



# CITY OF Boca Raton

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

## **Request for Proposal** **No. 2026-006-NP** **Old Floresta Infrastructure Upgrade**

---

### Table of Contents

Section I - General Information  
Section II - Statement of Work  
Section III - Evaluation of Proposals  
Section IV - Instructions for Preparing Proposal

#### Attachments

Attachment A: Proposal Response Form  
Attachment B: Reference Form  
Attachment C: RFP Forms and Certificates  
Attachment D: Minimum Qualification Submittal  
Attachment E: Price Proposal Form

#### Exhibits

I – Bond  
II – Contract  
    ➤ Special Provisions  
    ➤ General Conditions  
II-A Technical Specifications  
    (Separate TOC listed in the Technical Specifications)  
II-B Drawings  
    (Separate TOC listed in the Drawing Index)  
III – Confidential Documents – Redacted Version of Proposal Cover Sheet  
CMT - Purchasing Division Virtual Public Meeting Procedures

**GENERAL INFORMATION  
SECTION I  
RFP NO. 2026-006-NP**

**1.1 DEFINITIONS**

For the purposes of this Request for Proposal (“RFP”), and the resulting contract, the following terms will have the definitions listed:

“Awarded Proposer” shall mean the Proposer selected by the City of Boca Raton (“City” or “Owner”) as a result of this RFP process. The Awarded Proposer may also be referred to as the Construction Manager, Contractor and/or Consultant within this RFP and the sample contract.

“City of Boca Raton eSourcing Portal or eSourcing Portal” shall mean the electronic bidding platform software used by the City, managed by IonWave Technologies, Inc.

“Contract” shall mean the contract between City and Awarded Proposer that establishes the terms of the agreement between the City and the Contractor.

“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. The Evaluation Committee may be comprised of voting and non-voting members.

“Proposal” shall mean the package of materials and information 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.

“Redacted Version” shall mean an exact replica of the original proposal response with the provisions that are not intended to be disclosed to others blacked out.

“Responsible Proposer” shall mean a person or entity who has submitted a Proposal and demonstrates the capability in all respects to perform fully the contract 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 which conforms in all material respects to the requirements set forth in this RFP.

“Statement of Work” (“SOW”) shall mean the portion of the contract or the RFP that describes specifically the work to be done by the selected Proposer.

“Subcontractor or Subconsultant” any individual, corporation, company, or other entity that contracts to perform any portion of the SOW or supply materials to the Awarded Proposer or to another subcontractor as part of the Contract with the City. May also be written as sub-consultant or sub-contractor.

**1.2 PURPOSE**

This Request for Proposal (RFP) solicits proposals from qualified contractors for the construction of a comprehensive community infrastructure improvement project in the Lake Floresta/Old Floresta and Tunnison Palms subdivisions. This includes water, sewer, stormwater, sidewalk and roadway systems.

### 1.2.1 Non-Mandatory Pre-Proposal Conference

Please be aware that the City will use **“Go To Meeting” to hold the PRE-PROPOSAL CONFERENCE, please visit the eSourcing Portal for the date and 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 RFP 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 “Go To Meeting” are provided in Exhibit CMT. Please review them in detail and in advance so that there is no issue when joining the Pre-Proposal Conference.

### 1.2.2 Non-Mandatory Site Inspection/Site Visit SITE IS OPEN TO THE PUBLIC

## 1.3 **PROPOSAL SUBMISSION AND WITHDRAWAL**

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 other sources than the City of Boca Raton Purchasing Division.

### **HOW TO RESPOND TO THIS RFP**

#### 1.3.1 **RFP Security Requirements and Return of RFP Bonds**

Each Proposal shall be accompanied by an RFP security in the form of an original surety company RFP bond for the Proposer, 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 an amount not less than five percent (5%) of the amount of the total Base RFP amount.

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

If a Proposer submits an electronic response (as provided below), the RFP security still must be submitted as an original RFP bond (electronic submission of an RFP bond is prohibited). Such Proposer must submit their original RFP bond to the City in a sealed envelope, with the solicitation number, solicitation title, date and the time of Proposal opening, and address listed on the envelope, by the solicitation due date and time. A date/time stamp will be placed on the sealed RFP security envelope at time of receipt. Delivery location for RFP security (RFP bond):

City of Boca Raton  
City Hall / Purchasing Division  
Attn: Neil Phillips  
RFP # 2026-006-NP Old Floresta Infrastructure Upgrade  
201 W. Palmetto Park Road  
Boca Raton, FL 33432

- i. Enter building through the front entrance door (North side of City Hall Building).
- ii. Check in at the reception area and identify that you have an RFP security for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the RFP security submittal or will already be at the reception area. The Purchasing Division representative will place a date/time stamp on your sealed RFP security envelope to confirm receipt is prior to the closing date and time.

Any proposal received without a valid RFP security will be rejected. **Moreover, only original paper RFP bonds with wet signatures shall be submitted by Proposers.** Electronic submission of RFP bonds and RFP bonds submitted in any fashion other than in original form shall be rejected.

Upon written request the RFP security will be returned to all Proposers except for the short listed Proposers, within **ten (10) calendar** after the opening of Proposals, and the remaining RFP securities will be returned upon written request by the unsuccessful Proposers within **ten (10) calendar days** after the City and the Successful Proposer have executed the Contract, or if no Contract has been awarded, **within 120 days** after the date of opening of Proposals, 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 RFP security shall be submitted to Neil Phillips through the following email address: [nphillips@myboca.us](mailto:nphillips@myboca.us). An RFP bond will be returned by U.S. mail.

If the Proposer to whom the RFP is awarded does not execute the Contract as contained in the Contract Documents, and furnish the required documentation within fourteen (14) days of the date of Notice of Award, the RFP security shall be paid to and retained by the City as liquidated damages. The Proposer agrees with the City that the amount of RFP security fairly and reasonably represents the amount of damages the City will suffer due to the failure of the Proposer to fulfill 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 RFP security.

- 1.3.2 Interested Proposer must submit an electronic response to the RFP in accordance with the following:  
Submission of the Proposal response by electronic transmission using the City of Boca Raton's eSourcing Portal located at <https://brpurch.ionwave.net/Login.aspx>.

In order to submit the Proposal electronically: (1) the Proposer must review all the RFP 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 RFP response and all signed forms must be scanned to PDF format; and (5) the Proposer shall upload the scanned RFP response and signed RFP forms to the City of Boca Raton's eSourcing Portal pursuant to the directions in the City of Boca Raton's 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 of Boca Raton's eSourcing Portal well in advance of their intention of submitting a response to ensure familiarity with the City of Boca Raton's eSourcing Portal and submitting a response through it. The City shall not be responsible for a Proposer's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the City of Boca Raton's eSourcing Portal.

Proposer's response 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 RFP response, Proposer affirms that a complete set of RFP documents was obtained from the City's City of Boca Raton's eSourcing Portal, and that Proposer made no alteration of any kind or nature to the RFP documents other than entering data, information and signatures required by the RFP or by including attachments as part of the RFP response.

Electronic RFP submissions are only permitted to be uploaded prior to the closing date and time stated in the City's eSourcing Portal. Any attempt to upload a late RFP response after the time stated in the eSourcing Portal, will be automatically rejected by the City's eSourcing Portal.

**Proposal security requirements shall be as set forth in Section 1.3.1**

- 1.3.3 Proposer shall use and submit any applicable or required forms provided by the City and attach same to their response. Failure to use the forms provided by the City may cause the Proposal to be rejected and deemed non-responsive.
- 1.3.4 Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the Proposal does in fact have the required authority to bind the business entity.
- 1.3.5 All Proposals will become the property of the City of Boca Raton. In the event of Contract award, all work product produced as part of the Contract shall become the exclusive property of the City.
- 1.3.6 Proposals will be publicly opened in the Purchasing Division, 1st Floor, 201 W. Palmetto Park Road, Boca Raton, FL 33432. Upon opening, Proposals are subject to public disclosure consistent with Florida Statutes.
- 1.3.7 A Proposer's Proposal shall be signed only by an individual authorized by the Proposer to both execute such Proposal and to bind the Proposer.

For electronic Proposal submissions, 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.

- 1.3.8 All Proposals shall be valid for a minimum period of 120 days from the RFP closing date to accommodate evaluation and selection process.

**1.3.9 Withdrawal of Proposals**

Any Proposal may be withdrawn up until the closing date and time. Any Proposal submitted to the City and not withdrawn prior to the closing date and time shall constitute an irrevocable offer to the City to provide the services, and at the prices set forth in their Proposal. The Proposal, once opened, becomes a public record of the City and cannot be withdrawn by the Proposer.

- 1.3.10 By submitting a Proposal, Proposer warrants that no one, other than an employee of the Proposer, was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.
- 1.3.11 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 Contract.

1.3.12 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 CONFIDENTIAL DOCUMENTS AS NOTED BY PROPOSER**

Any Proposer that elects to invoke exemptions to disclosure provided by law in the response to the RFP, is required to submit a redacted version of the Proposal.

For the purposes of this Proposal a “Redacted Version” of Proposer’s Proposal response shall mean, Proposer is to provide an exact replica of their firm’s original Proposal, in which the Proposer has “shaded-out” all areas of their Proposal response which they deem “Confidential” or “Exempt” under Florida State Statute(s).

This Redacted Version shall be provided as follows:

- Proposer is to submit the redacted pdf file separately in the Response Attachments using the City’s eSourcing Portal).
- On the inside cover of the redacted version there should be a summary sheet(s), in conformance with Exhibit III, detailing the sections, parts, and or pages redacted.
- For each section of the Proposal that contains a redaction, Proposer shall provide the reason why such exclusion from public disclosure is necessary and state the legal basis for each exemption with a specific statutory citation for such exemption.
- Exhibit III – Confidential Documents – Redacted Version Proposal Cover Sheet

Florida Statute Section 119.071 sets forth general exemptions to the inspection and copying of public records. Additionally, trade secrets, as defined in Florida Statute Section 812.081, are confidential and exempt from the public records law pursuant to Florida Statute Section 815.045. Copyrighted material is not excluded from the definition of “public record”. **The provisions redacted in the Redacted Version must meet the requirements of the statutory exemptions, as determined in the sole discretion of the City.**

**NOTE: In the event that the Proposer elects not to submit a redacted version of their RFP submittal, in accordance with item 1.4 above, the entire RFP, without exclusion, will be deemed a public record and will be treated as such.**

#### **1.5 INVITATION TO PROPOSE**

The City solicits Proposals for the services of responsible Proposers to provide services for Construction of a community improvement and upgrade project in the Lake Floresta/Old Floresta and Tunison Palms. This includes water, sewer, stormwater, sidewalk and roadway systems.

Proposer shall submit their response subject to the provisions of Florida Statute Section 112.313, which addresses conflicting employment or contractual relationships with public officers, employees of agencies, and local government attorneys.

#### **1.6 INQUIRIES/ADDENDA**

Interested Proposers may submit questions via the City’s eSourcing Portal. Each question will be responded to individually, and an addendum may be issued, if applicable. 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 prior to submitting their Proposal. Written request for modification or clarification of this RFP are to be submitted prior to the “Question Cut Off Date” as indicated in the Event Details Tab of the eSourcing Portal. Requests received after this date will not be addressed. Questions may be submitted via the City’s

eSourcing Portal. Proposer should submit questions individually, not combine questions, when using the City's eSourcing Portal.

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.**

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.

## **1.7 MINIMUM QUALIFICATION REQUIREMENTS**

Proposer shall meet or exceed the below noted minimum requirements. Any Proposer not clearly demonstrating that they meet the following minimum qualification requirements shall be deemed non-responsive and shall not be evaluated or scored.

As a minimum qualification requirement, the City requires demonstration that the Proposer has completed a minimum of five (5) utility construction projects for at least three different public entities each involving the following components below. Minimum of two (2) of the entities shall be work from within Palm Beach County. (1) Four (4) projects involving installation and regulatory clearance of at least 20,000 linear feet of distribution water mains in a residential neighborhood within a minimum diameter of 6". Each project must cost at least \$5,000,000. (2) One (1) project involving the installation and regulatory clearance of at least 2,000 linear feet of force main with a minimum diameter of 12". This project may be separate from the water main projects in this requirement. If so, the project cost must be at least \$300,000.

Each project must have been completed within the period of 1/1/2021 through the date of RFP Opening

City provided reference validation form (Attachment D) is required to be submitted for the City to validate the minimum qualification requirement.

## **1.8 LOCATION - NOT USED**

## **1.9 DOCUMENTS TO BE SUBMITTED**

Section IV of this RFP (Instructions for Preparing Proposal) identifies each of 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 of 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.

#### **1.10 EVALUATION AND SELECTION PROCESS**

Evaluation of Proposals will be conducted by an evaluation committee of City staff.

In conjunction with item 1.7, Proposer shall meet all minimum evaluation criteria in order for their Proposal to be considered responsive for further evaluation.

The evaluation process may be a two-step process as fully detailed in Section III, Evaluation of Proposals based on the point structure and criteria identified. In its discretion the City may require any Proposer to make a presentation of its Proposal. These presentations provide an opportunity for the Proposer to clarify the Proposal for the City. The City will schedule any such presentations.

The City reserves the right to reject any non-responsive Proposal, all Proposals, to waive non-material technical variances or minor irregularities in the Proposal, or to cancel the RFP (and may re-solicit and re-advertise the RFP).

The City reserves the right to request clarification from the Proposer(s). As stated above, it shall be the responsibility of the Proposer to submit all requested information identified by the City upon request to clarify their Proposal.

Failure of a Proposer to provide the requested clarification information as detailed in the written communication may result in the Proposal being considered as non-responsive and not considered for further evaluation.

The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter, at the option of the City.

#### **1.11 CONTRACT AWARD**

The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or a contract with the CITY. Award recommendations that exceed \$200,000 will be presented to the City Council for approval, which conforms to all requirements herein and whose evaluation by the City indicates that the award will be in the best interest of the City. Award recommendation to be posted on the City of Boca Raton Purchasing Division Legal Notice Board.

A contract 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 have been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City. A sample Contract is attached to this RFP.

**The City anticipates that the final contract will be in substantial conformance with the Sample Contract;** nevertheless, Proposers are advised that any contract which may result from the RFP may deviate from the Sample Contract if in the City's opinion such deviation is reasonable, justifiable and serves the best interest of this procurement and of the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may resolicit proposals, at it's option.



The Proposer to whom the RFP is recommended for award shall execute the Contract and furnish the required insurance and other required documentation for Council approval. If the Contractor to whom the RFP is awarded does not execute the Performance and Payment Bond within fourteen (14) days of the date of Notice of Award, the Contractor shall be considered in default and, at the City's discretion, the RFP Bond Security shall be paid to the City as damages and the City shall have the right to award the RFP to the next highest ranked Proposer.

#### **1.12 DEVELOPMENT COSTS**

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

#### **1.13 TIMETABLES**

The City and Proposers shall adhere to the following terms and schedule concerning this RFP:

- A. The City will review and evaluate the Proposals in a timely manner.
- C. The City may enter into a contract after obtaining appropriate approvals and conducting negotiations.

The estimated timeline of events is detailed in the Event Details Tab of the eSourcing Portal.

The Purchasing Division website will be used for meeting notices and can be located at <https://www.myboca.us/230/Purchasing-Division>.

#### **1.14 DELAYS**

The City may delay scheduled due dates and/or events if it is to the advantage of the City to do so. The City will notify Proposers of all changes via the City of Boca Raton eSourcing Portal at <http://www.myboca.us/757/Bid-Opportunities>.

#### **1.15 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, and shall not *use of the City seal unless approved in advance by the City Council*.

#### **1.16 LICENSES AND CERTIFICATIONS**

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

#### **1.17 PUBLIC ENTITY CRIMES**

In accordance with the applicable portions of Section 287.133, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

### **1.18 CODE OF ETHICS / CONE OF SILENCE**

If any Proposer violates, or is a party to a violation of, the Code of Ethics of the City of Boca Raton, Palm Beach County or the State of Florida, such Proposer shall be disqualified from performing the work described in this Proposal or from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from bidding on any future Proposals for work, goods or services for the City of Boca Raton. The City's Code of Ethics, Chapter 2, Article V is available online and maybe viewed at:

[https://library.municode.com/fl/boca\\_raton/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH2AD\\_ARTVCOET..](https://library.municode.com/fl/boca_raton/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTVCOET..)

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 in Section 12-109 of the Procurement Code (see below.)

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

## **1.19 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 the Purchasing Division or by email, by calling 561-393-7871.
- Comply with any and all grants the City has been awarded for this project

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

Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, 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](http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Regulations.aspx)

## **1.20 DRUG-FREE WORKPLACE**

In accordance with Florida Statutes, Section 287.087, 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.

## **1.21 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.

## **1.22 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 Contractor 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.

### **1.23 E-VERIFY**

By entering into a Contract, 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 hired after January 1, 2021 (as well as contractual employees whose Contract is renewed after January 1, 2021), 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 will lead to termination of the Contract, 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 this Contract 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 one (1) year after the date of termination. Should Awarded Proposer violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

### **1.24 INSURANCE (Article 13 from Sample Contract)**

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified in article 13 of the sample contract. In the event the Proposer is a governmental entity or a self-insured organization, 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 rejection of the proposal and rescission of any awarded contract.

### **1.25 PERFORMANCE AND PAYMENT BOND**

A. When City provides a Notice of Award to the Successful Proposer, as identified on the Proposer Acknowledgement Form, such notice will be accompanied by at least two (2) unsigned counterparts of the Contract and all other Contract Documents. Within **fourteen (14) days** of the date of Notice of Award, Successful Proposer shall be required to execute the Contract and all contract forms included in Section 300 and deliver at least two (2) executed counterparts of the Contract and all such contract forms to the City project manager who shall be identified on the Notice of Award.

B. The Successful Proposer as identified on the Proposer Acknowledgement Form shall be required to provide a Performance and Payment Bond in the amount of **one hundred percent (100%)** of the Contract amount. The form of the bond shall be substantially in the form prescribed by 255.05, Florida Statutes and as provided herein.

Surety Bond Requirement: Performance and Payment Bond in the amount of **one hundred percent (100%)** of the Contract amount.

Such surety bond shall be in the form included herein which is substantially in the form prescribed by 255.05 Florida Statutes, conditioned on the faithful performance of the Contract and on the payment of all persons supplying labor and furnishing materials for the Work as required by the applicable laws. The Bond shall be maintained in full force for a period of one year after the date of final completion and acceptance, as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period. The company acting as surety must appear and remain on the Treasury Department's most current list (Circular 570, as amended) during construction, guarantee and warranty periods, shall be licensed to act as surety in the State of Florida, and shall be subject to the City's approval. The surety shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

The bond is subject to approval by the City, in its sole discretion.

#### **1.26 FORMATION OF CONTRACT**

The Contract shall not become effective unless and until all the precedent conditions as set forth herein have been completed and accepted by the City and the Form of Contract has been signed and dated by the Mayor or City Manager as authorized by the City Council.

#### **1.27 NOTICE TO PROCEED**

A Notice to Proceed will be issued by the City within **sixty (60) days** from date of Contract. The date of commencement of work shall be no later than **ten days (10)** after the start date as indicated on the Notice to Proceed.

#### **1.28 PRE-CONSTRUCTION CONFERENCE**

- A. A Pre-Construction Conference will be held with the City, the Engineer, the successful Contractor and any other interested parties after award of the Contract but before any work is commenced.
- B. The Contractor shall supply to the City for its written approval a detailed Cost Breakdown (Schedule of Values) of all Lump Sum and Total Prices contained in the RFP to be used for invoicing purposes.

#### **1.29 EXISTING CONDITIONS**

Each Proposer shall acquaint himself thoroughly as to the character and nature of the work to be done. Proposers are to visit the site to ascertain pertinent local conditions by inspection and inquiry, such as the location, accessibility, surface and sub-surface conditions and general character of the site, labor conditions and character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

#### **1.30 NAMED PROJECT TEAM MEMBERS AND SUBCONTRACTORS**

The named project team members and subcontractors proposed and submitted in the RFP response for evaluation may only be changed with an equivalent person / firm that meets or exceeds the qualifications of the person / subcontractor originally submitted and evaluated for this RFP.

Changing of any team member / subcontractor requires the approval of the City project manager. Failure to provide an equivalent team member / subcontractor as approved by the City project manager may result in contract termination.

The City reserves the right to disapprove of proposed team member / subcontractors that are found to be unqualified. All team members / subcontractors proposed shall hold applicable and valid state, county and local licenses or certificates of competency covering all operations and all requirements of agencies or boards having jurisdiction over the work of this Contract.

### **1.31 DEVIATIONS**

Substantial deviations from specifications, scope of work, proposal format or other requirements of this RFP may result in disqualification of the Proposal and will not be considered for evaluation.

Deviation to Sample Master Contract - Exceptions to the attached sample contract are business concerns for the City. Any such proposed deviations should be submitted in the RFP response as detailed in Proposal Response Form. The City is under no obligation to accept any proposed deviations. In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the Evaluation Committee, or it may resolicit Proposals, at its option.

### **1.32 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 more fully meet the needs of the City. This includes information which indicates financial resources as well as ability to provide and maintain the system, equipment and/or services. Moreover, the City reserves the right to make investigations of 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**RFP NO. 2026-006-NP**  
**STATEMENT OF WORK**  
**SECTION II**

## 2.1 Introduction

In 2018, the City launched the Innovative Sustainable Infrastructure Program (iSIP) in an effort to assess and proactively rehabilitate both aboveground and belowground infrastructure. One of the main goals of iSIP is to ensure continued safe, resilient and sustainable infrastructure. The iSIP projects comprehensively evaluate and upgrade holistic upgrades within a project area. The upgraded disciplines can include the water system, sewer system, drainage system, and roadway/sidewalk systems. The initial phase of iSIP included six (6) neighborhood projects, with two projects currently under construction, two in design and two in pre-design. The Old Floresta neighborhood (comprised of Lake Floresta, Tunison Palms and Old Floresta Historic District neighborhoods) is the sixth area in this first phase of iSIP Projects.

## 2.2 Scope of Work

### 2.2.1 Project Boundaries

The Old Floresta neighborhood project area is bounded by NW 7<sup>th</sup> Street on the north, NW 7<sup>th</sup> Avenue on the east, south W. Palmetto Park Road Right-of-Way on the south and NW 11<sup>th</sup> Ave on the west (Project Limits as shown in Figure A). Project limits do not include the St. Paul Lutheran Church and School property. The total length of roadway within the Project Limits is approximately 38,750 linear feet. The scope of work within these limits is generally as follows:

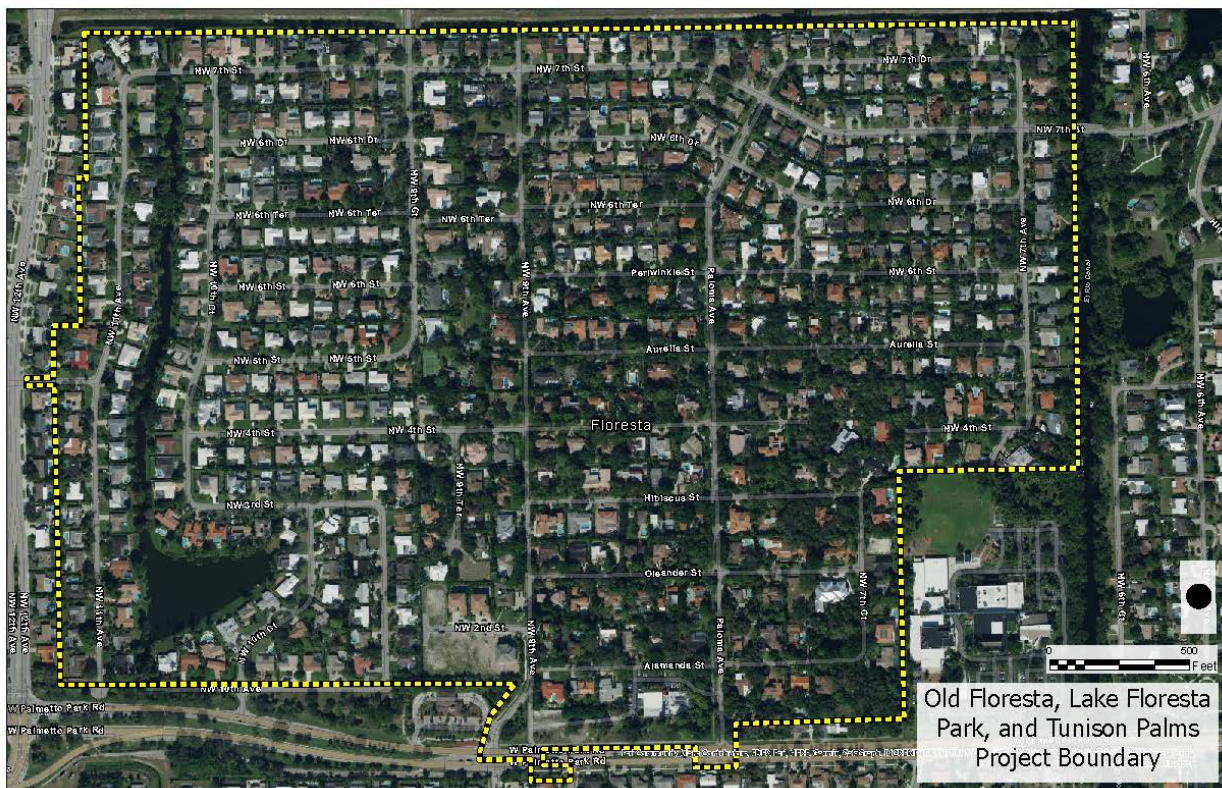


Figure A: Old Floresta Neighborhood Project Limits

### 2.2.2 Water Utility Upgrades

Relocate and upsize (where needed) approximately 48,970 linear feet (lf) of existing domestic water mains from the rear yards to the rights-of-way. This will include abandonment of the existing water main system,

relocation and reconnection of approximately 570 services from the new water main to the house as well as restoration of private and public property disrupted by this work.

### 2.2.3 Sanitary Sewer Upgrades

Replace approximately 250 lf of 6-inch force main on Aurelia Street from Lift Station No. 72 to NW 8<sup>th</sup> Avenue. This will include abandonment of the existing force main, connection to the proposed 24-inch force main, and reconnection to the existing lift station discharge piping immediately downstream of the valve vault.

Replace approximately 1,500 lf of 8-inch force main on NW 11<sup>th</sup> Avenue and NW 7<sup>th</sup> Street from Lift Station No. 52 to the proposed 24-inch force main on NW 8<sup>th</sup> Avenue. This will include abandonment of the existing force main, reconnection to the force main on NW 9<sup>th</sup> Court, and connection to the existing lift station discharge piping immediately downstream of the valve vault.

Upsize approximately 2,900 lf of existing force main on NW 8<sup>th</sup> Avenue (Paloma Avenue) and NW 7<sup>th</sup> Street from the south side of W. Palmetto Park Road to the north of the Project Limits along NW 9<sup>th</sup> Court to a new 24-inch force main. At the intersection of NW 8<sup>th</sup> Ave and W. Palmetto Park Road heading west, install approximately 700 lf of new 16-inch force main on the north side of W. Palmetto Park Road to tie-into the existing 16-inch force main constructed as part of the Boca Square project.

Reconfigure the existing force main connections by consolidating the existing 8" and 14" force mains with a single 24-inch force main at the intersection of NW 7<sup>th</sup> Street and NW 9<sup>th</sup> Court. A 24-inch stub-out shall be provided for future connection to a 24-inch force main to be installed at a later date along NW 9<sup>th</sup> Court north of the Project Limits. Reconnection to the existing 8-inch and 14-inch force mains shall be made immediately south of the L-47 Canal.

Along NW 11<sup>th</sup> Ave, rehabilitate and convert existing Eductor Lift Station (LS) No. 27 into a duplex style submersible pump station utilizing the existing precast concrete manhole as the pump station wet well and including installation of a new valve vault and force main piping, tying into existing gravity sewer.

Along NW 10<sup>th</sup> Ct., construct a new 6" force main to tie existing LS No. 53 into the newly proposed 8" force main on NW 7<sup>th</sup> St. LS No. 53's existing force main which discharges into LS No. 52's gravity sewer service area shall be removed and legally disposed of and/or grouted in place and abandoned. This work shall include proposing new submersible pumps to replace existing 5-HP Homa pumps in LS No. 53 as necessary to support direct tie-in to the proposed replacement 8" force main on NW 7<sup>th</sup> St. The work shall include performing necessary electrical evaluations and modifications for pump replacement.

### 2.2.4 Roadway Construction

Mill and overlay of all roadways within Project Limits.

### 2.2.5 Sidewalk Replacement and Expansions

Extend sidewalk and remove/replace sidewalk along NW 7<sup>th</sup> Street between NW 7<sup>th</sup> Avenue and NW 9<sup>th</sup> Ct., to the extent agreed upon by the CITY and CONSULTANT.

Extend sidewalk on NW 8<sup>th</sup> Avenue from NW 7<sup>th</sup> Street south to W. Palmetto Park Road.

### 2.2.6 Stormwater Drainage Upgrades

Perform isolated stormwater management infrastructure improvements in the Old Floresta Historic District and design improvements as agreed upon by the CITY and CONSULTANT.

**RFP NO. 2026-006-NP  
EVALUATION OF PROPOSALS  
SECTION III**

**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 contract. The City's decisions will be final.

The City will use two phases.

**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. 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** – The Evaluation Committee will conduct discussions and may schedule presentations with the short-listed firms and will evaluate the short-listed firms and identify in order of preference. Each short-listed firm is in equal standing at the beginning of the Phase II Evaluation.

**EVALUATION CRITERIA FOR SHORT-LISTED FIRMS -**

EVALUATION CATEGORIES	POINTS POSSIBLE
Qualifications and Experience (Primary Firm & Subcontractors)	20
Understanding of scope of work, methods, technical compliance and time requirements	50
Price	30
<b>Total Points</b>	<b>100</b>

Each Evaluation Committee member will award points according to the evaluation criteria for the short-listed firms. 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 firms 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 firms in question will be based on the total Evaluation Committee points for each tied firm 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.



**RFP 2026-006-NP**  
**INSTRUCTIONS FOR PREPARING PROPOSALS**  
**SECTION IV**

**4.1 PROPOSAL INSTRUCTIONS**

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

Each Proposal response form in Attachments A – E is to be completed, printed and submitted to the City in the format listed below.

The Proposer is to utilize each of the forms provided in the eSourcing Portal for completion and submission with the Proposal response and follow the format identified herein. Poor formatting, poor documentation, and/or incomplete or unclear information may adversely impact the evaluation of a Proposal.

Proposers are cautioned to carefully review their submittal to assure that a complete and comprehensive answer has been provided for each of the questions. All responses will be read and evaluated by the evaluation committee.

Proposer is responsible for verifying that their correct file(s) have been uploaded and attached for each applicable 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 2026-006-NP at: <http://www.myboca.us/759/Supplier-Login>.

Below are the file names of electronic forms to be completed and submitted by Proposer:

2026-006-NP Attachment A – Proposal Response Form  
2026-006-NP Attachment B – Reference Form  
2026-006-NP Attachment C – RFP Forms and Certificates  
2026-006-NP Attachment D – Minimum Qualifications Submittal  
2026-006-NP Attachment E – Price Proposal Form

**4.3 PROPOSAL DOCUMENTS/RESPONSE ATTACHMENTS**

The screenshot displays a web interface for a Request for Proposal (RFP). On the left, a table lists bid details: Bid Number (Request for Proposal (Request for Proposal Sample)), Close Date & Time (07/27/2025 04:00:00 PM (ET)), Bid Duration (3 months), and Response Status (NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.). Below this 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.

Bid Number	Request for Proposal (Request for Proposal Sample)
Close Date & Time	07/27/2025 04:00:00 PM (ET)
Bid Duration	3 months days
Response Status	<b>NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.</b>

Event Details   Invitations   **Attachments**   **Response Attachments**   Response Submission

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

Attachment A, B, C, D and E are to be filled out and completed by the Proposer and submitted as the Proposal response along with any additional documents identified in the Response Attachments. Any supplemental documents from Proposer that are included with Attachment A, B, C, D or E are to be inserted based on the instructions provided in the applicable attachment.

Proposers are to submit (upload as attachment) the specified documents listed in the Response Attachments. Each requested attachment will include a description and instructions regarding the document to submit.

RFP submission shall be in accordance with Item 1.3.

#### **4.4 FORMS REQUIRING SIGNATURES**

The following forms are to be manually signed with a handwritten signature:

Proposer Acknowledgement Form

Drug Free Form

Proposer Certification Regarding Scrutinized Companies

RFP Bond

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK