



REQUEST FOR SERVICES

RFS NO. 2026-03

The Palm Beach Metropolitan Planning Organization
is seeking Submittals for:

Website Management Services

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

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: April 3, 2026, 4:30 P.M. EST

CLOSING DATE AND TIME: April 27, 2026, 4:00 P.M. EST

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SECTION 1 - GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Services (RFS) is issued by the Palm Beach MPO (hereinafter referred to as "MPO"). The MPO is the sole point of contact concerning this RFS. All communication regarding this RFS must be done through the MPO as outlined in Section 1.6, Contact Person. The procurement standards governing this RFS can be found on the MPO website at www.PalmBeachMPO.org/Business.

1.2 PURPOSE OF THE PROJECT

The MPO is soliciting submittals from qualified firms to provide professional ongoing website maintenance, technical support, and development services for the Palm Beach MPO website, built on the WordPress platform, to ensure the website remains secure, functional, accessible, and responsive to the needs of the public and MPO staff.

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 thirty-six (36) months, expiring June 30, 2029. Two (2) 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 RFS and Contract approval are as follows:

| Activity | Date | Time | Location |
|--|------------------|------------------|---|
| RFS available for download | 4/3/2026 | 4:30 p.m. | www.PalmBeachMPO.org/Business and www.DemandStar.com |
| Deadline for receipt of questions or comments | 4/10/2026 | 4:00 p.m. | Submit via e-mail to finance@PalmBeachMPO.org |
| Response to questions and RFS amendments (if any) available for download | 4/15/2026 | 4:00 p.m. | www.PalmBeachMPO.org/Business and www.DemandStar.com |
| Deadline for receipt of proposals | 4/27/2026 | 4:00 p.m. | www.DemandStar.com or Palm Beach MPO 301 Datura Street West Palm Beach, FL 33401 |
| Public Opening of Sealed Bids | 4/28/2026 | 11:00 am | Palm Beach MPO 301 Datura Street West Palm Beach, FL 33401 |
| MPO Staff Evaluation Meeting | 5/11/2028 | 11:00 a.m. | Palm Beach MPO Teams Meeting |

| | | | |
|--|-----------|---------|---|
| Posting of Short List (If applicable) | 5/12/2026 | 4:00 pm | www.PalmBeachMPO.org/Business and www.DemandStar.com |
| Oral Presentations (if necessary) | 5/15/2026 | 2:00 pm | Palm Beach MPO 301 Datura Street West Palm Beach, FL 33401 |
| Posting of Notice of Intent to Award | 5/20/2026 | 4:00 pm | www.PalmBeachMPO.org/Business and www.DemandStar.com |
| Award Date | 5/21/2026 | | |
| Contract Start Date | 7/1/2026 | | |

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

1.5 ENTERING SUBMITTALS

All proposals must be submitted by 4:00 p.m. on 04/27/2026.

The submittal 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 RFS is Jessica Lopez, Procurement & Contracts Coordinator, (561) 725-0821, e-mail address: Finance@PalmBeachMPO.org.

Any questions, explanations, or other requests desired by Proposer(s) regarding this RFS 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 RFS until the award of contract, no contact with MPO Staff concerning this RFS is permitted, except as authorized by the contact person designated herein.

1.7 ADDITIONAL INFORMATION / AMENDMENT(S)

Changes to this RFS, when deemed necessary by the MPO, will be completed only by written Amendment(s) issued no later than the date specified in the RFS Timetable (Section 1.4). Respondents should not rely on any representations, statements or explanations other than those made in the RFS or in any Amendment to this RFS. In the case of any apparent conflict between the RFS 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 check for any Amendments prior to the deadline for receipt of Submittals. The MPO shall not be responsible for the completeness of any RFS package not downloaded directly from the MPO 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.

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 - GENERAL TERMS AND CONDITIONS

2.1 SUBMITTAL GUARANTEE

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

2.2 MODIFIED SUBMITTALS

A Respondent may submit a modified Submittal to replace all or any portion of a previously submitted Submittal until the deadline for receipt of Submittals. The MPO will only consider the latest version of the Submittal.

2.3 WITHDRAWAL OF SUBMITTALS

A Submittal may be withdrawn only by written notification. Letters of withdrawal received after the deadline for receipt of Submittals 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 Submittals.

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

2.4 LATE SUBMITTALS, LATE MODIFIED SUBMITTALS

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

2.5 RFS POSTPONEMENT / CANCELLATION

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

2.6 COSTS INCURRED BY RESPONDENTS

All expenses incurred with the preparation and submission of submittals to the MPO, or any work performed in connection therewith, shall be borne by the responding party. No payment shall be made for submittals 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 RFS 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

In accordance with the Palm Beach MPO Procurement Policy, Requests for Services are exempt from protests.

2.10 TITLE VI, EQUAL OPPORTUNITY EMPLOYMENT & 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 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).

2.12 FEDERAL DEBARMENT

By submitting a response to this RFS, the Offeror certifies that neither it nor any of its principals (which include 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.

2.13 RESPONSIVE SUBMITTALS

Each Submittal will be reviewed to determine responsiveness to the RFS. A Responsive Submittal 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. Submittals 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 Submittals 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 Submittal is responsive to the RFS. Submittals 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 Submittal (as stated in Section
- Otherwise complies with the requirements of this RFS.

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 Submittal, especially information relating to establishing financial/business stability. Respondents who fail to comply with all the required and/or desired elements of this RFS 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.

2.14 EXCEPTIONS TO THE RFS

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 Submittal. Respondents are cautioned that submitting an alternative Submittal 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.

2.15 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 Submittals if found not to be in the best interest of the MPO.

By providing a Submittal for this RFS, 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.

2.16 SELECTION PROCESS

Responsive Submittals will be evaluated by MPO Staff appointed by the Executive Director. Staff will evaluate and score the responsive and qualified submittals based on the evaluation criteria

set forth in **Section 2.17**. Accordingly, Respondents are urged to ensure that their submittal contains all the necessary information for the MPO to fairly and accurately evaluate each of the criteria.

The Selection Process will occur on the date(s) provided in Section 1.4 Timetable.

MPO Staff will score based on the evaluation criteria listed in **Section 2.17** of this RFS and then rank the submittals based on the total score. The Procurement and Contracts Coordinator will establish an overall ranking based on the staff's individual rankings.

Staff may choose to recommend a final ranking to the Executive Director or recommend that the MPO rejects all Respondents.

A final recommendation will be provided to the Executive Director. The MPO will publish a Notice of Intent to Award for the selected Respondent.

2.17 EVALUATION CRITERIA

Submittals will be evaluated using information provided in the RFS requirements outlined in Section 3 (Proposal Requirements) and Section 4 (Scope of Services). The Required Content will be based on the qualifications, professional background, pricing, 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 RFS.

| Evaluation Criteria | Max Points |
|---|------------|
| Experience and Qualifications - Contractor demonstrated experience developing and management for government agencies, public sector, or similar entities | 30 |
| Approach to Scope of Services - Understanding and responsiveness to the Scope of Services and Agency needs | 30 |
| Pricing Proposal – Contractor provided competitive and transparent pricing and clarity in pricing breakdown | 20 |
| Technical Capabilities – Experience with content management systems, website security protocols, mobile responsiveness and cross-browser compatibility, compliance with accessibility requirements (ADA) | 20 |
| Total | 100 |

2.18 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."

2.19 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.

2.20 COMMENCEMENT OF WORK

This RFS does not, by itself, obligate the MPO. The MPO’s obligation will commence when an agreement is executed by the Executive Director and provided to the Respondent. 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 contract start date set by the MPO.

2.20 INDEMNIFICATION

The successful Respondent shall indemnify, and hold harmless the MPO, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the successful Respondent and other persons employed or utilized by the successful Respondent in the performance of the services under the Contract.

2.21 TAXPAYER IDENTIFICATION NUMBER

The successful Respondent(s) shall provide the MPO with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this solicitation.

2.22 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 TABLE OF CONTENTS AND COVER LETTER

Submittals must contain a Table of Contents and Cover Letter. The Table of Contents should outline in sequential order all areas of the Submittal and should allow clarity and ease of review of the proposal.

Cover letter should include the following:

- Firm name, address, phone number, email address, and primary contact person.
- A brief statement confirming understanding of the scope and commitment to provide services.

3.2 QUALIFICATIONS

The Respondent shall include Qualifications for providing Scope of Services (limited to ten (10) pages) including:

- Overview of the Contractor such as years in business and ownership structure or organizational chart.
- Identification of key personnel and supporting team members with accompanying resumes.
- Respondent's past experience, knowledge, skills, and abilities with projects of similar size and complexity in accordance with the scope of services.
- Verification of all business licenses, business tax receipts, and or permits required to perform the Work requested herein in the State of Florida.
- Proof of Insurances to include both General Liability and Workers' Compensation.

3.3 PRICE PROPOSAL

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

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

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 in the provided template are the sole responsibility of the Respondent.

3.4 BUSINESS INFORMATION FORM

The Respondent shall include the completed Business Information Form 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.
- 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

3.6 CUSTOMER REFERENCE FORMS

The Respondent shall include three (3) completed Customer Reference Forms in the submission.

- References of at minimum three (3) clients who share a similar scope where the Contractor has provided both janitorial services and supplies. References are to include:
 - Organization Name
 - Contact Person
 - Phone/Email
 - Description of Services provided
 - Duration of Contract to include Date Range

Remainder of this page intentionally blank

SECTION 4 - SCOPE OF WORK / SERVICES

The selected web developer (“Consultant”) shall provide ongoing website maintenance, technical support, and development services for the Palm Beach MPO website, currently built on the WordPress platform, to ensure the website remains secure, functional, accessible, and responsive to the needs of the public and MPO staff.

The Consultant shall support the existing WordPress-based website platform and provide services necessary to maintain and improve the site’s functionality, performance, accessibility, and user experience.

4.1 Website Maintenance Services

The Consultant shall provide ongoing monthly website maintenance services including, but not limited to, the following:

A. General Website Maintenance

- Maintain the current Palm Beach MPO website to ensure reliable operation and optimal performance.
- Perform routine system monitoring, software updates, and maintenance necessary to support the website platform and associated applications.
- Identify and resolve broken links, functionality errors, and performance issues.
- Maintain compatibility with current versions of major web browsers and mobile operating systems.
- Conduct periodic performance checks and implement improvements to maintain optimal site speed and reliability.
- Provide recommendations to improve overall website performance and usability.

B. Content Management Support

- Assist MPO staff with posting, updating, and managing website content including pages, documents, images, forms, and other materials.
- Support the MPO’s content management system (CMS) to ensure staff can easily maintain and update the website.
- Provide guidance to MPO staff on formatting, layout, accessibility, and best practices for web publishing.
- Implement minor layout or formatting adjustments to improve usability and readability.

C. Technical Support

- Provide technical support to address website functionality issues reported by MPO staff.
- Troubleshoot and resolve system or performance issues affecting the website.
- Provide consultation on technical solutions for new website needs.

4.2 Website Enhancements and Feature Development

The Consultant shall support the ongoing improvement of the website and may be requested to develop new functionality including:

- Development of new webpages, site sections, forms, or user features.
- Improvements to website navigation, layout, and overall user experience.
- Implementation of interactive tools, forms, or applications.
- Integration of mapping, data visualization, or other digital engagement tools.
- Integration of third-party services or applications as requested by the MPO.

All new features shall integrate seamlessly with the existing website design, structure, and functionality.

4.3 Design, Accessibility, and Functional Requirements

All work performed under this contract shall comply with the following requirements.

A. User Experience

The website shall prioritize a user-friendly experience that allows visitors to easily locate information related to transportation planning, projects, programs, meetings, and public engagement activities.

The website shall:

- Provide intuitive navigation and clear site organization.
- Be fully responsive and optimized for desktop, tablet, and mobile devices.
- Maintain fast loading speeds and efficient performance.

B. Accessibility and ADA Compliance

The Consultant shall ensure the website complies with the Americans with Disabilities Act (ADA) and applicable accessibility standards.

The website shall:

- Conform to **Web Content Accessibility Guidelines (WCAG) 2.1 Level AA** or current ADA accessibility standards.
- Maintain accessibility of website content, navigation, and functionality.
- Support integration of tools or services that assist with ADA website and document compliance.

C. Integration Capabilities

The website shall support integration of external applications and tools, including but not limited to:

- Embedded modules through frames or similar technologies.
- Integration of ArcGIS and ESRI-based mapping applications from external sources.
- Integration of web-based tools that support MPO planning, data visualization, or public engagement activities.

D. Content Management and Customization

The website platform shall provide the MPO with a content management system that allows authorized staff to:

- Easily edit and update existing pages.
- Create and add events to the calendar.
- Create and publish new webpages.
- Upload and manage documents and media.
- Maintain consistent formatting and layout.

The system should allow clear and efficient customization from both the front-end and back-end of the website.

E. Microsite Integration

The Consultant shall support integration of existing MPO microsites into the main MPO website when appropriate.

Microsites shall retain their intended functionality while supporting overall navigation and traffic flow to the main MPO website.

F. Branding and Design Standards

The Consultant shall ensure the website design adheres to Palm Beach MPO branding standards including color palette, typography, logos, and visual identity guidelines provided by the MPO.

4.4 Security and Reliability

The Consultant shall implement and maintain appropriate website security practices including:

- Maintaining current software and security updates.
- Monitoring for vulnerabilities and addressing security risks.
- Protecting against malicious activity including malware, spam, and unauthorized access.
- Ensuring appropriate data protection and backup procedures are in place.

4.5 Service Levels and Response Times

The Consultant shall provide timely support for website maintenance and issues.

Minimum service expectations shall include:

| Issue Type | Response Time | Resolution Goal |
|-------------------------------|------------------------|------------------------|
| Critical Website Outage | Within 4 hours | Within 24 hours |
| Major Functional Issue | Within 1 business day | Within 2 business days |
| Minor Issue or Content Update | Within 2 business days | As mutually agreed |

The Consultant shall provide a designated point of contact for technical support.

4.6 Compensation Structure

The Consultant shall provide:

Monthly Maintenance Fee

A fixed monthly rate covering routine website maintenance, technical support, and minor updates as described in this scope.

Additional Services

Services not included in the monthly maintenance scope shall be provided at either:

- A flat rate per task, or
- An hourly rate schedule.

The Consultant shall clearly identify which services are included in the monthly maintenance plan and which services would incur additional costs.

4.7 Website Hosting and Infrastructure

The Consultant shall clearly identify the hosting environment used to support the Palm Beach MPO website and ensure the hosting platform provides reliable, secure, and scalable performance.

Hosting services shall include, but are not limited to:

- Secure website hosting in a reliable cloud or managed hosting environment.
- A minimum website uptime target of **99.5% or greater**, excluding scheduled maintenance.
- Routine system monitoring to ensure website availability and performance.
- Secure data storage and protection of website content and files.
- Regular backups of website files and databases with the ability to restore the website in the event of system failure or data loss.
- Implementation of appropriate cybersecurity protections, including secure protocols, firewalls, and malware protection.

If hosting is not provided by the Consultant, the Consultant shall coordinate with the MPO's hosting provider to ensure proper operation and support of the website.

4.8 Website Analytics and Performance Reporting

The Consultant shall support the monitoring and evaluation of website performance and usage. Services shall include:

- Integration and maintenance of website analytics tools such as **Google Analytics or a similar platform**.
- Configuration of analytics to track key website metrics including:
 - Website traffic and visitor behavior
 - Most frequently visited pages
 - Geographic distribution of users
 - Device type and browser usage
 - User engagement and navigation patterns
- Assistance with interpreting website analytics data to help the MPO improve user experience and content accessibility.
- Provision of **periodic performance reports**, upon request, summarizing website activity and trends.

4.9 Ownership of Website, Code, and Data

All website content, code, graphics, documents, data, and digital assets created or maintained under this contract shall remain the property of the **Palm Beach MPO**.

The Consultant shall ensure that:

- The MPO retains full ownership and control of the website domain, hosting account credentials, and content management system.
- All custom code, plugins, templates, and design elements developed under this contract are provided to the MPO without restriction.
- The MPO has full administrative access to the website platform.
- The website and its content can be transferred to another provider if necessary without penalty or restriction.

Upon request or at the conclusion of the contract, the Consultant shall provide the MPO with:

- A complete backup of the website and associated databases.
- All design files, code, and digital assets associated with the website.
- Documentation necessary to support website transfer or future maintenance

4.10 Digital Public Engagement Tools

The Consultant shall support the integration and functionality of digital tools that allow the Palm Beach MPO to effectively communicate with and receive feedback from the public.

The website shall support or integrate tools that enable:

- Public comment submissions related to MPO plans, programs, studies, and projects.
- Interactive mapping tools to display transportation projects, study areas, and planning initiatives.
- Surveys, questionnaires, and other online engagement tools to collect public input.
- Event registration and meeting participation information.
- Integration of external engagement platforms used by the MPO.

Where feasible, these tools should allow the MPO to:

- Track public engagement activity.
- Organize feedback by project or planning initiative.

- Export public input data for reporting and analysis.

The Consultant shall ensure all engagement tools are accessible, mobile-friendly, and compliant with applicable accessibility standards.

4.11 Search Functionality and Search Engine Optimization (SEO)

The Consultant shall maintain and optimize the website's search functionality and search engine visibility to ensure that users can easily locate relevant information.

Services shall include:

Website Search Functionality

- Maintain a robust internal website search function that allows users to quickly locate documents, meeting materials, projects, and planning information.
- Ensure search results prioritize relevant and frequently accessed content.
- Support indexing of documents such as PDFs, reports, meeting agendas, and presentations.

Search Engine Optimization (SEO)

- Implement best practices to improve the website's visibility in major search engines.
- Optimize page structure, metadata, and content tagging to improve search results.
- Ensure website URLs and page titles follow clear and consistent naming conventions.
- Support accessibility and readability of content to improve search indexing.

The Consultant may also provide recommendations to improve search performance and overall discoverability of MPO information.

4.12 Future Website Development and Innovation

The Consultant shall support the Palm Beach MPO in identifying and implementing future improvements that enhance the website's ability to communicate transportation planning information, improve public access to data, and support public engagement.

The Consultant may be requested to evaluate and implement emerging technologies and tools that improve the functionality and usefulness of the MPO website.

Potential areas of future development may include, but are not limited to:

- Interactive dashboards displaying transportation performance measures, project data, or planning metrics.
- Online tools that allow the public to explore transportation plans, projects, or funding information.
- Data visualization tools that present planning data in a clear and accessible format.
- Enhanced mapping applications and geospatial tools integrated with ArcGIS or other data platforms.
- Digital tools to support public engagement, virtual meetings, or community input.
- Artificial intelligence or automated tools that assist with website navigation, document search, or user support.
- Integration with open data portals or other public data resources.

The Consultant may also provide recommendations to the MPO regarding emerging technologies, website enhancements, and digital communication strategies that support the MPO's mission and improve public access to transportation planning information. Implementation of future

development items shall be performed only upon authorization by the MPO and may be priced separately if not included within the monthly maintenance services.

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. Proposal Including:
 - a. Table of Contents and Cover Letter
 - b. Qualifications
 - c. Price Proposal
 - d. Business Information Form (Exhibit A)
 - e. Three (3) Customer Reference Forms (Exhibit B)
2. MPO Authorized Signature Form (Exhibit C)
3. 375-030-31 Labor and Services Affidavit (Exhibit D)

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? _____

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 MPO 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 MPO 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 MPO 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 MPO at any time during the solicitation process and in any form deemed necessary by the MPO.

RESPONDENT'S AUTHORIZED SIGNATURE:

SIGNATURE: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

AUTHORIZED REPRESENTATIVE DECLARATIONS FORM

_____ (Name of Respondent Representative) for
_____ (Respondent), being duly sworn, deposes and says that:

1. The Signatory is an "Authorized Agent" who can bind the above-listed entity to all terms and conditions of the Request for Proposals/Services and the subsequent Proposal Submittal.
2. The Signatory is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. The Signatory declares no portion of the sum that Respondent may receive as a result of this Solicitation will be paid to any employees of the Palm Beach Metropolitan Planning Organization (MPO), its elected officials, and/or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.
4. The Signatory declares that the Respondent represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the TPA. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
5. The Signatory has attached, if applicable, a list of and description of any relationships, professional, financial or otherwise that Respondent may have with the MPO, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years. Additionally, the Respondent agrees and understands that Respondent shall give the MPO written notice of any other relationships professional, financial or otherwise that Respondent enters into with the MPO its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.
6. The Submittal is provided as a genuine offer 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.
7. The completed PRICING PROPOSAL is submitted as the current, accurate, complete, and all-inclusive Total Pricing, including "out-of-pocket" expenses (if any), to provide the MPO with Services in accordance with the Requirements/Services set forth in this RFP document.
8. Any hourly rates quoted in the attached Submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
9. All Forms, Affidavits and documents submitted in support of and included in this Proposal are true and accurate;
10. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

Continued Page 2

AUTHORIZED REPRESENTATIVE FORM - CONTINUED

- 12. No information that is included in such Forms, Affidavits or documents is false or misleading.
- 13. 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 MPO at any time during the solicitation process and in any form deemed necessary by the MPO.
- 14. Respondent and any sub-contractors or sub-consultants shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 15. 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 MPO if it is the Awardee and is not presently registered.

Signature

(CORPORATE SEAL)

Print Name

Title

Date

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___day of _____, 20__.
Personally known to me _____OR
Has produced Identification _____, type of identification produced _____.

Notary Public, State of Florida

(Printed Name)

My commission expires:_____

IMPORTANT: FAILURE TO SUBMIT THIS PAGE, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR THE PROPOSAL TO BE DEEMED "NON-RESPONSIVE" AND WILL RESULT IN IMMEDIATE REJECTION OF THE ENTIRE PROPOSAL RESPONSE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
11/25

Effective July 1, 2024, pursuant to §787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, insert nongovernmental entity's authorized representative name, as authorized representative attest that insert nongovernmental entity's name does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative)

Date

STATE

COUNTY OF

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this
day of _____, (year), by

Notary Public

Commission Expires

Personally Known OR Produced Identification

Type of Identification Produced