



PALM BEACH Transportation Planning Agency

REQUEST FOR PROPOSALS

RFP NO. 2021-16

The Palm Beach MPO
d/b/a
The Palm Beach Transportation Planning Agency (TPA)
is seeking Proposals for:

Website Redevelopment Services

**IN ACCORDANCE WITH THE PROVISIONS OF ADA,
THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT**

Royal Palm Beach Mayor Fred Pinto, TPA Governing Board Chair

Nick Uhren, P.E., Executive Director

**Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401**

DATE ISSUED: October 21, 2021

CLOSING DATE AND TIME: November 17, 2021, 4:00PM EST

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SECTION 1 - GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued by the Palm Beach MPO d/b/a the Palm Beach Transportation Planning Agency (hereinafter referred to as "TPA"). The TPA is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Contact Person for the TPA (See Section 1.6). The procurement standards governing this RFP can be found on the TPA website at www.PalmBeachTPA.org/Business.

1.2 PURPOSE OF THE PROJECT

The TPA solicits the services of a website development vendor to develop a new, modern website for the TPA that incorporates specific aspects of the current website while dramatically improving user experience, technical performance, and integration with ArcGIS Mapping technology.

The new website must give special consideration to mobile compatibility, language translation, and Americans with Disabilities Act (ADA) accessibility with Web Content Accessibility Guidelines (WCAG) Level AA compliance.

1.3 PERIOD OF CONTRACT

The proposed effective date of this Contract is January 1, 2022. The TPA anticipates the contract resulting from this solicitation will continue for a period of thirty (30) months from the effective date, expiring June 30, 2024. Two (2) additional twelve (12) month renewal option(s) may be offered at the TPA's sole discretion.

1.4 TIMETABLE

The anticipated schedule and deadline for the RFP and Contract approval are as follows:

Activity	Date	Time	Location
RFP available for download	10/21/2021	4:00 p.m.	PalmBeachTPA.org/Business
Deadline for receipt of questions or comments	11/03/2021	4:00 p.m.	Submit via e-mail to finance@PalmBeachTPA.org
Response to questions and RFP amendments (if any) available for download	11/05/2021	4:00 p.m.	PalmBeachTPA.org/Business
Deadline for receipt of proposals	11/17/2021	4:00 p.m.	Submit via the designated TPA Portal at PalmBeachTPA.org/Business
Proposal password transmittal via email	11/17/2021	4:01 p.m. to 5:00 p.m.	Submit via e-mail to finance@PalmBeachTPA.org

Selection committee meeting	11/19/2021	9:00 a.m.	Palm Beach TPA 301 Datura Street West Palm Beach, FL 33401
Posting of Notice of Intent to Award	11/19/2021	4:00 p.m.	PalmBeachTPA.org/Business
Award Date (at TPA Governing Board meeting)	12/16/2021	9:00 a.m.	Palm Beach TPA 301 Datura Street West Palm Beach, FL 33401
Contract Start Date	01/01/2022	N/A	

NOTE: The TPA reserves the right to alter the above activities, places and/or times at the TPA's sole discretion. All times are in Eastern Standard Time.

1.5 ENTERING PROPOSALS

Respondents must submit one (1) complete electronic copy of the Proposal, including all digitally signed and authorized forms. All Proposals should be formatted to print on letter size paper with a minimum of 11-point text. The TPA requires the Proposals to be in PDF format that has been secured with a password.

All Proposals must be submitted as password protected files in three (3) separate steps to ensure a fair, competitive process.

Step 1 The Respondent secures the Proposal with a password.

Step 2 The Respondent submits the secured Proposal at PalmBeachTPA.org/Business no later than 4:00 p.m. on November 17, 2021, as indicated in the RFP Timetable (Section 1.4).

Step 3 The Respondent submits the Proposal's password via email to finance@PalmBeachTPA.org. The password shall be submitted between 4:01 p.m. and 5:00 p.m. on November 17, 2021, as indicated in the RFP Timetable (Section 1.4).

A PDF Password Protection Guide can be found in the Sample and Informational Documents Section at PalmBeachTPA.org/Business.

The submission of a proposal by a Respondent will be considered by the TPA as constituting a legal offer by the Respondent to perform the required services identified therein.

1.6 CONTACT PERSON

The TPA Contact Person for this RFP is Alaura Hart, Procurement and Grants Coordinator, (561) 725-0816, e-mail address: finance@PalmBeachTPA.org.

Respondents are advised that from the date of release of this RFP until award of the contract, no contact with TPA staff concerning this RFP is permitted, except as authorized by the Contact Person designated herein.

The TPA's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

1.7 ADDITIONAL INFORMATION / AMENDMENT(S)

Any questions, explanations, or other requests desired by Proposer(s) regarding this RFP must be made in writing to the Contact Person (Section 1.6 above) via e-mail or U.S. Mail no later than the date specified and to the address listed in the RFP Timetable (Section 1.4). The request must contain the Respondent's name, address, phone number, and e-mail address.

Changes to this RFP, when deemed necessary by the TPA, will be completed only by written Amendment(s) issued no later than the date specified in the RFP Timetable (Section 1.4). Respondents should not rely on any representations, statements, or explanations other than those made in the RFP or in any Amendment to this RFP. In the case of any apparent conflict between the RFP and any Amendment issued, the latest Amendment issued shall prevail.

As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on www.PalmBeachTPA.org/Business. It is the sole responsibility of the Respondent to routinely check for any Amendments prior to the Deadline for receipt of Proposals. The TPA shall not be responsible for the completeness of any RFP package not downloaded directly from the TPA website.

It is the Respondent's sole responsibility to assure receipt of all Amendments. The Respondent should verify with the designated Contact Person (Section 1.6) prior to submitting a Proposal that all Amendments have been received. Respondents are required to acknowledge the receipt of all Amendments by submitting the Amendment Acknowledgement Form as part of their proposal. The Amendment Acknowledgement Form will be attached to the amendment documentation posted to the website.

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SECTION 2 – TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

Respondent guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their Proposal.

2.2 MODIFIED PROPOSALS

A Respondent may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the Deadline for receipt of Proposals. The TPA will only consider the latest version of the Proposal.

2.3 WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of Proposals will not be accepted unless the contract has been awarded to another Respondent or no award has been made within ninety (90) days after the Deadline for receipt of Proposals.

Unless withdrawn, as provided in this subsection, a Proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to Proposals received after the Deadline for receipt of Proposals specified in RFP Timetable (Section 1.4) are late and shall not be considered.

2.5 RFP POSTPONEMENT / CANCELLATION

The TPA may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals; waive any minor irregularities in this RFP or in the Proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-issue this RFP.

2.6 COSTS INCURRED BY RESPONDENTS

All expenses incurred with the preparation and submission of Proposals to the TPA, or any work performed in connection therewith, shall be borne by the responding party. No payment shall be made for Proposals received, nor for any other effort required of or made by the Respondents, prior to commencement of work as defined by a contract approved by the TPA in accordance with the TPA's Procurement Policy.

2.7 PROPRIETARY / CONFIDENTIAL INFORMATION

Any material submitted in response to this RFP is considered a public document in accordance with Section 119.07, Florida Statutes (F.S.). This includes material which the Respondent might consider to be confidential. All submitted information that the Respondent believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records

request for such information, a determination will be made as to whether the identified information is in fact confidential.

2.8 RIGHT TO PROTEST

Any Respondent who is aggrieved in connection with the recommendation for contract award may protest by submitting a written protest to the TPA Executive Director within five (5) business days of the posting of Intent to Award by the TPA.

- A. Protests must be submitted in writing, addressed to the TPA Executive Director, via hand delivery, U.S. Mail, or e-mail to NUhren@PalmBeachTPA.org. The protest shall identify the protestor and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received, and date/time stamped by the TPA. Only those issues submitted in writing within the timeframe specified for the notice of protest will be considered.
- B. Upon receipt of the written protest, the TPA Executive Director will review the protest, any written material provided by the parties, or may, in his/her sole discretion, schedule an informal meeting in order to render a decision. The TPA Executive Director shall issue a written decision to either uphold or deny the protest within five (5) business days from receipt of the protest. The written decision shall provide the general rationale for said determination and shall be provided to the protestor and to any other party to the protest.
- C. The protest may be upheld based upon a violation of the provisions of the Palm Beach TPA Procurement Policy or any other ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest will result in change of the recommended awardee, a new recommended award shall be posted by the TPA in accordance with the Palm Beach TPA Procurement Policy. If the upholding of the protest will result in a cancellation of the RFP, the TPA Executive Director will uphold the protest and cancel the RFP.
- D. If the protest is denied, the protestor may submit a written appeal to the TPA Executive Director within three (3) business days of the denial. The appeal shall be heard by an Appeal Committee of no fewer than three (3) TPA Board Representatives including the Chair and/or the Vice Chair. The Appeal Committee will review the appeal, any written material provided by the parties and the determination of the TPA Executive Director and will issue a final decision. The Appeal Committee's decision shall be the final determination and disposition of the protest.

2.9 DISADVANTAGED BUSINESS ENTERPRISE

Policy

It is the policy of the TPA that disadvantaged businesses, as defined by 49 Code of Federal Regulations (CFR), Part 26, shall have an opportunity to participate in the performance of TPA contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise (DBE) Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create

a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

Contract Award Criteria

For purchases made as a result of this solicitation, the TPA shall consider DBE participation in evaluating respondent's Proposals and making an award of a contract. The TPA adopts the most current Florida Department of Transportation (FDOT) statewide DBE Participation targets for Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) assisted projects as published at fdot.gov/equalopportunity/dbegoal and reserves the right to mandate DBE participation on individual work orders and/or tasks within work orders to support the achievement of these targets. Therefore, Respondents are required to include certified DBE participation as part of their proposal and to indicate the estimated percentage of the contract that may be performed by DBE firms in the Resumes section of their proposals.

DBE Certification

Only those firms certified by FDOT or other participants in Florida's Unified Certification Program at the time of proposal opening shall be counted toward the established DBE goals. It is the responsibility of the respondent to confirm and document the certification of any proposed DBE.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS

The Respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.11 CONSULTANTS' COMPETITIVE NEGOTIATION ACT

Pursuant to Paragraph 5(b) of Section 287.055, F.S., the TPA, at its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluated responsive, responsible Respondent. If the TPA and said Respondent cannot negotiate a successful contract, the TPA may terminate said negotiations and begin negotiations with the next highest evaluated responsive, responsible Respondent. This process may continue until the Contract acceptable to the TPA has been executed or all Proposals are rejected. No Respondent shall have any rights against the TPA arising from such negotiations or termination thereof.

2.12 RESPONSIVE PROPOSALS

All exceptions taken must be specific, and the Respondent must indicate clearly what alternative is being offered to allow the TPA a meaningful opportunity to evaluate the proposal. Respondents are cautioned that submitting an alternative proposal does not relieve the Respondent from submitting the "Proposal Requirements" as stated in Section 3. The TPA is under no obligation to accept any proposed exceptions or alternatives.

In determining Responsive Proposals, the TPA reserves the right to waive any informalities or irregularities in a Proposal.

2.13 EXCEPTIONS TO THE RFP

All exceptions taken must be specific, and the Respondent must indicate clearly what alternative is being offered to allow the TPA a meaningful opportunity to evaluate the Proposal. Respondents are cautioned that submitting an alternative Proposal does not relieve the respondent from submitting the "Minimum Requirements" as stated in Section 3. The TPA is under NO obligation to accept any proposed exceptions or alternatives.

2.14 SELECTION PROCESS

The TPA Executive Director shall establish a Selection Committee of not less than three (3) members. The Committee will meet at the date, time and location specified in Section 1.4 (as may be amended by the TPA) to evaluate all responsive proposals on the basis of the information provided and the evaluation criteria set forth in Section 2.15. Accordingly, Respondents are urged to ensure that their proposal contains all the necessary information for the TPA to fairly and accurately evaluate each of the criteria below.

2.15 EVALUATION CRITERIA

The Committee shall evaluate and score the Proposals that satisfy the purpose of the project using the following evaluation criteria:

Evaluation Criteria	Max Points
Implementation Plan & Timeline	30
Portfolio of Previous Work <u>and</u> Similar Design Concepts	20
Qualifications	20
Price Proposal	20
DBE Participation	10

The Contact person (Section 1.6) will tabulate an Overall Average Score based on each Selection Committee member's scoring. In the event of a tie, the TPA Executive Director or designee will score the Proposals and his/her scoring will be included in the Overall Average Score to determine the final ranking.

The TPA may reject and choose to readvertise for all or any part of this RFP, whenever it is deemed in the best interest of the TPA. The TPA shall be the sole judge of what is in its "best interest."

2.16 CONTRACT AWARD

One (1) contract will be awarded to the responsive, responsible Respondent(s) whose Proposal is considered to be the most advantageous to the TPA based on the TPA's evaluation.

2.17 STANDARD CONTRACT PROVISIONS

The selected Respondent will be required to execute a contract substantially similar to the attached Sample RFP Contract referenced herein as "Appendix A" and found the TPA's website at <https://www.palmbeachtpa.org/business>. If a Respondent has comments related to any of the

provisions in this RFP and/or the sample contract, comments must be submitted in writing no later than the date specified in the RFP Timetable (see Section 1.4).

Standard TPA Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected Respondent and the TPA be unable to consummate a written contract, the TPA may proceed to the next most advantageous Proposal or issue a new solicitation or cancel the procurement process in its entirety.

2.18 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the TPA. The TPA's obligation will commence upon the effective date of the contract, following execution by both the Respondent and the TPA. The TPA will not be responsible for any work done by the Respondent, even work done in good faith, if it occurs prior to the effective date of the contract.

2.19 INSURANCE REQUIREMENTS

Prior to the effective date of a Contract, it shall be the responsibility of any successful Respondent to provide evidence of the minimum amounts of insurance coverage specified in Exhibit C, Section 15, to Palm Beach Transportation Planning Agency, Attention: Executive Director, 301 Datura Street, West Palm Beach, FL 33401.

Each successful Respondent shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein (see Exhibit C, Section 15). Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as TPA's review or acceptance of insurance maintained by a successful Respondent, are not intended to, and shall not in any manner limit or qualify, the liabilities and obligations assumed by the successful respondent under the Contract.

2.20 AUTHORIZED SIGNATURE

The authorized representative signature required on all Proposals and the Contract must be made by an officer of the company who is legally authorized to enter a contractual relationship in the name of the respondent ("Authorized Person").

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SECTION 3 - PROPOSAL REQUIREMENTS

3.1 BUSINESS INFORMATION FORM

The Respondent shall include the completed Business Information Form (Section 3.1) in the submission including the following:

- Identification of Respondent, including name, address, and Federal I.D. Number etc.
- Proposed working relationship between Respondent and subcontractors, if applicable.
- Percentage of DBE Participation. (Mark 0 if Not Applicable)
- Name, title, telephone number, and e-mail address of contact person during period of proposal evaluation
- Signature by a person authorized to bind Respondent to the terms of the proposal.

3.2 IMPLEMENTATION PLAN & TIMELINE

The Respondent shall include a description of the method of implementation and timeline to deliver the Scope of Services including:

- Customer Needs Research
- Content Incorporation
- Site Design and Layout
- Web Development
- Beta Testing
- Go Live Date
- Post-launch error resolution

3.3 PROPOSED DESIGN CONCEPTS

The Respondent shall provide a Portfolio of Previous Work and Similar Design Concepts for the Scope of Services

3.4 QUALIFICATIONS

The Respondent shall include Qualifications for providing the Scope of Services including:

- Respondent's possession of all business licenses, business tax receipts, and or permits required to perform the Work requested herein in the State of Florida.
- Respondent's past experience, knowledge, skills, and abilities with projects of similar size and complexity in accordance with the scope of services.
- Identification of Staff lead and supporting staff members and accompanying resumes
- Any key differentiators

3.5 PRICE PROPOSAL

The Respondent shall include a price proposal for the scope of services including:

- Total Proposed Cost
- Monthly Maintenance Fee
- Hourly Rates for additional support service.

If the price proposal varies based on any factors, Respondent must provide this information as well.

The Respondent is responsible for the accuracy of the pricing provided as part of the Submittal. Any errors in providing an accurate price response due to inaccuracies are the sole responsibility of the Respondent.

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SECTION 4 – SCOPE

The web developer shall design, deploy, and maintain a new, modern website layout using a non-proprietary content management system.

DESIGN

The web developer shall create a new website that:

- Prioritizes the user experience and gives special consideration to mobile compatibility, language translation, and Americans with Disabilities Act (ADA) accessibility with WCAG Level AA compliance.
- Easily integrates multiple external modules (via iframe or similar) into a page, including the ability to integrate ArcGIS mapping content from an external ESRI webservice.
- Provides non-proprietary content management system for an estimate of 70 pages that are transferred from the existing PalmBeachTPA.org site and designed into a new site with the assistance of TPA staff including, but not limited to, pages, documents, videos, etc. as well as any new materials shared with the developer by TPA staff.
- Creates a Pressroom page.
- Provides a custom form builder with large file upload functionality for a universal and seamless platform to submit public comments, bid proposals, and applications for employment and for project funding through TPA funding programs.
- Provides a solution for organization of upcoming and previous one year of Governing Board and Committee meetings with access to ADA compliant meeting materials (e.g. agendas, agenda packets, presentations, minutes and video).
- Provides easy, clear customization from the front and back-end to edit current pages and build out new pages
- Integrates current “micro-sites” into main site (ex. PalmBeachTPA.org/Okee) without compromising their functionality to avoid driving traffic away from TPA website.
- Uses TPA colors shown below, Tahoma font, and brand standards.

RED	GREEN	DARK BLUE	LIGHT BLUE	GREY
Pantone 1785 C HEX: F8485E R:248 G:72 B:94	Pantone 7479 C HEX: 26D07C R:38 G:208 B:124	Pantone 2172 C HEX: 147BD1 R:20 G:123 B:209	Pantone 2915 C HEX: 62B5E5 R:98 G:181 B:229	Pantone 4195 C HEX: 646566 R:100 G:101 B:102

DEPLOYMENT

The web developer shall recommend a website host for PalmBeachTPA.org and archive website. The TPA shall establish hosting services with the website host under separate agreement. The web developer shall deploy the website based on the design and layout approved by TPA staff.

The web developer shall populate the pages of the new website with the assistance of TPA staff. The development shall utilize content provided by and/or approved by TPA staff. The developer shall focus on excellent technical performance through creation of optimized initial content to minimize load times and configuration of back-end content to support Google Analytics.

The web developer shall provide capability for the TPA to perform Search Engine Optimization (SEO).

MAINTENANCE

The web developer shall provide monthly maintenance services, including but not limited to:

- Maintenance of existing web content to ensure optimal website performance
- Review and correction of website performance issues
- Creation of new web features as requested by the TPA

The web developer shall be paid a base monthly amount for a presumed number of hours for this service, with the expectation that the web developer will be paid hourly for any hours above the presumed monthly total.

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SECTION 5 - DOCUMENTS TO BE SUBMITTED IN PROPOSAL

The Respondent shall complete and submit the following documents as part of its formal submittal. FAILURE TO COMPLETE, SIGN AND SUBMIT THESE DOCUMENTS MAY DEEM A SUBMITTAL NON-RESPONSIVE.

1. Business Information Form (Exhibit A)
2. Implementation Plan and Timeline (Section 3.2)
3. Proposed Design Concepts (Section 3.3)
4. Qualifications (Section 3.4)
5. Price Proposal (Section 3.5)

The Proposal **MUST BE secured with a password** to ensure fair and open competitive process.

A PDF Password Protection Guide can be found in the Sample and Informational Documents Section at PalmBeachTPA.org/Business.

EXHIBIT A - BUSINESS INFORMATION FORM

NAME OF ENTITY: _____
(Exactly as it is to appear on the Contract/Agreement)

ENTITY ADDRESS: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NUMBER: (____) _____ EMAIL: _____

If Respondent is a subsidiary, state name of parent company: _____

All information provided herein must be as to Respondent (subsidiary) and not parent company.

FEDERAL I.D. NUMBER: _____

FORM OF ENTITY:

☐ Corporation ☐ Limited Liability Company ☐ Partnership, General
☐ Partnership, Limited ☐ Joint Venture ☐ Sole Proprietorship

Is Entity registered to do business in the State of Florida? Yes ☐ No ☐

If yes, as of what date? _____

Proposed DBE(s) & Expected percentage of contract to be performed by DBE(s): _____ %

<u>DBE(s) Name</u>	<u>Type of Work</u>	<u>Percentage of Contract</u>
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MANDATORY RESPONDENT CERTIFICATIONS:

The Respondent certifies by signature below the following:

1. The Respondent will register with the Florida Division of Corporations as either a Florida or foreign corporation prior to the effective date of the contract with the TPA if it is the Awardee and is not presently registered.
2. The completed PRICE PROPOSAL is submitted as the current, accurate, complete and all-inclusive Total Pricing, including "out-of-pocket" expenses (if any), to provide the TPA with Services in accordance with the Requirements/Services set forth in this RFS document.
3. This Submittal is current, accurate, complete, and is presented to the TPA for the performance of this contract in accordance with all the requirements as stated in this RFS.
4. The Submittal is provided without prior understanding, agreement, or connection with any corporation, firm, or person providing a Submittal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
5. The Respondent has the financial stability to fully perform the terms and conditions as specified herein, and will provide financial information to document this upon request by the TPA at any time during the solicitation process and in any form deemed necessary by the TPA.

RESPONDENT'S AUTHORIZED SIGNATURE:

SIGNATURE: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

APPENDIX A – SAMPLE AGREEMENT

Sample RFP Contract Agreement available at

PalmBeachTPA.org/Business