REQUEST FOR PROFESSIONAL SERVICES (RPS) INSTRUCTIONS AND EVALUATION CRITERIA

1. PURPOSE/OBJECTIVE

As requested by the Collier County departments or divisions identified, the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "the County") issued this Request for Professional Services (hereinafter, "RPS") with the intent of obtaining proposals from interested and qualified Proposers in accordance with the terms, conditions and specifications stated or herein, in the Solicitation and/or attachments. The Proposers, at a minimum, must achieve the requirements of the Specifications, Scope of Services or Scope of Work stated. All references to "Proposer" are also referred to as "Consultant," "Firm," "Offeror," "Contractor," and "Vendor."

2. QUESTIONS

2.1. Direct questions related to this RPS to the Collier County Procurement Services Division Online Bidding System website: https://procurement.opengov.com/portal/collier-county-fl.

2.2. Proposers must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website.

2.3. For general questions, please call the referenced Procurement Professional on the solicitation.

3. PRE-PROPOSAL CONFERENCE (if applicable)

3.1. The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding the RPS with all prospective Proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RPS. Only written responses to written questions will be considered official and will be included as part of the RPS as an addendum.

3.2. All prospective Proposers are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for the solicitation. If this pre-proposal conference is denoted as "mandatory," prospective Proposers must be present in order to submit a proposal response.

4. COMPLIANCE WITH THE RPS

4.1. Proposers must be in strict compliance with the RPS. Failure to comply with all provisions of the RPS may result in being deemed non-responsive/responsible.

4.2. Proposers submitted by a corporation must be executed in the corporate name by the president, a vice president, or duly authorized representative. The corporate address and state of incorporation must be shown below the signature.

4.3. Proposals by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.

4.4. If the Proposer is an individual, his or her signature shall be inscribed.

4.5. If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the proposal.

4.6. All proposals should have names typed or printed below all signatures.

4.7. By submitting a proposal, Proposers acknowledge and agree that it shall execute the Agreement in the form attached and incorporated herein. The County Manager, or the County Manager's designee, may extend an awarded Agreement under all the terms and conditions contained in the awarded Agreement for up to one hundred and eighty (180) days with written notice of the County's intention prior to the end of the Agreement term then in effect.

4.8. Surcharges will not be accepted in conjunction with the awarded Agreement, and such charges should be incorporated into subsequent pricing structures.

4.9. The Proposers shall complete the proposal and shall acknowledge the proposal correctly.

4.10. The proposal may be deemed non-responsive/responsible it contains any omission, alteration of form, conditional bid or irregularities of any kind.

4.11. Proposers are responsible for reading and following the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the proposal being deemed non-responsive/responsible.

4.12. Proposals must be submitted electronically on the County's bidding platform (https://procurement.opengov.com/portal/collier-county-fl). The County will not accept paper bids submitted via mail or in person delivery.

5. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RPS

It is the sole responsibility of the Proposer if they discover any ambiguity, conflict, discrepancy, omission or other error in the RPS, to immediately notify the Procurement Professional of such

error in writing and request modification or clarification of the document prior to submitting the proposal and proposal opening date.

6. ADDENDA

6.1. The County reserves the right to formally amend and/or clarify the solicitation where it deems necessary. Any such addendum/clarification shall be in writing and notifications shall be distributed electronically to all parties who received the original solicitation prior to the deadline for submission of proposals.

6.2. All changes to the RPS will be conveyed electronically through a notice of addendum or questions and answers to all Proposers registered under the applicable commodity code(s) at the time when the original RPS was released, as well as those Proposers who downloaded the RPS documents.

6.3. All addenda are posted on the Collier County Procurement Services Division Online Bidding System website: https://procurement.opengov.com/portal/collier-county-fl.

6.4. Before submitting a proposal submittal, please make sure that you have read all documents provided, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in deeming your submittal non-responsive/responsible.

7. PROPOSALS, PRESENTATIONS, AND PROTEST COSTS

The County will not be liable in any way for any costs incurred by any Proposer in the preparation of its proposal in response to this RPS, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

8. VALIDITY OF PROPOSALS

No proposal can be withdrawn after it is opened unless the vendor makes their request in writing to the County. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

9. DELIVERY OF PROPOSALS

9.1. All proposals are to be submitted by the due date and eastern standard local time, on the Collier County Procurement Services Division Online Bidding System website: https://procurement.opengov.com/portal/collier-county-fl.

9.2. The County does not bear the responsibility for proposals delivered to the Procurement Services Division past the stated date and/or time indicated.

10. METHOD OF SOURCE SELECTION

10.1. The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized, established, and adopted by Collier County Procurement Ordinance.

10.2. If the County receives proposals from less than three (3) firms, the Procurement Director or designee shall review all the facts and determine if it is in the best interest of the County to solicit additional proposals or request that the Selection Committee rank order the received proposals.

11. SINGLE PROPOSAL

Each Proposer must submit, with their proposal, the required forms included in this RPS. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-vendor to any other firm submitting under the same RPS. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-vendor to any other firm or firms submitting under the same RPS. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

12. REFERENCES

The County reserves the right to contact any and all references submitted as a result of this solicitation.

13. RESERVED RIGHTS

The Procurement Services Division Director or designee may, after opening, request additional information or clarification from the Proposer.

The Procurement Services Division Director or designee may waive or accept minor irregularities and technicalities, request additional information or clarifications in a response and allow correction thereof when such actions are deemed to be in the best interest of the County and do not conflict with the basic principles of fair and open competition.

14. LICENSES

14.1. The Proposer is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Additionally, copies of the required licenses must be submitted with the

proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents.

Failure on the part of any Proposer to submit the required documentation may be grounds to deemed non-responsive. A Proposer, with an office within Collier County is also required to have an occupational license.

15. IMMIGRATION CERTIFICATION

15.1. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.

15.2. Proposers are required to be enrolled in the E-Verify program at the time of submission of the Proposal. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company which will be produced at the time of the submission of the Proposer's proposal.

15.3. Additionally, Proposers shall require all subcontracted Proposers to use the E-Verify system. All Proposers shall familiarize themselves with the statutory requirements set forth in the Florida Statutes §448.095 pertaining to the responsibilities of Public Employers, Contractors and Subcontractors.

15.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the Proposer's responsibility to familiarize themselves with all rules and regulations governing this program.

15.5. Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this certification. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this certification shall constitute a breach of the award agreement, and the County shall have the discretion to unilaterally terminate said agreement immediately.

16. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (FL STATUTE 607.1501)

Certificate of Authority to Conduct Business in the State of Florida (FL Statute 607.1501): In order to be considered for award, Proposers must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Section 607.1501, Florida Statutes, and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Proposers who do not provide the certificate of authority at the time of response shall be required to provide the same within five (5) days upon notification of selection for the award. If the Proposers cannot provide the document within the referenced timeframe, the County reserves the right to award to another Proposer.

17. INSURANCE REQUIREMENTS AND BONDS

17.1. The Proposer shall at its own expense and carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of the RPS and awarded Agreement. The Proposer shall be required to provide the Certificate of Insurance(s) with the limits set forth in the RPS and awarded Agreement. If the Proposer cannot provide the document within the referenced timeframe, the County reserves the right to award to another Proposer. The Proposer shall procure and maintain property insurance upon the entire term of the awarded contract, if required, to the full insurable value of the scope of work.

17.2. The County and the Proposer waive against each other and the County's separate Proposers, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Proposer and County shall, where appropriate, require similar waivers of subrogation from the County's separate Proposers, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

17.3. Collier County shall be responsible for purchasing and maintaining its own liability insurance.

17.4. Bonds (if applicable):

17.4.1. The Successful Proposer agrees to provide payment and performance bonds at least 100 percent of the contract amount, including allowance.

17.4.2. All required bonds shall be from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of the contractual obligations and the payment of labor and material expended pursuant to the contract whenever and in

such amounts as is deemed necessary by the Procurement Services Division. The surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies." An irrevocable letter of credit from a financial institution operating within the State of Florida (or other alternative forms of surety as permitted under Florida law) may be sufficient in place of the performance bond if so provided for in the bid and contract documents.

17.4.3. The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the specifications accompanying the Agreement, or to the work to be performed under the Agreement shall in any way affect its obligation on this bond, except as provided herein, and waive notice of any change, extension of time, alteration or addition to the terms of the Agreement or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Agreement that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

18. ETHICAL STANDARDS

18.1. All Proposers must comply with Procurement Ordinance, Section Seven, Ethical Standards, including the following:

18.1.1. No Proposer shall discuss or consult with other Proposers intending to compete for the same or similar contract for the purpose of bid rigging, collusion or other activities that are illegal, unethical or limiting competition.

18.1.2. Proposers must certify that, to the best of their knowledge or belief, no elected/appointed official or employee of Collier County, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in any submitted bid or proposal. Financial interest is defined as ownership of more than one percent (1%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the bid or proposal or of any subcontractor or supplier thereof providing goods or services in excess of one percent (1%) of the total bid or proposal amount. Additionally, the Proposer, on company letterhead, must divulge at the time of the submittal of a bid or proposal, any relative, other than those already specified, of an elected or appointed official or employee of the County who has a financial interest, in providing the goods or services specified in the bid or proposal. The County, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the bid or proposal.

18.1.3. No Proposer shall submit false information or intentionally submit misleading information to Collier County. After the advertisement of any solicitation, a "cone of silence" is in effect such that no current or prospective Proposer or any person acting on their behalf, shall lobby, contact, communicate with or discuss any matter relating to the solicitation with any Collier County employee, selection committee member, advisory board member, or elected or appointed official, other than the Procurement Services Division Director or designees.

18.1.4. Lobby shall mean influencing or attempting to influence action or non-action and attempting to obtain the goodwill of persons relating to the selection, ranking, or contract award in connection with any solicitation through direct or indirect oral or written communication. Any current or prospective Proposer that lobbies any Collier County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Services Division Director, and (ii) will be subject to Debarment Suspension as outlined in Section Twenty-Six of the Procurement Ordinance.

18.1.5. If a Proposer becomes aware of a conflict of interest, unethical behavior, or illegal activity, they must promptly notify the Procurement Services Division. Failure to comply with this section shall be deemed a violation of ethical standards subject to administrative actions and may be subject to civil, and/or criminal penalties for ethical violations.

18.1.6. Proposers who violate the ethics standards described above and in the Procurement Ordinance shall be subject to debarment and suspension as provided in Section Twenty-Six of the Procurement Ordinance.

18.1.7. Proposers doing business with Collier County shall comply with the provisions of Sections 287.133, 287.135, 287.138, 448.095, and 908.111, Fla. Stat.

19. CONFLICT OF INTEREST

The Proposers shall complete the Conflict of Interest Certification included as an attachment to this RPS document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a Proposer from consideration. These disclosures are intended to identify and/or preclude conflict of interest situations during contract selection and execution.

20. RELATION OF COUNTY

It is the intent of the parties hereto that the Proposer shall be legally considered an independent Proposer, and that neither the Proposer or nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally

responsible for any negligence on the part of said Proposer, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

21. PROHIBITION OF COLLUSION

21.1. Proposers are hereby notified that collusion or anti-competitive practices among Proposers are strictly prohibited and will not be tolerated. Any agreement or cooperation between Proposers to manipulate pricing, restrict competition, or otherwise undermine the integrity of the procurement process may result in:

21.1.1. Disqualification of all involved Proposers,

21.1.2. Rejection of submitted Proposals,

21.1.3. Referral to appropriate legal authorities for investigation and prosecution under applicable state and federal laws.

21.2. Each Proposer must independently prepare and submit its Proposal without any consultation, communication, or agreement with any other Proposer or potential Proposer regarding prices, terms, or conditions of the offer, or with the intention of restricting competition.

21.3. All Proposers and have an affirmative duty to reveal if it/they have any professional or personal relationship with any other Proposers that provide a Proposal on a solicitation and that the duty to reveal such a relationship continues to run throughout the period of solicitation all the way up through the recommended award and ultimate award of the solicitation.

21.4. By submitting a Proposal, the Proposer certifies that the Proposal is made without collusion, fraud, or any connection with any other Proposer submitting a proposal for the same work, and that the Proposer has not offered or received any inducement or advantage in connection with their Proposal. Failure to comply with this provision may result in disbarment from future contracting opportunities with Collier County.

22. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to:

submitting Proposals, RPS, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

23. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted Proposer 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 Proposer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Proposer list.

24. PROTESTS PROCEDURES

24.1. Any Proposer who alleges to be aggrieved in connection with the solicitation or award of a contract, may protest to the Procurement Services Director, who shall serve as the sole receipt of the any and all notices of intent to protest and all formal protests.

24.2. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for evaluation of bids, proposals or replies, awarding contracts, reserving rights for further negotiation or modifying or amending any contract, the protesting party shall file a notice of intent to protest within three (3) days, excluding weekends and County holidays, after the first publication, whether by posting or formal advertisement of the solicitation. The formal written protest shall be filed within five (5) days of the date the notice of intent is filed. Formal protests of the terms, conditions and specifications shall contain all of the information required for the Procurement Services Director, to render a decision on the formal protest and determine whether postponement of the bid opening or proposal/response closing time is appropriate. The Procurement Services Director's decision shall be considered final and conclusive unless the protesting party files an appeal of the Procurement Services Director's decision.

24.3. Any actual proposer or respondent to who desires to protest a recommended contract award shall submit a notice of intent to protest to the Procurement Services Director within three (3) calendar days, excluding weekends and County holidays, from the date of the initial posting of the recommended award.

24.4. All formal protests with respect to a recommended contract award shall be submitted in writing to the Procurement Services Director for a decision. Said protests shall be submitted within five (5) calendar business days, excluding weekends and County holidays, from the date that the

notice of intent to protest is received by the Procurement Services Director, and accompanied by the required fee.

24.5. Complete instructions for formal protest are set forth in the Procurement Ordinance.

25. ADDITIONAL ITEMS AND/OR SERVICES

Additional items and/or services may be added to the awarded contract, or purchase order, in compliance with the Procurement Ordinance.

26. PROPOSER PERFORMANCE EVALUATION

The County has implemented a Proposer Performance Evaluation System for all contracts awarded in excess of $25,000.

The County reserves the right to take into consideration Proposer's past performance under a prior or current County contract when it is considering the granting of a new contract, the assignment of a work order, or any additional work.

27. COLLIER COUNTY INFORMATION TECHNOLOGY REQUIREMENTS

All Proposer access will be done via VPN access only. All access must comply with current published County Manager Agency (CMA) policies. Current policies that apply are CMAs 5402, 5403 and 5405. These policies will be available upon request from the Information Technology Department. All Proposers will be required to adhere to IT policies for access to the County network. Proposers are required to notify the County in writing twenty-four (24) hours in advance as to when access to the network is planned. Included in this request, must be a detailed work plan with actions that will be taken at the time of access. The County IT Department has developed a Technical Architecture Requirements Document.

28. PROPOSAL AWARD PROCESS

28.1. Award shall be made in a manner consistent with the County's Procurement Ordinance. Award recommendations will be posted on the Collier County Procurement Services Online Bidding system Online Bidding system website: https://procurement.opengov.com/portal/collier-county-fl.

28.2. The selected Proposer may be required to sign a standard Collier County contract or accept the County's Purchase Order terms and conditions to serve as a formal contact.

28.3. The resultant contract(s) may include purchase or work orders issued by the County's Project Manager (a/k/a Contract Administrative Agent).

28.4. The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents or agree to any exceptions to the County's terms and conditions provided by the Proposer.

28.5. The County's Project Manager shall coordinate with the Proposer / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

29. PUBLIC RECORDS COMPLIANCE

29.1. Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION 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:

Communications, Government & Public Affairs Division
3299 Tamiami Trail East
Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999

29.2. The Contractor must specifically comply with the Florida Public Records Law to:

29.2.1. Keep and maintain public records required by the public agency to perform the service.

29.2.2. 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.

29.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

29.2.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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.

30. PAYMENT METHOD

30.1. Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include purchase order number and description and quantities of the goods or services provided per instructions on the County's purchase order or awarded contract. **Invoices shall be emailed to: bccapclerk@collierclerk.com.**

30.2 Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under the agreement.

30.3. In instances where the successful Proposer may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

30.4. Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

31. SURVIVABILITY

The Proposer agrees that any Purchase Order/Work Order/Solicitation Documents that extends beyond the expiration date of the original Solicitation will survive and remain subject to the terms and conditions of the award Agreement until the completion or termination.

32. DEDUCTION FOR NON-PERFORMANCE

The County reserves the right to deduct a portion of any invoice for goods not delivered or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Proposer the costs necessary to correct the deficiencies directly related to the Proposer's non-performance.

33. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

Collier County encourages and agrees to the successful Proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful Proposer.

CERTIFICATION: THE PROPOSER HEREBY AGREES TO COMPLY WITH THE INSTRUCTIONS HEREIN, PROCUREMENT ORDINANCE AND PROCUREMENT MANUAL BY SUBMISSION OF A PROPOSAL.

Evaluation Criterion to follow

Collier County
Procurement Services

EVALUATION OF PROPOSALS

1.1 Collier County will evaluate the proposals and select the firm in accordance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA).

1.2 The County's procedure for selecting is as follows:

1.3 The Procurement Services Director or designee shall appoint a Selection Committee to review the proposals.

1.3.1 The Proposers will submit a proposal which will be scored based on the criteria in the Solicitation Grading Criteria for Development of Shortlist, which will be the basis for shortlisting the proposals.

1.3.2 Subsequent to the closing date of the solicitation, the Procurement Professional will review the proposals received. The proposals will need to meet the minimum requirements outlined in the Solicitation for the proposals to be deemed responsive and responsible and evaluated by the Selection Committee.

1.3.3 The Selection Committee meetings will be open to the public and publicly noticed by the Procurement Services Division.

1.3.4 In an initial organization meeting, the Selection Committee will receive instructions, the proposals and any additional documentation provided by the County and will establish the next Selection Committee meeting date and time. After this first meeting, the Procurement Professional will publicly announce all subsequent committee meeting dates and times. The subsequent meeting dates and times will be publicly posted with at least seventy-two hours' advanced notice.

1.3.5 The Selection Committee will independently review and score each proposal based on the evaluation grading criteria stated herein using the Individual Selection Committee Scoresheet and prepare comments for discussion at the next meeting. The Individual Selection Committee Scoresheet is merely a tool to assist the Selection Committee Members in their review of the proposals.

1.3.6 At the publicly noticed Selection Committee meeting, the Selection Committee Members will present their independent findings / conclusions / comments based on their reading and interpretation of the materials presented to each other and may ask questions of one another. Time will be allowed for public comment.

1.3.7 The Selection Committee Members may consider all the material submitted by the Proposers and other additional information the County obtains from the Proposers through a request to clarify information, including without limitation, materials presented by a Selection Committee Member.

1.3.8 Once the individual scoring has been completed, the Procurement Professional will read the results publicly. The Selection Committee will make a determination on which Proposers will be invited to give oral presentations if required, by shortlisting the proposals submitted with the goal of having a minimum of three (3) firms giving oral presentations. If it is determined that no presentations are necessary, a final ranking will be developed.

1.3.9 The intent of the oral presentations if deemed necessary, is to provide the Proposers with a venue where they can conduct discussions with the Selection Committee to clarify questions and concerns before providing a final rank. The Selection Committee may ask for additional information, and present materials, interview, ask questions, etc. The Selection Committee may consider any and all information obtained through this method in formulating their final ranking.

1.3.10 The Selection Committee Members' will formulate their final ranking of the proposals having used all information presented (proposal, presentation, references, etc.), in order of preference from highest score or beginning with a rank of one (1) to the lowest will be discussed and reviewed by the Procurement Professional.

1.2.12 After oral presentations, the County will rank the Proposers and develop the final ranking for approval by the Board of County Commissioners.

1.2.13 Upon approval of the final ranking by the Board of County Commissioners, the County will enter into negotiations with the top ranked Proposer, or multiple Proposers. With successful negotiations, an Agreement will be developed with the selected Proposer(s), based on the negotiated price and technical components.

1.2.14 If, in the sole judgment of the County, an Agreement cannot be successfully negotiated with the top-ranked Proposer, negotiations with that Proposer will be formally terminated and negotiations shall begin with the Proposer ranked second. If an Agreement cannot be successfully negotiated with the Proposer ranked second, negotiations with that Proposer will be formally terminated and negotiations shall begin with the third-ranked Proposer, and so on. The County reserves the right to negotiate any element of the proposals, including awarding to multiple Proposers in the best interest of the County.

1.3 Tie Breaker: In the event of a tie at final ranking, award shall be made to the Proposer with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the Proposer in the twenty-four (24) months prior to the solicitation submittal deadline. Payment information will be retrieved from the County's financial system of record. The tie breaking procedure is only applied in the final ranking step of the selection process and is invoked by the Procurement Services Division Director or designee. In the event a tie still exists, selection will be determined based on random selection by the Procurement Services Director or designee before at least three (3) witnesses.

1.4 The County reserves the right to withdraw this RPS at any time and for any reason, and to issue such clarifications, modifications, addenda, and/or amendments as it may deem appropriate, including, but not limited, to requesting supplemental proposal information.

1.5 Receipt of a proposal by the County offers no rights upon the Proposer nor obligates the County in any manner.

1.6 Acceptance of the proposal does not guarantee the issuance of any other governmental approvals.

1.7 The County reserves the right to negotiate any element of the proposals in the best interest of the County.

RESPONSE FORMAT AND EVALUATION CRITERIA FOR DEVELOPMENT OF SHORTLIST

1.8 For the development of a shortlist, the following Evaluation Criteria will be utilized by the County's Selection Committee to score each proposal. Proposals must address all the following criteria:

No.	Evaluation Criteria	Maximum Points
1.	Ability of Professional Personnel	20 Points
2.	Certified Woman and/or Minority Business Enterprise	5 Points
3.	Past Performance	25 Points
4.	Project Approach, Willingness to Meet Time and Budget Requirements	20 Points
5.	Location	10 Points
6.	Recent, Current, and Projected Workloads of the Proposer	20 Points
TOTAL		**100 Points**
Detailed Criteria Descriptions are further described below. Proposals must be assembled, at minimum, in the order of the Evaluation Criteria listed or the proposal may be deemed non-responsive.		

EVALUATION CRITERIA NO. 1: ABILITY OF PROFESSIONAL PERSONNEL (20 Total Points Available)

This criterion measures the ability of professional team personnel as shown by their level of experience on projects of similar type, size and complexity. This criterion measures how well the team is staffed to address all facets of the project. It measures how well the team is organized to deliver the project for the County. Preference will be given to teams with knowledge and experience with local construction and regulatory conditions and who demonstrate a strong commitment to team collaboration proximate to the project site. Preference will also be given to teams (both individuals within the teams and the companies making up the team) that have worked together on successful delivery of similar projects. It measures the overall level of the team's qualifications to successfully complete the project.

EVALUATION CRITERIA NO. 2: CERTIFIED WOMAN AND/OR MINORITY BUSINESS ENTERPRISE (5 Total Points Available)

Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Woman and/or Minority Business Enterprise

EVALUATION CRITERIA NO. 3: PAST PERFORMANCE (25 Total Points Available)

This criterion measures the professional team's past experience with projects similar in size, type and complexity as this project. The professional team will be evaluated on past services provided for projects of similar size and scope of this project, including the experience the team members proposed on this project have together on the previous projects presented. Experience with all elements of the project scope as generally described herein will be evaluated, with specific emphasis on experience addressing the technical, community and project delivery categories. The professional team's minimization of change orders will be an important consideration. Preference will be given to similar services constructed within the last 5 years in proximity to the proposed project.

Submit three (3) through ten (10) references using the County's Reference Form. Include up to two additional pages per project to illustrate relevant experience. Provide information on the projects completed by the Proposer that best represent projects of similar size, scope and complexity of this project using form provided in. Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.

EVALUATION CRITERIA NO. 4: PROJECT APPROACH, WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS (20 Total Points Available) Limited to 7 pages total

Written overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services. The Proposer should illustrate to the County how they propose to approach the project and assemble the resources to meet each phase and each major element of the project. (Limit response to 3 pages)

Not applicable to Continuing Services or Construction Engineering Inspection Solicitations: A conceptual level schedule should be included as a separate page to illustrate concepts of design and permitting time, and sequencing of the major elements. (Limit schedule to 1 page, 11" x 17" page size and 40 activities maximum)

Written overview of professional team's concept and approach to managing the overall cost of the project (Limit response to 3 pages). Include in the three (3-page) response specific information on past project performance that demonstrates the Proposer's ability to meet owners' budgets including change order history on similar projects.

EVALUATION CRITERIA NO. 5: LOCATION (10 Total Points Available)

The professional team's approach to management and execution of work with respect to location of various key project team members will be evaluated under this criterion. The Proposer shall demonstrate from the project kick-off how they will establish the project location in order to manage day-to-day or on-site information collection and distribution between internal and external team members, and County staff, as well as other entities involved in the project.

EVALUATION CRITERIA NO. 6: RECENT, CURRENT, AND PROJECTED WORKLOADS OF THE FIRM (20 Total Points Available)

This criterion measures the team's proposed resources for the project and their availability to complete all elements of this project with regards to the closeout of recent work, current workload, and projected projects that could impact the completion of this project.

Collier County
Procurement Services

REVISION HISTORY	
Date	**Description**
1/5/26	This version supersedes and repeals in its entirety Version 1_9.2.25
Approved by Procurement Director	SrnkaSandra Digitally signed by SrnkaSandra Date: 2026.01.05 07:17:46 -05'00'