



600 North Road | Naples, FL 34104-3464 | P 239.436.1000 | F 239.436.1005

RFP 2024-02

On-Call General Engineering Consultant Services

Final Ranking:

- J.R. Evans Engineering
- Stantec Consulting Services Inc
- Capital Consulting Solutions LLC

A. PROTEST REQUIREMENTS AND PROCEDURES

To the fullest extent permitted by applicable law, by responding to this RFP all respondents hereby (i) acknowledge and accept that the requirements and procedures listed below shall govern and control all protests or other claims with respect to this RFP, any of the terms, conditions and specifications under this RFP (or any Exhibits, attachments or other documents delivered in connection herewith) and/or any award or other decision (or any intended award or other decision) relating thereto and (ii) covenant and agree to adhere to and abide by all of the following requirements and procedures:

1. Any person who is adversely affected by any award or other decision (or any intended award or other decision) by the District must file with the District a notice of protest in writing within 72 hours after the posting of the notice of award or other decision (or intended award or other decision);

2. With respect to a protest of (or any other claim with respect to) the terms, conditions and specifications contained in this RFP (or any Exhibits, attachments or other documents delivered in connection herewith), including any provisions governing the methods for evaluating responses, ranking respondents, awarding contracts, reserving rights of further negotiation or amending any contract, a notice of protest must be filed in writing within 72 hours after the posting of this RFP;

Immokalee Substation | 2050 Commerce Avenue, Unit #7 | Immokalee, FL 34142 | 239.867.3200
Hangar | P 239.436.1008 | F 239.436.1007

Board of Commissioners John F. Johnson, Chair | K. Edward Brandt, Vice-Chair/Secretary
Sandra Lee Buxton, Treasurer | Bruce J. Buchanan | D. Russell Burland
Executive Director Patrick P. Linn, MS, MSHAPI

3. With respect to a protest of (or any other claim with respect to) the revoking, canceling, re-issuing, re-advertising, postponing, amending or modifying of this RFP by the District, a notice of protest must be filed in writing within 72 hours after the posting of the notice of the event which is being protested;

4. The formal written protest must be filed in writing within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and state holidays shall be excluded in the computation of the 72-hour time periods provided herein;

5. Any person who files a protest pursuant hereto must post, at the time of filing the formal written protest (or within the 10-day period for filing the formal written protest), a bid protest bond payable to the District, in an amount equal to Twenty Five Thousand and 00/100 Dollars (\$25,000.00). The original bid protest bond must be filed via hand-delivery to the District at the time the formal written protest is filed or within the 10-day period allowed for filing the formal written protest. The bid protest bond shall be conditioned upon the payment of all fees, expenses and costs, including reasonable attorneys' fees, that are determined against the protestor in the arbitration or any subsequent court proceeding;

2. Failure to (i) file a notice of protest in strict compliance with the time periods and other requirements set forth herein or (ii) file a formal written protest and bid protest bond in strict compliance with the time periods and other requirements set forth herein shall each constitute a waiver of (a) protest proceedings and (b) all other rights and claims with respect to this RFP, any of the terms, conditions and specifications under this RFP (or any Exhibits, attachments or other documents delivered in connection herewith) and any award or other decision (or any intended award or other decision) relating thereto.

7. Upon receipt of both the formal written protest and bid protest bond that have been timely filed, the District shall stop the solicitation or contract award process until the subject of the protest is resolved by final action by the District, unless the Executive Director of the District sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to public health, safety, or welfare;

8. The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of a timely filed formal written protest and bid protest bond.

9. If the protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the timely filed formal written protest and bid protest bond, then the protest shall be settled and determined through arbitration held in Naples, Florida, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA") by a single qualified licensed neutral arbitrator (the "Arbitrator") mutually selected by the parties; provided, however, notwithstanding the foregoing or anything to the contrary, the parties and the Arbitrator shall agree to conclude the entire arbitration proceedings within 45 calendar days (including Saturdays, Sundays, and state holidays) from the District's receipt of the formal written protest and bid protest bond so that the Arbitrator can render a written decision no later than 60 calendar days (including Saturdays, Sundays, and state holidays) from the District's receipt of the formal written protest and bid protest bond. If the parties are unable to mutually select the Arbitrator within 7 days, excluding Saturdays, Sundays, and state holidays, then the Arbitrator shall be selected by two (2) other qualified licensed neutral arbitrators, one of whom shall be selected by each party. The written decision of Arbitrator shall be binding, final and conclusive on the parties. Judgment on the written decision rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitration hereunder shall be part of the written decision rendered by the Arbitrator. The prevailing party in the arbitration hereunder shall recover its expenses and costs, including reasonable attorneys' fees, from the non-prevailing party.