. .pdf and ExcelCopies of Executed Subcontracts with all Subcontractors .pdfCopies of all executed change orders issued to Subcontractors .pdfCopies of all documentation supporting all reimbursable job costs (subcontractor payment applications, vendor invoices, internal cost charges, etc.) .pdf

3.48. RECORD KEEPING & ACCESS

All records in any manner whatsoever relating to the assigned Project, or any designated portion thereof, which are in the possession of the Respondent or its subconsultants or subcontractors, shall be made available to the CITY for inspection and copying upon written request of the CITY. Additionally, such records shall be made available, upon request by the CITY, to any applicable state, federal, or other regulatory authorities, and any such authority may review such.

Said records include, but are not limited to, all submittals, correspondence, memoranda, audio recordings, video recordings, and other writings which document the project. Said records expressly include documentation of time expended and expenses by the Contractor and its personnel incurred in performance of the contract and the records of expenses incurred by the Respondent in its performance under said contract.

The CITY intends to reuse all plans at some future time in accordance with Section 287.055(10), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the CITY reuses such plans, as permitted by law.

General Record-Keeping Requirements

The awarded respondent (hereinafter "Contractor") shall maintain auditable records adequate to account for all receipts and expenditures related to the project and to document compliance with the Solicitation Documents and resulting Contract.

Such records shall be maintained in accordance with generally accepted accounting principles; follow accounting procedures acceptable to the City; and include full and detailed accounts and financial records pertaining to performance of the Work and provision of services to the City.

The City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity.

Personnel, Subcontractor, and Cost Records

Records of the Contractor's personnel, subcontractors, and all costs pertaining to the Project shall be maintained in accordance with generally accepted accounting practices.

Prior to commencing Work, the Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized on the Project.

Audit Rights and Reimbursement

The City reserves the right to audit, inspect, or examine the Contractor's and its subcontractors' records, invoices, and other Project-related documentation to verify compliance with the Contract and the accuracy of charges.

If any audit, inspection, or examination discloses overpricing or overcharges of any nature to the City by the Contractor and/or its subcontractors, the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging exceeds One Hundred Thousand Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. All required reimbursements or adjustments resulting from any such audit or inspection shall be made within thirty (30) calendar days from presentation of the CITY's written findings to the Contractor.

Record Retention

The Contractor shall preserve the aforementioned records for a period of ten (10) years after final payment, or longer if required by law.

Failure of the Contractor to comply with the provisions of this Section shall constitute a Default and Breach of the Contract, and the CITY shall enforce such Default in accordance with the provisions set forth. The provisions of this Section shall survive expiration or termination of the Contract.

3.49. PUBLIC RECORDS COMPLIANCE

The Cape Coral Charter School Authority is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (239) 574-0411, ctyclk@capecoral.gov, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990.**

- A. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
1. Keep and maintain public records required by the public agency to perform the service;
 2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the firm does not transfer the records to the CITY;
 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the firm or keep and maintain public records required by the public agency to perform the service. If the firm transfers all public records to the public agency upon completion of the contract, the firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the firm keeps and maintains public records upon completion of the contract, the firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3.50. ELECTRONIC MEDIA

The Cape Coral Charter School Authority may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the Cape Coral Charter School Authority, or anyone authorized by the Cape Coral Charter School Authority, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the Cape Coral Charter School Authority or anyone authorized by the Cape Coral Charter School Authority, of such data for additions to projects except as authorized in writing by the proposing firm.

3.51. INDEMNIFICATION

To the extent permitted by law (F.S. 768.28) the submitting firm shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the submitting firm and any persons employed or utilized by submitting firm in the performance of this contract.

3.52. INSURANCE

See attached Minimum Insurance Requirements form for information relative to insurance requirements. By submitting a response to this solicitation, the respondent agrees to comply with the project's insurance requirements.

- A. Without limiting its liability, the awarded Respondent shall procure and continuously maintain, at its own expense and without interruption for the full term of the Contract (including any option or renewal periods), the types and minimum limits of insurance specified on the Minimum Insurance Requirements form. Such insurance shall protect the Respondent from claims arising out of or resulting from performance of the project, whether performed by the Respondent, its sub-consultants/contractors, or anyone directly or indirectly employed by them or for whose acts they may be liable.
- B. Certificates of insurance must be on file with and approved by the Cape Coral Charter School Authority prior to the commencement of any work and maintained during the term of the contract. Each certificate shall require that the City receive no less than thirty (30) days' written notice of cancellation. If coverage is scheduled to expire during the contractual period, the Respondent shall submit renewed certificates to the Cape Coral Charter School Authority at least fifteen (15) calendar days prior to expiration. The Respondent shall immediately notify the Cape Coral Charter School Authority if any required coverage limits are reduced due to claims or for any other reason. Approval or failure to disapprove any insurance furnished shall not relieve the Respondent of its responsibility to maintain the required coverage.
- C. The Respondent shall flow down these insurance requirements to all sub-consultants/contractors and it is the responsibility of the respondent to ensure their subcontractors/subconsultants comply with the minimum requirement limits listed herein.
- D. **The Cape Coral Charter School Authority is not responsible for and shall not be liable for any deductibles;** payment of deductibles is the sole responsibility of the Respondent. Waivers of subrogation shall be provided as required by the applicable insurers.
- E. Insurance requirements may be adjusted at the time of contract award, based on project value.
- F. Questions regarding these insurance requirements should be directed to the City's Risk Manager at 239-573-3138.

3.53. CONTRACT CANCELLATION

A. Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the Cape Coral Charter School Authority if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.

B. The resulting contract may be cancelled at any time during the period by the Cape Coral Charter School Authority upon giving thirty (30) days written notice to the contractor. Contract can be cancelled for the following:

1. For any reason.
2. Non-performance or substandard performance on the part of the contractor.
3. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

3.54. WAIVER

Failure of the CITY to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default there under by the awarded Respondent should not be deemed to be a waiver of any default or breach by the Cape Coral Charter School Authority.

3.55. ATTORNEY'S FEES

Should it become necessary for the Cape Coral Charter School Authority to bring any action against the awarded Respondent to enforce any of the covenants, provisions, terms or conditions of the agreement, the awarded firm will pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing the Cape Coral Charter School Authority, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the items thereof.

3.56. PROTEST PROCEDURES

Protests must be filed in accordance with Article VII Division 1 Section 2-150 of the City of Cape Coral Ordinance.

1. **Right to Protest.** Any person or firm who is affected adversely by the CITY's decision or intended decision may protest to the City Council.
2. **Time Limits and Form of Protest.** A protest with respect to an Invitation for Bid or Request for Proposal shall be submitted in writing to the Procurement Manager prior to the opening of bids or the closing date of proposals.

A written notice of intent to protest an intended bid award shall be filed with the City Procurement Manager within five (5) business days (excluding Saturdays, Sundays, and Legal Holidays) after the date of mailing of the notice of intent to award the contract.

A written notice of intent to protest the ranking of proposals submitted in response to a request for proposals shall be filed with the Procurement Manager within five business days (excluding Saturdays, Sundays and legal

holidays) after the date of mailing of the notice of ranking by the SAC or by the City Manager or designee. Only those persons or firms who have been submitted a bid/proposal or who have been interviewed and ranked shall be permitted to file a protest.

A formal written protest shall be filed within ten (10) calendar days after the filing of the initial written notice of intent to protest and shall be delivered in a manner that requires a signature by a representative of the City. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest within the time limits prescribed herein shall constitute a waiver of the right to protest. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Cape Coral, in an amount equal to five percent of the total bid or estimated contract amount, or five thousand dollars (\$5,000.00), whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An Irrevocable Letter of Credit or other form of approved security, payable to the CITY, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the CITY may proceed to award the contract as if the protest had never been filed.

3. **Hearing.** If the subject of a protest is not resolved by mutual agreement within seven (7) calendar days after receipt of a formal written protest, the matter may, at the option of the City Council, be referred to a hearing officer or administrative law judge who shall conduct a hearing within 15 calendar days of receipt of the formal written protest. The hearing officer or administrative law judge shall render a recommended order within 30 calendar days after the hearing. The recommended order shall be scheduled on the next Council agenda for final action. If Council so elects; the protest may be heard directly by the City Council.

4. **Stay of Action.** Upon receipt of a formal written protest which has been timely filed, the CITY shall stop the bid solicitation, RFP process or the contract award process until the subject of the protest is resolved either informally or by formal City Council action, unless the City manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation or RFP process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

5. **Decision: Entitlement to Costs.** If a protest is sustained and it is determined that the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to recover from the CITY the reasonable costs incurred in connection with preparing its bid, but shall not be entitled to recover lost profits or attorney's fees. The decision shall be final and conclusive as to the CITY unless an appeal is filed or an action is filed in court within ten days of the date of the decision of Council.

3.57. PRECEDENCE OF CONDITIONS

By submitting a response, the Respondent agrees that City of Cape Coral General Provisions and Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately or included.

3.58. SIGNING OF AGREEMENT

When the Owner issues a Notice of Intent to Award to the successful Respondent, the Owner will request the successful Respondent to provide a signed agreement (using blue ink), which has been partially signed by Owner staff. Once the intent to award has been approved by Cape Coral Charter School Authority Governing Board, authorized Owner staff will complete the signing of the contract documents. The contract will then become fully executed. The Owner will deliver one fully executed agreement to the successful Respondent.

Within fifteen (15) calendar days thereafter, the awarded Respondent shall deliver the Certificate of Insurance providing coverage as outlined in the Solicitation documents, with the Owner named as additional insured, original payment and performance bonds (when applicable) that have been recorded with the Lee County Clerk of Courts, the original bid bond (bid security) with the raised seal, and any additional documentation required by the Contract Documents.

No work shall begin on the project prior to issuance of the Notice to Proceed and issuance of a fully executed purchase order.

3.59. TERMS AND CONDITIONS

The awarded Respondents firm, it's contractors and sub-contractors shall comply with all terms and conditions of this agreement.

3.60. OTHER CONTRACTS (WHEN APPLICABLE)

The Cape Coral Charter School Authority reserves the right to purchase off State Contracts or any other available contracts if deemed to be in the best interest of the Cape Coral Charter School Authority.

3.61. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

4. Solicitation Specifics

4.1. Responses to Remain Effective

Responses shall be effective for **120** days from Bid Opening Date or the Proposal Closing Date, and thereafter if accepted by the Cape Coral Charter School Authority for the term designated in this solicitation. By submitting a response you are in agreement with this timeframe.

4.2. Contract Term

The Term of the Contract shall be for One (1) Year with the option for Two (2) additional one-year periods if mutually agreed upon.

4.3. License Requirement

It is required that the respondent hold a valid Public Food Service Establishment license through the State of Florida to perform the work and have a local competency license and also be registered in the City of Cape Coral.

Respondent will attach copies of the documents as proof of qualifications.

4.4. Reference Survey Forms

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The Charter School Authority reserves the right to contact these references.

Please download the below documents, complete, and upload.

4.5. Line Item Acknowledgement

Line Items are used for obtaining pricing for both Bids and Request for Proposals.

Line Items Entry is Required. All Line Items have been created under the Line Items Section. Suppliers **MUST** enter amounts for the Line Items directly in this section for their submission to be accepted.

Bid Form (if provided) is **NOT** a Substitute. Uploading or Submitting a completed Bid Form (if provided) **DOES NOT** replace the requirement to enter amounts for Line Items.

Ensure to enter line items amounts under the Line Items Section prior to submitting.

5. Technical Specification or Scope of Work

5.1. Technical Specification or Scope of Work

The Cape Coral Charter School Authority is seeking qualified vendors to provide pizza delivery services for its four (4) school campuses during the academic school year. The awarded vendor will supply and deliver freshly prepared pizzas on a scheduled, recurring basis

5.2. Estimated Quantity:

- Approximately 1,000 slices per week per school
- Service duration: 35 weeks per school year
- Quantities may vary based on student participation

5.3. Product Specifications

Vendors must be able to provide the following

- Cheese Pizza for all four (4) schools
- Pepperoni Pizza for Oasis High School only
- Deep Dish Cheese Pizza for all four (4) schools
- Deep Dish Pepperoni Pizza for Oasis High School Only
- Oasis Elementary and Oasis Middle School Pizza dimensions are 36-inch by 40-inch and divided into thirty (30) square slices.
- Oasis High School Pizza dimensions are 45-inches by 40-inches and divided into twenty-four (24) square slices.

All products must:

- Be freshly prepared and safe for consumption upon delivery
- Meet applicable USDA school meal guidelines, including portion sizes and nutritional requirements where applicable
- Be properly packaged and labeled
- Provide Product Formulation or Nutrition Facts and Ingredient Statements for the product offered.

5.4. Delivery Requirements

Deliveries will be required at the following approximate times:

- Oasis Elementary School South (OES) Friday 9:30 AM and 11:30 AM
- Oasis Elementary School North (OEN) Friday 10:30 AM and 11:30 AM
- Oasis Middle School (OMS) Friday 10:15 AM and 11:30 AM
- Oasis High School (OHS) Friday 9:15 AM and 10:30 AM
- Maintain proper food temperature of 140 degrees Fahrenheit during transport
- Vendor must ensure on-time delivery
- Vendor must coordinate with school staff for delivery and receipts

5.5. Vendor Requirements

- Be registered as approved vendor with the Cape Coral Charter School Authority prior to contract award.
- Maintain all required licenses, certifications and insurance requirements
- Comply with all Local, State and Federal regulations

5.6. Service Expectations

The Vendor must:

- Maintain consistent product quality and portion control
- Provide responsive and reliable customer service
- Communicate any delivery issues in advance
- Accommodate reasonable changes in quantities or schedules within two (2) to three (3) days prior to scheduled delivery date

5.7. Pricing Requirements

- Pricing should be submitted per slice
- Include all delivery fees and associated costs
- Pricing must remain fixed for the initial contracted term

5.8. Food & Safety Compliance

The Vendor must:

- Follow all food safety and sanitation regulations

- Ensure safe food handling, preparation, and transportation practices
- Meet all applicable USDA school nutrition program requirements

6. Federal & State Requirements for 2 C.F.R. - Supplemental Terms and Conditions

PURPOSE: The project specified in this solicitation is funded in whole or in part with federal funds and as such, is subject to federal requirements, policies, procedures and directives, including, but not limited to those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed below.

All respondents submitting a response in conjunction with this solicitation must submit documentation with its response as outlined below or requested as an Exhibit or Attachment to be signed by an authorized representative of the submitting firm.

The successful respondent will be required to execute a contract in a form provided by the City of Cape Coral certifying its compliance with all federal requirements associated with the project.

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the City of Cape Coral (City) or "pass-through" from another entity, the City is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317 through 200.327. Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be carried by the respondent, the respondent's investment, the amount of subcontracting necessary, the quality of the respondent's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

This project may be funded in whole or in part with Federal Funding (FEMA, EPA, other Federal Entity, or FDEP) Financial assistance under the Hazard Mitigation Grant Program (HMGP), or other Federal Grant Program, and as such FEMA, EPA, other Federal Entity, FDEP or HMGP must be provided access to any documents or records that may be required during the term of this agreement and any time after completion of work that may be necessary to review, audit or required to meet the needs of the agency's requirements.

The respondent must comply with all applicable Federal law, regulations, executive orders and FEMA, EPA, FDEP, HMGP or other Federal Entity policies, procedures and directives.

6.1. American Iron and Steel

COMPLIANCE WITH THE AMERICAN IRON AND STEEL (AIS).

The Contractor acknowledges to and for the benefit of the City of Cape Coral ("Owner") and the 2 C.F.R. that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement")

including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Funding Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

6.2. Code of Federal Regulations (CFR) Title 2 Part 200

2 CFR. 200.317 thru 200.326 as described in Appendix II to Part 200 – Contract Provisions for nonfederal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series; FEMA FP104-009-2 – Public Assistance Program & Policy Guide – Jan 2016; 23 CFR. 635B and any other Federal rule, regulation or policy relating to disaster debris.

6.3. REMEDIES

In the event the consultant/contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days provide written notice to the consultant/contractor and upon the consultant's/contractor's failure to cure within those fifteen (15) calendars days, exercise any one or more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the consultant/contractor to refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- Exercise any corrective or remedial actions, to include but not be limited to:
- Requesting additional information from the consultant/contractor to determine the reasons for or the extent of noncompliance or lack of performance;

- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the consultant/contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the consultant/contractor to reimburse the City for costs incurred for any items determined to be ineligible.
- Remedies. Unless otherwise provided by the contract, all claims, counterclaims, disputes and other matters in question between the City and the selected firm arising out of or relating to the contract between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Court in Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

OTHER REMEDIES AND RIGHTS:

Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the City waives any right or remedy in this solicitation and/or subsequent agreement or fails to insist on strict performance by the consultant/contractor, it will not affect, extend, or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the respondent.

APPLICABLE FEDERAL REQUIREMENTS - 2 C.F.R Part 200, APPENDIX II:

Remedies: Unless otherwise provided by the Contract, all claims, counterclaims, disputes, and other matters in question between the City and the consultant/contractor arising out of or relating to the Contract Agreement between the parties, or the breach of it, which cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

Remedies - Assistance to Firefighters Grant (AFG) Program:

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. This contract includes a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

6.4. TERMINATION FOR CAUSE AND CONVENIENCE

The City may determine by written notice to the consultant/contractor, to terminate this Project/Agreement with or without cause, in whole or in part, when the City determines in its sole discretion that it is in the City's best interest to do so.

In the event of termination, the consultant/contractor will not incur any new obligations for the terminated portion of the Agreement after the Consultant/Contractor has received notification of termination.

Pursuant to the above, when federal funds are expended by City of Cape Coral (City), City reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions.

City reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days' notice in writing to the awarded vendor.

The vendor would be compensated for work, which is satisfactorily performed, inspected and for goods procured as of the termination date, if for convenience of the City, providing the price/payment is agreed upon. Such payment, for work, however, may not exceed the amount allotted to the portion of completed work as outlined in the Agreement price. All work in progress shall become the property of the City and shall be turned over promptly by the vendor to City Staff, along with any records, documents or files that may be required. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.

6.5. EQUAL OPPORTUNITY EMPLOYMENT

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60 (2 C.F.R. Part 200, Appendix II, § C).

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

During the performance of this project, the respondent agrees as follows:

- A. The consultant/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant/contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The consultant/contractor will, in all solicitations or advertisements for employees placed by or on behalf of the consultant/contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The consultant/contractor will not discharge or in any other manner discriminate against any employee, or applicant for employment, because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the respondent's legal duty to furnish information.
- D. The consultant/contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the respondent's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The consultant/contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The consultant/contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the consultant's/contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the respondent may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The consultant/contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant/subcontractor or vendor. The consultant/contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a respondent becomes involved in, or is threatened with, litigation with a subconsultant/subcontractor or vendor as a result of such direction by the administering agency, the consultant/contractor may request the United States to enter such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of consultant/contractor and subconsultants/subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant/contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultant/contractor and subconsultant/subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6.6. DAVIS BACON ACT (WHEN APPLICABLE)

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week. Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. Recipients and subrecipients should refer to the applicable NOFO or other program guidance or contact their applicable FEMA, EPA, FDEP, HMGP or other Federal Entity grant representative for additional information on how to implement this requirement.

When required by the federal program legislation, all prime construction contracts over \$2,000 awarded by recipients or subrecipients must include a provision for compliance with the Davis-Bacon Act.

The Davis-Bacon Act does not apply to FEMA, EPA, FDEP, HMGP or other Federal Entity financial assistance programs. Recipients and subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA, EPA, FDEP, HMGP or other Federal Entity grant representative to determine if this provision is required for the procurement. However, the Davis-Bacon Act clause is not federally required for procurements under FEMA's Public Assistance (PA) or Hazard Mitigation Assistance (HMA) Programs, EPA, other Federal Entity, or FDEP.

If applicable, in addition to the requirements mentioned in the beginning of this section, the recipient or subrecipient must do the following:

- The recipient or subrecipient must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The recipient or subrecipient must report all suspected or reported violations to the federal agency.
- Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act. See Required Contract Provisions, Section 5. Copeland Anti- Kickback Act in this document for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the recipient or subrecipient may include a separate contract provision specific to the Copeland "Anti- Kickback" Act.
- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the recipient's or subrecipient's contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11) into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.

If applicable per the standard described above, the recipient or subrecipient must include the provisions at 29 C.F.R. § 5.5(a)(1)-(11) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Compliance with the Davis-Bacon Act

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, contractors are required to pay wages not less than once a week.

6.7. COPELAND “ANTI-KICKBACK” ACT

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies, recipients or subrecipients must include a provision in contracts and subcontracts for compliance with the Copeland “Anti-Kickback” Act. The Copeland “Anti-Kickback” Act does not apply to all FEMA, EPA, FDEP, HMGP or other Federal Entity financial assistance programs. Recipients or subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA, EPA, FDEP, HMGP or other Federal Entity grant representative to determine if this provision is required for the procurement. However, the Copeland “Anti-Kickback” Act clause is not federally required for procurements under FEMA’s PA or HMA Programs.

If applicable, the recipient or subrecipient must do the following:

- Include a provision for compliance with the Copeland “Anti-Kickback” Act. According to the implementing regulations for the Davis-Bacon Act, the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision for the Davis- Bacon Act. Therefore, a separate contract provision is not necessary. However, the recipient or subrecipient may include a separate contract provision specific to the Copeland “Anti-Kickback” Act with language suggested below.
- The Copeland “Anti-Kickback Act” prohibits each consultant/contractor or subconsultant/subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The recipient or subrecipient must report all suspected or reported violations of the Copeland “Anti-Kickback Act” to FEMA, EPA, FDEP, HMGP or other Federal Entity.
- Each consultant/contractor and subconsultant/subcontractor must provide weekly reports of the wages paid during the prior week’s payroll period to each employee covered by the “Copeland Anti-Kickback” Act and the Davis- Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the consultant/contractor or subconsultant/subcontractor within seven days of the payroll period’s payment date.
- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.

Compliance with Copeland “Anti-Kickback Act”

Consultant/Contractor. The consultant/contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The consultant/contractor or Subconsultant/Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, EPA, FDEP, HMGP or other Federal Entity may by appropriate instructions require, and a clause requiring the subconsultant/subcontractors to include these clauses in any lower tier subcontracts. The Prime Consultant/Contractor shall be responsible for the compliance by any subconsultant/subcontractor or lower tier subconsultant/subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a consultant/contractor and subconsultant/subcontractor as provided in 29 C.F.R. § 5.12.

6.8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, (40 U.S.C. §§ 3701-3708) all contracts awarded by the Non-Federal Entity's (NFEs) of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. (40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 29 C.F.R. Part 200, Appendix II, § E). Under 40 U.S.C. § 3702, each consultant/contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

Compliance with the Contract Work Hours and Safety Standards Act.

- A. *Overtime requirements.* No consultant/contractor or subconsultant/subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (A) of this section the consultant/contractor and any subconsultant/subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such consultant/contractor and subconsultant/subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards,

employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A).

C. *Withholding for unpaid wages and liquidated damages—*

1. *Withholding Process.* The City of Cape Coral may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the consultant/contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime consultant/contractor or any subconsultant/contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime consultant/contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime consultant/contractor (as defined in § 5.2). The necessary funds may be withheld from the consultant/contractor under this contract, any other federal contract with the same prime consultant/contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime consultant/contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the consultant/contractor liability for which the funds were withheld.
2. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - a. A consultant's/contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - b. A contracting agency for its procurement costs;
 - c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a consultant/contractor, or a consultant's/contractor's bankruptcy estate;
 - d. A consultant's/contractor's assignee(s);
 - e. A consultant's/contractor's successor(s); or
 - f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

- D. *Subcontracts.* The consultant/contractor or subconsultant/subcontractor must insert in any subcontracts the clauses set forth in paragraphs (A) through (E) of this section and a clause requiring the subconsultants/subcontractors to include these clauses in any lower tier subcontracts. The prime

consultant/contractor is responsible for compliance by any subconsultant/subcontractor or lower tier subconsultant/subcontractor with the clauses set forth in paragraphs (A) through (E). In the event of any violations of these clauses, the prime consultant/contractor, and any subconsultant/subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subconsultants/subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- E. *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
1. Notifying any consultant/contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 3. Cooperating in any investigation or other compliance action or testifying in any proceeding under CWHSSA or this part; or (iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- A. The consultant/contractor or subconsultant/subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- B. Records to be maintained under this provision must be made available by the consultant/contractor or subconsultant/subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the consultant/contractor or subconsultant/subcontractor will permit such representatives to interview workers during working hours on the job.

6.9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA, EPA, FDEP, HMGP or other Federal Entity award meets the definition of funding agreement and the recipient or subrecipient enters any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA, EPA, FDEP, HMGP or other Federal Entity.

- A. **Applicability.** This requirement applies to “funding agreements,” but it **DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA, EPA, FDEP, HMGP or other Federal Entity awards under these programs do not meet the definition of “funding agreement.”
- B. **Funding Agreements.** The regulation at 37 C.F.R. § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any consultant/contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal Government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6.10. CLEAR AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act.

The consultant/contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The consultant/contractor agrees to report each violation to the City of Cape Coral and understands and agrees that the City of Cape Coral will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and/or the appropriate Environmental Protection Agency Regional Office.

The consultant/contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA, EPA, FDEP, HMGP or other Federal Entity.

Federal Water Pollution Control Act.

The consultant/contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The consultant/contractor agrees to report each violation to the City of Cape Coral and understands and agrees that the City of Cape Coral will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and/or the appropriate Environmental Protection Agency Regional Office.

The consultant/contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA, EPA, FDEP, HMGP or other Federal Entity.

Compliance with the Clean Air Act and Federal Water Pollution Control Act

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387) and will report violations to FEMA and the Regional Office of Environmental Protection Agency (EPA).

6.11. SUSPENSION AND DEBARMENT: SEPARATE CERTIFICATION IS REQUIRED TO BE SUBMITTED

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the consultant/contractor is required to verify that none of the consultant's/contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The consultant/contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by City of Cape Coral. If it is later determined that the consultant/contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Cape Coral, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.12. BYRD ANTI-LOBBYING AMENDMENT – SEPARATE CERTIFICATION REQUIRED TO BE SUBMITTED

Non-Federal Entity's (NFEs) who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying (2 C.F.R. Part 200, Appendix II, § I (31 U.S.C. § 1352); 44 C.F.R. § 18.110).

Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.

Consultants/Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency,

a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

6.13. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquire:

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Consultant/Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

6.14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA, EPA, other Federal Entity, or FDEP Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- B. *Prohibitions.*
 - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, the consultant/contractor and its subconsultant/subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

1. This clause does not prohibit consultants/contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. *Reporting requirement.*

1. In the event the consultant/contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as

part of any system, during contract performance, or the consultant/contractor is notified of such by a subconsultant/subcontractor at any tier or by any other source, the consultant/contractor shall report the information in paragraph (D)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Consultant/Contractor shall report the following information pursuant to paragraph (D)(1) of this clause:
 - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in paragraph (D)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant/contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. *Subcontracts*. The Consultant/Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

6.15. DOMESTIC PREFERENCE FOR PROCUREMENTS

Domestic Preference for Procurements.

The Consultant/Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

6.16. BUILD AMERICA, BUY AMERICA ACT – SEPARATE CERTIFICATION REQUIRED TO BE SUBMITTED

Build America, Buy America Act (BABAA).

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Cape Coral with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA, EPA, FDEP, HMGP or other Federal Entity. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, EPA, FDEP, HMGP or other Federal Entity; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA, EPA, FDEP, HMGP or other Federal Entity.

6.17. ACCESS TO RECORDS

The following access to records requirements applies to this contract:

The Consultant/Contractor agrees to provide the City of Cape Coral, the FEMA, EPA, FDEP, HMGP or other Federal Entity Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant/Contractor agrees to provide the FEMA, EPA, FDEP, HMGP or other Federal Entity Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Cape Coral and the Consultant/Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA, EPA, FDEP, HMGP or other Federal Entity Administrator or the Comptroller General of the United States.

6.18. CHANGES

To be allowable under a FEMA, EPA, FDEP, HMGP or other Federal Entity grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. FEMA, EPA, FDEP, HMGP or other Federal Entity recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The recipient or subrecipient should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

6.19. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

The City of Cape Coral, Consultant or Contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, EPA, FDEP, HMGP, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

The consultant/contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA, EPA, other Federal entity, or FDEP pre-approval. The consultant/contractor shall include this provision in any subcontracts.

6.20. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Non-Federal Entity's (NFEs) and its consultant/contractors are required to comply with all federal laws, regulations, and executive orders. Additionally, recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds. (DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>).

This is an acknowledgement that FEMA, EPA, FDEP, HMGP or other Federal Entity financial assistance will be used to fund all or a portion of the contract. The consultant/contractor will comply with all applicable federal law, regulations, executive orders, FEMA, EPA, FDEP, HMGP or other Federal Entity policies, procedures, and directives.

6.21. NO OBLIGATION BY FEDERAL GOVERNMENT

FEMA, EPA, FDEP, HMGP or other Federal Entity is not a party to any transaction between a Non-Federal Entity (NFE) and its consultant/contractor. Therefore, FEMA, EPA, FDEP, HMGP or other Federal Entity is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its consultant/contractor. (2 C.F.R. §200.318(k)).

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, consultant/contractor, or any other party pertaining to any matter resulting from the contract.

6.22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Non-Federal Entity's (NFEs) must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government (31 U.S.C. §§ 3729-3733). As a part of the contract with a NFE, consultant/contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements, (31 U.S.C. §§ 3801-3812) applies to their actions under

their contract. (DHS Standard Terms and Conditions, available at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>).

The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's/contractor's actions pertaining to this contract.

6.23. SOCIOECONOMIC CONTRACTING

For procurements under FEMA, EPA, FDEP, HMGP or other Federal Entity declarations and awards issued on or after November 12, 2020, all Non-Federal Entity's (NFEs) are required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime consultant/contractor, if subcontracts are to be let, to take the five other affirmative steps, (2 C.F.R. § 200.321; compare 2 C.F.R. § 200.317 (2019), with 2 C.F.R. § 200.317 in Office of Management and Budget, Guidance for Grants and Agreements, 85 Fed. Reg. 49,506, 49,552 (Aug. 13, 2020)). For procurements under FEMA, EPA, FDEP, HMGP or other Federal Entity declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement only applies to non-state entities.

The Consultant/Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

6.24. COPYRIGHT

A Non-Federal Entity (NFE) is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency "a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so." 2 C.F.R. §200.315(d) provides to the federal government the rights to "obtain, reproduce, publish, or otherwise use" data produced under a federal award and to authorize others to do the same.

License and Delivery of Works Subject to Copyright.

The Consultant/Contractor grants to the City of Cape Coral, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the City of Cape Coral or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant/Contractor will deliver to the City of Cape Coral data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Cape Coral.

6.25. BUILD AMERICA, BUY AMERICA ACT (BABAA) FOR ARCHITECTURAL AND/OR ENGINEERING CONTRACTS

Build America, Buy America Act Preference.

Consultants/Contractors and subconsultants/subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 11758 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

6.26. PROVIDING GOOD, SAFE JOBS TO WORKERS

Creating Good Jobs.

Pursuant to FEMA Information Bulletin No. 520, the consultant/contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the consultant/contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high- quality jobs and complying with federal labor and employment laws. The consultant/contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

6.27. BUY CLEAN

The City of Cape Coral encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Cape Coral encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

6.28. CONFLICTS OF INTEREST (2 CFR 200.318) – GENERAL PROCUREMENTS STANDARDS

- A. The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from

consultants/contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

- B. If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

6.29. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES AND LABOR SURPLUS AREA FIRMS - (2 CFR PART 200.321):

- A. Whenever possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- B. Such consideration means:
 - 1. These business types are included on solicitation lists;
 - 2. These business types are solicited whenever they are deemed eligible as potential sources;
 - 3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - 4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 - 5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6. Requiring a consultant/contractor under a Federal award to apply this section to subcontracts.

6.30. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201)

Consultant/Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6.31. DRUG-FREE WORKPLACE

Vendor agrees to comply with the drug-free workplace requirements for Federal Vendors pursuant to 41 U.S.C.A. § 8102.

6.32. MAINTENANCE OF RECORDS

- A. The Bidder/Consultant/Contractor will keep and maintain adequate records and supporting documentation applicable to all the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant/Contractor for a minimum of ten (10) years from the date of completion or termination of the Agreement, or for such period as required by law.
- B. Consultant/Contractor shall provide, when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant/contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- C. Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. Consultant/Contractor agrees to provide the federal agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the resulting contract.
- E. Consultant/Contractor shall retain all records associated with this solicitation and any Agreements that are created in response to the solicitation for a period of no less than ten (10) years after final payments and all other pending matters are closed.
- F. The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of the Agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Consultant/Contractor and at the expense of the City.

6.33. ACRONYMS

AFG: Assistance to Firefighter Grants

BABAA: Build America Buy America Act

BRIC: Building Resilient Infrastructure and Communities

CAGE: Commercial and Government Entity

CCP: Crisis Counseling Assistance & Training Program

CFR: Code of Federal Regulations

DCM: Disaster Case Management

DHS: U.S. Department of Homeland Security

DRRA: Disaster Recovery and Reform Act of 2018

EMPG: Emergency Management Performance Grant

EPA: U.S. Environmental Protection Agency

FAR: Federal Acquisition Regulation

FDEP: Florida Department of Environmental Protection

FEMA: Federal Emergency Management Agency

FMAG: Fire Management Assistance Grant Program

HHPD: High Hazard Potential Dam Grant Program

HMA: Hazard Mitigation Assistance

HMGP: Hazard Mitigation Grant Program

HSGP: Homeland Security Grant Program

IHE: Institution of Higher Education

IHP-ONA: Individuals and Households Program – Other Needs Assistance

IPR: Intercity Passenger Rail Program

IRA: Inflation Reduction Act

JFO: Joint Field Office

NDAA: National Defense Authorization Act

NOFO: Notice of Funding Opportunity

NSGP: Nonprofit Security Grant Program

OMB: Office of Management and Budget

PA: Public Assistance Program

PSGP: Port Security Grant Program

RLF: Revolving Loan Fund

SAM: System for Award Management

SAT: Simplified Acquisition Threshold

THSGP: Tribal Homeland Security Grant Program

TSGP: Transit Security Grant Program

USC: United States Code

6.34. DEFINITIONS

- **Contract:** A legal instrument by which a FEMA, EPA, FDEP, HMGP or other Federal Entity award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A contract, for the purposes of this Guide, does not mean a federal award or subaward.
- **Consultant/Contractor:** An entity that receives a contract.
- **Cooperative agreement:** A legal instrument of financial assistance between a federal agency and a recipient or between a pass-through entity and subrecipient, consistent with 31 U.S.C. 63026305:
 - Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the federal government or pass-through entity's direct benefit or use;
 - Is distinguished from a grant in that it provides for substantial involvement of the federal agency or pass-through entity in carrying out the activity contemplated by the federal award.

The term does not include:

- A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

An agreement that provides only:

- Direct United States Government cash assistance to an individual;
- A subsidy;
- A loan;
- A loan guarantee; or Insurance.
- **Environmental Protection Agency (EPA):** the mission of EPA is to protect human health and the environment. Among other things the EPA works to ensure that:
 - Americans have clean air, land and water;
 - National efforts to reduce environmental risks are based on the best available scientific information;

- Federal laws protecting human health and the environment are administered and enforced fairly, effectively and as Congress intended;
 - Environmental stewardship is integral to U.S. policies concerning natural resources, human health, economic growth, energy, transportation, agriculture, industry, and international trade, and these factors are similarly considered in establishing environmental policy;
 - All parts of society--communities, individuals, businesses, and state, local and Tribal governments--have access to accurate information sufficient to effectively participate in managing human health and environmental risks;
 - Contaminated lands and toxic sites are cleaned up by potentially responsible parties and revitalized; and
 - Chemicals in the marketplace are reviewed for safety.
- **Federal agency:** An “agency” as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f). The term generally refers to the agency that provides a federal award directly to a recipient unless the context indicates otherwise. See also definitions of federal award and recipient. The federal agency discussed in this Guide is FEMA, EPA, FDEP, HMGP or other Federal Entity.
 - **State agency:** A "State agency" as defined at 42 U.S.C. 4601(3). The term generally refers to the agency that provides a grant award to a recipient unless the contest indicates otherwise. See also definitions of federal award, federal financial assistance and recipient. The state agency discussed in this Guide is FDEP, FDOT or other State entity.
 - **Federal award:** In this Guide, the term is used interchangeably with “FEMA, EPA, FDEP, HMGP or other Federal Entity Award” and means the federal financial assistance that a recipient receives directly from a federal agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101. The financial assistance that a recipient or subrecipient receives either directly from a federal agency or indirectly from a pass-through entity.
 - **Federal Emergency Management Agency (FEMA):** FEMA’s statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things:
 - FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; 10 Regional Offices; Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).

- FEMA administers numerous assistance programs annually on a regular basis to increase the Nation's preparedness, readiness, and resilience to all hazards. These assistance programs are typically available to recipients or subrecipients, including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders, and FEMA program-specific policies. As the federal agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with recipients or subrecipients that receive FEMA financial assistance, consistent with the requirements at 2 C.F.R. Part 200.
- **Florida Department of Environmental Protection:** The Florida Department of Environmental Protections protects, conserves and manages the state's natural resources and enforces its environmental laws. The Vision is to advance Florida's position as a world leader in protecting natural resources while growing the state's economy. Among other things
 - Leadership - Serve as an example of how to protect natural resources and economic vitality while adhering to the integrity of our shared vision.
 - Integrity - Operate ethically, honorably and respectfully.
 - Accountability - Accept personal ownership of our actions and responsibilities.
 - Communication - operate Transparently, sharing information frequently and honestly.
 - Innovation - Seek innovative ways to improve operations and scientific achievements.
 - Service - Serve Florida, its environment, the public, stakeholders and each other.
- **Grant agreement or grant:** A legal instrument of financial assistance between a federal agency and a recipient or between a pass-through entity and a subrecipient, consistent with 31 U.S.C. § § 6302, 6304: Is used to transfer anything of value from the federal agency or pass-through entity to the recipient or subrecipient to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and does not include an agreement that provides only:
 - Direct United States government cash assistance to an individual;
 - A subsidy;
 - A loan;
 - A loan guarantee; or
 - Insurance.

- **Indian Tribe (or “federally recognized Indian tribe”):** Any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. See 25 U.S.C. 5304(e). This includes any Indian Tribe identified in the annually published Bureau of Indian Affairs list of “Indian Entities Recognized and Eligible to Receive Services” and other entities that qualify as an Alaska Native village or regional village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act.
- **Local government:** Any unit of government within a state, including a:
 - County
 - Borough
 - Municipality
 - City
 - Town
 - Township
 - Parish
 - Special district
 - School District
 - Intrastate district
 - Council of governments, whether incorporated or not as a nonprofit corporation under state law
 - Local public authority, including any public housing agency under the United States Housing Act of 1937
 - Any other agency or instrumentality of a multi-regional, or intra-state or local government.
- **Nonprofit organization:** Any organization that:
 - Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - Is not organized primarily for profit;
 - Uses net proceeds to maintain, improve, or expand the organization's operations; and
 - Is not an IHE.

- **Pass-through entity:** A recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the passthrough entity and subrecipient. Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA, EPA, FDEP, HMGP or other Federal Entity award agreement.
- **Political Subdivision:** The unit of government that the State determines to have met the State's legislative definition of a political subdivision.
- **Recipient:** An entity that receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include subrecipients or individuals that are participants or beneficiaries of the award. A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local, Indian tribal, and territorial governments.
- **Simplified Acquisition Threshold (SAT):** The dollar amount below which a recipient or subrecipient may purchase property or services using small purchase methods (see 2 C.F.R. § 200.320). Recipients and subrecipients adopt small purchase procedures to expedite the purchase of items at or below the simplified acquisition threshold. The simplified acquisition threshold set in the FAR at 48 C.F.R. part 2, subpart 2.1 is used in this part as the simplified acquisition threshold for secondary procurement activities administered under Federal awards. The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold, which is less than or equal to the dollar value established in the FAR, based on internal controls, an evaluation of risk, and its documented procurement procedures. Recipients and subrecipients should also determine if local government purchasing laws apply. This threshold must never exceed the dollar value established in the FAR. Presently and as of June 2018, the federal SAT is \$250,000, but is periodically adjusted for inflation.
- **State:** Any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments. In this Guide, state is used interchangeably with "state entity".
- **Subaward:** An award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a federal award received by the pass-through entity. It does not include payments to a consultant/contractor, beneficiary, or participant. A subaward may be provided through any legal agreement consistent with criteria in 2 C.F.R. § 200.331, including an agreement the pass-through entity considers a contract. In this Guide, the term is used interchangeably with "subgrant."

- **Subrecipient:** An entity that receives a subaward from a pass-through entity to carry out part of a federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other federal awards directly from a federal agency.

6.35. SAM.gov Registration

SAM.gov (System for Award Management) is the official U.S. government platform that all businesses must register with to be eligible for federal contracts, grants, loans, and payments. This applies to all businesses nationwide, including those in Florida. This project is utilizing federal funding which requires an "Active" registration through the SAM.gov website.

Key Reasons to Register at www.SAM.gov:

- Eligibility for Federal Contracts
You must be registered in SAM.gov to bid on or win federal contracts. Federal contracting officers cannot review proposals or award contracts to unregistered entities.
- Access to Federal Grants and Loans
Registration is required to receive federal funding, including disaster relief, infrastructure grants, and SBA-backed loans.
- Visibility to Government Agencies
Registered businesses are listed in a searchable database used by government buyers, increasing the chances of being selected for opportunities—especially small business or disadvantaged business set-aside contracts.
- Compliance and Certification
SAM registration is a prerequisite for obtaining key certifications, such as SBA 8(a), HUBZone, or Women-Owned Small Business (WOSB) certifications, and for complying with federal acquisition regulations.
- Required for Payment
No federal agency can legally pay a business for goods or services without an active SAM registration.

6.36. FHWA-1273 - FEDERAL-AID CONSTRUCTION CONTRACTS

The provisions of Form FHWA-1273 generally apply to all Federal-aid construction projects, and must be physically incorporated into the construction contract, subcontracts and lower-tier subcontracts. The link provided below will redirect you to the Federal Highway Administration site where you can access the updated requirements and form.

<https://www.fhwa.dot.gov/construction/cqit/form1273.cfm>

6.37. Federal Funding - 2 C.F.R. and Appendix II Compliance

This solicitation may be utilizing Federal Funding. The link provided below will redirect you the 2 C.F.R. Part 200 and the Appendix II to Part 200 site where you can access the updated requirements.

2 C.F.R. Part 200

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

Appendix II to Part 200

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

7. Charter School Contract Provisions

7.1. EQUAL OPPORTUNITY EMPLOYMENT

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60 (2 C.F.R. Part 200, Appendix II, § C).

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

During the performance of this project, the respondent agrees as follows:

- A. The consultant/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant/contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The consultant/contractor will, in all solicitations or advertisements for employees placed by or on behalf of the consultant/contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The consultant/contractor will not discharge or in any other manner discriminate against any employee, or applicant for employment, because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the respondent's legal duty to furnish information.
- D. The consultant/contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the respondent's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The consultant/contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The consultant/contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the consultant's/contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the respondent may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The consultant/contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant/subcontractor or vendor. The consultant/contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a respondent becomes involved in, or is threatened with, litigation with a subconsultant/subcontractor or vendor as a result of such direction by the administering agency, the consultant/contractor may request the United States to enter such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of consultant/contractor and subconsultants/subcontractors with the

equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant/contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultant/contractor and subconsultant/subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.2. DAVIS BACON ACT (WHEN APPLICABLE)

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week. Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. Recipients and subrecipients should refer to the applicable NOFO or other program guidance or contact their applicable FEMA, EPA, FDEP, HMGP or other Federal Entity grant representative for additional information on how to implement this requirement.

When required by the federal program legislation, all prime construction contracts over \$2,000 awarded by recipients or subrecipients must include a provision for compliance with the Davis-Bacon Act.

The Davis-Bacon Act does not apply to FEMA, EPA, FDEP, HMGP or other Federal Entity financial assistance programs. Recipients and subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA, EPA, FDEP, HMGP or other Federal Entity grant representative to determine if this provision is required for the procurement. However, the Davis-Bacon Act clause is not federally required for procurements under FEMA's Public Assistance (PA) or Hazard Mitigation Assistance (HMA) Programs, EPA, other Federal Entity, or FDEP.

If applicable, in addition to the requirements mentioned in the beginning of this section, the recipient or subrecipient must do the following:

- The recipient or subrecipient must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The recipient or subrecipient must report all suspected or reported violations to the federal agency.

- Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act. See Required Contract Provisions, Section 5. Copeland Anti- Kickback Act in this document for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the recipient or subrecipient may include a separate contract provision specific to the Copeland “Anti- Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the recipient’s or subrecipient’s contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11) into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.

If applicable per the standard described above, the recipient or subrecipient must include the provisions at 29 C.F.R. § 5.5(a)(1)-(11) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

Compliance with the Davis-Bacon Act

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, contractors are required to pay wages not less than once a week.

7.3. TERMINATION FOR CAUSE AND CONVENIENCE

The City may determine by written notice to the consultant/contractor, to terminate this Project/Agreement with or without cause, in whole or in part, when the City determines in its sole discretion that it is in the City's best interest to do so.

In the event of termination, the consultant/contractor will not incur any new obligations for the terminated portion of the Agreement after the Consultant/Contractor has received notification of termination.

Pursuant to the above, when federal funds are expended by City of Cape Coral (City), City reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions.

City reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days’ notice in writing to the awarded vendor.

The vendor would be compensated for work, which is satisfactorily performed, inspected and for goods procured as of the termination date, if for convenience of the City, providing the price/payment is agreed upon. Such payment, for work, however, may not exceed the amount allotted to the portion of completed work as outlined in the Agreement price. All work in progress shall become the property of the City and shall be turned over promptly by the vendor to City Staff, along with any records, documents or files that may be required. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.

7.4. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquire:

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Consultant/Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

7.5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, (40 U.S.C. §§ 3701-3708) all contracts awarded by the Non-Federal Entity's (NFEs) of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. (40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E). Under 40 U.S.C. § 3702, each consultant/contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

Compliance with the Contract Work Hours and Safety Standards Act.

- A. *Overtime requirements.* No consultant/contractor or subconsultant/subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (A) of this section the consultant/contractor and any subconsultant/subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such consultant/contractor and subconsultant/subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A).

C. *Withholding for unpaid wages and liquidated damages—*

1. *Withholding Process.* The City of Cape Coral may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the consultant/contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime consultant/contractor or any subconsultant/contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime consultant/contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime consultant/contractor (as defined in § 5.2). The necessary funds may be withheld from the consultant/contractor under this contract, any other federal contract with the same prime consultant/contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime consultant/contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the consultant/contractor liability for which the funds were withheld.
2. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - a. A consultant's/contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - b. A contracting agency for its procurement costs;

- c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a consultant/contractor, or a consultant's/contractor's bankruptcy estate;
 - d. A consultant's/contractor's assignee(s);
 - e. A consultant's/contractor's successor(s); or
 - f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- D. *Subcontracts*. The consultant/contractor or subconsultant/subcontractor must insert in any subcontracts the clauses set forth in paragraphs (A) through (E) of this section and a clause requiring the subconsultants/subcontractors to include these clauses in any lower tier subcontracts. The prime consultant/contractor is responsible for compliance by any subconsultant/subcontractor or lower tier subconsultant/subcontractor with the clauses set forth in paragraphs (A) through (E). In the event of any violations of these clauses, the prime consultant/contractor, and any subconsultant/subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subconsultants/subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- E. *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- 1. Notifying any consultant/contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - 2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - 3. Cooperating in any investigation or other compliance action or testifying in any proceeding under CWHSSA or this part; or (iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- A. The consultant/contractor or subconsultant/subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address,

telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

- B. Records to be maintained under this provision must be made available by the consultant/contractor or subconsultant/subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the consultant/contractor or subconsultant/subcontractor will permit such representatives to interview workers during working hours on the job.

7.6. BYRD ANTI-LOBBYING AMENDMENT – SEPARATE CERTIFICATION REQUIRED TO BE SUBMITTED

Non-Federal Entity's (NFEs) who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying (2 C.F.R. Part 200, Appendix II, § I (31 U.S.C. § 1352); 44 C.F.R. § 18.110).

Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.

Consultants/Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

7.7. CLEAR AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act.

The consultant/contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The consultant/contractor agrees to report each violation to the City of Cape Coral and understands and agrees that the City of Cape Coral will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and/or the appropriate Environmental Protection Agency Regional Office.

The consultant/contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA, EPA, FDEP, HMGP or other Federal Entity.

Federal Water Pollution Control Act.

The consultant/contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The consultant/contractor agrees to report each violation to the City of Cape Coral and understands and agrees that the City of Cape Coral will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and/or the appropriate Environmental Protection Agency Regional Office.

The consultant/contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA, EPA, FDEP, HMGP or other Federal Entity.

Compliance with the Clean Air Act and Federal Water Pollution Control Act

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387) and will report violations to FEMA and the Regional Office of Environmental Protection Agency (EPA).

7.8. COMPLIANCE WITH THE JESSICA LUNSFORD ACT

In order to comply with the requirements of the Jessica Lunsford Act., Level 2 Screening is required of all subcontracted employees who meet one or more of the following requirements.

- A. contractor's employees are at the school when students are present or,
- B. contractor's employees have direct contact with students or,
- C. contractor's employees have access to or control of school funds.

All costs associated with Level 2 screening shall be borne by the Contractor or subcontractor.

Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement (FDLE) and Federal Criminal records checks through the Federal Bureau of Investigation (FBI). Any certificate issued by a Law Enforcement Agency must clearly indicate that the employee has successfully passed a Level 2 Screening background investigation. All costs associated with level 2 screening shall be borne by the Respondent or subcontractor.

Upon completion of Level 2 Screening, any results indicating an employee has been found guilty of, regardless of adjudication or have entered a plea of nolo contendere or guilty to, any crime in Florida Statue 435.04(2), or any other comparable statute of another state, or of the federal government, including, but not limited to, crimes involving moral turpitude, multiple felonies, or crimes against children, shall not be permitted to perform work for the Charter School Authority (AUTHORITY), on the Charter School Campus.

The results of such shall be provided to the City of Cape Coral and the Charter School Administrator or his designee for approval prior to the employee being assigned to the Charter School campus. Furthermore, the Charter School Administrator or his designee has the right, at his sole discretion, to reject any employee deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the Charter School Authority. In such

a case it shall be

the responsibility of the contractor, at no additional cost to the Charter School Authority or the City of Cape Coral, to provide a suitable replacement and documentation of Level 2 Screening for that individual.

Failure to complete Level 2 Screening shall be considered a material breach of Contractor's duties and responsibilities entitling the Charter School Authority to terminate any business relationship with the Respondent immediately. In addition, all Respondents will be required to indemnify and hold harmless the Charter School Authority, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from your failure to comply with the requirements of the Jessica Lunsford Act. Contractor employees are required to wear, at all times on any AUTHORITY site, State issued identification badges per AUTHORITY policies and the Jessica Lunsford Act. Employees will not be allowed on any AUTHORITY site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Continued non-compliance with this clause may result in the termination of contract(s). Please note that Contractor(s) must submit all Certificate of Insurance and Licenses before badges can be issued.

Contractor may be required to submit a list of badged employees to AUTHORITY within thirty (30) days after commencement of contract. Any changes during the course of the contract must be updated and submitted immediately.

Contractor employees using badges from another, terminated or retired employee is strictly PROHIBITED and will be cause for immediate termination of contract.

Contractor must immediately return any and all badges of terminated or retired employees to AUTHORITY. Failure to do so may be cause for termination of contract.

Fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility to ensure they meet all State and AUTHORITY requirements.

7.9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA, EPA, FDEP, HMGP or other Federal Entity award meets the definition of funding agreement and the recipient or subrecipient enters any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA, EPA, FDEP, HMGP or other Federal Entity.

- A. **Applicability.** This requirement applies to "funding agreements," but it **DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA, EPA, FDEP, HMGP or other Federal Entity awards under these programs do not meet the definition of "funding agreement."

- B. **Funding Agreements.** The regulation at 37 C.F.R. § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any consultant/contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal Government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.10. SUSPENSION AND DEBARMENT: SEPARATE CERTIFICATION IS REQUIRED TO BE SUBMITTED

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the consultant/contractor is required to verify that none of the consultant’s/contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The consultant/contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by City of Cape Coral. If it is later determined that the consultant/contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Cape Coral, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11. DOMESTIC PREFERENCE FOR PROCUREMENTS

Domestic Preference for Procurements.

The Consultant/Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

7.12. DRUG-FREE WORKPLACE: SEPARATE CERTIFICATION REQUIRED TO BE SUBMITTED

Vendor agrees to comply with the drug-free workplace requirements for Federal Vendors pursuant to 41 U.S.C.A. § 8102.

7.13. COST REIMBURSABLE CONTRACTS

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) *Prohibited expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

7.14. BUY AMERICAN

(1) *Definitions.* For the purpose of this [paragraph \(d\)](#):

(i) *Domestic commodity or product* means:

(A) An agricultural commodity that is produced in the United States; and

(B) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(ii) *Substantially using agriculture commodities that are produced in the United States* means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.

(2) *In general.* Subject to [paragraph \(d\)\(4\)](#) of this section, a school food authority must purchase, to the maximum extent practicable, domestic commodities or products.

(3) *Required language.* School food authorities must include language requiring the purchase of foods that meet the Buy American requirements in [paragraph \(d\)\(1\)](#) of this section in all procurement procedures, solicitations, and contracts.

(4) *Limitations.* [Paragraphs \(d\)\(2\)](#) and [\(3\)](#) of this section apply only to:

(i) A school food authority located in the contiguous United States; and

(ii) A purchase of domestic commodity or product for the school lunch program under this part.

(5) *Exceptions.* The purchase of foods not meeting the definition in [paragraph \(d\)\(1\)](#) of this section is only permissible when the following criteria are met:

(i) The school food authority determines that one of the following limited exceptions is met:

(A) The product is listed in the Federal Acquisitions Regulations (FAR) at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

(B) Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product.

(ii) Non-domestic food purchases (those that do not meet the definition of domestic commodity or product, as defined in [paragraph \(d\)\(1\)](#) of this section) must not exceed the following caps by the established deadlines:

(A) By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a school food authority purchases per school year.

(B) By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a school food authority purchases per school year.

(C) By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a school food authority purchases per school year.

(iii) School food authorities must maintain documentation, except when the item purchased is found on the FAR at [48 CFR 25.104](#) when using an exception under [paragraph \(d\)\(5\)\(i\)](#) of this section.

(iv) School food authorities must maintain documentation, to demonstrate that when using an exception under [paragraph \(d\)\(5\)\(i\)](#) of this section their non-domestic food purchases do not exceed the annual threshold specified in [paragraph \(d\)\(5\)\(ii\)](#) of this section.

(6) *Harvested fish.* To meet the definition of a domestic commodity or product, harvested fish must meet the following requirements:

(i) Farmed fish must be harvested within the United States or any territory or possession of the United States; and

(ii) Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel.

(7) *Applicability to Hawaii.* [Paragraph \(d\)\(2\)](#) of this section applies to school food authorities in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

(8) *Temporary accommodation.* For school food authorities that demonstrate they cannot meet the threshold, State agencies may provide an accommodation for temporary relief from the requirement as the State agency works with the school food authority to increase domestic purchases.

7.15. RETENTION OF RECORDS

State agencies and school food authorities may retain necessary records in their original form or on microfilm. State agency records shall be retained for a period of 3 years after the date of submission of the final Financial Status Report for the fiscal year. School food authority records shall be retained for a period of 3 years after submission of the final Claim for Reimbursement for the fiscal year. In either case, if audit findings have not

been resolved, the records shall be retained beyond the 3-year period as long as required for the resolution of the issues raised by the audit.

Rule 1B-24.003(1)(f):

1B-24.003 Records Retention Scheduling and Disposition. (1) The Division issues General Records Schedules which establish minimum retention requirements for record series common to all agencies or specified types of agencies based on the legal, fiscal, administrative, and historical value of those record series to the agencies and to the State of Florida. The General Records Schedules established by the Division, which can be obtained at <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>, are incorporated by reference:

(f) Public Universities and Colleges Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education (<https://www.flrules.org/Gateway/reference.asp?No=Ref-15399>, eff. 06/23).

7.16. Civil Rights

(b) *Civil rights*. In the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. Vendor and School food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination ([7 CFR parts 15](#), [15a](#), and [15b](#)); and FNS Instruction 113-1.

8. Line Items

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cheese Pizza	1	Slice		
2	Pepperoni Pizza (Oasis High School Only)	1	Slice		
3	Cheese Deep Dish Pizza	1	Slice		
4	Pepperoni Deep Dish Pizza (Oasis High School Only)	1	Slice		
TOTAL					

9. Supplier Acknowledgements

Review the following items and confirm, provide additional information or upload the required completed document provided.

1. Taxpayer Identification Number (FEIN or Social Security Number)*

Enter your FEIN.

Maximum response length: 200 characters

*Response required

2. General Terms & Conditions*

You have read, understand and agree to the General Terms & Conditions listed in the solicitation documents.

☐ Please confirm

*Response required

3. Specifications and Requirements*

You have read, understand and agree to the specifications and requirements listed in the solicitation documents.

☐ Please confirm

*Response required

4. State of Florida - Division of Corporations*

Please submit a copy of your registration and the corresponding document number from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

Indicate the document is attached and you can add any notes as required.

Maximum response length: 4000 characters

*Response required

5. Collusion Statement*

The undersigned respondent affirms that the submittal is genuine and not collusive or sham; that the respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person, to put in a sham submittal or to refrain from submitting, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the submitted price of affiant or of any other respondent, or to fix overhead, profit or cost element of said submitted price, or that of any other respondent, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☐ Please confirm

*Response required

6. Scrutinized Companies Certification*

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.

Please download the below documents, complete, and upload.

- [Scrutinized Companies Form.pdf](#)

*Response required

7. Public Entity Crimes Act*

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☐ Please confirm

*Response required

8. Discriminatory Vendor List*

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

☐ Please confirm

*Response required

9. Form 3A - Interest in Competitive Bid for Public Business*

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the respondent's responsibility to disclose this relationship, failure to do so could result in being declared non- responsive.

Please download the below documents, complete, and upload.

- [Form 3A.pdf](#)

*Response required

10. Corporate Resolution*

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Respondents must provide either the corporate resolution form or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

Please download the below documents, complete, and upload.

- [Corporate Resolution.pdf](#)

*Response required

11. Drug Free Workplace - Charter School*

Florida Statutes Section 112.0455 is the “Drug-Free Workplace Act”. The purpose of the Act is:

- A. promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.
- B. Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.
- C. Provide for confidentiality of testing results.

Please download the below documents, complete, and upload.

- [USDA Form AD-1049.pdf](#)

*Response required

12. Reference Survey Forms

Please download the below documents, complete, and upload. Ensure to include the number of references as stated in the Solicitation Specification section.

- [Reference Survey Form.pdf](#)

13. Insurance Requirements*

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in this solicitation.

Without limiting its liability under this solicitation, the awarded respondent(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded respondent to the City shall relieve the awarded respondent of the awarded respondent's full responsibility to provide insurance, as required by this contract. The awarded respondent shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded respondent. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded respondent shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:

Respondent acknowledges to provide proof of Minimum Insurance Requirements as stated in this solicitation. Certificate of Insurance to be provided post contract execution and approved by the City before the commencement of any work activities.

☐ Please confirm

*Response required

14. Deviations from Solicitation Specifications*

Respondent shall clearly indicate all areas in which the items the respondent proposes does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations or add N/A.

Maximum response length: 5000 characters

*Response required

15. Designated Contact*

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

Maximum response length: 400 characters

*Response required

16. City Employees*

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

Maximum response length: 400 characters

*Response required

17. Annual Appropriation*

The City's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

☐ Please confirm

*Response required

18. Electronic Funds Transfer (EFT'S)*

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

<https://www.capecoral.gov/Documents/Departments/Financial%20Services/Procurement/ACH%20Authorization%20Form.pdf?t=202511131118130>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☐ Please confirm

*Response required

19. E-Verify*

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless

each party to the contract registers with and uses the E-Verify system. The website for E-Verify is <https://e-verify.gov>.

NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.

PUBLIC AGENCY CONTRACTING

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

Upload the company's COMPLETE E-Verify Memorandum or Understanding Document.

*Response required

20. Immigration Affidavit Certification*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Immigration - E-Verify Affi...](#)

*Response required

21. Human Trafficking Affidavit*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Human Trafficking Affidavit...](#)

*Response required

22. ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE*

In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.

The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been advertised. This Cone of Silence is designed to protect the professional integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

§

2-151

(k) **Cone of Silence.**

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

- a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and
- b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

- a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.
- b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.

b. Nothing contained in this section shall prohibit any person or entity subject to this section from:

1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.

2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.

3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.

4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.

5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.

(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian, or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral, or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☐ Please confirm

*Response required

23. Quantity Disclaimer (If Applicable)*

If quantities are applicable to the solicitation, it is the sole responsibility of the respondent to field verify all quantities prior to submitting. Any discrepancies are the respondent's responsibility to address.

Formulas are not guaranteed for accuracy. It is the responsibility of the respondent to verify the correctness of the formulas.

☐ Please confirm

*Response required

24. Upload current Business Tax Receipt (BTR) or the County your Business resides in exemption.*

Per City of Cape Coral City Code, Chapter 11: A local business tax shall be collected from every person exercising the privilege of, or carrying on, or engaging in, or managing any business, profession or occupation, and pay the appropriate business tax before the commencement of any business.

Additional Requirements: Businesses operating in the City of Cape Coral **MUST** have one of the following:

1. A Florida Department of Business & Professional Regulations (DBPR) State License and a Business Tax Receipt (BTR) for any county or city; or

2. A Cape Coral Business Tax Receipt (BTR)

The following Link will allow you to Renew your Business Tax Receipt:

[Cape Coral Business Tax Receipt - RENEWAL](#)

The following email addresses are to be used for obtaining a NEW Cape Coral Commercial Zoning Compliance/Local Business Tax Receipt:

Zoning Compliance - zoning@capecoral.gov - 239-574-0553

Fire Inspection - fireinspections@capecoral.gov - 239-424-3264

Business Tax Receipts - businesstaxreceipts@capecoral.gov - 237-574-0430

The following Link will take you to the City of Cape Coral's BTR Website:

[Cape Coral Business Tax Receipt](#)

The following Link will take you to Lee County's Website:

[Lee County Business Tax Receipt](#)

The following email address can be used for additional information, a list of exemptions and for general assistance related to local (BTR):

businesstaxreceipts@capecoral.gov

By acknowledging this attribute and by submitting a response to a solicitation for the City of Cape Coral, you acknowledge and agree to provide a valid Business Tax Receipt for Cape Coral and Lee County for the submitting business.

*Response required

25. SUSPENSION AND DEBARMENT: SEPARATE CERTIFICATION IS REQUIRED TO BE SUBMITTED - CHARTER SCHOOL*

Please download the below documents, complete, and upload.

- [USDA Form AD-1048.pdf](#)

*Response required

26. BYRD ANTI-LOBBYING AMENDMENT – CERTIFICATION REQUIRED TO BE SUBMITTED*

Please download the below documents, complete, and upload.

- [Certification for Disclosur...](#)

*Response required

27. Business Ethics Requirements & Expectations*

Please download the below documents, complete, and upload.

- [Business Ethics Requirement...](#)

*Response required

28. Truth In Negotiations*

The firm hereby certifies under the penalties of perjury that the wage rate and other costs used to support its compensation are accurate, complete and current at the time of contracting. The firm agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non current wage rates or other costs.

The awarded vendor will be required to sign a Truth-in-Negotiations form after the issuance of the Notice of Intent.

☐ Please confirm

*Response required

29. Compliance with the Jessica Lunsford Act*

In order to comply with the requirements of the Jessica Lunsford Act., Level 2 Screening is required of all subcontracted employees who meet one or more of the following requirements.

- A. contractor's employees are at the school when students are present or,
- B. contractor's employees have direct contact with students or,
- C. contractor's employees have access to or control of school funds.

All costs associated with Level 2 screening shall be borne by the Contractor or subcontractor.

Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement (FDLE) and Federal Criminal records checks through the Federal Bureau of Investigation (FBI). Any certificate issued by a Law Enforcement Agency must clearly indicate that the employee has successfully passed a Level 2 Screening background investigation. All costs associated with level 2 screening shall be borne by the Respondent or subcontractor.

Upon completion of Level 2 Screening, any results indicating an employee has been found guilty of, regardless of adjudication or have entered a plea of nolo contendere or guilty to, any crime in Florida Statue 435.04(2), or any other comparable statute of another state, or of the federal government, including, but not limited to,

crimes involving moral turpitude, multiple felonies, or crimes against children, shall not be permitted to perform work for the Charter School Authority (AUTHORITY), on the Charter School Campus.

The results of such shall be provided to the City of Cape Coral and the Charter School Administrator or his designee for approval prior to the employee being assigned to the Charter School campus. Furthermore, the Charter School Administrator or his designee has the right, at his sole discretion, to reject any employee deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the Charter School Authority. In such a case it shall be the responsibility of the contractor, at no additional cost to the Charter School Authority or the City of Cape Coral, to provide a suitable replacement and documentation of Level 2 Screening for that individual.

Failure to complete Level 2 Screening shall be considered a material breach of Contractor's duties and responsibilities entitling the Charter School Authority to terminate any business relationship with the Respondent immediately. In addition, all Respondents will be required to indemnify and hold harmless the Charter School Authority, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from your failure to comply with the requirements of the Jessica Lunsford Act. Contractor employees are required to wear, at all times on any AUTHORITY site, State issued identification badges per AUTHORITY policies and the Jessica Lunsford Act. Employees will not be allowed on any AUTHORITY site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Continued non-compliance with this clause may result in the termination of contract(s). Please note that Contractor(s) must submit all Certificate of Insurance and Licenses before badges can be issued.

Contractor may be required to submit a list of badged employees to AUTHORITY within thirty (30) days after commencement of contract. Any changes during the course of the contract must be updated and submitted immediately.

Contractor employees using badges from another, terminated or retired employee is strictly PROHIBITED and will be cause for immediate termination of contract.

Contractor must immediately return any and all badges of terminated or retired employees to AUTHORITY. Failure to do so may be cause for termination of contract.

Fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility to ensure they meet all State and AUTHORITY requirements.

☐ Please confirm

*Response required

30. Acknowledgement of Federal Terms & Conditions and 2 C.F.R. Requirements*

Please download the below documents, complete, and upload.

- [Acknowledgement of Federal ...](#)

*Response required

31. Federal Funding - 2 C.F.R. and Appendix II Compliance*

Confirm you have reviewed and accept the 2 C.F.R Part 200 and Appendix II to Part 200 requirements.

☐ Please confirm

*Response required

32. Upload current license(s) required by solicitation.

Upload your current license(s) based on the requirements of the solicitation.

33. Upload your Firm's Proposal*

Using the Evaluation Criteria, upload your firms proposal to be reviewed and evaluated.

*Response required

34. Upload Additional Documents

Upload any additional documents you feel are relevant to this solicitation

10. Evaluation Criteria

It is imperative that the information submitted is precise, clear, and complete. All responses are to be submitted through the OpenGov website by uploading your Proposal and required attachments as stated in this solicitation. Responses not conforming to this format may be disqualified from further consideration. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the response. Responses which are substantially incomplete or lack key information may be rejected at the CITY's discretion.

Responses should include the requirements listed below. Responses submitted without meeting ALL the requirements may be considered non-responsive. Information submitted should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The response should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Respondents shall include the following information in their response. All additional information that the Respondent believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Firms shall submit their responses to this RFP via the electronic procurement portal, OpenGov. The information listed below, shall be provided in the order detailed, via uploading onto the OpenGov website.

The following information shall be provided in the order detailed: failure to provide any one part of this section without appropriate explanation may result in disqualification of your proposal.

- Title page (1 Page)
- Letter of Interest (2 Pages)
- Table of Contents (1 Page)
- Firm Background & Experience
- Qualification & Experience of Key Personnel/Team
- Demonstrated Knowledge & Resources
- Prior Experience and References
- Fees/Costs

The evaluation team may request the most qualified firms to make a presentation and be available for an interview or presentation. All expenses, including travel expenses for interviews shall be borne by the proposer.

Upon selection of the most qualified firm meeting the City's requirements, the City reserves the right to negotiate the price structure and will present a formal contract to the City Council for approval.

Upon submission, all proposals become the property of the City and are subject to public records law.

Note: Administrative Items 1 through 3 will be evaluated on a pass/fail basis only. Failure to provide any required administrative item may result in the proposal being deemed non-responsive.

Administrative

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Title Page (1 Page) List the Request for Proposal subject, the name of the firm, address, telephone number, email address, contact person, and date of submittal, and who has corporate authority to sign for the Firm.	Pass / Fail	1 (33.3% of Total)
2.	Letter of Interest (2 Pages) Provide an introduction to your company and describe why the City of Cape Coral should select your firm(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.	Pass / Fail	1 (33.3% of Total)
3.	Table of contents (1 Page) Include a clear identification of the material included in the submittal by page number.	Pass / Fail	1 (33.3% of Total)

Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Firm Background & Experience Describe the organization, date founded, size, office location(s) and ownership of your firm, staffing, history, and experience with projects of similar scope and size. Provide a brief description of the Respondent's approach to provide the services requested in this RFP and the ability to perform the contract within the time specified. Provide a sample of a plan provided for a project of similar scope and size.	Points Based	25 (25% of Total)

2.	Demonstrated Knowledge & Resources Describe the operational plan you plan to take in order to accomplish the tasks and needs outlined in this RFP Document. Describe the knowledge and demonstrated success you have in similar work. Provide information regarding available projects that the proposing firm is capable of maintaining and repairing.	Points Based	25 <i>(25% of Total)</i>
3.	Prior Experience and References Describe in detail prior experience that the submitting firm has had and provide a verifiable reference. Please provide a minimum of three (3) references for projects similar in size and scope to this project, if available. ***The minimum information required for each reference shall be as required on the Reference Survey Form found in Supplier Acknowledgements. Cape Coral Charter School Authority and/or their designee must be able to make contact with the reference.***	Points Based	10 <i>(10% of Total)</i>
4.	Fees/Costs Provide pricing in the Line Items and/or upload Pricing Proposal based off the solicitation requirements.	Points Based	40 <i>(40% of Total)</i>



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

CSA Resolution 34-26 Approval CSA Instructional Personnel Notice

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, acknowledging the status of certain instructional personnel, for the 2026-2027 School Year, and the notice required to parents and guardians as set forth in Section 1012.42 of the Florida Statutes; and directing the Superintendent to provide and distribute the appropriate notifications in a timely manner, in accordance with state law and school policy; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☒ Strategic Goal #1: Student Achievement
- ☐ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

CSA RESOLUTION 34-26

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA; ACKNOWLEDGING THE STATUS OF CERTAIN INSTRUCTIONAL PERSONNEL, FOR THE 2026–2027 SCHOOL YEAR, AND THE NOTICE REQUIRED TO PARENTS AND GUARDIANS AS SET FORTH IN SECTION 1012.42 OF THE FLORIDA STATUTES; AND DIRECTING THE SUPERINTENDENT TO PROVIDE AND DISTRIBUTE THE APPROPRIATE NOTIFICATIONS IN A TIMELY MANNER, IN ACCORDANCE WITH STATE LAW AND SCHOOL POLICY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 1012.42 of the Florida Statutes requires that all schools annually notify parents when a teacher is assigned teaching duties in a class outside the field in which the teacher is certified; and

WHEREAS, out-of-field assignments may occur for a variety of reasons, including teacher expertise in related subject areas, evolving instructional needs, and the complex certification requirements in certain disciplines; and

WHEREAS, certain teachers at Oasis Charter Schools may be teaching out-of-field subject areas, in which they have not yet completed the full state certification requirements, including certification in areas such as English for Speakers of Other Languages, Exceptional Student Education, and Reading, however teachers are actively pursuing the necessary coursework and professional development to achieve the appropriate certification.

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby acknowledges the certification status of certain instructional personnel, for the 2026–2027 school year, and recognizes the requirement set forth in Section 1012.42, Florida Statutes, to notify parents and guardians when instructional personnel are assigned to teach out of field.

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby directs the Superintendent to provide and distribute the appropriate notifications in a timely manner, in accordance with applicable state law and school policy.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

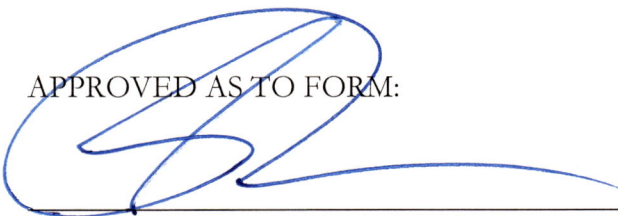
JACKSON _____
ATISELE _____
KATINE _____
MICHAELS _____

SANTOS _____
KILRAINE _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

RECORDING SECRETARY

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY



CSA res/Out-of-Field



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

CSA Resolution 35-26 Approval TAPS 26A097 Funding

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, accepting grant funding from the Florida Department of Education for the Safety and Security of School Buildings Initiative, for a total amount of \$21,402.73; and authorizing the Superintendent or their designee to execute any and all documents necessary to receive the grant funding and implement the expenditures in accordance with state and program requirements; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, ACCEPTING GRANT FUNDING FROM THE FLORIDA DEPARTMENT OF EDUCATION FOR THE SAFETY AND SECURITY OF SCHOOL BUILDINGS INITIATIVE, FOR A TOTAL AMOUNT OF \$21,402.73; AND AUTHORIZING THE SUPERINTENDENT OR THEIR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO RECEIVE THE GRANT FUNDING AND IMPLEMENT THE EXPENDITURES IN ACCORDANCE WITH STATE AND PROGRAM REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Education awarded grant funding to the Cape Coral Charter School Authority for its Safety and Security of School Buildings Initiative; and

WHEREAS, the grant funds are intended to support critical safety and security enhancements for school facilities during the approved program period between July 1, 2024 through January 31, 2027; and

WHEREAS, the total amount of grant funding awarded to the Cape Coral Charter School Authority is \$21,402.73, which shall be allocated amongst the participating schools:

- Oasis Elementary South - \$5,461.28
- Oasis Elementary North - \$5,075.58
- Oasis Middle School - \$5,260.00
- Oasis High School - \$5,605.87

WHEREAS, the Superintendent recommends that the Cape Coral Charter School Authority Governing Board accept grant funding from the Florida Department of Education for the Safety and Security of School Building Initiatives, for a total amount of \$21,402.73.

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby accepts grant funding from the Florida Department of Education for the Safety and Security of School Building Initiatives, for a total amount of \$21,402.73 and shall be allocated to the participating schools as described herein.

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby authorizes the Superintendent or their designee to execute any and all documents necessary to receive the grant funding and implement the expenditures in accordance with state and program requirements.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

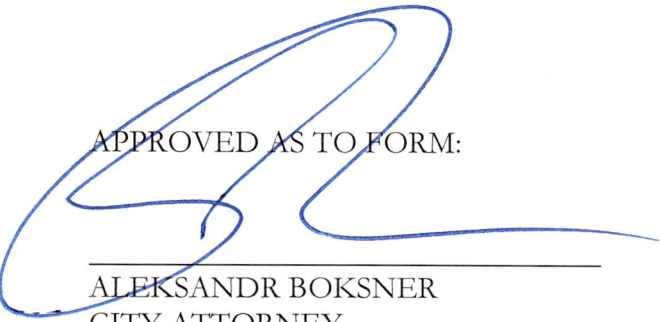
JACKSON _____
ATISELE _____
KATINE _____
MICHAELS _____

SANTOS _____
KILRAINE _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

RECORDING SECRETARY

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY



res/Grant-FL Dept. of Education



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

CSA Resolution 36-26 Approval of Title II, Part A, School Year 2026-2027

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, authorizing the receipt of Title II grant funding for the 2026-2027 school year, in the total amount of \$48,765, from the School District of Lee County, Florida, to support educator recruitment, retention, professional development, and incentive programs consistent with federal and district guidelines; and authorizing the Superintendent to execute any and all related document(s) in order to receive the grant funding; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

CSA RESOLUTION 36-26

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, AUTHORIZING THE RECEIPT OF TITLE II GRANT FUNDING FOR THE 2026-2027 SCHOOL YEAR, IN THE TOTAL AMOUNT OF \$48,765, FROM THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA, TO SUPPORT EDUCATOR RECRUITMENT, RETENTION, PROFESSIONAL DEVELOPMENT, AND INCENTIVE PROGRAMS CONSISTENT WITH FEDERAL AND DISTRICT GUIDELINES; AND AUTHORIZING THE SUPERINTENDENT TO EXECUTE ANY AND ALL RELATED DOCUMENT(S) IN ORDER TO RECEIVE THE GRANT FUNDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School District of Lee County is committed to supporting highly effective teachers and principals through targeted professional learning, incentive programs, and certification support; and

WHEREAS, the District uses Title II funds primarily for professional development, recruiting, and retaining effective educators through initiatives designed to strengthen instructional quality and improve student learning outcomes; and

WHEREAS, the District's approved initiatives for the 2026-2027 school year include, but may not be limited to recruitment and retention, professional development, teacher incentive initiatives and improving teacher quality; and

WHEREAS, Oasis Elementary South has been approved for Title II grant funding in the amount of \$13,050 for the 2026-2027 school year; and

WHEREAS, Oasis Elementary North has been approved for Title II grant funding in the amount of \$12,210 for the 2026-2027 school year; and

WHEREAS, Oasis Middle School has been approved for Title II grant funding in the amount of \$12,570 for the 2026-2027 school year; and

WHEREAS, Oasis High School has been approved for Title II grant funding in the amount of \$10,935 for the 2026-2027 school year; and

WHEREAS, the Superintendent recommends that the Cape Coral Charter School Authority Governing Board authorize the receipt of Title II grant funding for the 2026-2027 school year, in the total amount of \$48,765, from the School District of Lee County, Florida, to support educator recruitment, retention, professional development, and incentive programs consistent with federal and district guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby authorizes the receipt of Title II, grant funding for the 2026-2027 school year, for a total amount of \$48,765, from the School District of Lee County, Florida, to support educator recruitment, retention, professional development, and incentive programs consistent with federal and district guidelines.

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby authorizes the Superintendent to execute any and all document(s) required to receive the grant funding.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

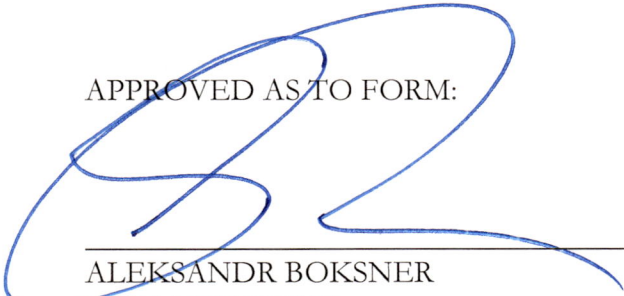
VOTE OF CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

JACKSON _____
ATISELE _____
KATINE _____
MICHAELS _____

SANTOS _____
KILRAINE _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY

RECORDING SECRETARY



res/Title II Grant funding SY26-27



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

CSA Resolution 37-26 Approval CSA Personnel Recommendations, School Year 2026-2027

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving the Superintendents personnel recommendations for the 2026-2027 School Year, for Oasis Charter Schools to include new hires, re-hires, promotions, transfers, demotions, and re-classifications; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

CSA RESOLUTION 37-26

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE SUPERINTENDENT'S PERSONNEL RECOMMENDATIONS, FOR THE 2026-2027 SCHOOL YEAR, FOR OASIS CHARTER SCHOOLS TO INCLUDE NEW HIRES, RE-HIRES, PROMOTIONS, TRANSFERS, DEMOTIONS, AND RE-CLASSIFICATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cape Coral Charter School Authority Governing Board ("Charter School Authority") is responsible for overseeing personnel actions for all employees within the Oasis Charter Schools system, including Oasis Elementary North, Oasis Elementary South, Oasis Middle School, Oasis High School, and Oasis Administrative employees; and

WHEREAS, the Superintendent recommends that the Charter School Authority approve the personnel recommendations for the 2026-2027 school year for Oasis Charter Schools to include new hires, re-hires, promotions, transfers, demotions and reclassifications; and

WHEREAS, pursuant to Florida Statutes §1012.22 the Charter School Authority may reject for good cause any of the Superintendent's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby approves the Superintendent's personnel recommendations, for the 2026-2027 school year, for Oasis Charter Schools to include new hires, re-hires, promotions, transfers, demotions and reclassifications. A copy of the personnel recommendations are attached hereto as Exhibit 1.

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby authorizes the Superintendent to implement the personnel actions as outlined in Exhibit 1.

Section 3. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

JACKSON	_____	SANTOS	_____
ATISELE	_____	KILRAINE	_____
KATINE	_____		
MICHAELS	_____		

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

RECORDING SECRETARY

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY


Exhibit 1

APPLICANT NAME	ACTION TYPE	LOCATION	POSITION	START DATE
Wood, Heather	PROMOTION	OES	Teacher	8/3/2026
Rockwell, Emily	NEW HIRE	OES	Teacher	8/3/2026
Bartz, Christine	RE-HIRE	OES	Teacher	8/3/2026
Conway, Briana	NEW HIRE	OES	Teacher	8/3/2026
Canciani, Colleen	NEW HIRE	OEN	Teacher	8/3/2026
Tooley, Margaret	NEW HIRE	OEN	Teacher	8/3/2026
Basford, Erika	NEW HIRE	OEN	Teacher	8/3/2026
Bourne, Scott	NEW HIRE	OEN	Teacher	8/3/2026
Dixon, Melissa	NEW HIRE	OEN	Teacher	8/3/2026
Garcia, Ava	NEW HIRE	OEN	Teacher	8/3/2026
Festa, Shelby	TRANSFER	OMS	Teacher	7/1/2026
Puig, Daniella	NEW HIRE	OMS	Teacher	8/3/2026
Velez, Jenniffer	TRANSFER	OMS	Teacher	8/3/2026
Downing, Cathryn	RE-HIRE	OMS	Teacher	8/3/2026
Miles, Stacey	RE-HIRE	OMS	Teacher	8/3/2026
Littman, Erica	NEW HIRE	OMS	Teacher	8/3/2026
Gadjanski, Gloria	NEW HIRE	OMS	Teacher	8/3/2026
Cossentino, Mary	PROMOTION	OMS	Teacher	8/3/2026
Seefried, Peyton	NEW HIRE	OMS	Teacher	8/3/2026
Fennell, Christopher	TRANSFER	OMS	Teacher	7/1/2026
Ortiz, Juliana	NEW HIRE	OMS	Teacher	8/3/2026
Haba, Lisa	TRANSFER	OHS	Teacher	7/1/2026
Kadavy, Summer	NEW HIRE	OHS	Teacher	8/3/2026
Drum (Craven), Alyssa	NEW HIRE	OHS	Teacher	8/3/2026
Tyler, James	NEW HIRE	OHS	Teacher	8/3/2026
King, Meagan	NEW HIRE	OHS	Teacher	8/3/2026
Faris (Price), Bethany	NEW HIRE	OHS	Teacher	8/3/2026
Regaladomontane Sanchez, Albis	NEW HIRE	OHS	Teacher	8/3/2026
Cottrell, Kathryn	NEW HIRE	OHS	Teacher	8/3/2026
Cramer, Katie	NEW HIRE	OHS	Teacher	8/3/2026
Conant, Deborah	NEW HIRE	OES	Teacher	8/3/2026
Domrase, Carissa	RE-HIRE	ADMIN	Director of STEM	8/3/2026
Moraes, Rafaela	PROMOTION	OEN	Guidance Counselor	7/1/2026
Shannon, Augustina	DEMOTION	ADMIN	Substitute Teacher	7/1/2026

APPLICANT NAME	ACTION TYPE	LOCATION	POSITION	START DATE
Prell, Sabrina	NEW HIRE	OES	Substitute Teacher	8/11/2026
Adams, Denise	NEW HIRE	OES	Substitute Teacher	08/11/226
Gerent, Alexandra (Lexie)	NEW HIRE	OES	Substitute Teacher	8/11/2026
Compere, Jennifer	NEW HIRE	OHS	Substitute Teacher	8/11/2026
Schulz, Kathleen	NEW HIRE	OEN	Substitute Teacher	8/11/2026
Passantino, Katharine	NEW HIRE	OES	Substitute Teacher	8/11/2026
Roman, Beryl	NEW HIRE	OMS	Substitute Teacher	8/31/2026
Migliore, Aimee	NEW HIRE	OMS	Substitute Teacher	8/11/2026
Watts, Kevin	TRANSFER	OMS	Paraprofessional II- Security	8/3/2026
Kinter, Tracy	NEW HIRE	OES	Office Assistant	8/11/2026
Wilcox, Sydney	NEW HIRE	ADMIN	Security Guard	8/11/2026
Dopslaf, Daniel	NEW HIRE	OMS	Bus Driver	8/3/2026
Roberts Riquelme, Carlos	NEW HIRE	OMS	Bus Driver	8/3/2026
Lagalo, Brian	NEW HIRE	OMS	Bus Driver	8/3/2026
Biringer-Crosley, Leona	NEW HIRE	OEN	Bus Driver	8/3/2026
Tirado, Christine	PROMOTION	OHS	Food Service Worker Lead	8/5/2026
Curry, Michelle	NEW HIRE	OEN	Food Service Worker	8/5/2026
McFaul, Gerald	TRANSFER	OHS	Security Guard	7/1/2026
Vargas-Greenwell, Kristina	DEMOTION	ADMIN	Substitute Food Service Worker	7/1/2026
Curtis, Katie	NEW HIRE	OEN	Teacher	8/3/2026
Le Coney, Michelle	PROMOTION	OHS	Food Service Worker	8/5/2026
Johnson, Avery	NEW HIRE	OHS	Guidance Counselor	7/24/2026
Castillo, Daiana	NEW HIRE	OEN	Food Service Worker	8/5/2026
Kopale, Sierra	NEW HIRE	ADMIN	Floating Clinic Assistant	8/11/2026
Buzard, Amber	NEW HIRE	OES	Speech Pathologist	8/3/2026
Gugino, Anthony	NEW HIRE	OHS	Athletic Trainer	7/6/2026
Marshall, Teri	NEW HIRE	OHS	Teacher	8/3/2026
Halvorsen, Joanna	NEW HIRE	OHS	Teacher	8/3/2026
Perry, Lauren	TRANSFER	OMS	Teacher	8/3/2026
Ramirez Zarza, Laura	NEW HIRE	OHS	Teacher	8/17/2026
Simmons, Ella	NEW HIRE	OEN	CT B&A JR Counselor	8/12/2026
Nghi, Katelyn	NEW HIRE	OEN	CT B&A JR Counselor	8/13/2026
Dupre, Charles	NEW HIRE	OEN	CT B&A JR Counselor	8/24/2026
Morrow, Kim	NEW HIRE	OMS	Teacher	8/17/2026

APPLICANT NAME	ACTION TYPE	LOCATION	POSITION	START DATE
Nelson, Jennifer	NEW HIRE	OES	CT B&A Counselor	8/31/2026
Brannan, Emma	RE-HIRE	OEN	CT B&A JR Counselor	8/31/2026
Negron, Ashley	NEW HIRE	OEN	CT B&A JR Counselor	9/1/2026

TOTALS BY LOCATION AND POSITION TYPE						
Position Type	ADMIN	OEN	OES	OHS	OMS	Position Total
Athletic Trainer	0	0	0	1	0	1
Bus Driver	0	1	0	0	3	4
CT B&A Counselor	0	0	1	0	0	1
CT B&A JR Counselor	0	5	0	0	0	5
Director of STEM	1	0	0	0	0	1
Floating Clinic Assistant	1	0	0	0	0	1
Food Service Worker	0	2	0	1	0	3
Food Service Worker Lead	0	0	0	1	0	1
Guidance Counselor	0	1	0	1	0	2
Office Assistant	0	0	1	0	0	1
Paraprofessional II- Security	0	0	0	0	1	1
Security Guard	1	0	0	1	0	2
Speech Pathologist	0	0	1	0	0	1
Substitute Food Service Worker	1	0	0	0	0	1
Substitute Teacher	1	1	4	1	2	9
Location Total	5	17	12	18	19	71



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

CSA Resolution 38-26 Approval UCP of Central FL Teacher Travel Grant

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, accepting travel stipend funds from United Cerebral Palsy ("UCP") of Central Florida, Inc., in the total amount of \$4,000, for educator participation in the UCP Inclusion Experience; and authorizing the Superintendent of their designee to execute any and all documents necessary to receive the travel stipend funds and implement the expenditures in accordance with state and program requirements; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, ACCEPTING TRAVEL STIPEND FUNDS FROM UNITED CEREBRAL PALSY (“UCP”) OF CENTRAL FLORIDA, INC., IN THE TOTAL AMOUNT OF \$4,000, FOR EDUCATOR PARTICIPATION IN THE UCP INCLUSION EXPERIENCE; AND AUTHORIZING THE SUPERINTENDENT OR THEIR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO RECEIVE THE TRAVEL STIPEND FUNDS AND IMPLEMENT THE EXPENDITURES IN ACCORDANCE WITH STATE AND PROGRAM REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, United Cerebral Palsy (“UCP”) of Central Florida, Inc. is a nonprofit organization dedicated to empowering children, with and without disabilities, to reach their full potential by providing individualized support, educational services, and therapeutic interventions within an inclusive and supportive environment; and

WHEREAS, UCP of Central Florida, Inc. is hosting the UCP Inclusion Experience on September 24, 2026, to provide an immersive, classroom-based professional learning experience designed to offer educators exposure, and direct observation, of inclusive educational practices within a charter school setting; and

WHEREAS, five (5) educators from Oasis Middle School and three (3) educators from Oasis Elementary North, will visit an inclusive charter school to observe and engage with experienced educators regarding effective systems and strategies for inclusion, thereby enhancing their knowledge of inclusive educational strategies that support improved outcomes for students with disabilities; and

WHEREAS, each participating educator shall receive a \$500 travel stipend, issued to the participating school, to support participation in the experience; and

WHEREAS, the Superintendent recommends that the Cape Coral Charter School Authority Governing Board accept travel stipend funds from UCP of Central Florida, Inc., in the total amount of \$4,000, for educator participation in The UCP Inclusion Experience.

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby accepts travel stipend funds from United Cerebral Palsy (“UCP”) of Central Florida, Inc., in the total amount of \$4,000, for educator participation in The UCP Inclusion Experience.

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby directs the Superintendent or their designee to execute any and all documents necessary to receive the travel stipend funds and implement the expenditures in accordance with this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

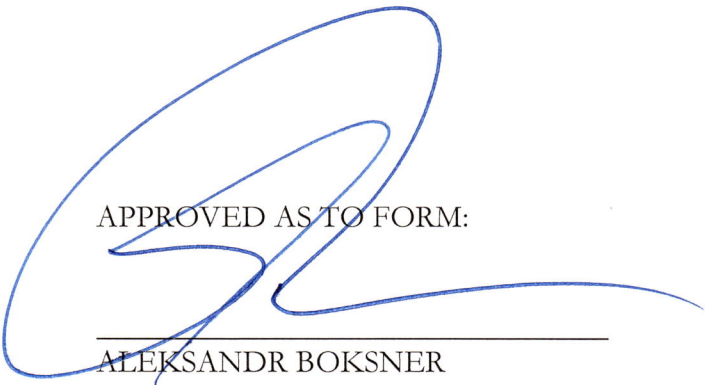
VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

JACKSON	_____	SANTOS	_____
ATISELE	_____	KILRAINE	_____
KATINE	_____		
MICHAELS	_____		

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

RECORDING SECRETARY

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY



res/Travel Stipend- UCP of Central Florida



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

CSA Resolution 43-26

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving a Memorandum of Understanding ("MOU") between Oasis Charter Schools and the City of Cape Coral, Florida, on behalf of the Cape Coral Fire Department ("CCFD"), to --- [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES]; and authorizing the Superintendent or their designee to execute the Memorandum of Understanding and any other related documents; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN OASIS CHARTER SCHOOLS AND THE CITY OF CAPE CORAL, FLORIDA, ON BEHALF OF THE CAPE CORAL FIRE DEPARTMENT ("CCFD"), TO [REDACTED]

[REDACTED] [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES]; AND AUTHORIZING THE SUPERINTENDENT OR THEIR DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND ANY OTHER RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cape Coral, Florida ("City") owns property located at [REDACTED]

[REDACTED] [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES]; and

WHEREAS, the CCFD [REDACTED] [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES]; and

WHEREAS, the City, on behalf of the CCFD, and Oasis Charter Schools desire to enter into this Memorandum of Understanding ("MOU") to [REDACTED]

[REDACTED] [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES]; and

WHEREAS, examples of such emergencies may include, but are not limited to, fire, hazardous material incidents, law enforcement activity, severe weather events, infrastructure failures, or other incidents requiring the temporary relocation of students and staff; and

WHEREAS, the MOU is effective upon signing, which shall be done after the adoption of this Resolution, through the time period specified in the MOU; and

WHEREAS, the Superintendent recommends that the Charter School Authority approve the Memorandum of Understanding between Oasis Charter Schools and the City of Cape Coral, Florida, on behalf of the Cape Coral Fire Department, to [REDACTED]

[REDACTED] [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES].

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby approves the Memorandum of Understanding ("MOU") between Oasis Charter Schools and the City of Cape Coral, Florida, on behalf of the Cape Coral Fire Department ("CCFD"), to [REDACTED]

[REDACTED] [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES].

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby authorizes the Superintendent or their designee to execute the Memorandum of Understanding between Oasis Charter Schools and the City of Cape Coral, Florida, on behalf of the CCFD, to [REDACTED]

[REDACTED] [EMERGENCY RESPONSE PLANS EXEMPT PER SECTION 119.071(2)(d) OF THE FLORIDA STATUTES].

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

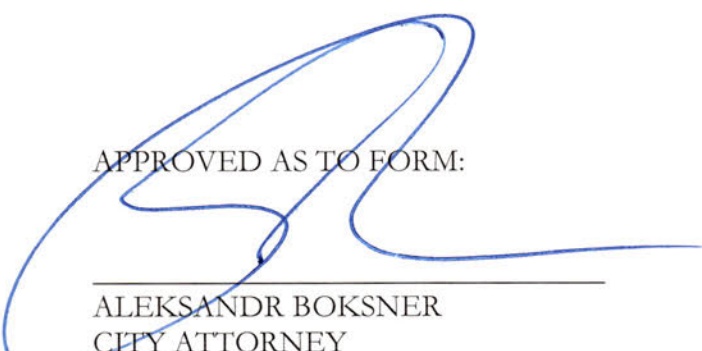
JACKSON _____
ATISELE _____
KATINE _____
MICHAELS _____

SANTOS _____
KILRAINE _____

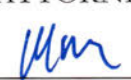
ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

RECORDING SECRETARY

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY



res/MOU – CCFD



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form

City of Cape Coral

Title:

CSA Resolution 39-26 Approve Classroom Teacher and Other Instructional Personnel Salary ("CTOIPS")

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving the Classroom Teacher and Other Instructional Personnel Salary ("CTOIPS") increase allocation, formally known as the Teacher Salary increase allocation, for the 2026-2027 school year; and directing the Superintendent to submit the statutorily required salary distribution plan to the Florida Department of Education; and further authorizing the Superintendent to execute any and all documents necessary to receive and disburse the Classroom Teacher and Other Instructional Personnel Salary ("CTOIPS") increase allocation; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

CSA RESOLUTION 39-26

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE CLASSROOM TEACHER AND OTHER INSTRUCTIONAL PERSONAL SALARY ("CTOIPS") INCREASE ALLOCATION, FORMALLY KNOWN AS THE TEACHER SALARY INCREASE ALLOCATION, FOR THE 2026-2027 SCHOOL YEAR; AND DIRECTING THE SUPERINTENDENT TO SUBMIT THE STATUTORILY REQUIRED SALARY DISTRIBUTION PLAN TO THE FLORIDA DEPARTMENT OF EDUCATION; AND FURTHER AUTHORIZING THE SUPERINTENDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO RECEIVE AND DISBURSE THE CLASSROOM TEACHER AND OTHER INSTRUCTIONAL PERSONAL SALARY INCREASE ALLOCATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Oasis Charter Schools are public charter schools committed to recruiting, retaining, and fairly compensating highly qualified classroom teachers and instructional personnel; and

WHEREAS, the 2026 Florida Legislature passed legislation extending the Classroom Teacher and Other Instructional Personnel Salary ("CTOIPS") increase allocation for Fiscal Year 2026–2027; and

WHEREAS, the Fiscal Year 2026-2027 state budget includes funding to maintain the instructional salary increases funded through CTOIPS, as well as additional funds to provide salary increases to full-time classroom teachers and certified pre-kindergarten teachers funded through Florida Education Finance Program who have at least ten years of full-time teaching experience in a Florida public school; and

WHEREAS, each school district and charter school are required to develop a salary distribution plan that clearly sets forth the manner in which the CTOIPS allocation funds received by the school district or charter school will be distributed; and

WHEREAS, the Superintendent recommends that the Governing Board approves the CTOIPS increase allocation for Oasis Charter Schools, for the 2026-2027 school year.

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approves the Classroom Teacher and Other Instructional Personnel Salary ("CTOIPS") increase allocation, formally known as the Teacher Salary Increase allocation, for the 2026-2027 school year.

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby directs the Superintendent to submit the salary distribution plan to the Florida Department of Education. A copy of the salary distribution plan is attached hereto as Exhibit 1.

Section 3. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby authorizes the Superintendent to execute any and all documents necessary to receive and disburse the Teacher Salary Increase Allocation.

Section 4. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

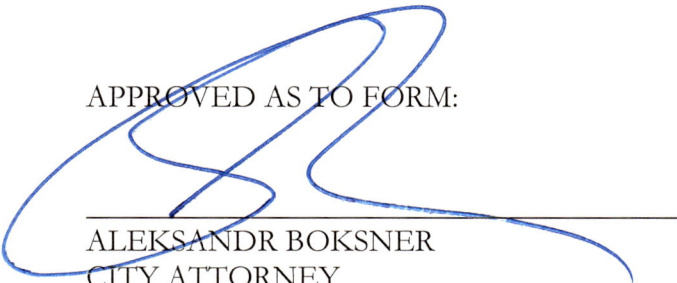
VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

JACKSON _____
ATISELE _____
KATINE _____
MICHAELS _____

SANTOS _____
KILRAINE _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____,
2026.

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY


CSA res/ Classroom Teacher and Other Instructional
Personnel Salary (“CTOIPS”)

RECORDING SECRETARY

Exhibit 1

2026-27 SALARY INCREASE ALLOCATION CHARTER DISTRIBUTION PLAN DUE OCTOBER 1, 2026

This file is a template to assist school districts with providing the necessary Salary Increase Allocation information to the department to comply with section 1011.62, Florida Statutes. Please review the Frequently Asked Questions provided with the department's 2026-27 Salary Increase Allocation memorandum for additional information on the administration of these funds.

All charter schools are required to submit this template. Please see FAQ Q22 regarding receiving the growth allocation from the district. The following instructions will help you complete this requirement.

1. Complete the following table:

Sponsoring District Name (choose from drop-down menu)	Lee
Charter School Name	Oasis Charter Schools
Charter School Number (ex. 1234)	
Grouped Charter School Numbers (Do not enter names. Enter school numbers only and separate multiple numbers with commas. Do not fill this box in if this plan is for one school only.)	4143, 4151, 4171, 4181
Contact Name:	Jacquelin Collins
Contact Phone:	(239)424-6100 ext. 7447
Contact Email:	jacquelin.collins@capecharterschools.org
Does this file represent a board-approved plan?	Yes

2. Navigate to the "Charter Plan" tab of this workbook. Enter data where indicated by colored cells. Once this has been completed, review the error report in Section D and ensure that the last item shows a "Yes" before moving on.

3. Charter schools should submit their distribution plans directly to their sponsoring school district.

2026-27 SALARY INCREASE ALLOCATION CHARTER DISTRIBUTION PLAN TEMPLATE DUE OCTOBER 1, 2026	
Instructions: Use this template only if you are submitting a plan for a charter school. School districts should use the district-specific template. Complete the following sections in order, then review the error report at the end of the survey. DO NOT modify this template. Enter data as directed, as any modification will result in the need for a resubmission.	
Boxes with this color indicate that data should be entered. Do not modify other cells.	
Sponsoring District Name (From the Charter Cover Page Tab)	Lee
Charter School Number	0
Charter School Name	Oasis Charter Schools
SECTION A - Allocation Data	
A1 Charter proportionate share of the Maintenance Allocation.	\$1,399,526
A2 Charter proportionate share of the Growth Allocation.	\$207,772
A3 Charter proportionate share of the Salary Increase Allocation from 2026-27 FEFP Conference Calculation.	\$1,607,298
SECTION B - Maintenance Allocation: Used to maintain the salary increases provided through the Salary Increase Allocation in previous fiscal years. If the cost to maintain these increases is greater than the charter's Maintenance Allocation, other funding sources must be used to cover this difference. If the cost to maintain these increases is less than the charter's Maintenance Allocation, the remaining funds will be combined with the charter's Growth Allocation. See FAQs Q1 through Q4.	
B1 Funds available for the maintenance of prior year Salary Increase Allocation increases.	\$1,399,526
B2 Total cost to maintain the salary increases provided through the Salary Increase Allocation in previous years (enter the total cost here, even if it exceeds the allocation).	\$3,502,835
B3 Funds remaining from the charter's share of the 2026-27 Maintenance Allocation.	\$0
SECTION C - Growth Allocation: Provided for salary increases to full-time classroom teachers and certified prekindergarten teachers funded in the Florida Education Finance Program with at least ten years of full-time teaching experience in a Florida public school. The amount of such an increase should be the maximum amount achievable with the growth allocation, not to exceed \$3,000 per eligible teacher. If a school district has any funds remaining after providing the salary increases, the school district must use these funds to provide salary increases to instructional personnel as defined by s. 1012.01(2)(a)-(d) or for increased costs related to personnel compensation . See FAQs Q5 through Q9.	
c1 Funds available from the growth allocation and remaining maintenance allocation (A2+B3).	\$207,772
Minimum Base Salary Figures	
c2 Minimum base salary for teachers as defined in s. 1012.01(2)(a), F.S., including certified prekindergarten teachers funded in the FEFP, prior to any salary increases provided in the 2026-27 year.	\$53,135
c3 Adjusted minimum base salary for 2026-27 for full-time classroom teachers as defined in s. 1012.01 (2)(a), F.S., after implementation of the salary plan.	\$53,135
c4 Increase in the minimum base salary, if any.	\$0
Ten Years of Full-Time Teaching Experience Salary Increases	
c5 Total number of full-time classroom teachers as defined by s. 1012.01(2)(a), F.S., with at least ten years of full-time teaching experience in a Florida public school.	104
c6 Total planned expenditure of funds from the Salary Increase Allocation used to increase salaries for full-time classroom teachers (with at least ten years of full-time teaching experience in a Florida public school).	\$207,772
General Salary Increases	

c7	Total planned expenditure of Salary Increase Allocation funds used to provide salary increases to full-time classroom teachers (with less than ten years of full-time teaching experience in a Florida public school).	\$0
c8	Total planned expenditure of Salary Increase Allocation funds used to provide salary increases to increase full-time instructional personnel (not including teachers) as defined by s. 1012.01(2)(b)-(d), F.S.	\$0
Increased Personnel Compensation Cost		
c9	Total planned expenditures of Salary Increase Allocation funds used for increased employer retirement contribution.	\$0
c10	Total planned expenditures of Salary Increase Allocation funds used for increased health insurance costs.	\$0
c11	Total planned expenditures of Salary Increase Allocation funds used for other increased compensation costs.	\$0
c12	Total planned expenditures of Salary Increase Allocation funds used for increased compensation costs.	\$0
Final Planned Expenditures		
c13	Total dollar amount of unused funds (Item C1 minus Item C6, C7, C8 and C12). This cell should be zero.	\$0
c14	Total planned expenditure of funds from sources other than SIA for instructional personnel salary increases.	\$0

Section D - Error Report: The following items will indicate whether there is an error with the data entered on the report or if some data should be verified for accuracy. Do not submit this report unless item D3 in this section is marked YES.

d1	Data entered in all fields (if "No," verify that all orange boxes contain data, even if 0).	Yes
d2	The minimum base salary is greater than or equal to the previous year (if "No," please correct, as the minimum base cannot be lower than what was the previous amount).	Yes
d3	C13 equals zero.	Yes
d4	2026-27 Salary Increase Allocation Distribution Plan ready to submit?	Yes



MEMORANDUM

TO: Governing Board, City of Cape Coral Charter School Authority
FROM: Kristie Belesiotis, Human Resources Manager
DATE: September 15 , 2026
SUBJECT: 2026-2027 Salary Increase Allocation (SIA) Distribution Plan

Purpose

The purpose of this memorandum is to request Governing Board approval of the City of Cape Coral Charter School Authority's proposed 2026-2027 Salary Increase Allocation (SIA) Distribution Plan.

For the 2026-2027 fiscal year, the Charter School Authority has been allocated \$207,772 in SIA Growth Allocation funding to provide salary increases to eligible teachers.

2026-2027 Growth Allocation Requirements

The Florida Department of Education (FLDOE) has established specific requirements for the use of the 2026-2027 Growth Allocation.

For the current fiscal year, Growth Allocation funds must first be used to provide salary increases to full-time classroom teachers who have at least 10 years of full-time teaching experience in a Florida public school.

The salary increase for an eligible teacher may not exceed \$3,000. If the available Growth Allocation is not sufficient to provide a \$3,000 increase to each eligible teacher, the allocation must be used to provide the highest increase per eligible teacher achievable within the available funding.

Only after the required increases have been provided to teachers meeting the 10-year experience requirement may any remaining Growth Allocation funds be used for salary increases for other eligible instructional personnel or other allowable increased personnel compensation costs.



START HERE. GO EVERYWHERE.

Oasis Charter Schools Eligible Teachers

Human Resources reviewed the teaching experience of current instructional staff to identify employees meeting the eligibility requirements for the 2026-2027 Growth Allocation.

Oasis Charter Schools currently employs 213 teachers, of whom 103 have been identified as having at least 10 years of qualifying full-time teaching experience in a Florida public school.

Providing the maximum \$3,000 increase to all 103 eligible teachers would require \$309,000 in salary increases alone, before consideration of associated employer payroll costs. Because the Charter School Authority's Growth Allocation is \$207,772, the available funding is not sufficient to provide the maximum \$3,000 increase.

Accordingly, the proposed plan provides the highest uniform salary increase achievable for each of the 103 eligible teachers within the available Growth Allocation.

Proposed Distribution

The Charter School Authority proposes to use the entire \$207,772 Growth Allocation for salary increases and associated employer FICA costs for the 103 eligible teachers.

The estimated distribution is as follows:

2026-2027 Growth Allocation: \$207,772

Eligible Teachers: 103

Estimated Salary Increase per Eligible Teacher: Approximately \$1,874

Employer FICA: Paid from the Growth Allocation (7.65%)

Total Expenditure: Not to exceed \$207,772

The final individual salary increase will be calculated based upon the actual employer FICA obligation so that the combined salary increases and applicable employer FICA costs do not exceed the Charter School Authority's available Growth Allocation.

Because the entire Growth Allocation is necessary to provide the required increases to teachers meeting the 10-year experience requirement, no Growth Allocation funding will remain for salary increases to teachers with fewer than 10 years of qualifying Florida public school teaching experience.

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3519 Oasis Blvd., Cape Coral, FL 33914 



START HERE. GO EVERYWHERE.

These increases are based solely upon the 2026-2027 Growth Allocation. Maintenance Allocation funds are used separately to maintain salary increases provided in previous years and are not included in the calculation of the proposed 2026-2027 salary increases.

Implementation

Upon Governing Board approval, the Charter School Authority's SIA Distribution Plan will be submitted in accordance with Florida Department of Education requirements.

FLDOE requires charter school administrators to submit proposed salary distribution plans to their governing bodies for approval prior to the October 1, 2026, submission deadline.

Once the plan has been determined to be compliant with applicable requirements and the Growth Allocation funds are available, the salary increases will be implemented for eligible employees in accordance with the approved plan.

Recommendation

Administration recommends that the Governing Board approve the 2026-2027 Salary Increase Allocation Distribution Plan, authorizing the use of the Charter School Authority's \$207,772 Growth Allocation to provide the highest salary increase achievable to each of the 103 eligible teachers with at least 10 years of full-time teaching experience in a Florida public school, including applicable employer FICA costs, with the total expenditure not to exceed the available Growth Allocation.

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Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

CSA Resolution 42-26

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, authorizing a \$180 increase to the annual \$820 stipend, for a new total annual stipend of \$1,000, paid to employees assigned to operate and monitor the --- [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.073(3)(a) OF THE FLORIDA STATUTES]; and authorizing the Superintendent or their designee to execute any and all documents necessary to increase the annual stipend; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Sacey Pasek, Recording Secretary

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, AUTHORIZING A \$180 INCREASE TO THE ANNUAL \$820 STIPEND, FOR A NEW TOTAL ANNUAL STIPEND OF \$1,000, PAID TO EMPLOYEES ASSIGNED TO OPERATE AND MONITOR THE [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES]; AND AUTHORIZING THE SUPERINTENDENT OR THEIR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO INCREASE THE ANNUAL STIPEND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the operation and monitoring of the [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES] constitutes additional school safety responsibility beyond an employee's regularly assigned duties; and

WHEREAS, employees assigned to operate and monitor the [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES] typically provide approximately thirty (30) minutes of additional service each day prior to commencing their regularly assigned duties; and

WHEREAS, 16 employees across Oasis Charter Schools are assigned daily [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES] responsibilities:

- Oasis Elementary South – 4 employees
- Oasis Elementary North – 3 employees
- Oasis Middle School – 4 employees
- Oasis High School – 5 employees

WHEREAS, the current annual stipend is \$820 annually per full-duty assignment and the proposed increase of \$180 to the stipend recognizes the additional time, duties, and responsibilities associated with this assignment; and

WHEREAS, the proposed \$1,000 stipend represents the full annual stipend for an employee assigned to [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES] monitoring duties five (5) days per week;

WHEREAS, employees assigned to [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES] monitoring duties fewer than five (5) days per week shall receive a prorated stipend based on the frequency of their regularly assigned [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES] monitoring duties; and

WHEREAS, when two employees share the same [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES] monitoring assignment, the applicable stipend shall be divided equally between the two employees; and

WHEREAS, the Superintendent recommends that the Cape Coral Charter School Authority Governing Board authorize an \$180 increase to the annual \$820 stipend, for a new total annual stipend of \$1,000, paid to employees assigned to operate and monitor the [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES].

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby authorizes a \$180 increase to the annual \$820 stipend, for a new total annual stipend of \$1,000, paid to employees assigned to operate and monitor the [REDACTED] [SECURITY AND FIRESAFETY EXEMPT PER SECTION 119.071(3)(a) OF THE FLORIDA STATUTES].

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby authorizes the Superintendent or their designee to execute any and all documents necessary to increase the annual stipend.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD
OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY
OF _____, 2026.

KRISTIFER JACKSON, CHAIR

VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

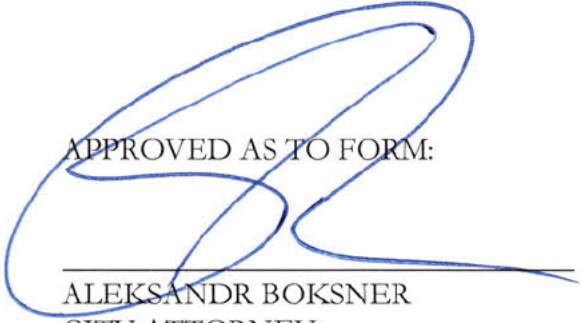
JACKSON _____
ATISELE _____
KATINE _____
MICHAELS _____

SANTOS _____
KILRAINE _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2026.

RECORDING SECRETARY

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY


res/ Stipend Increase- _____ Duty



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

CSA Resolution 28-26 Approval and Adoption of Florida Safe Schools Assessment Tool (FSSAT),
School Year 2026-2027

Summary:

A Resolution of the Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, approving and adopting Florida Safe Schools Assessment Tool ("FSSAT") for Oasis Charter Schools, for the 2026-2027 School Year, in accordance with Florida Department of Education Student Safety and Security Requirements; and authorizing the Superintendent, to implement all necessary procedures, recommendations and findings presented within the FSSAT, staff training, emergency coordination efforts, and operational practices to maintain compliance; providing for an effective date.

Requested Action: Approve or Deny

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

CSA RESOLUTION 28-26

A RESOLUTION OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING AND ADOPTING FLORIDA SAFE SCHOOLS ASSESSMENT TOOL ("FSSAT") FOR OASIS CHARTER SCHOOLS, FOR THE 2026-2027 SCHOOL YEAR, IN ACCORDANCE WITH FLORIDA DEPARTMENT OF EDUCATION STUDENT SAFETY AND SECURITY REQUIREMENTS; AND AUTHORIZING THE SUPERINTENDENT, TO IMPLEMENT ALL NECESSARY PROCEDURES, RECOMMENDATIONS AND FINDINGS PRESENTED WITHIN THE FSSAT, STAFF TRAINING, EMERGENCY COORDINATION EFFORTS, AND OPERATIONAL PRACTICES TO MAINTAIN COMPLIANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cape Coral Charter School Authority Governing Board and Oasis Charter Schools place the highest importance on safety and recognize the importance of maintaining consistent emergency preparedness procedures, training, and interagency coordination to provide a safe and secure educational environment for the well-being of students, staff, and visitors; and

WHEREAS, pursuant to the Florida Administrative Code, Rule 6A-1.0018, School Safety Requirements and Monitoring, public schools, including charter schools, are required to annually review, approve, and adopt comprehensive school safety procedures, hardening efforts and emergency response protocols; and

WHEREAS, the Cape Coral Charter School Authority Governing Board and Oasis Charter Schools are required to annually review, approve, and adopt a school security risk assessment to ensure effective emergency response, coordination with law enforcement and emergency personnel, and the safe reunification of students with their parents or legal guardians during emergency incidents; and

WHEREAS, the Florida Safe Schools Assessment Tool ("FSSAT") is a web-based platform that supports risk assessment, situational awareness, information management, reporting, data analysis, and information sharing for authorized state, district, and school personnel responsible for school safety and security; and

WHEREAS, the Superintendent recommends that the Governing Board approves and adopts Florida Safe Schools Assessment Tool for Oasis Charter Schools for the 2026-2027 school year, in accordance with Florida Department of Education Student Safety and Security Requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby approves and adopts Florida Safe Schools Assessment Tool ("FSSAT") for Oasis Charter Schools for the 2026-2027 school year, in accordance with Florida Department of Education Student Safety and Security Requirements.

Section 2. The Cape Coral Charter School Authority Governing Board of the City of Cape Coral, Florida, hereby directs the Superintendent, to implement all necessary procedures, recommendations and findings presented within the FSSAT, staff training, emergency coordination efforts, and operational practices required to maintain compliance with applicable state laws and Florida Department of Education requirements.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2026.

KRISTIFER JACKSON, CHAIR

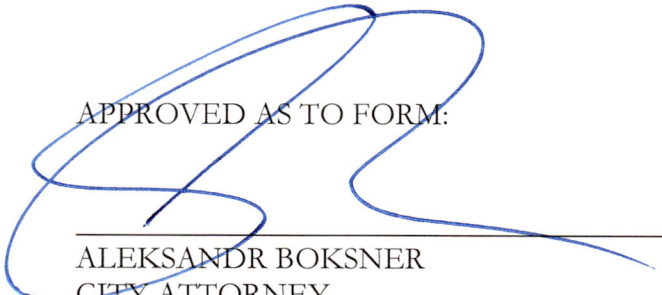
VOTE OF THE CAPE CORAL CHARTER SCHOOL AUTHORITY GOVERNING BOARD:

JACKSON _____
ATISELE _____
KATINE _____
MICHAELS _____

SANTOS _____
KILRAINE _____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____,
2026.

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY

RECORDING SECRETARY



Meeting Type Charter School Authority Governing Board –
Regular Meeting

Meeting Date September 15, 2026

Agenda Request Form City of Cape Coral

Title:

Jackie Corey, Principal, Oasis High School

Summary:

Requested Action: Informational Only

Additional Information:

Strategic Plan Alignment:

Is this a strategic decision? YES

If Yes, Priority Goals Supported are listed below:

- ☐ Strategic Goal #1: Student Achievement
- ☒ Strategic Goal #2: Continuous Improvement
- ☐ Strategic Goal #3: Community Engagement

Prepared By:

Stacey Pasek, Recording Secretary

OASIS HIGH SCHOOL

IS AN

A SCHOOL

AGAIN!



Class of 2026

100% Graduation Rate!

- 188 Graduates
- 85 Cambridge Graduates
- 65 International Diplomas Earned
- 5,549 Community Service Hours Earned
- 1.1 Million Earned in Scholarships

Where did they go?

- 44 Florida Community Colleges
- 99 Colleges/Universities
- 18 Florida Technical School
- 24 Workforce
- 3 Armed Forces

CLASS OF 2026



GRADUATION 2026



2025-2026

So much success to celebrate!



Teachers/Staff

- Kelly Buck recognized as Teacher of Excellence at the City of Cape Coral Chamber of Commerce
- Lighthouse Nominated Teachers of the Year:
 - John Ball, Carrie Guffy, Angela Goicoechea
- Lighthouse Winner: Angela Goicoechea
- Cambridge Dedicated Teacher Awards: Anna Martin





- NHS inducted 32 new members
- We won the 25-26 High School Voter Registration Challenge

Cambridge

- Earned 75 AICE Diplomas
 - 1207 AICE Exams taken! 836 Passed 69% Pass Rate
- 100% Pass Rate in Freshmen General Paper among AICE students!
- 99% Pass Rate in Global Perspectives!
- 21 students received the Cambridge Scholar Award:
 - Aaden Morris, Angelina Deblasi, Benedict Cerny, Chase Williams, Dale Weir, Eden Lynch, Eliannah Scorelle, Elizabeth Ali, Emma Brown, Heather Williams, Isabella Cauceglia, Isabelle Giddins, Jacob Smith, James Wagenhoffer, Jillian Pascale, Peyton Eubanks, Ryan Fitzsimmons, Savanna Odjick, Sebastian Quintana, Taylor McElven, Taylynn Martin
- 4 students received the Cambridge Scholar Award with Merit: Alexandra Garcia, Erin Vezzola, Lexie Skorzak, Lucas Lyle

Arts

- Visual Arts
 - Art in the Parkway, Cape Coral participants: Nataly Pollock, Elizabeth Ali, Nora Cyr, Abigail Ford, Taylor McElven
 - Alliance for the Arts Show Jurors Choice Award Winners: Jolbeth Rutherford and Eden Lynch
- Vocal
 - All-State Ayden Witte and Emily Feichthaler
 - FVA Solo and Ensemble Competition:
 - 8 Superiors, 5 Excellent
 - Both Choir and Advanced Ensemble were Adjudicated
- Shark Theatre Company
 - Participated in the Southwest Florida Theatrical Society Festival
 - 30 Events/ 18 Superiors/ 9 Excellent/ 4 Good
 - Participated in the International Thespian Society District Competition
 - 32 Events/ 13 Superiors/ 19 Excellent's
 - 6 Events & 1 Playwright State Qualifiers

Arts

- Participated in the International Thespian Society State Festival
 - 6 Events/ 1 Playwright = 1 Superior/6 Excellent
- Produced Elf Junior for OES and OEN, I hate Shakespeare, Grease

STEM

- Recognition as an ITEEA 2025-26 STEM School of Excellence
- Over 100 students certified in Entrepreneurship and Small Business



Culinary

- 18 students earned their ServSafe Food Manager Certification
- 3rd place Lee County Culinary Competition
- Provided breakfast for the Cape Coral Chamber of Commerce Leadership Class of 2025
- Hosted the Halloween Cupcake Wars

2025-26 ACCOMPLISHMENTS

Track & Field

- District Champions: Jazlyn Forbes - 1600 and 3200, Erin Vezzola - 100 hurdles and 400 hurdles, Ellye Henkle - Javelin, 4x 800 girls
- Jazlyn Forbes, Madison Boyko, Madison Easton, Britney Brickler - Regionals Qualifiers: Erin Vezzola - 3rd long jump, Seth Roberts - 4th Shot put, Jonathan Cernuska - 3rd 1600, 2nd 3200, Madison Easton - 5th 1600, Lilianna Sipe - 4th 3200, Andru McCarthy - 3rd 3rd 110 hurdles, Britney Brickler - 2nd 800, Sydney 1600, Chloe Gaff - 4th 400, Piper Sheldon - 2nd 800, Sydney Adrian Sosa - 4th 400 hurdles, Britney Brickler - 2nd 800, Sydney Morency - 5th 400 hurdles, Girls 4x 400 - 2nd Gaff, Sheldon, Brickler, Vezzola
- State Qualifiers: Erin Vezzola - Hurdles and High Jump, Ellye Henkle 1600, Jazlyn Forbes - 1600 & 3200, Jazlyn Forbes, Madison Boyko, Madison Easton, Britney Brickler - 4 X 800

Boys Weightlifting

- 1st in Olympic and 2nd in Traditional: Mason Sargis
- 2nd in Olympic and 4th in Traditional: Kolten Jordan
- 3rd in Olympic and 2nd in Traditional: Adriel Rodriguez
- 2nd in Olympic and 3rd in Traditional: Adriel Rodriguez
- State Qualifiers: Mason Sargis & Adriel Rodriguez

Cheer

- UCA Regional Runner-Ups
- FHSAA Regional Runner-Ups
- FHSAA States: 3rd
- UCA Nationals: 5th
- All-Stars: Claire Johnson and Emma Vandemark

Girls Soccer

- All-Stars: Abigail Sykes & Gabby Vega

Girls Basketball

- Athlete of the Week & Mid-Season Underclassmen Player of the Year: Gracie Louzao
- All-Stars: Tessa Bexfield & Ellye Henkle

Tennis

- Won the Landings Invitational Tennis Tournament Doubles Championship: Emily Feichthaler and Suzanne Greco
- District Runner Up: Nate Orozco
- Boys Team Regional Qualifiers

Flag Football

- All-Star: Bailey Benetatos was an all-star and received a \$500 scholarship from the football official's association

Dance

- UCA Nationals Finalists

Football

- Florida Invitational Tournament All Stars: Kaleb Stengel, Chase Williams, Adriel Rodriguez & Chuck Sipe

Volleyball

- Set the school record for most wins in the regular season
- Regional Qualifiers
- All-Stars: Jordan Baksh, Ellye Henkle & Tessa Bexfield
- Jordan Baksh earned a D1 scholarship to play at Virginia Commonwealth

Swimming

- Set School Records:
 - Zach Poskon 100 Butterfly, 500, 200, & 50 Freestyle, 100 Backstroke
 - 100 Butterfly
 - Skye Persechino in 50 free and 100 Breaststroke
- Regional Qualifiers: Jacob Rieke, Lior Chkoury, Jensen Dinkel & Amanda Saiz
- District Champions & State Qualifiers: Skye Persechino & Zach Poskon

Baseball

- All-Area Honorable Mention selection: Carson Cody, Logan Muncy, Preston Baty
- Austin Stauffer will be pitching at Bethany College (WV) next year

Golf

- Regional Qualifier: Job Woodyby

Boys Basketball

- 2026 SFABC All-Stars: Zach & Austin Louzao
- FACA District 18 Class 3A Most Valuable Player: Austin Louzao
- Coach of the Year: Cory Bexfield
- Mid-Season Underclassmen Player of the Year: Carlos Barbara
- Qualified for Regionals

Bowling

- Boys were 3rd in Districts
- State Qualifier: Robert Kelley

Girls Weightlifting

- Class 1A District Runner-Up Olympic & Traditional, Dual District Champs: Lacey Beattie, Kyra Cavender, Paige Thomas and Piper Sheldon
- Regional Champion: Kyra Cavender
- State Qualifiers: Paige Thomas & Kyra Cavender

Boys Soccer

- News Press All Area Team: Caden Bly
- Athlete of the Week and All-Stars: Josh Hill, Trey D'Auria, Caden Bly

Wrestling

- 113lb Champion @ the NFM Tournament: Cameron Papp
- Regional Qualifiers: Cameron Papp, Andrew Upp, Kelvis Gonzalez and Chase Williams

How did we do?



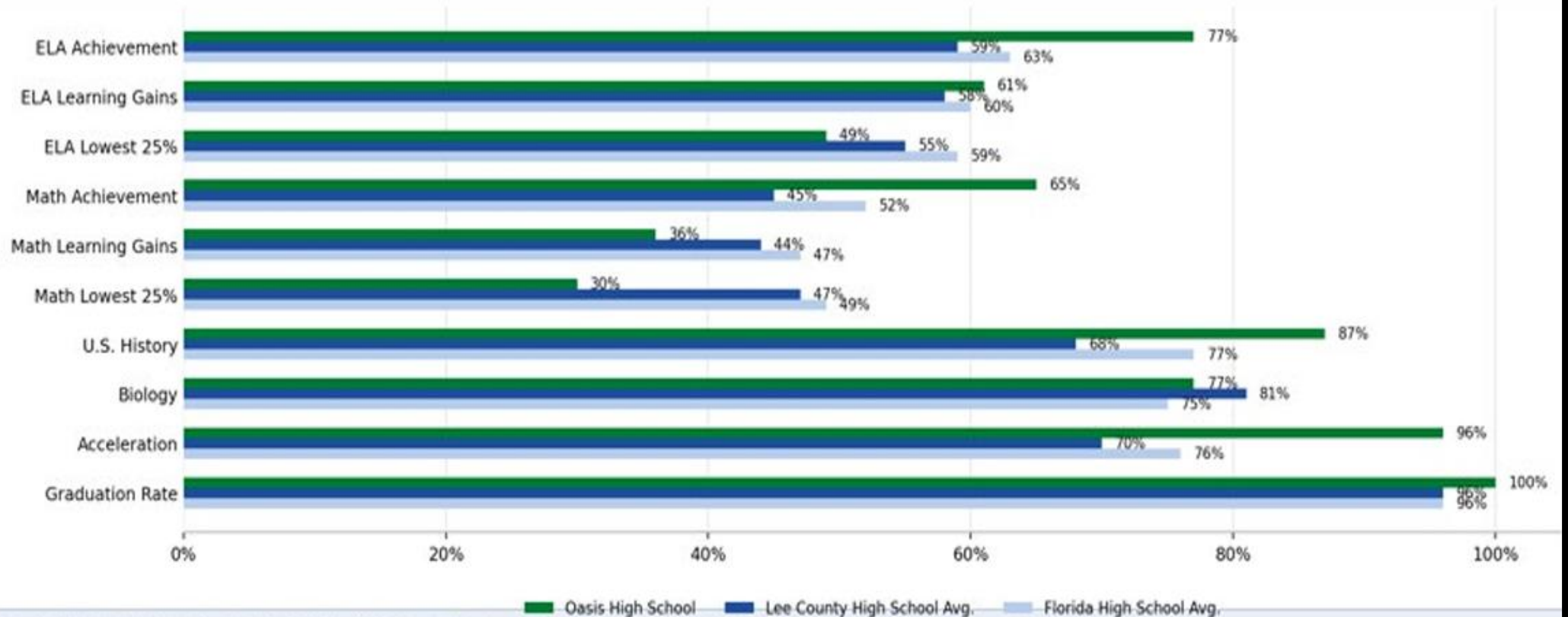
ELA/Math/History/Biology Scores 2025 - 2026

OASIS HIGH SCHOOL - 2025-26 SCHOOL YEAR COMPARISON

ACADEMIC INDICATOR	OASIS HIGH SCHOOL	LEE COUNTY HIGH SCHOOL AVG.	FLORIDA HIGH SCHOOL AVG.	OHS'S ADVANTAGE	
				ABOVE LEE COUNTY	ABOVE FLORIDA
ELA Achievement	77	59	63	+18	+14
ELA Learning Gains	61	58	60	+3	+1
ELA Lowest 25%	49	55	59	-6	-10
Math Achievement	65	45	52	+20	+13
Math Learning Gains	36	44	47	-8	-11
Math Lowest 25%	30	47	49	-17	-19
U.S. History	87	68	77	+19	+10
Biology	77	81	75	-4	+2
Acceleration	96	70	76	+26	+20
Graduation Rate	100	96	96	+4	+4
OHS vs. Lee County High School Average vs. Florida High School Average					



ELA/Math/History/Biology Scores 2025 - 2026



Source: Florida Department of Education - Florida School Grades (2025-26)

<https://www.fldoe.org/accountability/accountability-reporting/school-grades/>

Cambridge Testing Highlights 2025 - 2026

Year	2026 # Tested	2025 # Tested	2026 % Passed	2025 % Passed	2024 % Passed	2023 % Passed
Group 1						
Chemistry	14	0	14	0	11	28
Environmental	93	103	62	72	69	82
Mathematics	91	75	28	23	26	63
Physics	26	24	44	21	18	31
Psychology	46	50	44	62	69	72
Group 2						
English Language	131	113	74	76	78	85
Spanish Language	8	7	100	86	89	100
Group 3						
International History	126	113	56	40	40	52
Literature in Eng 1 & 2	188	180	75	69	80	80
US History	110	85	47	81	80	77
Music	0	0	0	0	100	0
Travel and Tourism	36	31	39	13	0	0
Interdisciplinary and Skills						
Thinking Skills	130	117	75	75	82	86
General Paper (Gen Ed/AICE)	103/141	98/118	69/95	79/100	80	95
Global Perspectives	109	91	96	99	100	96
Total Tests	1349	1207	65	69	70	74
Total Diplomas	92	62	54	65	66	61

Our Focus for Improvement

- Staffing/Training
 - Cambridge/ Tested Areas
 - 11 New Teachers
- Increase in States Expectation of 27 Points for an A
- Response to 2025-2026 Results/Areas of Improvement
 - L25 ELA and Math
 - Learning Gains
 - Students with Disabilities

Grade	Cambridge	Non-Cambridge	Level 1-2 ELA	Total Students
9	131	133	48	264
10	152	111	44	263
11	132	102	-	234
12	114	100	-	214
Total	529/54%	446/46%	-	975

Our Schoolwide Focus

Increase Achievement

Grow outcomes among our Lowest 25% students.

Shared Responsibility

Every content area, course level, and faculty role contributes.

Focus on Influence

Measure what each teacher can directly impact in their classroom.

Use Evidence

Determine what's working, and what needs to change, throughout the year.

So what now?

Closing Gaps, Building Momentum: A Schoolwide Approach to Student Growth

Our Schoolwide Focus

Increase Achievement

Grow outcomes among our Lowest 25% students.

Shared Responsibility

Every content area, course level, and faculty role contributes.

Focus on Influence

Measure what each teacher can directly impact in their classroom.

Use Evidence

Determine what's working, and what needs to change, throughout the year.

2026–2027 FACULTY SMART GOAL ROLLOUT



Choose the Professional Goal Pathway That Fits

The goal is **alignment** — not identical goals. Select the pathway that matches your students and role.

1

Direct L25 Growth

Tested core teachers with identified L25 students

Target measurable achievement or growth of identified L25 students.

2

L25 Skill Support

Teachers who serve L25 students outside the tested subject

Target skills that contribute to success: literacy, vocabulary, writing, problem-solving, academic behaviors.

3

Schoolwide Learner Support

Teachers with few or no identified L25 students

Target an instructional practice that improves outcomes for struggling or at-risk learners.

Evidence Is Part of the Goal From Day One

Keep documentation purposeful, manageable, and connected to impact.

Beginning of Year

SMART goal, baseline data, identified students/group, planned strategy

Midyear (Individual Teacher)

Progress toward target, what is working, strategy adjustment

1

Quarter Check-In (Department)

Updated data, one evidence sample, brief reflection

4

End of Year

Final data, evidence of impact, reflection and next steps

☐ Evidence should answer one question: **Is the strategy making a difference?**

Universal Approach



Tracking Results...Responding to Individual Student Needs

- Data Sheets for 9th and 10th in Binders
- Individual Standards Trackers
- Progress Monitoring
- Tutoring Tuesday/Thursdays
- Bootcamps

9TH FAST ELA DATA SHEET

JUMP A BUCKET

1A
Alg: 188-195
Geo: 174-190

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

1B
Alg: 188-202
Geo: 191-207

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

1C
Alg: 203-219
Geo: 208-223

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

GAME RULES:

LEVELS 1-2:
Jump a level (color)
OR at least one bucket

LEVELS 3-4:
Jump a bucket or stay in the same bucket, but gain points

LEVEL 5:
Stay in bucket 5

2A
Alg: 220-228
Geo: 224-232

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

2B
Alg: 229-237
Geo: 233-241

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

PLAN & REFLECT

GOAL: _____

PLAN: What can I do to achieve my goal? _____

REFLECTION: How did things go? And why? _____

STUDENT NAME: _____

10th FAST ELA DATA SHEET

JUMP A BUCKET

1B
Alg: 208-223
Geo: 191-207

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

1C
Alg: 208-223
Geo: 213-229

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

GAME RULES:

LEVELS 1-2:
Jump a level (color)
OR at least one bucket

LEVELS 3-4:
Jump a bucket or stay in the same bucket, but gain points

LEVEL 5:
Stay in bucket 5

2A
Alg: 224-232
Geo: 230-236

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

2B
Alg: 233-241
Geo: 239-246

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

PLAN & REFLECT

GOAL: _____

PLAN: What can I do to achieve my goal? _____

REFLECTION: How did things go? And why? _____

STUDENT NAME: _____

GEOMETRY DATA SHEET

JUMP A BUCKET

1A
Alg: 325-342
Geo: 325-344

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

1B
Alg: 343-360
Geo: 345-364

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

1C
Alg: 361-378
Geo: 365-384

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

GAME RULES:

LEVELS 1-2:
Jump a level (color)
OR at least one bucket

LEVELS 3-4:
Jump a bucket or stay in the same bucket, but gain points

2A
Alg: 379-389
Geo: 385-394

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

2B
Alg: 390-399
Geo: 395-403

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

PLAN & REFLECT

GOAL: _____

PLAN: What can I do to achieve my goal? _____

ALGEBRA DATA SHEET

JUMP A BUCKET

1A
Alg: 183-197
Geo: 325-342

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

1B
Alg: 198-212
Geo: 343-360

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

1C
Alg: 213-226
Geo: 361-378

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

GAME RULES:

LEVELS 1-2:
Jump a level (color)
OR at least one bucket

LEVELS 3-4:
Jump a bucket or stay in the same bucket, but gain points

LEVEL 5:
Stay in bucket 5

2A
Alg: 227-235
Geo: 379-389

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

2B
Alg: 236-243
Geo: 390-399

PM3 (PY) _____
PM1 _____ + _____
PM2 _____ + _____
PM3 _____

PLAN & REFLECT

GOAL: _____

PLAN: What can I do to achieve my goal? _____

REFLECTION: How did things go? And why? _____

STUDENT NAME: _____

Implementing Interventions/ Providing Support



Success Coaches

- 2 Staff Members
- Meet Every Two Weeks with L25%
- Tracking: Attendance/Grades
- Mentoring
- Goal Setting
- Increased Parental Communication

Grade 9: Kadavy													
Primary Barrier	Student ID	Name	Current GPA Semester 1	Period 1 Current Grade	Period 2 Current Grade	Period 3 Current Grade	Period 4 Current Grade	Period 5 Current Grade	Period 6 Current Grade	Period 7 Current Grade	Period 8 Current Grade	Absences (Periods Missed)	Tardies (Periods Missed)
None	34201224		2	100% A	101% A	98% A	100% A	95% A	96% A	100% A	90% A	0	
None	34300730		N/A	89% B	100% A	100% A	80% B	93% A	89% B	90% A	100% A	0	
Attendance	37192311		N/A	90% A	83% B	100% A	80% B	58% F	63% D	83% B	94% A	7	
None	34130223		3	93% A	81% B	100% A	100% A	47% F		100% A	100% A	0	
Class Grades	35052118		N/A	88% B	62% D	99% A	100% A	100% A	73% C	83% B	90% A	0	
None	37051835		3	75% C	100% A	83% B	90% A	86% B	99% A	83% B	76% C	0	
None	35042120		3.25	90% A	100% A	100% A	95% A	100% A	98% A	100% A	92% A	0	
Attendance	34113127		N/A	100% A	82% B	99% A	84% B	0% F	88% B	75% C	97% A	0	
Attendance	34300812		3	90% A	69% D	100% A	100% A	100% A	100% A	100% A	82% B	4	
None	34342402		N/A	86% B	88% B	83% B	99% A	76% C	95% A	58% F	100% A	8	
None	34342828		2	83% B	93% A	75% C	100% A	94% A	73% C	100% A		12	
None	34242130		3.5	96% A	87% B	75% C	84% B	86% B	96% A	100% A	100% A	0	
None	35011922		2	82% B	73% C	100% A	100% A	80% B	88% B	83% B	89% B	4	
None	35020827		3.5	94% A	99% A	100% A	95% A	100% A	100% A	100% A	100% A	0	
Attendance	35013421		3	89% B	94% A	100% A	95% A	100% A	99% A	100% A	100% A	4	
None	34342407		2.5	94% A	94% A	85% B	98% A	93% A	75% C	83% B		0	
None	34343324		3	100% A	92% A	98% A	100% A	100% A	93% A	89% B	100% A	0	
None	34342601		3.5	92% A	100% A	100% A	99% A	100% A	100% A	99% A	84% B	0	
Class Grades	38007627		N/A	96% A	80% B	99% A	84% B	100% A	73% C	47% F	100% A	0	
Attendance	34342608		N/A	90% A	94% A	88% B	83% B	92% A	87% B	115% A	95% A	1	
None	34342916		3.5	100% A	93% A	87% B	98% A	99% A	100% A	100% A	95% A	0	
Attendance	34342921		N/A	60% D	77% C	83% B	71% C	79% C	95% A	83% B	88% B	3	
Attendance	34342923		N/A	81% A	52% F	85% B	84% B	82% B	90% A	71% C	63% D	2	



Co Teachers

- 3 Staff Members
- Assigned ELA and Math Tested Areas
- Tracking: Attendance/Grades
- Mentoring
- Goal Setting
- Increased Parental Communication

Targeting Attendance

You have to be in school to succeed!

**OASIS HIGH SCHOOL**

SHARKS ARE ON TIME!



**TARDY OR ABSENT TO SCHOOL? YOU CANNOT PARTICIPATE IN AFTER SCHOOL ACTIVITIES.**

 TARDY TO SCHOOL	 TARDY TO CLASS	 ABSENCES
1-3 WARNING	1-5 DETENTION	5-7 LETTER SENT HOME
4-5 DETENTION	6-10 REFERRAL / DAY OF ISS	10+ ADMINISTRATIVE REVIEW WITH PARENTS / NO SCHOOL SPONSORED EVENTS
6-10 REFERRAL / DAY OF ISS	11 ADMINISTRATIVE REVIEW WITH PARENTS	DMV PULLS LICENSE
11+ ADMINISTRATIVE REVIEW WITH PARENTS / NO SCHOOL SPONSORED EVENTS		

**OASIS HIGH SCHOOL**

ATTENDANCE MATTERS

MISSING A DAY OF SCHOOL HERE AND THERE MAY NOT SEEM LIKE MUCH, BUT ABSENCES ADD UP!

WHEN A STUDENT MISSES 2 DAYS A MONTH	WHEN A STUDENT MISSES 4 DAYS A MONTH
 They miss 20 DAYS a year (more than 10% of the school year)	 They miss 40 DAYS a year (more than 20% of the school year)
 They miss 140 HOURS of instructional time for the school year	 They miss 280 HOURS of instructional time for the school year
 They will miss over 1 YEAR of school by graduation	 They will miss over 2 YEARS of school by graduation

WHEN A STUDENT IS TARDY TO SCHOOL	WHEN A STUDENT IS SIGNED OUT EARLY	FREQUENT SIGN-OUTS IMPACT
 10 MINUTES LATE PER DAY = 50 MINUTES MISSED A WEEK = 3.3 DAYS MISSED A YEAR That's like missing OVER 3 DAYS OF SCHOOL every year!	 30 MINUTES EARLY PER DAY = 2.5 HOURS MISSED A WEEK = 15 HOURS MISSED A WEEK That's almost 2 FULL SCHOOL DAYS every year!	 FREQUENT SIGN-OUTS IMPACT - Missed instruction - Falling behind in classes - Lower grades - Less connected to school <i>Be present. Be on time. Be your best.</i>

So much ahead!



2026 SEASON SCHEDULE

WEEK	DATE	OPPONENT	LOCATION
0	8/14	CANTERBURY	AWAY
1	8/21	SPCA	HOME
2	8/28	MARINER	AWAY
3	9/4	LABELLE	AWAY
4	9/11	PALMETTO RIDGE	HOME
5	9/18	GATEWAY CH	AWAY
6	9/25	BONITA SPRINGS	HOME
7	10/2	ISLAND COAST	HOME
8	10/9	BYE WEEK	—
9	10/16	IDA BAKER	AWAY
10	10/23	GATEWAY HIGH	HOME
11	10/30	CYPRESS LAKE	AWAY

RELENTLESS



SENIOR TIMELINE & To-Do List

Stay on Track. Finish Strong. Shark Pride!

MARCH 19 END OF QUARTER 3

APRIL 24 PROM
Must be on track to attend

APRIL 30 GRAD NITE
Must be on track to attend

MAY 3 - 7 SENIOR SPIRIT WEEK

MAY 10 - 13 FINAL EXAM WEEK FOR SENIORS
/Make-Ups May 14th

MAY 14 SENIORS LAST OFFICIAL DAY

MAY 17 CAP & GOWN DISTRIBUTION, GRADUATION PRACTICE, & GRAD WALK/8AM to 12PM

MAY 17 SENIOR AWARDS/GYM/6:00 PM

MAY 20 GRADUATION/ALICO ARENA/7:00 PM

IMPORTANT INFORMATION

Cap & Gown:
You can purchase starting September 14th. Note: cap & gowns will be sent to the school, not your address. Feel free to browse the site for additional items.

Senior Final Exam Exemption:
Students who have earned an A for both quarter 3 and 4 will be exempt from final exams pending teacher approval.

Discipline & Attendance:
Beginning second semester, any suspensions or excessive absences or unexcused tardies may result in loss of senior privileges. School rules and policies must be followed throughout the remainder of the year in order to participate in Prom, Grad Bash, Graduation, and other senior events.

Fines and Fees:
In order to participate in any senior events (Prom, Grad Nite, Graduation) make sure you have all fines & fees paid.

Technical College/Trade School:
Please visit the school's website to see the specific programs application deadline. These programs are very competitive. Please do not miss your opportunity to apply. Applications open March 1st! Please register on Google Classroom under Guidance to be called down to apply!

ADDITIONAL IMPORTANT TO-DOS

BRIGHT FUTURES:
Starting October 1st, you can create your Bright Futures account and complete the Florida Financial Aid Application. This must be completed during your Senior Year to receive the scholarship. Make sure you also turn in your completed Volunteer/Paid work hours packet by graduation day. The only way to have hours counted towards Bright Futures is to complete a packet and turn it in to a counselor.

FAFSA:
Complete FAFSA, starting October 1st. Must be completed if you plan on attending any type of school after high school!

TRANSCRIPTS:
If you need your high school transcripts sent, please email Ms. Lisa Ferrara. As soon as you commit to the school of your choice, you can request a "Final Transcript" to be sent. Email Ms. Lisa Ferrara and tell her the school you would like it sent to, and she will send it in the summer when your transcript is finalized.

AICE TRANSCRIPTS:
Beginning in March, please visit the Cambridge transcript request service to submit to your college to be awarded college credit.

TESTING GRADUATION REQUIREMENTS:
Sign up for an ACT, SAT, or CLT if you need a concordant score to pass the ELA or Algebra 1 requirement.

BE RESPONSIBLE ON TRACK | **BE RESPECTFUL SHOW CLASS** | **BE SAFE SHARK**

CLUBS/ACTIVITIES		
ACTIVITY	SPONSOR	EMAIL
Bible Study Club	Mrs. Haskins	Betsy.Haskins@capecharterschools.org
Book Club	Mrs. Omundsen & Mrs. Trantina	Janet.Omundsen@capecharterschools.org
Chemistry Club	Mrs. Buck	Kelly.Buck@capecharterschools.org
Dress & Checkers Club	Ms. Brock	Deanna.Brock@capecharterschools.org
ELEO	Mr. Perez	Luis.Perez@capecharterschools.org
Color Guard	JROTC	Terrell.Morrow@capecharterschools.org
Culture Connect Club	Mr. Harding	Brock.Harding@capecharterschools.org
CyberPatriot	JROTC	Terrell.Morrow@capecharterschools.org
Drama	Mr. Haba & Mr. Emerick	Andrew.Emerick@capecharterschools.org
Drill Team	JROTC	Terrell.Morrow@capecharterschools.org
Sports	Mr. Perez	Luis.Perez@capecharterschools.org
GA Morning Prayer	Mr. Haba	Frankie.Haba@capecharterschools.org
FEA	Mrs. Martin & Mrs. McQuillen	Anna.Martin@capecharterschools.org
Hispanic Honor Society	Mrs. Sanchez	Iskra.Sanchez@capecharterschools.org
Investing Club	Mr. Concannon	Jack.Concannon@capecharterschools.org
LAB	JROTC	Terrell.Morrow@capecharterschools.org
Key Club	Mrs. Martin & Mr. Godfrey	Anna.Martin@capecharterschools.org
Marksmanship	JROTC	Terrell.Morrow@capecharterschools.org
MEHS (English Honors)	Mrs. Omundsen	Janet.Omundsen@capecharterschools.org
New Beginnings Initiative Club	Mr. Harding	
OHHS	Mrs. Block	
SMHS (Math Honors)	Mr. Godfrey	
Tackleball Club	Mr. Godfrey	
Tallders	JROTC	
Recycling	Ms. Troy	
Save Promise	Mrs. Block	
Student Government	Mrs. Aley	
Thespians	Mrs. Guffy	



2026-27 SEASON

OCT 2026 @ THE BELLE

DEC 11-13 @ CULTURAL PARK

FEB 2027 @ THE BELLE

APRIL 15-18 @ CULTURAL PARK

SHARK THEATRE COMPANY

OASIS HIGH SCHOOL IS EXCITED TO SHOWCASE THEIR TALENT!