



City of Port St. Lucie

20250144

INDEPENDENT PEER REVIEW OF DESIGN PLANS

RELEASE DATE: June 23, 2025

RESPONSE DEADLINE: July 23, 2025, 2:00 pm

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

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1. Introduction

1.1. Purpose of Procurement

Pursuant to the Port St. Lucie City [Code of Ordinance, Section 35.07](#), and [Section 287.055](#), Florida Statutes (Consultants’ Competitive Negotiations Act), the City of Port St. Lucie, a Florida Municipal corporation (“City”) is requesting Proposals from qualified firms to provide Consulting Services for Independent Peer Review of Design Plans to establish Contract(s) with one or more qualified Consultants.

This electronic Request for Qualification (RFQu) has been developed to solicit responses from consulting firms (or teams of firms) proven to be qualified and experienced in Consulting Services for a wide range of engineering and technical services to assist in bringing to completion, as expeditiously as possible, various projects within the City as further described in this RFQu.

A descriptive overview of the City can be found at [About PSL | City of Port St. Lucie, FL](#) (cityofpsl.com). Please visit the City’s website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Overview of the RFQu Process

The objective of the RFQu is to select a qualified Proposer (as defined by Section 1 – “Purpose of Procurement”) to provide the services outlined in this RFQu to the City. This RFQu process will be conducted to gather and evaluate responses from Proposers for potential award. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposers’ responses received prior to the closing date of this RFQu and following negotiations (if any) and resolution of any Contract exceptions, the preliminary results of the RFQu process will be publicly announced (or posted) to the electronic bidding system, to include the names of all participating Proposers and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO PROPOSERS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s).” Please refer to Section 1.1 – “Purpose of Procurement,” and Section 6 – “Proposal Evaluation, Negotiations, and Award,” for information concerning the number of Contract awards expected.

1.3. Schedule of Events

The Schedule of Events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFQu will be publicly posted prior to the closing date of this RFQu. After the close of the RFQu, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Release of RFQu:	June 23, 2025
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Question Submission Deadline:	July 14, 2025, 5:00pm
Response Submission Deadline:	July 23, 2025, 2:00pm Microsoft Teams https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjcwNjM0MTQtYmI0ZS00OGlwLTkxZjQtZjAyNzI0MjkzOWUz%40thread.v2/0?context=%7b%22Tid%22%3a%229ed2954f-fcf8-4d28-8b45-17e239146c85%22%2c%22Oid%22%3a%22c45b8871-97a5-4aec-a379-36dba28244ba%22%7d Meeting ID: 255 810 214 076 3 Passcode: DE2Ph7dD

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.4. Official Issuing Officer (Procuring Agent)

Robyn Holder, Senior Procurement Contracting Officer

rholder@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

Consultants’ Competitive Negotiation Act (“CCNA”) - Section of the Florida Statutes that governs the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. See [section 287.055, Florida Statutes](#).

Consultant(s) - companies desiring to do business with the City (Also called “Engineer,” “Bidder,” “Proposer,” “Firm,” or “Offeror.”)

City of Port St. Lucie (“City”) - the governmental entity identified in Section 1.1 “Purpose of Procurement” of this RFQu (Also called “Owner”).

Contract - agreement entered into between City and the awarded Proposer.

Immaterial Deviation - does not give the Proposer a substantial advantage over other Proposers.

Material Deviation - gives the Proposer a substantial advantage over other Proposers and thereby restricts or prevents competition.

Procurement Management Division (“PMD”) - The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

Responsible - means the Proposers, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive - means the Proposer whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform - OpenGov (Also called "Electronic Bidding System.")

Any special terms or words which are not identified in the City’s RFQu Document may be identified separately in one or more attachments to the RFQu. Please download, save and carefully review all documents in accordance with the instructions provided in Section 3 – “Instructions to Proposers,” of this RFQu.

1.6. Contract Term

The Initial term of the contract(s) is for three (3) years from the execution date, with two (2) additional one-year renewal options.

In the event that the Contract(s), if any, resulting from the award of this RFQu shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Proposer(s), extend the Contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFQu states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.7. Hours of Service

The standard hours of work allowed in the City’s rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Consultant outside of the aforementioned time limit requires special authorization by the City and requires that the Consultant obtain a noise permit from the Port St. Lucie Police Department (PSLPD). All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Consultant. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Consultant obtain a noise permit from the PSLPD. All night work within the City’s rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

2. Scope of Work

2.1. Purpose

The purpose of this Exhibit is to describe the scope of work to be performed in conjunction with the responsibilities of the Consultant and the Owner in connection with the completion of incidental engineering services the Owner is seeking the Consultant to perform.

The Owner seeks incidental consulting services for a wide range of engineering and technical services to assist in bringing to completion, as expeditiously as possible, various projects within the City of Port St. Lucie. The Consultant shall function as an extension of Owner's resources by providing qualified technical and professional personnel to perform the duties and responsibilities needed by the Owner. To the maximum extent possible the Consultant shall minimize the Owner's need to apply its own resources to perform any assignments. The Owner, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services, provided such action does not alter the intent of the task assignment being requested of the Consultant.

2.2. Objective

The Consultant shall review a set of contract documents including, but not limited to plans, specifications, supporting engineering analysis, calculations, and other technical documents in accordance with Owner policies, procedures, and requirements that will be used by the contractor to build the project and test the project components to be constructed. The Contract documents provided to the Consultant for review will be used by the Owner or its Construction Engineering Inspection (CEI) representatives to oversee the inspection and final acceptance of the project.

The Consultant shall determine if the project can be built as designed; thereby, the Consultant will identify the need for certain modifications and/or improvements to be evaluated and incorporated at the direction of the Owner and designer. The Consultant understands that they shall identify any refinements that should have been considered or incorporated into the design as well as items that are deemed not to be consistent with the intent of the design consultant's original scope of services except as modified by any supplemental agreement, direction, or Owner request; thereby, the Owner shall confirm that any proposed refinements identified in the Consultant's review should have been anticipated in the scope of work of the design consultant, and would therefore be considered an integral part of the work to have been completed by the design consultant under the design scope.

The Owner shall confirm if the resolution of comments to be provided by the Consultant shall be a basis for any supplemental fee request(s) by the designer as the services being provided under this scope are from an independent entity not intimately familiar with the direction provided by the Owner to the designer over the life of the design project and would have been considered an integral scope of work had they been entrusted with providing the services.

The Consultant may be required to assist the Owner in the acceptance and/or resolution of the comments provided under this scope of service, including the determination if resolution of the comments shall be a basis for any supplemental fee request(s) by the designer.

The Consultant may be required to offer opinions of comments pertaining to whether they should have been identified and resolved through the development of the contract documents.

2.3. Responsibilities of the Consultant

The Consultant shall provide and maintain an up-to-date list of staff with agreed-to classifications and approved salaries that will be available to be assigned to specific task work orders. No Consultant staff, except those specifically identified in a task work order or those specifically agreed to by the Owner, shall charge time for a particular task work order. Any modifications or additions to the list of available staff must be specifically requested by the Consultant prior to the initiation of any work by that individual, agreed to by the Owner, and if applicable, documented in a task work order amendment signed by all parties.

The Consultant understands that Quality Assurance (QA) and Quality Control (QC) are two processes used by design consultants to ensure that deliverables are complete, orderly, correct, and appropriate for the intended purposes; thereby, the quality of the deliverables must meet or exceed industry standards, i.e., "Due Diligence" ("Due or Ordinary Care").

The Consultant shall certify by letter that the plans, reports, specifications, and cost estimate have been reviewed and that the design IS or IS NOT in general accordance with both the applicable and current standards of AASHTO, FDOT, City Engineering Standards and Codes, and the intended scope of work. The Consultant shall ensure that all construction plans, as applicable, are prepared in accordance with the latest standards, current FDOT policies, City standards, procedures and manuals, as well as FDOT District IV's guidelines and practice. The Consultant shall also ensure that construction plans are accurate, legible and complete in design.

The Consultant shall provide written comments on the adequacy of the phase submittal. In reviewing documents, certain basic tasks may be carried out as follows:

- Provide a listing of items identified for consideration during the review and determine acceptance of the responses within the allowed time.
- Provide mark-up plans and design documents for additional non-engineering comments.
- Identify and report to the Owner's Project Manager on design components that require design variances or design exceptions.
- Verify that the scope history is clear and concise.
- Review plan set, verifying that all work has a method of payment.
- Verify that the plans summaries of quantities are accurate, reflect the quantities of the numerous tabulations, and are in accordance with the Basis of Estimates Manual.
- Develop construction cost estimates.
- Ensure that the proposed maintenance of traffic schemes are constructible.
- Review design documents and inspect the job site to make sure that field conditions have been investigated and are clearly represented in the contract documents.
- Review such items as utilities, traffic control / maintenance of traffic, R/W requirements, transit requirements, permit requirements, conditions, quantities, third party agreements, and equipment requirements.
- Note any items that may generate future problems on a proposed project.
- Determine the feasibility of construction equipment ingress and egress as well as placement at the job site.

- For utility relocations, retaining walls, and bridge construction, determine if the work will require any temporary retaining structures for equipment placement and if failure of a temporary structure would jeopardize the safety of the general public.
- For existing bridges to be widened, determine the feasibility of placing construction equipment on or adjacent to the existing structure.
- Review for completeness and provide written comments as to the applicability of construction contract technical special provisions.
- Provide an analysis of the review comments by producing a written summary, detailing statistical trends and identifying areas of deficiencies. (All costs associated with these analyses tasks should be factored into overall contract administration).
- Each phase review shall utilize the review team's comprehensive experience and knowledge. Phase reviews include field visits, noting the job site conditions by providing pictures.
- Other tasks which ensure the safe constructability of the project.

2.4. Responsibilities of the Owner

It is the responsibility of the Consultant to look for additional documents needed to complete the assigned task that are not initially provided by the Owner. However, the Consultant shall provide the services as stated herein within the time frame established regardless of the availability of such data. The Owner will provide all plans and documentation received by the Final Plans section for phase reviews to the Consultant for their use in performing reviews. Under normal circumstances the plans and documents to be supplied will conform to the Florida Design Manual (FDM). Right-of-Way Maps may be obtained from the Owner. The Consultant review team may request or obtain additional information directly as long as they keep the Owner's Project Manager informed of the efforts being taken. The Owner will provide the review documents in the form of electronic files if able.

2.5. Scope of Work

The City of Port St. Lucie (Owner) seeks incidental consulting services for a wide range of engineering and technical services to assist in bringing to completion, as expeditiously as possible, various projects within the City of Port St. Lucie. **Qualified respondents shall not currently be under contract to provide design services for projects within the City.**

Pursuant to Section 124.6 Independent Peer Review of the Florida Design Manual (FDM), the scope of work of the Consultant should be used to supplement the conventional Quality Control Review process performed by the design consultant, during design. Thereby, the review is to be conducted by an independent team of qualified reviewers on specific design elements or portions of a project. Members of the Consultant's independent peer review team assigned to this task shall not be associated with the same organizational unit that managed and produced the project deliverables.

The Consultant shall perform a review referenced in Section 120.4 Plans Phase Reviews of the Florida Design Manual (FDM)

- Verification of adherence to FDOT criteria and City criteria.

- Design / Plans review of roadway, signing and pavement marking, signalization, lighting, landscaping, intelligent transportation systems, architectural and structural plans at each phase of the design.

The Consultant shall provide Owner with the services of a qualified review team to conduct reviews related to any design project as requested by the Owner. The review team must be experienced in the design of highways, bridges, stormwater systems and other facilities (such as: ITS, Architectural, & Landscape). The Consultant will provide an independent review, develop reports, and provide summaries of findings to Owner staff, including continuous improvement feedback loop. The nature of these design reviews include but are not limited to: Roadway and bridge projects such as bridge rehabilitation and roadway resurfacing projects, public transportation facilities improvements, and others as deemed appropriate by Owner. The Consultant may arrange through the Owner's Project Manager any field reviews and/or any meetings with the Engineer of Record and Design Project Manager that the Consultant deems necessary.

2.6. Optional Services

PLAN IN HAND FIELD REVIEW:

A field review (A.K.A. Plans-in-Hand Review) may have been performed concurrently with the design consultant's Quality Control Review pursuant to Section 124.7 of Florida Design Manual (FDM). Knowing the review is to be held at the project site for the purpose of verifying the compatibility of the design with the field conditions encountered during construction. A record of the field review includes the following:

1. Date and time.
2. List of attendees.
3. Documented site conditions and observations; these may include marked up plan sheets, photographs, or other documentation methods deemed appropriate. For consultant projects, provide the Department PM with a copy of the review record.

INCIDENTAL REVIEWS:

Should the deliverables identified above not have been performed by the design consultant, the Owner may require additional services including, but not limited to:

- Transportation studies review and preparation.
- Pay items and quantities calculations review.
- Project cost estimates review & preparation.
- Technical special provisions and modified special provisions, review & preparation.
- Other appropriate engineering and architectural related services.

DESIGN SUPPORT SERVICES:

Should the Owner request the preparation of a component set of plans, the Consultant shall provide the Owner with a staff hour estimate and scope of services in accordance with the latest "Standard Scope and Staff Hour Estimation Handbook". The preparation component set of plans will be developed utilizing Computer Aided Drafting and Design

(CADD) Systems. It is the responsibility of the Consultant to meet the requirements in FDOT's CADD Manual or the Owner's standards as deemed appropriate.

2.7. Deliverables

Upon execution of the Contract the Consultant shall provide the Owner with a Quality Assurance Plan (QAP) within 30 days after receiving the award of the Contract. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instructions to the organization to assure conformance with the Contract. Unless specifically waived, no payment shall be made until the Consultant's Quality Assurance Plan is approved by Owner. It shall be the responsibility of the Consultant to keep the plan current as it is possible that significant changes to the work requirements may necessitate revisions of the Quality Assurance Plan.

The Plan shall include, but not be limited to, the following areas:

a. Organization - A description is required of the Consultant's Quality Control Organization and its functional relationship to the part of the organization performing the work under the Contract. The authority, autonomy, and responsibilities of the Quality Assurance plan's organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

b. Quality Assurance (QA) - The Consultant's QA methods used to monitor and assure compliance with the contract requirements for services and products shall be detailed.

c. Quality Records - The types of records which will be generated and maintained by the Consultant during the execution of the QA program shall be outlined. The Consultant shall maintain adequate records of the quality assurance actions performed by their organization, (including subcontractors and vendors), in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to Owner, upon request, during the Contract term. All records shall be kept electronically. All records are subject to audit review.

Control of Subcontractors and Vendors - The methods used by the Consultant to control the quality of the subcontractors and vendors shall be detailed.

Quality Assurance Certification - An officer of the Consultant firm will be required to sign and seal a certification that will have been prepared and checked in accordance with Owner's requirements.

Continuous improvement opportunities — The Consultant's QA plan should monitor and continuously update their focus of quality.

2.8. Schedule Requirements

Due to the requirements to meet plan review schedules, the Consultant shall complete each individual review task as assigned within the time allotted via Bluebeam Review session, typically 15 to 21 working days.

3. Instructions to Proposers

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer's submitted pricing.

By submitting a response to the RFQu, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Proposers to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Consultant will in no way relieve it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this RFQu until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the RFQu is officially canceled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this RFQu, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, [Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision. Further information on this topic can be found on the Cone of Silence and RFQu Communication Document.

3.1.3 Submitting Questions

All questions concerning this RFQu must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the RFQu project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned

that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

3.1.4 Attending Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the Schedule of Events) will be held at the offices referred to in Section 1.3 - "Schedule of Events" of this RFQu. Unless indicated otherwise, attendance is not mandatory, although Consultants are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Consultant must attend the conference in its entirety to be considered eligible for Contract award. The Consultant is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Consultants are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Proposer's Responsibility

Prior to Contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform, if awarded, the City has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately ten (10) business days to submit the information requested.

3.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFQu will not be considered. Proposer's response must be complete in all respects, as required in each section of this RFQu.

3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this RFQu**. A Proposer's response will be rejected if the

response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the RFQu requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see section [287.133, Florida Statutes](#), for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the RFQu

The City reserves the right to amend this RFQu. All revisions must be made in writing prior to the RFQu closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQu, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFQu will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFQu known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Proposer shall be deemed to have accepted all terms and agreed to all requirements of the RFQu (including any revisions/additions made in writing prior to the close of the RFQu, whether or not such revision occurred prior to the time the Proposer submitted its response), unless expressly stated otherwise in the Proposer's response. THEREFORE, EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFQu AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE PRIOR TO THE CLOSE OF THE RFQu. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 6.6 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this RFQu at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Proposer shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

3.1.10 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFQu, these additional services may be added to the original Contract at the sole discretion of the City.

3.1.11 Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, [Section 35.15](#). By submitting a response to this RFQu, the Proposer certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

Each Proposer's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Proposer. The City will not provide reimbursement for such costs.

3.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this RFQu, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to [Chapter 119, Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned NOT to submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Proposer may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Proposers should review [Chapter 119, Florida Statutes](#) for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

Listed below are key action items related to this RFQu. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the RFQu provides high-level instructions regarding the process for reviewing the RFQu, preparing a response to the RFQu, and submitting a response to the RFQu. Proposers are required to access and utilize the submittal instructions

identified in Section 3.2 of this RFQu to ensure the Proposer successfully submits a response to this RFQu.

3.2.1. RFP Released

The release of the RFQu is through the posting of this project in OpenGov, the City's electronic bidding system. Each Proposer interested in competing to win a Contract award must complete and submit a response to this RFQu in OpenGov. Therefore, each Proposer MUST carefully review the submittal instructions.

3.2.2. RFP Review

The RFQu 20250144 consists of the following: this document, entitled “Independent Peer Review of Design Plans,” and any and all information included in the RFQu, as posted to OpenGov, including any and all documents provided by the City as attachments to the RFQu or links contained within the RFQu or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

3.2.3. Preparing a Response

When preparing a response, the Proposer must consider the following instructions:

1. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
2. Proofread your response and make sure it is accurate and readily understandable.
3. Label any and all uploaded files using the corresponding section numbers of the RFP as specified by the City.
4. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Proposer’s response may be considered incomplete and disqualified from further consideration.
5. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the RFQu specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Robyn Holder, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Proposer, the Proposer’s response will be considered incomplete and disqualified from further consideration.

3.2.4. Reviewing, Revising, or Withdrawing a Submitted Response

After the response has been submitted, the Proposer may view and/or revise its response by logging into OpenGov. Please take note of the following:

1. PROPOSAL SUBMISSION. Upload in one file, the proposal response formatted as instructed in Section 3.3 - "Proposal Format" of this document. All proposals shall be submitted by completing and uploading all required documents. All submittals are required to be electronic. **No hard copies will be accepted.**

Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto OpenGov by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the Proposer temporarily losing a connection to the Internet.

2. REVIEW AND REVISE. Proposers may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Proposer must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Proposer's response is no longer submitted. Proposer should make the changes required and promptly re-submit its response before the submission date and time.

3. WITHDRAW. Proposers may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Proposer must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Proposer desires to withdraw its response after the closing date and time, the Proposer must submit a request in writing to the Issuing Officer.

3.3. Proposal Format

Instructions to Respondents

The Respondent's proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered. Submittals must be in a font no smaller than 11. Submittals should be concise, provide only the information requested, and adhere to the page limits if applicable set forth herein.

Proposals must include the following information in this order:

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the Proposer's firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1 – Firms Qualifications

- A. Provide copies of all licenses, certifications or other documentation required in order to enable the Proposer to perform the work proposed.
- B. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.)
- C. Include information regarding similar project experience the Proposer possesses that relates in complexity and/or scope to this project.
- D. Include up to ten (10) projects that have been completed in the past five (5) years. Submission should outline reduction in errors and omissions, cost savings, adherence to codes, standards, and industry best practices.
- E. Include associated qualifications/references for subconsultants or subcontractors, if any are proposed.

Tab 2 – Personnel & Experience

- A. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities.
- B. Identify whether these key individuals gained experience within the company or outside the company and with whom, years worked.
- C. Identify all subconsultants who will be used to carry out the work set forth in the Proposal.
- D. Describe the qualifications for employees of any such subconsultants.
- E. Include an organizational chart and/or workflow chart to identify each key role for the project.

Tab 3 – Methodology / Approach / Project Understanding for Peer Reviews

Provide information specific to this solicitation that best displays the approach, methodology and project understanding that will be used to complete the scope of work (planning, schedules, coordination, tracking, management systems, etc.).

*All required **Additional Proposal Mandatory Forms** must be completed and included with the submitted proposal. The **Mandatory Forms** are available in **Section 10 – Vendor Submission Requirements and Attestations** and can be downloaded, filled out, and uploaded in the designated tabs within the project on OpenGov.

4. General Insurance

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of the Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

4.1. Indemnification/Hold Harmless

Consultant agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subcontractors or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under the Contract. To that extent, Consultant shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subcontractors, or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of the Contract.

4.2. Workers' Compensation Insurance & Employer's Liability

The Consultant shall agree to procure and maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/ employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

4.3. Commercial General Liability Insurance

The Consultant shall agree to procure and maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

4.4. Additional Insured

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for

the Additional Insured endorsement issued by the insurer shall read: "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Independent Peer Review of Design Plans - 20250144.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

4.6. Waiver of Subrogation

By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a contract on a pre-loss basis.

4.7. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Vendor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

4.8. Compliance

It shall be the responsibility of the Consultant to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the

responsibility of the Consultant to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language “when required by written contract”. If the Consultant, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent contractor/subcontractor.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers’ Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers’ Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Consultant to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

4.9. Professional Liability Insurance

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Consultant’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

4.10. Requirements for Insurance

Within ten (10) business days of award, the awarded Consultant must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the Additional Insured party, as identified herein. The Consultant’s submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

5. Certifications

5.1. Certification

Proposal Certification

By responding to this solicitation, the Proposer understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Proposer and the City; and
2. That the Proposer guarantees and certifies that all items included in the Proposer's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Proposer's response; and
3. That the response submitted by the Proposer shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Proposer's offer may be held open for a lengthier period subject to the Proposer's consent; and
4. That the Proposer's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Proposer understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

6. Proposal Evaluation, Negotiations, and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the City based on technical factors. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical factors as further described in the RFQu. In the event negotiations occur, the revised proposals will be reevaluated in accordance with the provisions of the section “Scoring Criteria,” of this RFQu. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful Proposer(s) will be required to enter into discussions with the City to resolve any exceptions to the City’s Contract. The City will announce the results of the RFQu as described further in section “Public Award Announcement” of this RFQu.

6.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

1. Proposal was submitted by the deadline.
2. Proposal meets qualifications.
3. Proposal is complete and contains all required documents.

6.2. Evaluating Proposal Factors

If the Proposer’s proposal passes the Administrative/Preliminary Review, the Proposer’s proposal will be submitted to the Evaluation Committee for evaluation.

6.2.1. Review of Proposals

The Evaluation Committee will review each proposal in detail to determine its compliance with RFQu requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered “Responsive Proposals” at this point in time and will be scored in accordance with the point allocation in Section 7 - “Scoring Criteria,” of this RFQu.

6.3. Negotiations of Proposals and/or Cost Factors

After reviewing all submissions, the Evaluation Committee may shortlist a minimum of three (3) Firms for an interview. The shortlisting will be determined based on the criteria stated within this RFQu. After Firms are shortlisted, those Firms will be notified by email and advised of date, time, and location of presentation. After presentations, each voting member will indicate their choice of Firms in order of preference based on the criteria stated in this RFQu. **Pricing is not submitted as a part of**

the evaluation process for submitted qualification statements. The City will be requesting pricing only from the top ranked firm per [CCNA Florida Statute 287.055\(5\)\(a\)](#).

The City shall enter into negotiations with the most qualified Firm for professional services at a compensation which the City determines is fair, competitive, and reasonable to reach an agreement between the City and the Firm. Should the City and the Firm considered to be the most qualified not reach agreement, the negotiations shall be formally terminated before negotiation begins with the second most qualified Firm. This process will continue by negotiating with the next highest ranked Firm until an agreement is reached, there are no qualified Firms remaining, or the RFQu has been cancelled.

However, the City retains the right to take any lawful action under this section.

6.4. Best Value Analysis- See City Code of Ordinances, Section 35.12.

The following criteria will be used to select the proposal that will provide the best value to the City:

- a. Best value means the overall value to the City, in the City's sole and absolute discretion, as determined by consideration of the following:
 1. Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
 2. Ability to meet the minimum qualifications or requirements of the solicitation;
 3. Adherence to specifications, design, or the approach to the project or study, as applicable;
 4. The bidder or proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
 5. The bidder or proposer's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
 6. Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;
 7. Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
 8. Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
 9. Local preference pursuant to [section 35.14](#) of this Code;

10. The total cost of ownership of the products or services and their impact on the City's budget in future years.

b. Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a vendor not being awarded the project.

See City Code of Ordinances, [Section 35.12](#).

6.5. Selection and Award- Multi-Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Proposers; (d) request resubmissions from all Proposers; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option.

The City desires to make an award to one or more qualified Proposers.

6.6. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Consultants to present their proposal factors/technical solutions to the City's Evaluation Committee. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Consultant requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Consultants are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the Consultant's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section "Negotiations of Proposals and/or Cost Factors." Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Consultant's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Consultant's name, RFQu number, and item number. Failure of Consultant to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the Consultant's proposal. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

6.7. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (“NOIA”) on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City’s expected Contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, [Section 35.15.](#) and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Consultant(s), unsuccessful Consultant(s), and the reasons why any unsuccessful Consultants were not selected for contract award. NO CONSULTANT SHOULD ASSUME THAT PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONSULTANTS SHOULD FREQUENTLY CHECK THE CITY’S ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

7. Scoring Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Firm's Qualifications, Personnel & Experience See Tabs 1 & 2 in Section 3.3. Proposal Format	Points Based	20 <i>(20% of Total)</i>
2.	Project Understanding See Tabs 1 & 3 in Section 3.3. Proposal Format	Points Based	25 <i>(25% of Total)</i>
3.	Methodology/Approach/ Project Understanding/ Peer Review Experience See Tabs 1 & 3 in Section 3.3. Proposal Format	Points Based	35 <i>(35% of Total)</i>
4.	Relevant Project References See Tab 1 in Section 3.3. Proposal Format	Points Based	20 <i>(20% of Total)</i>

8. Contract Terms and Conditions

The Contract that the City expects to award as a result of this RFQu will be based upon the RFQu, the successful Proposer's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from from Attachments Section listed as **Attachment A – Sample Contract**. The "successful Proposer's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Proposer and any subsequent revisions to the awarded Proposer's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFQu, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the RFQu requirements or the Contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Proposer's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this RFQu. Proposers should plan on all expressed requirements within this RFQu and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFQu. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposers. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

Exception to Contract

By submitting a proposal, each Proposer acknowledges its acceptance of the RFQu specifications and the Contract terms and conditions without change. If a Proposer takes exception to a Contract provision or solicitation requirement, the Proposer must state the portion excepted, reason for the exception, and state the specific Contract language it proposes to include in place of the portion excepted. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFQu.

In the event the Proposer is selected for potential award, the Proposer will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Proposer. The City reserves the right to proceed to discussions with the next best ranked Proposer.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the RFQu may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the City, in its sole discretion, will be

rejected. If there is any question whether a particular Contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Proposer attached hereto), the RFQu (including any subsequent addenda and written responses to Proposers' questions), and the Proposer's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the RFQu.

(iii) Third, by giving preference to the specific provisions of the Proposer's Response, except that objections or amendments by a Proposer that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

8.1 Payment

To ensure proper payment the awarded Consultant must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the RFQu and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Consultant must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.

10. All invoices must be sent to: The Project Manager.

8.2 Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Consultant can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into the account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

9. List of RFQu Documents

The following documents are part of the RFQu. Please see **Section 3 – “Instructions to Proposers”** for instructions and **Section 10 - "Vendor Submission Requirements and Attestations"** on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer, Robyn Holder.

1. **Attachment A** - Sample Contract
2. **Mandatory Documents** - see requirements in Section 3 - "Instructions to Proposers," and the required attachments listed in Section 10 - "Vendor Submission Requirements and Attestations":
 - The Proposal Submittal (Proposer to provide), and
 - Proof that Consultant qualifies as a design criteria professional under section 287.055, Florida Statutes (Proposer to provide), and
 - Consultant’s General Information Worksheet, and
 - E-Verify Form, and
 - Non-Collusion Affidavit, and
 - Debarment Form, and
 - Lobbying Form, and
 - Copy of W-9 (Vendor to provide), and
 - Copy of Certificate of Insurance (Vendor to provide).

Electronic confirmation for the following forms:

- Code of Silence and Communication Document, and
- Contractor's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws. and
- Vendor Scrutinized Companies List Certification.

**All documents identified in this section as Mandatory must be uploaded or confirmed as part of the Proposer’s response. Failure to provide the required completed documents will result in the Proposer being deemed Non-Responsive.

10. Vendor Submission Requirements and Attestations

10.1. Mandatory Forms

*Proposal Upload**

*Response required

*Proof that Consultant qualifies as a design criteria professional under section 287.055, Florida Statutes**

*Response required

*Consultant's General Information Worksheet**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Consultant to perform the work required. The Consultant waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Consultant.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Please download the below documents, complete, and upload.

- [PSL- Consultant's General I...](#)

*Response required

*E-Verify Form **

Please download the below documents, complete, and upload.

- [E-Verify_Form.pdf](#)

*Response required

*Non-Collusion Affidavit**

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit-fil...](#)

*Response required

*Debarment Form**

Please download the below documents, complete, and upload.

- [Debarment_form-fillable.pdf](#)

*Response required

*Lobbying Form**

Please download the below documents, complete, and upload.

- [Lobbying_form-fillable.pdf](#)

*Response required

*Copy of W-9**

*Response required

*Copy of Certificate of Insurance**

*Response required

10.2. Electronic Confirmation

*Cone of Silence and Communication Document**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

Please confirm

*Response required

*Consultant's Code of Ethics**

The City of Port St Lucie (“City), through its Procurement Management Division (“Procurement Management Division”) is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Division requires each vendor who seeks to do business with the City to subscribe to this Consultant's Code of Ethics.

◆ A Consultant's bid or proposal will be competitive, consistent and appropriate to the bid documents.

- ◆ A Consultant will not discuss or consult with other Consultants intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Consultant will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Consultant will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Consultants prior to the bid or proposal closing date.
- ◆ Consultant will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.
- ◆ Consultant will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.
- ◆ Consultant will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Consultant will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Consultant will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Consultant contracted by the City.
- ◆ Consultant must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Consultant must require their suppliers (including temporary labor agencies) to do the same. Consultant must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to, the following:
 - o Obtaining and maintaining all required environmental permits. Further, Consultant will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - o Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Consultants. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Consultant Contract. In the case of any discrepancies between it and the law, regulation(s) and/or consultant contract, the law, regulatory provision(s) and/or consultant contract shall prevail.

Please confirm

*Response required

Drug Free Workplace*

The undersigned Consultant in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Please confirm

*Response required

Affidavit of Nongovernment Entity Anti-Human Trafficking Laws*

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder (“Entity”), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Please confirm

*Response required

Vendor Scrutinized Companies List Certification*

Sections [287.135](#) and [215.473](#), Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Please confirm

*Response required

*I certify that I have read, understood, and agreed to the terms outlined in this solicitation, including all Addenda, Notices, and the Question & Answer section.
Furthermore, I confirm that I am authorized to submit this response on behalf of my company.**

Please confirm

*Response required



QUESTION & ANSWER REPORT
RFQu No. 20250144
Independent Peer Review of Design Plans

RESPONSE DEADLINE: July 23, 2025 at 2:00 pm

Friday, January 9, 2026

Approved, Unanswered Questions

Approved, Answers Provided

1. No subject

Jun 26, 2025 10:39 AM

Question: Can the prime firm include subconsultants who are on current design contracts with the City?

Jun 26, 2025 10:39 AM

Answered by Robyn Holder: Yes, the prime firm can include subconsultants who are on current design contracts with the City. Any winning firm(s) will be required to provide and keep current an up-to-date list of possible Subconsultants. Any modifications or additions to the list of available subconsultants must be specifically requested by the Consultant prior to the initiation of any work by that subconsultant, agreed to by the City, and if applicable, documented in a task work order amendment signed by all parties. The City, at their discretion, can exclude any subconsultant from any task work order as needed.

Jul 8, 2025 2:11 PM

2. No subject

Jun 26, 2025 10:41 AM

Question: Will the winning firm be precluded from pursuing design projects during the contract term for this RFQ(20250144)?

Jun 26, 2025 10:41 AM

Answered by Robyn Holder: No, the winning firm(s) will not be precluded from pursuing design projects during the contract term for RFQ 20250144.

Jul 8, 2025 2:11 PM

3. No subject

Jun 26, 2025 10:41 AM

Question: Regarding the statement, “Qualified respondents shall not currently be under contract to provide design services for projects within the City”, does this include providing design services to private clients within the City boundaries?

Jun 26, 2025 10:41 AM

Answered by Robyn Holder: No, this does not include providing design services to private clients within the City boundaries.

Jul 8, 2025 2:11 PM