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REQUEST FOR PROPOSALS

RFP NO. 2026-01

The Palm Beach Metropolitan Planning Organization (MPO)

is seeking Proposals for:

Information Technology Services and Management

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

City of Boca Raton Council Member Yvette Drucker, MPO Governing Board Chair

Valerie Neilson, Executive Director

**Palm Beach Metropolitan Planning Organization
301 Datura Street
West Palm Beach, FL 33401**

DATE ISSUED: March 13, 2026

CLOSING DATE AND TIME: April 3, 2026, 4:00 pm EST

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INTRODUCTION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued by the Palm Beach Metropolitan Planning Organization (hereinafter referred to as “MPO”). The MPO is the sole point of contact concerning this RFP. All communications regarding this RFP must be done through the Contact Person for the MPO (See Section 1.6). The procurement standards governing this RFP can be found on the MPO website at www.PalmBeachMPO.org/Business

The Palm Beach MPO is a federally mandated public agency that works with partners across Palm Beach County, Florida, and the United States to plan, prioritize, and fund the transportation system.

1.2 PURPOSE OF THE PROJECT

The MPO seeks to retain a qualified consultant team (hereinafter referred to as “Contractor”) to provide Information Technology Services and Management including on-site support.

1.3 PERIOD OF CONTRACT

The proposed effective date of this Contract is July 1, 2026. The MPO anticipates the contract resulting from this solicitation will continue for a period of three (3) years from the effective date, expiring September 30, 2029. Three (3) additional twelve (12) month renewal option(s) may be offered at the MPO’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	3/13/2026	4:00 p.m.	www.PalmBeachMPO.org/Business and www.DemandStar.com
Deadline for receipt of questions or comments	3/27/2026	4:00 p.m.	Submit via e-mail to finance@PalmBeachMPO.org
Response to questions and RFP amendments (if any) available for download	4/2/2026	4:00 p.m.	www.PalmBeachMPO.org/Business and www.DemandStar.com
Deadline for receipt of proposals	4/3/2026	4:00 p.m.	www.DemandStar.com or Palm Beach MPO 301 Datura Street West Palm Beach, FL 33401

Public Opening of Sealed Bids	4/06/2026	2:00 pm	Palm Beach MPO 301 Datura Street West Palm Beach, FL 33401
Selection Committee Meeting	4/16/2026	9:00 a.m.	Palm Beach MPO 301 Datura Street West Palm Beach, FL 33401
Posting of Short List (If applicable)	4/16/2026	4:00 pm	www.PalmBeachMPO.org/Business and www.DemandStar.com
Oral Presentations (if necessary)	4/17/2026	9:00 am	Palm Beach MPO 301 Datura Street West Palm Beach, FL 33401
Posting of Notice of Intent to Award	4/22/2026		www.PalmBeachMPO.org/Business and www.DemandStar.com
Award Date (MPO Governing Board meeting)	05/21/2026		Palm Beach MPO 301 Datura St. West Palm Beach, FL 33401
Contract Start Date	06/01/2026 <u>7/01/2026</u>		

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

1.5 ENTERING PROPOSALS

All proposals must be submitted by 4:00 p.m. on 04/03/2026.

The submission of a proposal by a Respondent will be considered by the MPO as constituting a legal offer by the Respondent to perform the required services identified therein. Respondents can choose one of the following options for submittal:

1. Respondents may submit electronically via DemandStar at www.DemandStar.com. The Proposal package, including all signed/authorized/notarized forms, can be uploaded through the DemandStar website. The RFP will be available under the Palm Beach Metropolitan Planning Organization name.
2. Respondents may submit Proposals in person. Please see instructions below.
3. Respondents may submit Proposals by mail. The MPO cannot be held liable for documents that become lost, misplaced, or delayed by any and all delivery services including, but not limited to, USPS, FedEx, UPS, etc. Please see instructions below.

In person/mail submittal instructions: Respondents submitting Hard/paper copies of the Proposal must submit in a package with an unbroken seal, including all signed/authorized/notarized forms. All Proposals should be formatted to print on letter size paper with arial type in 11 or 12 pt. text. Any proposal materials submitted unsealed are not eligible for consideration.

In person or mail submittals must be addressed and delivered to the Contact Person:

Palm Beach MPO c/o Jessica Lopez
301 Datura St.
West Palm Beach, FL 33401

1.6 CONTACT PERSON

The MPO Contact Person for this RFP is Jessica Lopez, Procurement and Contracts Coordinator, (561) 725-0821, e-mail address: Finance@PalmBeachMPO.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 MPO staff concerning this RFP is permitted, except as authorized by the Contact Person designated herein.

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

1.7 ADDITIONAL INFORMATION / AMENDMENT(S)

Changes to this RFP, when deemed necessary by the MPO, 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.PalmBeachMPO.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 MPO shall not be responsible for the completeness of any RFP package not downloaded directly from the MPO website or www.DemandStar.com.

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.

The MPO shall not be responsible for the completeness of any RFP package not downloaded directly from the MPO website or www.DemandStar.com.

SECTION 2 – TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

The Respondent guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their Proposal. *For this proposal, the MPO is not requiring a proposal bond.*

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 MPO 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 MPO 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 MPO, 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 MPO in accordance with the MPO'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.). As a result, all submittals will be subject to the Florida public records law, Chapter 112, Florida Statutes. 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 119.0715

and Section 688.002, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, determination will be made by the MPO as to whether the identified information is in fact confidential. If the document is withheld from public disclosure pursuant to Section 119.0715, the Respondent may, at the MPO's option, be required to defend the MPO's decision to withhold disclosure of the document or portion thereof that the Respondent has designated as a "trade secret."

2.8 NEGOTIATIONS

The MPO, at its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluated responsive, responsible Respondent(s). If the MPO and said Respondent(s) cannot negotiate a successful Contract, the MPO may terminate said negotiations and begin negotiations with the next highest evaluated responsive, responsible Respondent. This process will continue until the Contracts acceptable to the MPO have been executed or all proposals are rejected. No Respondent shall have any rights against the MPO arising from such negotiations or termination thereof.

2.9 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 MPO Executive Director within five (5) business days of the posting of Intent to Award by the MPO.

- A. Protests must be submitted in writing, addressed to the MPO Executive Director, via hand delivery, U.S. Mail, or e-mail to VNeilson@PalmBeachMPO.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 MPO. 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 MPO 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 MPO 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 MPO 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 MPO in accordance with the Palm Beach MPO Procurement Policy. If the upholding of the protest will result in a cancellation of the RFP, the MPO 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 MPO 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) MPO 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 MPO Executive Director and will issue a final

decision. The Appeal Committee's decision shall be the final determination and disposition of the protest.

2.10 TITLE VI, EQUAL OPPORTUNITY EMPLOYMENT, AND NONDISCRIMINATION

All proposers and the selected consultant will abide by applicable nondiscrimination authorities and will not discriminate on the basis of race, color, national origin, sex, age, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, religion, family status, or any other characteristic protected by federal, state, or local laws.

The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: The MPO does not discriminate on the basis of race, color, national origin, sex, age, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, religion, family status, or any other characteristic protected by federal, state, or local laws.

For more information, contact Carly Diglio, Public Involvement Officer at info@palmbeachMPO.org (561) 725-0813 or 711 (for hearing impaired). Those individuals requiring language services (free of charge) or accommodation for a disability should contact the MPO at least 5 days in advance.

~~2.11 DISADVANTAGED BUSINESS ENTERPRISE~~

~~Disadvantaged businesses, as defined by 49 Code of Federal Regulations (CFR), Part 26, shall have an opportunity to participate in the performance of MPO 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 MPO, the CONTRACTOR, and the MPO's other contractors, shall take all necessary and reasonable steps to ensure the disadvantages businesses have an opportunity to compete for and perform the contract work of the MPO, in a non-discriminatory environment.~~

~~The MPO, the CONTRACTOR, and the MPO's other contractors, shall not discriminate on the basis of race, color, national origin, sex, age, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, religion, family status, or any other characteristic protected by federal, state, or local laws, in the award and performance of its contracts.~~

~~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, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.~~

~~A. CONTRACT AWARD CRITERIA~~

~~The MPO is required to implement the FDOT DBE Program on any contracts with FHWA funds. In accordance with 49 CFR Part 26.21, and the FDOT DBE Program Plan, DBE participation on FHWA-assisted contracts must be achieved through race-neutral~~

~~methods. FDOT operates a 100% race and gender neutral DBE program. Therefore, no specific DBE contract goal may be applied to this project.~~

- ~~a. The MPO will not require use of DBEs by the consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.~~
- ~~b. The MPO will not use bidder DBE commitments to evaluate bidder proposals or to select the winning consultant.~~
- ~~c. The MPO will not employ local or regional preferences in the evaluation or award of the contract.~~
- ~~d. The MPO is precluded from using any business program besides the Florida Department of Transportation ("FDOT") DBE program. County or municipal small, minority or women's programs will not be used in award, evaluation, or delivery of the contract.~~

~~Certified DBE's are listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services is available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers.~~

~~More information is available by visiting:~~

~~<https://www.fdot.gov/equalopportunity/dbecertification.shtm> or calling 850-414-4750.~~

~~**B. 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 reported. It is the responsibility of the respondent to confirm and document the certification of any proposed DBE.~~

~~**C. DBE Reporting**~~

~~All bidders are required to complete and submit the DBE Bidder Opportunity List form as part of the submission package. The DBE Bidder Opportunity List form is included as Attachment F of this RFP package.~~

~~The selected consultant is required to complete a Commitments and Payments report. This report must indicate whether the consultant will utilize Disadvantaged Business Enterprises (DBEs) for the awarded contract.~~

- ~~• **No DBEs:** If the consultant indicates no DBE participation, they may proceed with submitting the Commitments and Payments report.~~
- ~~• **DBE Participation:** If the consultant indicates DBE participation, they must provide a detailed list of DBE commitments and subcontractors within the Commitments and Payments report.~~

~~The consultant is obliged to update the Commitments and Payments report at least every thirty (30) days to reflect on current commitments and payment statuses.~~

~~The selected consultant may be required to use the FDOT EOC system to report the use (or lack thereof) of DBEs. The consultant may be required to enter both its DBE commitments and subcontractor list in EOC. Once using the FDOT EOC System, the selected consultant must access FDOT at least every thirty (30) days to update commitments and enter EOC payments.~~

~~Assistance or information about the FDOT EOC System can be found by contacting the system administrator at eoohelp@dot.state.fl.us.~~

2.12 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).

2.13 FEDERAL DEBARMENT

By submitting a response to this RFP, the Offeror certifies that neither it nor any of its principals (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction on this transaction by any Federal department or agency.

2.14 RESPONSIVE PROPOSALS

Each Proposal will be reviewed to determine responsiveness to the RFP. A Responsive Proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required as stated in Section 3. Proposals deemed to be non-responsive will be rejected from further evaluation by the MPO.

The MPO, at its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluated responsive, responsible Respondent(s). If the MPO and said Respondent(s) cannot negotiate a successful contract, the MPO 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 MPO has been executed or all Proposals are rejected. No Respondent shall have any rights against the MPO arising from such negotiations or termination thereof.

The MPO 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 MPO. A responsive Proposal is one which:

- Includes all required documents listed on the "ATTACHMENTS" check list
- Has been signed, authorized, and notarized by all parties
- Has been submitted by the specified submission time
- Has provided the information required to be submitted with the Proposal (as stated in Section
- Otherwise complies with the requirements of this RFP.

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.

Notwithstanding these proposal requirements, the MPO reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. The MPO is not required to request that the Respondent address any perceived irregularity. However, the MPO may inquire into any perceived irregularity. Upon request, it shall be the responsibility of the respondent to address the determined minor irregularity within a time frame specified by the MPO (normally within two working days of request). Failure of a respondent to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

2.15 EXCEPTIONS TO THE RFP

All exceptions taken must be specific, and the Respondent must indicate clearly what alternative is being offered to allow the MPO 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 MPO is under NO obligation to accept any proposed exceptions or alternatives.

2.16 MPO'S EXCLUSIVE RIGHTS

The MPO reserves the exclusive right to:

- Waive any deficiency or irregularity in the selection process.
- Accept or reject any or all qualifications statements in part or in whole.
- Request additional information as appropriate; and,
- Reject any or all Proposals if found not to be in the best interest of the MPO.

By providing a Proposal for this RFP, all Respondents acknowledge and agree that no enforceable agreement arises until the MPO signs the Agreement, that no action shall require the MPO to sign such agreement at any time, and that each Respondent waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, etc., as a result of the MPO not signing such agreement.

2.17 SELECTION PROCESS

The MPO 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 MPO) to evaluate all responsive proposals on the basis of the information provided in Section 2.15 and the evaluation criteria set forth in Section 2.19. Accordingly, Respondents are urged to ensure that their proposal contains all the necessary information for the MPO 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 MPO), or recommend that the MPO reject all Respondents. In the event that the Committee determines the need for oral presentations, the MPO will post the short list of Respondents pursuant to Section 1.4.

2.18 EVALUATION CRITERIA

Proposals will be evaluated using information provided in the proposal requirements outlined in Section 3.2 Required Content. The Required Content will be based on the qualifications, professional background, and experience of staff members as related to the criteria listed below. Each MPO 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, the Selection Committee Chair shall facilitate further deliberations among the Selection Committee members which shall continue until a final decision is reached in accordance with the evaluation criteria set forth in this RFP.

Evaluation Criteria	Max Points
Experience and Qualifications - Project Manager's (PM) and staff/sub-consultant experience related to Scoped Services, ability to manage multiple team members, clients, and projects at any given time, and professional background.	35 <u>30</u>
Responsive to Scope / Project Approach - Understanding and responsiveness to the Scope of Services, and clarity and organization of the planning proposal.	35 <u>25</u>
Client Communication, References, and Responsiveness – Assessment of turnaround times, communication, and responsiveness from client references to gauge satisfaction and ability to meet expectations	10
Quality Control and Assurance – Proper processes, protocols, and assessment mechanisms are in place to provide quality control and assurance.	20 <u>15</u>
Cost/Price Proposal – Assessment of overall proposal costs and reasonableness for the work to be performed as per the Technical Proposal	<u>20</u>
Total	100

2.19 AWARD OF CONTRACT

One (1) contract will be awarded to the responsive, responsible Respondent whose proposal is considered to be the most advantageous to the MPO based on the MPO's evaluation. The MPO may reject proposals and readvertise for all or any part of this RFP whenever deemed in the best interest of the MPO. The MPO shall be the sole judge of what is in its "best interest."

2.20 STANDARD CONTRACT PROVISIONS

Required USDOT assisted contract language

CONTRACT ASSURANCE

The Organization will ensure that the following clause is placed in every USDOT- assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of the 49 CFR part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

PROMPT PAYMENT

The Organization will ensure that the following requirements are placed in every USDOT-assisted contract and subcontract.

- (A) Every contract awarded by the MPO for performance of work shall contain a provision requiring the prime contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the Prime Contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the Prime Contractor pursuant to an agreement with the subcontractor, as approved by the MPO for payment. The MPO shall not make any such progress payment before receipt of such certification, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the MPO and the affected subcontractors and suppliers.
- (B) Every Contract let by the MPO for the performance of work shall contain a provision requiring the Prime Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the MPO and the affected subcontractors or suppliers within a 30-day period.

CONFIDENTIALITY OF PROPOSALS

Proprietary Information:

“In accordance with Chapter 119 of the Florida Statutes (Public Records Act), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that the Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider to be confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.”

Please note that the sections 119.07(3)(m) of the Florida Statutes address in part the issue of the public nature of sealed bids or proposals, as well as the non-public nature of certain trade secrets. The proposal submitted by your company may contain **areas**, that are designated “**confidential**” or “**exempt from disclosure**”. If your proposal contains such information, you are required to advise the Palm Beach MPO with specificity the applicable law making those provisions exempt

from disclosure in accordance with the Public Records Law. **A generic notation that the information is “confidential” will not suffice.**

Failure to provide the Departments of Finance and Administration with a detailed explanation and justification, including statutory cites and specific reference to your bid package detailing what provisions, if any, you believe are exempt from disclosure in accordance with Chapter 119 of the Florida Statutes.

2.21 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the MPO. MPO’s obligation will commence upon the effective date of the contract, following execution by both the Respondent and the MPO. The MPO 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.

2.22 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 to Palm Beach Metropolitan Planning Organization, Attention: Executive Director, 301 Datura Street, West Palm Beach, FL 33401.

- Commercial General Liability no less than 1,000,000.00 Combined Single Limit for bodily injury or death of one or more persons, or property damage in aggregate, and naming the MPO as an “additional insured”. No primary policy shall have a deductible of not more than \$10,000 without the written approval of the MPO, and the excess/umbrella policy shall provide insurance for any loss or damage over the maximum limits of the primary policy.
- The CONTRACTOR shall maintain Workers' Compensation Insurance, employer’s liability insurance and any other insurance as required by Florida Statutes. In addition, the CONTRACTOR must obtain Employers’ Liability Insurance with limits of not less than: \$500,000 Bodily Injury by Accident, and \$500,000 Bodily Injury by Disease, each employee adjusted periodically as may be required by law from time to time. The Workers’ Compensation insurance shall extend to all employees of the CONTRACTOR and, if required by law, shall also extend to volunteers of the CONTRACTOR.

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 section 2.24. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as MPO’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.

2.23 SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. The MPO may immediately terminate the Contract at its sole

option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

- B. If the Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. The MPO may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- D. If federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

2.24 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”).

SECTION 3 - PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT

The respondent shall submit one (1) electronic copy (ex: USB) of the complete Proposal as a PDF document. SEALED Proposals can be submitted in person directly to the MPO at 301 Datura Street, West Palm Beach, FL 33401 or can be submitted via the online portal www.DemandStar.com. Proposals should be formatted to print on 8 ½” x 11” pages.

3.2 REQUIRED CONTENT

Proposals shall contain all the documents listed below, each fully completed, signed, and notarized as required. Failure of a Respondent to provide the required information is cause to deem the Proposal non-responsive. Notwithstanding these Proposal requirements, the MPO reserves the right, at its sole discretion, to waive any minor irregularity relating to the Proposal.

- 1) Cover Letter - Proposals shall provide a Cover Letter to the MPO containing, at a minimum:
 - Respondent identification (name, address, email address and telephone number).

- Proposed working relationship between Respondent and subcontractors, if applicable.
 - Contact for proposal evaluation period (Name, title, address, telephone number, e-mail)
- 2) Table of Contents - Proposals shall contain a Table of Contents that outlines in sequential order all the areas of the proposal and allows for clarity and ease of review of the proposal.
- 3) Technical Project Proposal – maximum 10 pages in length (excluding cover letter, table of contents, and attachments). The Technical Project Proposal shall demonstrate experience, qualifications, and approach in accomplishing the activities outlined below.
- Summary of Respondent’s history, mission, and relevant experience with co-managed IT environments or similarly scoped managed service contracts.
 - A description of the Respondent’s organizational structure, including a chart identifying departments, divisions, and reporting relationships relevant to service delivery.
 - Identification of key personnel proposed for this engagement, including role descriptions, qualifications, and relevant experience.
 - Staffing plan that details on-site and off-site resources, after-hours support, and escalation protocol and procedures for critical incidents.
 - A list of certifications held by proposed staff.
 - A description of any subcontractors or third-party partners involved in service delivery, including their roles and qualifications.
 - (3) Three Customer References with comparable requirements or similarly scoped managed services. The Customer Reference form has been uploaded to the website: <https://palmbeachmpo.org/business/>.
 - The Respondent shall describe its proposed approach to fulfilling the full scope of operational services. A detailed explanation of how the Respondent will manage the following service areas:
 - Microsoft Infrastructure management, Microsoft 365, and related programs
 - Workstation and endpoint support, patching, and maintenance.
 - Office Networking, Directory services, capacity planning, and back up operations
 - An Overview of requests, incident, change, and problem management processes.
 - The Respondent shall possess experience and working knowledge of audiovisual (AV) systems and their integration with network infrastructure, including but not limited to connectivity, bandwidth requirements, security considerations, and interoperability with existing systems.
 - The Respondent shall outline its approach to security operations and compliance.
 - Description of Security Operations
 - Patch management for servers, network devices, and systems.
 - Identity and Access Management
 - Threat Detection, vulnerability scanning, and remediation workflows
 - An overview of how the Respondent will enforce governance and compliance policies.
 - A description of additional add-on services such as
 - Penetration Testing (Methodology, tools, reporting)
 - Risk Assessments and Configuration Reviews
 - Configuration Management Database (CMDB) and backup validation activities

- The Respondent shall describe how it will maintain transparency and collaborate effectively with the MPO throughout the term of the contract.
 - A description of the proposed reporting deliverables
 - Key Performance Indicators (KPI's)
 - Compliance Dashboards
 - Incident and problem trend reporting
 - Service Catalogue Use and Change Tracking
 - Inventory reports
 - A summary of tools or platforms used for live and static reporting
 - Proposed format and cadence for recurring service review meetings, including a sample agenda and approach to documenting follow ups
 - A communication protocol for issue escalation, service interruptions, and emergency coordination.
 - A collaboration plan addressing:
 - Integration with agency-managed endpoint services
 - Joint troubleshooting and policy enforcement efforts
 - Onboarding and training practices for shared workflows

4) Price Proposal – The respondent shall provide monthly or annual pricing for recurring services such as:

- a) Help Desk Support
- b) Network Monitoring
- c) Back up and Disaster Recovery
- d) Cybersecurity monitoring
- e) Other Value-added services and associated costs

5) Attachments

Attachment A – (One (1) page (8.5"x 11") organization chart identifying key personnel, roles and subconsultants; if applicable)

Attachment B – MPO Authorized Representative Form (Notarized)

Attachment C – Attachment Affidavit Regarding Labor and Services (Form No. 375-030-31)

Attachment D – Drugfree Workplace Certificate Form

Attachment E- Customer Reference Form

SECTION 4 – ATTACHMENTS

IMPORTANT!

FAILURE TO:

1. SUBMIT THE FORMS CONTAINED IN THIS CHECKLIST,
2. SUBMIT THE FORMS COMPLETED IN ITS ENTIRETY,
3. MEET ALL PROPOSAL REQUIREMENTS,
4. PROVIDE ALL SIGNATURES SIGNED BY AN AUTHORIZED REPRESENTATIVE, and
5. NOTARIZE DOCUMENTS THAT REQUIRE NOTARIZATION,

WILL BE CAUSE FOR THE PROPOSAL TO BE DEEMED “NON-RESPONSIVE” AND WILL RESULT IN IMMEDIATE REJECTION OF THE ENTIRE PROPOSAL.

____ ATTACHMENT A – (One (1) page (8.5”x 11”) organization chart identifying key personnel, roles and subconsultants; if applicable)

____ ATTACHMENT B – MPO Authorized Representatives Form

____ ATTACHMENT C – Labor and Services Affidavit 375-030-31 Form

____ ATTACHMENT D – Drug Free Workplace Certification Form

____ ATTACHMENT E – Customer Reference Form

Additional requirements for the proposal may be found throughout the RFP document. Please read the RFP document in its entirety to ensure that all requirements have been met. Any proposal submitted without the required documentation may be considered non-responsive and subsequently ineligible for consideration.