



CITY OF Boca Raton

PURCHASING DIVISION
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

Request for Proposal No. 2025-027-SS Jeffery Street Progressive Design-Build Project

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SECTION I GENERAL INFORMATION

1.1 DEFINITIONS

For this RFP, the below terms will be defined as follows:

“Agreement” shall mean the agreement between the City and Awarded Proposer that establishes the terms and conditions that will govern the work to be provided.

“Awarded Proposer” shall mean the Proposer selected by the City as a result of this RFP process.

“City of Boca Raton eSourcing Portal or eSourcing Portal” shall mean the electronic bidding platform software used by the City of Boca Raton.

“City or Owner” shall mean the City of Boca Raton, Florida.

“Design-Build Entity”: The person or entity who is identified in the Agreement and is referred to throughout the Agreement Documents. Design-Build Entity may mean the Design-Build Entity or its authorized representatives, as the context requires.

“Design Criteria Package (DCP)”: The performance-based project criteria prepared and sealed by a licensed design professional or the City pursuant to Section 287.055(9)(b), Florida Statutes. The DCP establishes the scope, performance standards, and requirements for the project and will be provided by the City as an exhibit to this RFP.

“Evaluation Committee” shall mean the team that will participate in the review, evaluation, and scoring of Proposals and subsequent evaluation processes, including demonstrations and reference checks.

“Minimum Qualification Requirements” shall mean the minimum requirements that a Proposer must meet to be deemed to be a Responsible Proposer, a complete list of which are included in Exhibit II to this RFP.

“Open Book Basis”: also referred to as "Open Book Contracting" is a standard industry term, particularly in the construction industry. It refers to a contractual arrangement where the contractor provides the client with full transparency into the project's costs, including but not limited to materials, labor, and any other project expenses.

“Part 1” shall mean the design and preconstruction portion of the Design Build process inclusive of all work necessary to progress the design to a completion level sufficient to develop a GMP for construction. This work shall commence as directed in the sample progressive Design-Build Agreement included in this solicitation.

“Part 2” shall mean the construction portion of this Design Build. After all the necessary work is completed and a GMP is developed the City may, at the direction of the City Council, enter into an Agreement amendment for construction.

“Project”: The comprehensive design, permitting, and construction services for the extension of Jeffery Street between NW 2nd Avenue and Dixie Highway as a new four-lane roadway segment, approximately 1,200 feet in length as specified in the Design Criteria package, which also includes the widening of the existing portion of Jeffery Street from two lanes to four lanes for approximately 1,000 feet west of NW 2nd Avenue, including a pedestrian underpass connecting the north and south sides of the proposed North Park project west of the Florida East Coast (FEC) Railway.

“Proposal” shall mean the package of materials and information that is submitted by a Proposer in response to this RFP.

“Proposer” shall mean a person or entity that submits a Proposal in response to this RFP.

“Rank” shall mean the position of a Proposer based on the tally of their Scoring Points. A rank of 1 represents the Proposal with the highest number of Scoring Points. A rank of 2 represents the Proposal with the next highest number of Scoring Points, and so on.

“Redacted Version” shall mean an exact replica of a Proposer’s Proposal with the provisions that are deemed “confidential” or “exempt” pursuant to Florida law redacted.

“Responsible Proposer” shall mean a person or entity that has the capability in all respects to perform fully the Agreement requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

“Responsive Proposer” shall mean a person or entity who has submitted a Proposal that conforms in all material respects to the requirements set forth in this RFP.

“Scoring Points” shall mean the points used by the Evaluation Committee to determine, score and rank how well a Proposal meets defined evaluation criteria.

“Subcontractor or Subconsultant” shall mean any individual, corporation, company, or other entity that contracts to perform work or render services to Awarded Proposer or to another subcontractor or subconsultant as part of the Agreement with the City.

“Submission Deadline” shall mean the date and time before which all Proposals must be submitted by Proposers to the City.

1.2 PURPOSE

This Request for Proposals (“RFP”) provides guidelines for the submission of Proposals from Proposers with the experience and qualifications required to perform the Scope of Services identified in Section II.

1.3 PROPOSALS SUBMISSION AND WITHDRAWAL

The City, through the issuance of this Request for Proposals, solicits Proposals from Responsible and Responsive Proposers. A Proposer may only submit one Proposal in response to this RFP. Multiple Proposals from same Proposer shall be cause for the City to reject all Proposals from that Proposer.

Proposers shall be subject to the provisions of Section 112.313, Florida Statutes, which addresses conflicting employment or contractual relationships with public officers, employees of agencies, and local government attorneys.

The City of Boca Raton shall not be held responsible for the content of RFP packages obtained from any third-party source nor will the City be responsible for providing addenda to potential Proposers who receive an RFP package from sources other than the City of Boca Raton Purchasing Division.

1.4 INSTRUCTIONS FOR SUBMISSION AND WITHDRAWAL OF PROPOSAL

The Proposal must be submitted electronically via the City's eSourcing Portal, located at <https://brpurch.ionwave.net/Login.aspx>.

The Proposal Bond must be submitted in accordance with Item 1.4.10.

- 1.4.1 In order to submit the Proposal electronically: (1) the Proposer must review all the Proposal documents; (2) all required RFP data/information must be added to the RFP documents and included forms; (3) an individual authorized to contractually bind the Proposer must sign all required RFP forms; (4) the entire Proposal, including all signed RFP forms must be scanned to PDF format to the eSourcing Portal pursuant to the directions in the eSourcing Portal.

Please note that the maximum file size is 100 MB for an uploaded file.

Proposers are strongly encouraged to read the Supplier Guides and Tutorials available in the City's eSourcing Portal well in advance of submitting a Proposal to ensure familiarity with the City's eSourcing Portal. The City shall not be responsible for a Proposer's inability to submit a Proposal by the Submission Deadline for any reason, including issues arising from the use of the City's eSourcing Portal.

- 1.4.2 Proposer shall use and submit any applicable or required forms provided by the City and attach the same to their Proposal as instructed in the solicitation documents. Failure to use the forms provided by the City may cause the Proposal to be deemed nonresponsive and rejected.
- 1.4.3 Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. A Proposer's Proposal shall be signed by an individual authorized by the Proposer to both execute such Proposal and to bind the Proposer. Proposals shall include an attachment evidencing that the individual submitting the Proposal does in fact have the required authority to bind the business entity.
- 1.4.4 All Proposals will become the property of the City of Boca Raton. In the event of an Agreement award, all work products produced by an Awarded Proposer under the Agreement shall become the exclusive property of the City.
- 1.4.5 Proposer's Proposal shall not contain any alteration to the RFP documents that were posted by the City other than entering data, information and signatures required by the RFP in the spaces provided for such data, information, and signatures, and by including attachments as necessary. By submission of an electronic Proposal, Proposer affirms that a complete set of RFP documents was obtained from the City's eSourcing Portal, and that Proposer made no alteration of any kind or nature to the RFP documents, expressly including, but not limited to, the sample progressive Design-Build Agreement, other than entering data, information and signatures required by the RFP or by including attachments as part of the RFP response.

- 1.4.6 Electronic submissions of a Proposal are only permitted to be upload prior to the Submission Deadline stated in the City's eSourcing Portal **Any attempt to upload a late Proposal at or after the time stated in eSourcing Portal will be automatically rejected by the system.**
- 1.4.7 Proposals will be publicly opened in the Purchasing Division Office, located at 201 W. Palmetto Park Road, 1st Floor, Boca Raton, FL 33432. Upon opening, Proposal are subject to public disclosure consistent with Florida Statutes 119.071.
- 1.4.8 A Proposer's Proposal uploaded shall be signed only by an individual authorized by the Proposer to both execute such Proposal and to bind the Proposer. The signature included shall be deemed an original signature, shall be binding on the Proposer, and shall be relied upon by the City as a document authorized by the Proposer for all purposes.
- 1.4.9 All Proposals shall be valid for a minimum period of one hundred and twenty (120) days from the RFP Submission Deadline to accommodate the evaluation and selection process.
- 1.4.10 **Proposal Bond**

A proposal bond in the amount of \$5,000 is required and must be submitted with each proposal response. The Proposal Bond form is provided as Attachment E.

Instructions for submission of original proposal bond:

Each proposal response shall be backed by an **original (wet signature)** proposal bond, issued by a surety authorized to transact business in Florida, or certified check, drawn upon any State or National bank in Florida, payable to the City of Boca Raton in the amount of \$5,000.00. A proposal bond that does not meet these requirements will not be deemed a minor irregularity as referenced in item 1-7 of Section I of this RFP. **Failure to provide an original proposal bond for the prescribed amount with Proposer's proposal response shall be grounds for rejection of the Proposal.**

If a proposal bond is submitted on a form other than that provided in Attachment E, such submission may result in the proposal response being declared non-responsive.

Proposer must submit their original proposal bond to the City in a sealed envelope, with; the solicitation number, solicitation title, and address listed on the envelope, by the solicitation due date and time. A date/time stamp will be placed on the sealed proposal bond envelope at time of receipt. Delivery location for proposal bond:

City of Boca Raton
RFP No. 2025-027-SS
Attention: Surendra Samlalsingh
City Hall / Purchasing Division
201 W. Palmetto Park Road Boca Raton, FL 33432

- i. Enter the building through the front entrance door (North side of City Hall Building).
- ii. Check in at the reception area and identify that you have a proposal bond for delivery to the Purchasing Division. A representative from the Purchasing

Division will be contacted to receive the proposal bond submittal or will already be at the reception area. The Purchasing Division representative will place a date/time stamp on your sealed proposal bond envelope to confirm receipt is prior to the closing date and time.

To request return of the Proposal Bond:

Upon written request the proposal bond will be returned to all Proposers except the top ranked Proposer, within **ten (10) calendar days** after the City and the Awarded Proposer have executed the Agreement, or if no Agreement has been awarded, **within one hundred and twenty (120) days** after the date of opening of proposal responses, or upon written request of Proposer at any time thereafter, so long as the Proposer has not been notified of acceptance of its proposal. A Written request to return the proposal bond shall be submitted to Surendra Samlalsingh through the following email address: Surendra.Samlalsingh@bocaraton-fl.gov. The proposal bond will be returned by U.S. mail upon request.

If the Awarded Proposer does not execute the Agreement, the proposal bond shall be paid to and retained by the City as liquidated damages. The Proposer agrees with the City that the amount of proposal bond fairly and reasonably represents the amount of damages the City will suffer due to the failure of the Proposer fulfilling his obligations required herein. The Proposer further agrees it will not seek a refund, not claim, controvert or contest the City's retention of the proposal bond.

1.4.11 Withdrawal of Proposal

Any Proposal may be withdrawn by a Proposer any time prior to the Submission Deadline. Any Proposal submitted to the City and not withdrawn prior to the Submission Deadline shall constitute an irrevocable offer to the City to provide the services set forth in the RFP and cannot be withdrawn. The Proposal, once opened, becomes a public record. In the event that a Proposer withdraws its Proposal after the Submission Deadline or declines to enter into an Agreement, the Proposer will be prohibited from submitting proposals or being awarded an agreement for services by the City for a period of two (2) years.

1.4.12 No Contingency Fee

By submitting a Proposal, Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award of an Agreement.

1.4.13 By submitting a Proposal, Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

1.4.14 The names of Proposers responding to the RFP will be made available on the Purchasing Division Web page <https://myboca.us/230/Purchasing-Division>.

1.4.15 This solicitation has A NON-MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE.

Please be aware that the City will use **“GoTo Meeting” to hold the PRE-PROPOSAL CONFERENCE, virtually, on the date and time specified in the “Activities” tab of the eSourcing Portal (Boca Raton, FL local time)**, which will be open for all interested parties to attend. City personnel will be on the virtual conference to answer questions and explain the intent of the Solicitation Documents. While attendance during this virtual Pre-Proposal Conference is not mandatory, all interested parties are strongly urged to attend.

Instructions for participating / joining the “GoTo Meeting” are provided in Exhibit CMT found in the Attachments Tab of the eSourcing Portal. Please review them in detail and in advance so there is no issue when joining the Pre-Proposal Conference.

1.5 CONFIDENTIAL DOCUMENTS OF THE PROPOSER

Any Proposer that wishes to invoke legal exemptions to disclosure for a part or parts of their Proposal RFP shall submit a version of the Proposal that redacts the part(s) that they believe are legally exempt from disclosure.

The redacted version of the Proposal shall meet the following requirements:

- It shall be clearly marked on the front page that it is the redacted version and shall be upload as a separate pdf file in the response attachments using the City's electronic eSourcing Portal.
- Proposal. The redacted portion(s) shall be “shaded out” or lined through.
- A cover sheet shall be included and uploaded with the redacted version that sets out the following:
 - The specific sections, parts and or pages of the Proposal that were redacted by Proposer; and
 - The specific statutory provision providing the applicable exemption for each redaction.
- All provisions that have been redacted shall meet and satisfy the requirements of the stated statutory exemptions.

The determination of whether the statutory requirements are met shall be made by the City, in its sole discretion.

If the Proposer elects not to submit a redacted version of their Proposal, their entire Proposal shall be considered a non-exempt public record according to Florida law.

1.6 INQUIRIES/ADDENDA

Interested Proposers may submit questions via the City's eSourcing Portal or may contact the Purchasing Division for further instructions at 561-393-7871.

It is the sole responsibility of the Proposer to notify the Purchasing Division in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. A request for clarification, modification, interpretation, or changes must be received prior to the “Last Day for Questions” as indicated in the Event Details Tab of the eSourcing Portal, as may be amended by the City. Requests received after this date will not be addressed. Clarifications, modifications, interpretations, and changes will only be made by the issuance of official addenda. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Proposers, explanations, and addenda from the City, shall be communicated via the eSourcing Portal. All

addenda shall be a part of the RFP, and each Proposer will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Proposer to read and comprehend all addenda issued.

As stated above, the issuance of addenda is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the City. It shall be the responsibility of each Proposer, during and prior to RFP submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <http://www.myboca.us/757/Bid-Opportunities> or contact the Purchasing Division at 561-393-7871 to determine if addenda were issued and to obtain such addenda from the Purchasing Division Online eSourcing Portal.

Addendums will be issued by the City via the City's eSourcing Portal via the "Attributes" tab that may modify the RFP or clarify the intent or requirements of the RFP. Any oral instructions or explanation provided by City employees regarding the RFP will not be binding upon the City and should be disregarded.

The City will make every effort to notify registered Proposers by e-mail that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential Proposers who receive an RFP package from other sources.

All addenda issued by the City must be individually acknowledged in the "Attributes" tab of the eSourcing Portal and will be part of the submitted Proposal.

1.7 DOCUMENTS TO BE SUBMITTED

Section IV of this RFP (Instructions for Preparing Proposal) provides guidance on the documents to be submitted in response to this RFP, including but not limited to the City provided forms in the eSourcing Portal.

Each Proposal must include all the documents/forms required by this RFP in order to be considered responsive. However, in the event a form(s), a portion(s) of a document, or other information is omitted from a Proposal, the City reserves its right to waive the omission as a minor irregularity and request the Proposer to submit the omitted information. The City also may request clarification from a Proposer. If a Proposer fails to timely provide the omitted information requested by the City, the Proposer's Proposal may be deemed non-responsive, and the Proposer may be eliminated from further consideration.

Poor formatting, poor documentation, and/or incomplete or unclear information may adversely impact the evaluation of a Proposal, including the Proposal being considered non-responsive.

1.8 EVALUATION AND SELECTION PROCESS

Evaluation of Proposals will be conducted by an evaluation committee of City staff as fully detailed in Section III of this RFP.

1.9 AGREEMENT AWARD

The City anticipates entering into an Agreement with a single Proposer that is deemed to be most qualified in accordance with the Evaluation Criteria enumerated in Section III of this RFP.

Proposer understands and agrees that this RFP does not constitute an offer or an agreement with the City.

Award recommendations shall be subject to the approval of the City Manager, City Manager's designee or City Council as provided for in the City's Code of Ordinances. Award recommendations are to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of not less than three business days prior to making the award.

An Agreement shall not be deemed to exist and is not binding until Proposals are reviewed and accepted by appointed staff, the most advantageous Proposal has been identified, negotiations with the Proposer has been authorized by the appropriate level of authority within the City, and an Agreement has been executed by the parties and approved by the appropriate level of authority within the City. A sample progressive Design-Build Agreement is attached to this RFP as Exhibit I.

The executed Agreement shall be in substantial conformance with the sample progressive Design-Build Agreement.

1.10 PROPOSAL PRODUCTION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a Proposer's Proposal in response to this RFP. Proposers should prepare their Proposal simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1.11 TIMETABLES

The City and Proposers shall adhere to the timelines specified in the "Event Details" tab of the eSourcing Portal for all actions concerning this RFP.

The City of Boca Raton Purchasing Division website and "Messages" tab of the eSourcing Portal will be used for meeting notices.

1.12 DELAYS

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify Proposers of such changes via the City of Boca Raton eSourcing Portal at <https://brpurch.ionwave.net/Login.aspx>.

1.13 NEWS RELEASES

The Proposer shall obtain the prior approval of the City Manager's Office or designee of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates generated by the Proposer or its agents, shall not use the City seal unless approved in advance by the City Council. This will be coordinated with the City's project manager.

1.14 LICENSES AND CERTIFICATIONS

Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida for the type of work to be performed at the time that Proposer submits a Proposal. The Proposal from any Proposer that is not fully licensed and certified shall be rejected.

1.15 CODE OF ETHICS / CONE OF SILENCE

If any Proposer violates or is a party to a violation of the Code of Ethics of Palm Beach County and/or the State of Florida with respect to this RFP, such Proposer may be disqualified from performing the Work described in this RFP or from furnishing the goods or services for which the RFP is submitted and shall be further disqualified from proposing on any future RFPs for Work or for goods or services for the City of Boca Raton for a minimum period of three (3) years. Copies of the City, Palm Beach County and State Ethics Codes are available at the Office of the City Clerk, City of Boca Raton, 201 West Palmetto Park Road, Boca Raton, Florida.

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 [excluding Section 2-355, Cone of Silence] of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. The complete Palm Beach County Lobbyist Registration Ordinance may be found on the Palm Beach County Ethics website at <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

For City initiated solicitations, such as this one, the City has adopted a Cone of Silence that is set out in Section 12-109 of the City's Procurement Code, which must be adhered to.

Cone of Silence. This RFP is subject to the City's Cone of Silence as enumerated in Section 12-109. Cone of Silence.

(1) Scope of application.

- (a) The cone of silence applies to any respondent participating in a particular City-initiated Procurement Activity, and prohibits any communication, except for written communications, between such respondent and:
1. any Council Member or Council Member's staff;
 2. the City Manager or City Manager's staff involved in that particular City-initiated Procurement Activity;
 3. any Selection Committee member; or
 4. any City employee authorized to act on behalf of the City Council to award a contract related to that particular City-initiated Procurement Activity.

- (b) The Cone of Silence shall not apply to any proposal or procurement activity that is not solicited or initiated by the City.

(2) Conditions for commencement; limitation.

- (a) The cone of silence associated with a particular City-initiated Procurement Activity shall take effect only if and when both of the following conditions have been met:
1. the City has officially established and publicized a deadline for submitting responses to that particular City-initiated Procurement Activity (specifying

an exact date and time when responses must be received by the City);
and

2. such deadline for submitting responses has passed.

(b) No other actions, events, or circumstances shall be construed as initiating or commencing the cone of silence, which shall apply exclusively to the City-initiated procurement activities specified herein.

(3) Duration and termination. The cone of silence shall remain in effect from the time it commences in accordance with subsection (2)(a) until one of the following occurs with respect to the particular City-initiated Procurement Activity.

(a) the City makes a final determination regarding the matter;

(b) the City rejects all responses;

(c) the City takes action that ends the City-initiated Procurement Activity; or

(d) the response is withdrawn by a respondent, in which case the cone of silence is terminated only with regard to that respondent.

(4) Permitted communications. The cone of silence shall not apply to the following:

(a) any written communication;

(b) any communication with regard to a City-initiated procurement activity that is exempt from, or otherwise not subject to, the competitive procurement requirements of the Procurement Code;

(c) any communication during a Selection Committee meeting;

(d) any communication during contract negotiations between any City employee and the intended awardee;

(e) any communication during a City Council meeting or other public meeting; or

(f) any communication during a protest hearing or a dispute resolution process initiated after the filing of a protest.

(5) Notice of cone of silence requirements. Each City-initiated Procurement Activity shall include notice of the cone of silence requirements and refer to this section. This notice is provided for convenience only, and the absence of such notice in no way negates or diminishes the applicability of the cone of silence requirements as set forth in this section, nor does it affect the validity or effectiveness of the City-initiated procurement activity itself.

(6) Contracts voidable. Any contract entered into in violation of this section shall be voidable by the City, based upon a determination that the violation had a material impact on the result of the City-initiated Procurement Activity.

(7) Conflict with County Cone of Silence.

- (a) This section is adopted in express conflict with and overrides the cone of silence provisions of Section 2-355, Palm Beach County Code of Ordinances. Therefore, pursuant to Section 1.3 of the County Charter and County Ordinance No. 2011-039, the County's cone of silence provisions shall have no effect within the City of Boca Raton.
- (b) Notwithstanding Section 2-355, Palm Beach County Code of Ordinances, during the period that the cone of silence is in effect, the City may require verbal clarifications essential for the ongoing evaluation of a City-initiated Procurement Activity from any respondent. Such verbal communications, when required by the City under this section, are mandatory for a respondent's continued participation in the procurement process; failure to comply will render the respondent's submittal non-responsive and subject to disqualification

1.16 LOBBYIST REQUIREMENTS

Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), of the Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and/or the City Council, or any member thereof.

Information on lobbyist registration can be found at:

http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Regulations.aspx

1.17 LEGAL REQUIREMENTS

Proposer shall comply with applicable provisions of all:

- Federal laws and regulations,
- State of Florida laws and regulations,
- Palm Beach County laws and regulations,
- City of Boca Raton Code of Ordinances, rules and regulations, and
- The City of Boca Raton Procurement Code. A copy of the Procurement Code is available for your review at <https://www.myboca.us/DocumentCenter/View/38084/Procurement-Code-with-Ordinances-862025-includes-attached-Ordinances-PDF-?bidId=>

Lack of knowledge of any such provision, by any Proposer, shall not constitute a cognizable defense against the legal effect thereof.

1.18 DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace (DFW) programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1.19 PROCUREMENT CODE

This Proposal is governed by the City of Boca Raton Procurement Code. A copy of the Procurement Code is available for your review at <https://www.myboca.us/DocumentCenter/View/38084/Procurement-Code-with-Ordinances-862025-includes-attached-Ordinances-PDF-?bidId=>

1.20 DEVIATIONS

Deviations in the Proposal from the requirements of this RFP may result in disqualification of the Proposal.

If a Proposer feels that a particular term or condition within the Agreement is legally deficient or makes the provision of the Services impracticable, Proposer shall submit a request for clarification in accordance with the provisions of this RFP. The City may, in its sole discretion, elect to issue an addendum amending the Agreement to address the issue or respond that the Agreement shall remain in the form included.

Proposers shall include in their Proposal any and all modifications they wish to request that the City agree to be made in the sample progressive Design-Build Agreement. The City will have the sole discretion whether to make such modification to the Agreement. The City may agree to such modification if in the City's opinion such modification is reasonable, justifiable and serves the best interest of this RFP and of the City. If a Proposer's Proposal does not request any modification to the sample progressive Design-Build Agreement, no changes may be requested by Proposer thereafter.

By submitting a Proposal to this RFP, Proposer acknowledges and agrees that it shall adhere to all terms and conditions of the sample progressive Design-Build Agreement. Refusal to execute the Agreement in the form included in this RFP, inclusive of any amendments issued by the City through an Addendum hereto, shall result in the disqualification of Proposer.

1.21 PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. By submitting a Proposal, Proposers, if Awarded Proposers, agree to comply with Section 119.0701, Florida Statutes. Specifically, the Proposers shall and agree to:

1. Keep and maintain all public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposers additionally agree to comply specifically with the provisions of Section 119.0701, Florida Statutes.
2. Upon request from the City's custodian of public records, provide the City 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 that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
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 Agreement term and following completion of the Agreement until the records are transferred to the City.
4. Unless otherwise provided by law, all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement, are and shall remain the property of the City.

5. Upon completion or other termination of the Agreement transfer, at no cost, to the City all public records in possession of the Proposer. When Proposer transfers all public records to the City upon completion of the Agreement, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. In addition to maintaining the records pursuant to this section, provide to the City all records that were stored electronically by the Proposer, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
7. Any compensation due to the Proposer shall be withheld until all records are received as provided herein.
8. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

The failure of an Awarded Proposer to comply with all provisions in this Paragraph, or to comply with the City's request for records, shall constitute a default and material breach of the Agreement, and the City may, in its discretion, pursue any and all remedies against the Proposer provided for under the Agreement or at law.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@BOCARATON-FL.GOV, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

1.22 PUBLIC ENTITY CRIMES

Proposers shall comply with the applicable portions of Section 287.133(2)(a), Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

By submitting a Proposal, the Proposer certifies that it is qualified under Section 287.133(2)(a), Florida Statutes, to provide the services set forth in the Proposal.

1.23 SCRUTINIZED COMPANIES CERTIFICATION

A. Pursuant to Section 287.135, Proposer is ineligible to and may not, bid on, submit a proposal for, enter into, or renew a Contract for goods or services in excess of one million dollars if:

1. Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Terrorism Sectors List (as identified in Section 215.473, Florida Statutes);
2. Proposer engages in business operations in Cuba or Syria; or
3. Proposer is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. Upon submitting its Proposal, Proposer shall certify compliance with section 287.135, Florida Statutes, by executing the Proposer Certification regarding Scrutinized Companies, which is included in the RFP Forms and Certificates. The City reserves the right to terminate any contract in which a Proposer provides a false certification or otherwise violates Section 287.135, Florida Statutes.

C. Proposer shall notify the CITY if, at any time during the term of this Contract, Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List, or that Proposer is engaged in a boycott of Israel. Such notification shall be in writing and provided by Proposer to the CITY within ten (10) days of the date of such occurrence.

D. In the event the CITY determines, using credible information available to the public, that Proposer has submitted a false certification or Proposer is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the CITY may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Proposer, pursuant to Section 287.135, Florida Statutes. In addition, the CITY may pursue any and all other legal remedies against Proposer.

E. Proposer shall not seek damages, fees, or costs against the CITY in the event the CITY terminates the Contract pursuant to this provision.

1.24 E-VERIFY

Should Proposer become an Awarded Proposer, by entering into the Agreement, the Awarded Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of the Agreement, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the Agreement is terminated for a violation of the statute by the Awarded Proposer, the Awarded Proposer may not be awarded a public contract for a period of 1 year after the date of termination. Should an Awarded Proposer violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City resulting from the termination of the Agreement.

1.25 FOREIGN GIFTS AND CONTRACTS

Pursuant to Section 286.101, Florida Statutes, any bidder or Proposer shall disclose in its response to the City as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any Proposer/bidder who fails to make such disclosure shall be disqualified and may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation. By submitting its Proposal, Proposer represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed to the City before submission of its proposal, such interests, contracts, grants, or gifts and it will remain in compliance with Fla. Stat. §286.101 for the duration of the Agreement.

1.26 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-section 287.138(1)(a)), (b) full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or (c) with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

To the extent that access will be given to an individual's personal identifying information, the Proposer shall, concurrent with the submission of its Proposal, execute the Affidavit regarding Entities of Foreign Countries of Concern, which is included in Attachment F-1 hereto. The CITY reserves the right to terminate the Agreement in the event the Proposer has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

1.27 NONCOERCIVE AFFIDAVIT

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing, or extending a contract with the CITY to execute the required City affidavit attesting that vendor does not use coercion for labor or services. The Proposer shall execute and submit the Affidavit, which is included in F-2 hereto with its Proposal. The City shall have the right to terminate the Agreement for its convenience if the Proposer is placed on the Forced Labor Vendor List as provided in Section 287.1364, Florida Statutes.

1.28 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS.

In accordance with the applicable portions of Section 287.05701, Florida Statutes, for any solicitation for the procurement of commodities or contractual services, the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and the City may not give preference to a vendor based on the vendor's social, political, or ideological interests.

1.29 POLITICAL CAMPAIGNS

Throughout the period between issuance of the solicitation and final award or execution of a resulting contract, respondents to this solicitation shall comply in all respects with any and all applicable provisions of the Florida Election Code, the Florida Code of Ethics, and the Palm Beach County Code of Ethics, as they relate to participation in or contributions to political campaigns for City elective office. A substantially similar provision will also appear in any resulting agreement. The City reserves the right to disqualify any respondent, or to terminate any resulting agreement, if it determines that a violation of these provisions occurred during the solicitation process.

1.30 INSURANCE (Refer to Article 16 from Sample Progressive Design-Build Agreement)

If awarded an Agreement, during performance under the Agreement, an Awarded Proposer shall maintain the insurance policies enumerated in the sample progressive Design-Build Agreement. In the event the Proposer is a governmental entity, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies, or capabilities may be grounds for rescission of any awarded Agreement. The insurance policy coverage specified in the sample progressive Design-Build Agreement shall remain in effect for the entire term of the Agreement. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Proposer shall notify the City within thirty (30) business days with written notice of such to the City's Risk Management.

1.31 ADDITIONAL INFORMATION

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to meet the needs of the City more fully. This includes information which indicates financial resources as well as the ability to provide and maintain the Services. Moreover, the City reserves the right to conduct investigations into the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Boca Raton Police Department.

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SECTION II SCOPE OF SERVICES

2.1 BACKGROUND INFORMATION

The City of Boca Raton (City) is an oceanfront community located in southeast Florida, specifically the southernmost city within Palm Beach County, about 20 miles south of Palm Beach and 15 miles north of Ft. Lauderdale. The City is governed by a five-member Council of elected officials. The mission of the City is to responsibly provide outstanding services to enhance its unique quality of life.

The City is soliciting Proposals from qualified Design-Build Entities for the extension of Jeffery Street. The project includes the design coordination of a new four-lane roadway segment approximately 1,200 feet in length from NW 2nd Avenue to Dixie Highway (under a separate contract), and the design and construction of the widening of approximately 1,000 feet of existing roadway from two lanes to four lanes. A new railroad crossing at the Florida East Coast (FEC) Railway, which parallels Dixie Highway, is a required component of the project. The improvements will complete a critical missing link in the 8.5-mile east-west corridor known as Clint Moore Road, enhancing connectivity from US-1 in eastern Boca Raton to US-441 in western Boca Raton. The Design Criteria Package (DCP) for the project is attached hereto as Exhibit III. The City is committed to the environment and interested in utilizing the best practices within its limits with sustainable features. The Services may be phased with a goal of minimizing the impact on City services that are provided at the time the Services are performed.

All designs shall conform to the stipulations set forth in the DCP.

2.2 SCOPE OF WORK

The Awarded Proposer shall be responsible for furnishing all professional services, labor, materials, equipment, supervision, and incidentals required to design, permit, and construct the following (Collectively, the "Project") as more particularly described in the DCP:

- Coordinate construction activities with the construction of approximately 1,200 feet of new four-lane roadway from NW 2nd Avenue to Dixie Highway.
- Widening of approximately 1,000 feet of existing Jeffery Street from two lanes to four lanes.
- Design and construction of a new at-grade railroad crossing over the Florida East Coast (FEC) Railway, meeting all FEC engineering and safety standards.
- Coordination with the FEC Railway and applicable regulatory agencies for crossing approval, permits, and inspections.
- Compliance with all Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.
- Drainage, lighting, signage, striping, sidewalks, signalization (if required), and all other ancillary roadway improvements.
- All necessary geotechnical investigations, subsurface utility engineering, survey, traffic studies, and permitting services.

Services shall be delivered via a progressive design-build delivery method with two (2) distinct parts. Part 1 will encompass Design and Pre-Construction, and Part 2 will encompass Construction.

2.2.1 Part 1 – Design and Pre-Construction

In this phase the Awarded Proposer shall assist the City in determining the final site plan and design of the Project. Part 1 will include development of 100% design of the Project – including all site plan documents, design documents, and obtaining all necessary, and related, City of Boca Raton approvals, including any text amendments. The deliverables for Part 1 will include all geotechnical engineering, surveys, site plan, all final design/engineering activities, complete specifications, 90% construction drawings (including approval for the FEC track work), cost estimates throughout design development, community outreach, meetings with City Staff, and presentations to City Council.

For Part 1, the Awarded Proposer will develop a Guaranteed Maximum Price (GMP) for the construction of the Project. Development of the GMP by the Awarded Proposer will use an “open book” method, including competitive proposals from qualified subcontractors and vendors.

The following is a general overview of the responsibilities of the Awarded Proposer and the City during Phase 1. The responsibilities will be more particularly described within the progressive Design-Build Agreement between the Awarded Proposer and the City.

Awarded Proposer (“Design-Builder”)

- Perform Project management activities in accordance with the progressive Design-Build Agreement.
- Develop the Project execution plan, including Project schedule.
- Perform site investigations.
- Identify any concerns and provide solutions.
- Produce the Basis-of-Design Report.
- Prepare all technical components for reports and submittals necessary to obtain final permits.
- Perform all studies to support design and cost estimating
- Develop and finalize design (including preparing and submitting intermediate design review packages) for the purposes of obtaining design and site plan approvals from the authorities having jurisdiction.
- Develop construction documents and value-engineering activities in coordination with the City. Documents will include but are not limited to, drawings, lists, and technical specifications completed to 90% percent level of completion.
- Submit any necessary text amendments to the City and obtain necessary approvals.
- Submit any necessary design and site plan applications to the City and obtain necessary development approvals.
- Identify Project permitting requirements and initiate required permitting activities.
- Support community outreach and engagement activities, attend City Council meetings to provide input regarding technical components of the Project.

- Attend regular meetings with the City on a mutually agreed upon schedule to communicate objectives, report on schedule and progress, discuss and resolve issues, obtain clarifications and approvals, etc.
- Prepare a project cost model, in a format established by the City, and provide detailed cost estimates as the design and design alternatives are advanced.
- Develop plans for landscape, irrigation, and pedestrian lighting to meet the elements set forth in the City's Complete Street Policy
- Develop a plan, to the extent possible, that meets the needs of all road users.
- Develop procurement documents for solicitation of competitive prices from suppliers and subcontractors.
- Submit a GMP or lump-sum price for Part 2 - Construction, with the understanding that the pricing shall be subject to review on an Open-Book Basis.
- Enter into negotiations with the City to establish final scope for Phase 2 and a GMP or lump sum price to permit and construct the Project. Based upon successful negotiations, execute an amendment to the progressive Design-Build Agreement with the City to perform Phase 2 - Construction.

City of Boca Raton

- Provide funding for the Project.
- Timely reviews of materials provided by the Design-Builder.
- Provide access to the Project sites.
- Lead community outreach and engagement activities.
- Support coordination with the: FEC, FDOT, County, SFWMD, Brightline, and the Beach & Park District

2.2.2 Part 2 – Construction

The GMP that is agreed upon by the Awarded Proposer and the City at the conclusion of Part 1 will serve as the basis for Part 2 – Construction. The City will seek authorization from the City Council for the GMP and to execute an amendment to the progressive Design-Build Agreement (or a separate GMP Construction Agreement). The City reserves the right to reject the GMP and may determine, in its sole discretion, that it is not in the public interest or the best interests of the City to continue with Part 1 GMP negotiations, or to move forward to Part 2 of the Project, or to execute an amendment to the progressive Design-Build Agreement (or a separate GMP Construction Agreement). In the event of a rejection, the City will be liable for costs incurred to date.

The following is a general overview of the responsibilities of the Awarded Proposer and the City during Part 2. The responsibilities will be more particularly described within the amendment to the progressive Design-Build Agreement (or separate GMP Construction Agreement) between the Awarded Proposer and the City.

Awarded Proposer (“Design-Builder”)

- Perform Project management activities in accordance with the progressive Design-Build Agreement.
- Complete and submit the final (100%) construction documents for purposes of obtaining necessary building permits for construction.
- Secure all necessary permits, including building permits.
- Procure all labor, materials, equipment, and subcontractors necessary to complete the construction of the Project.

- Complete construction of the Project.
- Install landscape, irrigation and pedestrian lighting to meet the elements set forth in the City's Complete Street Policy
- Supervise subcontractors and all team members.
- Coordinate with the City and all utility providers for supply of power, telecommunications, sanitary, potable water, and any other utility within the corridor.
- Maintain control of and secure Project site.
- Implement Project health and safety practices.
- Ensure that at all times vehicles and pedestrians are blocked from crossing the railroad tracks until the FEC approves and the FDOT issues a permit to allow crossing of the railroad tracks.
- Ensure that, at all times, vehicles and pedestrians are blocked from crossing the railroad tracks at a location that FEC approves and the FDOT issues a permit to dis-allow crossing of the railroad tracks.
- Implement quality-management procedures.
- Complete Project documentation, including all records and as-built drawings.
- Provide warranty coverage.
- Attend regular meetings with the City on a mutually agreed-upon schedule to communicate objectives, report on schedule and progress, discuss and resolve issues, obtain clarifications, etc.
- Adhere to all permit requirements.

City of Boca Raton

- Provide funding for the Project.
- Provide access to the Project sites.
- Timely reviews of materials provided by the Design-Builder.
- Lead community outreach and engagement activities.

The preliminary list of responsibilities is not intended to describe all anticipated risks and responsibilities for the Project. As current Project development activities progress, the risk allocation may be expanded and revised as necessary to refine the City's approach to risk, and to ensure the most appropriate allocation of risk between the parties to the progressive Design-Build Agreement. A Sample progressive Design-Build Agreement containing the contractual terms and conditions and other provisions is attached to this RFP as Exhibit I.

2.3 CODES, STANDARDS, AND REGULATIONS

The Awarded Proposer will complete the Project in conformance with all codes, standards and regulations identified in the DCP.

2.4 COST CONTROL & GUARANTEED MAXIMUM PRICE (GMP).

The Awarded Proposer will work under a GMP for this project. The GMP will be based on the final Part 1 pre-construction cost estimate and will include contractor fees, overhead, and contingencies. The Awarded Proposer shall maintain detailed cost tracking for the Project. The City of Boca Raton's estimated budget for the Project is \$10 Million. The Project budget may be amended based on the work completed by the Beach & Park District contractor, including but not limited to the roadway section

between 2nd Ave and the western FEC right-of-way limit, including the underpass (Beach & Park District project name North Park).

2.5 DELIVERABLES

Deliverables shall include but are not limited to:

- Conceptual, preliminary, and final construction plans.
- A permitting matrix and coordination schedule.
- Construction schedule and cost control documentation.
- As-built drawings and close-out documentation.

2.6 COMPENSATION

The project will be authorized under the Agreement. Compensation will be negotiated with the Awarded Proposer as referenced in Exhibit I, "Sample progressive Design-Build Agreement".

2.7 PERMITTING RESPONSIBILITIES

The Awarded Proposer shall be responsible for identifying, applying for, obtaining, and paying all costs associated with all permits and approvals required for the design and construction of the project, with the exception of permit fees waived by the City.

The permitting process shall include, but is not necessarily limited to, coordination with and approvals from the following agencies and entities (City to complete this list as applicable):

The Awarded Proposer shall prepare and maintain a permitting matrix detailing each required permit, issuing agency, required submittals, timelines, and responsible parties.

Note: The City will coordinate with the Florida East Coast (FEC) Railway and its governing authorities to facilitate authorization for the railroad crossing. However, the Awarded Proposer shall be responsible for providing any necessary design, technical support, and documentation as required by FEC and for incorporating all FEC design standards into the crossing.

2.8 Location of Work

The project, located at the intersection of Jeffery Street and NW 2nd Avenue, includes the design and construction of a new four-lane roadway segment from NW 2nd Avenue to Dixie Highway, the widening of approximately 1,000 feet of existing roadway, and a new railroad crossing at the Florida East Coast (FEC) Railway, which parallels Dixie Highway.

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SECTION III EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA

The City's Evaluation Committee will evaluate Proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the Proposals, and the resulting negotiated agreement. The City's decisions will be final.

The City may use two phases if applicable.

Phase I – The Evaluation Committee will shortlist no fewer than three Proposers (assuming there are a minimum of three Responsive and Responsible Proposers). By consensus, the committee will establish a listing of the short-listed Proposers. In the event that less than three proposals are received, all Responsive and Responsible Proposers will move forward to Phase II (if applicable). Evaluation will include but not be limited to statements of qualifications and performance data as submitted in the Proposal document to obtain the short-list. The Evaluation Criteria used will be the same for both Phase I and II.

Phase II – If applicable, Proposers identified by the Evaluation Committee will conduct discussions and may schedule presentations with the short-listed entities and will evaluate the short-listed entities and identify in order of preference. Each short-listed entity is in equal standing at the beginning of the Phase II Evaluation.

EVALUATION CRITERIA FOR SHORT-LISTED ENTITIES

Evaluation Criteria	Points Possible	Point Calculations
Qualifications and Experience (Primary Entity & Sub Consultants)	35	Excellent = 30-35 points Good = 20-29 points Fair = 10-19 points Poor = 0-9 points
Understanding of scope of services, approach, methods & technical compliance to the RFP/City Master Agreement	30	Excellent = 25-30 points Good = 16-24 points Fair = 6-15 points Poor = 0-5 points
Willingness to meet time requirements, budget requirements and quality control	10	Excellent = 9-10 points Good = 5-8 points Fair = 3-4 points Poor = 0-2 points
Project team organization & certified MBE status	15	Excellent = 12-15 points Good = 8-11 points Fair = 4-7 points Poor = 0-3 points
Location	10	Excellent = 9-10 points Good = 5-8 points Fair = 3-4 points Poor = 0-2 points
Total Points	100	

Each Evaluation Committee member will award points according to the evaluation criteria for the short-listed entities. The points indicated as points possible are the maximum that may be awarded for each evaluation category. The points awarded for each Category will be totaled to achieve the total points awarded to each Proposer. The Proposer with the greatest cumulative of total points will be ranked 1, the next greatest total points will be ranked 2, etc.

A 1 ranking is one point; a 2 ranking is two points, etc. The individual ranking points from each Evaluation Committee member will be tabulated to arrive at the overall Evaluation Committee ranking.

The Proposer with the lowest total of ranking points will be the #1 ranked Proposer, the next lowest will be #2, etc. The Evaluation Committee tabulation of the ranking points shall be the basis for determining the ranking order of the Proposers and establishing the order of preference.

In the event a tie occurs for the top ranked position, the Evaluation Committee will rescore using the following method. The tie entities will be individually re-ranked (1, 2 etc.) based on the total of points awarded by each Evaluation Committee member. The re-rankings for the tie entities in question will be based on the total Evaluation Committee points for each tied entity and will be tabulated to determine the final ranking order. The tie Proposer with the highest grand total of points by the Evaluation Committee will become the #1 ranked Proposer.

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SECTION IV INSTRUCTIONS FOR PREPARING PROPOSALS

4.1 PROPOSAL INSTRUCTIONS

In preparing a Proposal, Proposer should assume that the City has no previous knowledge of their services or capabilities.

All Proposers should utilize the file format identified for each response attachment.

All Proposers should submit all response attachments, and any additional attachments listed, in the response attachments tab of the eSourcing Portal.

Poor formatting, poor documentation, and/or incomplete or unclear information may adversely impact the evaluation of a Proposal, including being considered non-responsive.

All Proposers are cautioned to carefully review their submittal to ensure that a complete and comprehensive response has been provided for all questions asked. These responses will be read and evaluated by the evaluation committee.

All Proposers are responsible for verifying that their correct file(s) have been uploaded and attached for each applicable Response Attachment listed.

4.2 ELECTRONIC FORMS FOR SUBMISSION OF PROPOSAL

Forms have been provided that replicate the form fill documents available in the eSourcing Portal. The file names for these “form fill” documents are listed below and are to be obtained in the eSourcing Portal under “Attachments” of RFP 2025-027-SS at: <http://www.myboca.us/759/Supplier-Login>.

4.3 RESPONSE DOCUMENTS & ATTACHMENTS

The screenshot displays the eSourcing Portal interface for a specific bid. It features a table with the following information:

Bid Number	Request for Proposal (Request for Proposal Sample)
Close Date & Time	07/27/2025 04:00:00 PM (ET)
Bid Duration	0 minutes
Response Status	NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.

Below the table is a horizontal navigation bar with five tabs: "Event Details", "Invitations", "Attachments", "Response Attachments", and "Response Submission". The "Attachments" and "Response Attachments" tabs are circled in red, indicating they are the focus of the instructions.

All Proposers must review the files provided in the Attachments section of the eSourcing Portal at <http://www.myboca.us/759/Supplier-Login>.

Attachments are to be filled out and completed by each Proposer and submitted as its Proposal, along with any additional documents identified. Any supplemental documents from a Proposer that are included with the attachments are to be submitted (uploaded as an attachment) based on the instructions provided in the applicable attachment.

All Proposers are to submit (upload as attachment) the specified documents listed in the “Response Attachments” Tab of the eSourcing Portal. Each request for an attachment will include a description and instructions regarding the document to submit.

RFP submission shall be in accordance with Item 1.4.