



PALM BEACH
Transportation
Planning Agency

REQUEST FOR PROPOSALS

RFP NO. 2022-04

The Palm Beach MPO
d/b/a
The Palm Beach Transportation Planning Agency (TPA)

is seeking Proposals for:

HUMAN RESOURCES CONSULTING SERVICES

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

Palm Beach County Mayor Robert S. Weinroth, TPA Governing Board Chair

Valerie Neilson, Interim Executive Director

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

DATE ISSUED: 07/08/2022

CLOSING DATE AND TIME: 08/12/2022 4:00 pm EDT

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SECTION 1 - GENERAL INFORMATION

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 PalmBeachTPA.org/Business.

PURPOSE OF THE PROJECT

The TPA solicits the services of a qualified firm (Proposer) with the experience, qualifications, and expertise to provide employer and employee facing Human Resources Consultant Services. The vendor will be the first to provide Human Resources Consulting Services to the TPA as this is a newly established process.

PERIOD OF CONTRACT

The proposed effective date of this Contract is October 1, 2022. The TPA anticipates the contracts resulting from this solicitation will continue for a period of thirty-six (36) months from the effective date, expiring September 30, 2025. Two (2) additional twelve (12) month renewal option(s) may be offered at the TPA's sole discretion.

TIMETABLE

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

Activity	Date	Time	Location
RFP available for download	07/08/2022	4:00 p.m.	PalmBeachTPA.org/Business
Deadline for receipt of questions or comments	07/29/2022	4:00 p.m.	Submit via e-mail to finance@PalmBeachTPA.org
Response to questions and RFP amendments (if any) available for download	08/05/2022	4:00 p.m.	PalmBeachTPA.org/Business
Deadline for receipt of proposals	08/12/2022	4:00 p.m.	PalmBeachTPA.org/Business
Password for Proposal Document Transmittal via Email	08/12/2022	4:01p.m. to 5:00p.m.	Submit via e-mail to finance@palmbeachtpa.org

Selection Committee Meeting – Shortlist	08/26/2022	9:00 a.m.	Palm Beach TPA 301 Datura Street West Palm Beach, FL 33401
Posting of Short List	08/26/2022	4:00pm	PalmBeachTPA.org/Business
Oral Presentations	09/02/2022	9:00am	Palm Beach TPA 301 Datura Street West Palm Beach, FL 33401
Posting of Notice of Intent to Award	09/02/2022	5:00pm	PalmBeachTPA.org/Business
Award Date (at TPA Governing Board meeting)	09/15/2022	9:00am	Palm Beach TPA 301 Datura Street West Palm Beach, FL 33401
Contract Start Date	10/01/2022		

NOTE: The TPA reserves the right to alter the above activities, places and/or times at the TPA's sole discretion.

ENTERING PROPOSALS

All proposals must be submitted by 4:00 p.m. on 08/12/2022 via file upload at PalmBeachTPA.org/Business.

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 August 12, 2022, 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 August 12, 2022, 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.

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.

Any questions, explanations, or other requests desired by Proposer(s) regarding this RFP must be made in writing to the Contact Person 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.

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.

ADDITIONAL INFORMATION / AMENDMENT(S)

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 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.

[Remainder of this page intentionally blank]

SECTION 2 – TERMS AND CONDITIONS

PROPOSAL GUARANTEE

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

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.

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.

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.

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.

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.

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.

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 VNeilson@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.

DISADVANTAGED BUSINESS ENTERPRISE

Policy

The TPA does not discriminate on the basis of race, color, national origin, sex, age, religion, disability and family status.

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.

The TPA, the CONSULTANT, and the TPA's other contractors, shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the TPA, in a non-discriminatory environment.

The TPA requires the CONSULTANT, and the TPA's other contractors, to not discriminate on the basis of race, color, national origin, and sex, in the award and performance of this contract. The policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, F.S., and Rule Chapter 1478, Florida Administrative Code.

Those with questions or concerns about nondiscrimination, those requiring special assistance under the Americans with Disabilities Act (ADA), or those requiring language assistance (free of charge) should contact Melissa Murray, Public Relations Director & Title VI/Nondiscrimination Coordinator at (561) 725-0813 or Info@PalmBeachTPA.org.

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).

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.

RESPONSIVE PROPOSALS

The TPA will review each Proposal to determine if the Proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the TPA. A responsive Proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the Proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal, especially information relating to establishing financial/business stability. Respondents who fail to comply with all the required and/or desired elements of this RFP, do so at their own risk.

Proposals will only be considered from firms regularly engaged in the business of providing the goods and/or services required by this solicitation. The Proposer must be able to demonstrate a

good record of performance and have enough personnel to ensure that they can satisfactorily provide services if awarded the Contract as a result of this solicitation.

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

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.

SELECTION PROCESS

The TPA Executive Director shall establish a Selection Committee of no less than three (3) members to select the highest rated responsive bidder to this RFP. 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.

The Committee may choose to recommend a final ranking, designate a short list of three (3) or more Respondents for oral presentations at the date, time and location specified in Section 1.4 (as may be amended by the TPA), or recommend that the TPA reject all Respondents. In the event that the Committee determines the need for oral presentations, the TPA will post the shortlist and notify the of Respondents pursuant to Section 1.4. Upon conclusion of the oral presentations from the designated short-listed vendors, the Committee will meet to rank and establish their final selection. The TPA will publish a Notice of Intent to Award to the selected bidder.

The Selection Committee will submit its recommendation to the TPA Governing Board. The final decision will be at the behest of the TPA Governing Board. The selected vendor will be notified of the decision by the end of the business day of the TPA Governing Board meeting.

EVALUATION CRITERIA

Proposals will be evaluated using information provided in the submittal requirements outlined in Section 3 Proposal Requirements. The Required Content will be scored according to the criteria listed below. Each TPA Selection Committee member will assign a score for each criterion and then rank the proposals on a summary sheet based on the total scores for each proposal.

The Contact Person (Section 1.6) will establish an overall ranking based on each Selection Committee member's ranking. In the event of a tie, a coin toss shall determine the winner.

Evaluation Criteria	Max Points
Implementation Plan, Objectives, and Schedule	15
Ongoing Support Plan	25
Relevant Experience	20
Qualifications	20
Price Proposal	20

AWARD OF CONTRACT

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

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."

STANDARD CONTRACT PROVISIONS

The selected Respondent will be required to execute a contract substantially similar to the attached Sample TPA Contract (Exhibit C). 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.

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.

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.

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").

[Remainder of this page intentionally blank]

SECTION 3 - PROPOSAL REQUIREMENTS

BUSINESS INFORMATION FORM

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

- Identification of Respondent, including name and address.
- 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.

IMPLEMENTATION PLAN, OBJECTIVES, AND SCHEDULE

The Respondent shall provide a comprehensive implementation plan that ensures the following:

- Establishment of a relationship with TPA staff focused on support and communication
- Seamless continuance of human resources services
- Regularly scheduled meetings between the TPA point person and the vendor
- Timeline and implementation objectives

ONGOING SUPPORT PLAN

The Respondent shall provide a plan for the ongoing support of the agency and TPA staff. The plan shall detail the following:

- Conflict and grievance management process
- Hiring and Recruitment proceedings
- Onboarding process
- Training management
- Disciplinary support
- Separation guidance
- Maintenance of personnel documentation and resources

RELEVANT EXPERIENCE

The Respondent shall include examples of relevant experience that demonstrates the vendor's past success in providing Human Resources Consulting Services to clients of similar size and complexity.

QUALIFICATIONS

The Respondent shall include its 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

- Identification of staff lead and supporting staff members and accompanying resumes
- Any key differentiators

PRICE PROPOSAL

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

- Total Proposed Cost for the original term
- Total Proposed Cost for each of the two (2) optional extension periods
- Hourly Rates for each staff level providing the 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.

[Remainder of this page intentionally blank]

SECTION 4 – SCOPE OF SERVICES

The vendor shall provide employer and employee facing HR Consulting Services that are in accordance with Federal and State Human Resource laws, including but not limited to the: Civil Rights Act, Fair Labor Standard Act, Family and Medical Leave Act, Employees with Disabilities Act, Age Discrimination in Employment Act, Occupational Safety and Health Act, and the Fair Credit Reporting Act.

The vendor shall provide HR Consulting Services while employing standards aligned with those of the following organizations: U.S. Office of Personnel Management (OPM), The U.S. Department of Health and Human Services (HHS), and The Society for Human Resource Management (SHRM).

The Contractor shall:

1. Provide regular availability of the following services for staff as required:
 - Conflict resolution
 - Receive, process, and assist with the resolution of all employee grievances
 - Provide employee counseling and guidance
 - Guide disciplinary actions as needed
2. Provide the following recurring services for the TPA as required:
 - Assist with periodic benefits evaluations and administration
 - Recruitment strategy and coordination
 - New Hire HR orientation and onboarding
 - Oversight of performance review, disciplinary, and terminations processes
 - File required state and federal documents
3. Establish and maintain an HR portal including, but not limited to:
 - Library of policies, procedures, resources, and benefits
 - Secure Personnel File Vault with access controls
 - Staff Directory
 - Orientation packet (benefits enrollments, retirement orientation, W-4, etc.)
 - Coordination and monitoring of required trainings
4. Audit and update TPA Personnel Handbook for legal compliance, liability mitigation, and industry best practices including but not limited to:
 - Recruitment Process
 - Onboarding Process
 - Personnel Rules
 - Training Requirements
 - Disciplinary Procedures
 - Separation Process
5. Audit, update, and provide legally compliant Human Resource (HR) forms

EXHIBITS TO THE RFP

- EXHIBIT A - Business Information Form
- EXHIBIT B - Sample RFP Contract Agreement

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 RFP 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 RFP.
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: _____

EXHIBIT B – SAMPLE RFP CONTRACT AGREEMENT

Found at PalmBeachTPA.org/business