



REQUEST FOR PROPOSALS

RFP NO. FY25-04

The Palm Beach MPO
d/b/a
The Palm Beach Transportation Planning Agency

is seeking Proposals for:

Annual Financial Statement Preparation and Auditing Services

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

Palm Beach Gardens Mayor Chelsea Reed, TPA Governing Board Chair

Valerie Neilson, Executive Director
Palm Beach Transportation Planning Agency
301 Datura Street
West Palm Beach, FL 33401

DATE ISSUED: April 21, 2025 @ 4:00 P.M. EST

CLOSING DATE AND TIME: May 12, 2025 @ 4:00 P.M. EST

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SECTION 1 - GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals (RFP) is issued by the Palm Beach MPO d.b.a. the Palm Beach Transportation Planning Agency (hereinafter referred to as "TPA"). The TPA is the sole point of contact concerning this RFP. All communication regarding this RFP must be done through the TPA as outlined in Section 1.6, Contact Person. Contacting individuals at the TPA or its officers, other than the designated Contact Person, will be grounds for immediate rejection of any submittal. The procurement standards governing this RFP can be found on the TPA website at www.PalmBeachTPA.org/Business.

OVERVIEW OF THE TPA

The Palm Beach TPA serves as the Metropolitan Planning Organization (MPO) for Palm Beach County, Florida. The TPA 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 with a vision of safe, efficient, and connected multimodal transportation system.

The Palm Beach TPA consists of a 21-member Governing Board, which prioritizes federal and state transportation dollars to implement projects that advance our regional vision for nearly 1.5 million Palm Beach County Residents. The Governing Board is supported by TPA staff, has a 5-member Executive Committee and three advisory committees:

1. Technical Advisory Committee
2. Citizen's Advisory Committee
3. Vision Zero Advisory Committee

In addition, the TPA administers the Transportation Disadvantaged Local Coordinating Board in Palm Beach County.

FUNDING OF THE TPA

The TPA is predominantly funded through federal transportation bills passed by Congress that utilize federal gas taxes and transportation fees. A small portion of funding is provided by the State of Florida to carry out the activities of the Transportation Disadvantaged Local Coordinating Board. The TPA's planning activities using federal and state funding work on a grant reimbursement basis.

Lastly, additional local dues from TPA member agencies are utilized for non-reimbursable federal and state expenses.

Fund Type	Budgeted for Planning Activities FY2025
(FHWA) Florida Highway Administration/ (FTA) Federal Transit Administration	\$5,933,889
(CTD) Florida Commission for the Transportation of the Disadvantaged	\$56,213
Local Dues	\$150,362

1.2 PURPOSE OF THE PROJECT

Palm Beach TPA is seeking proposals from qualified Certified Public Accountants (CPA) licensed to practice in the state of Florida for the purpose of producing annual financial statements as well

as providing governmental financial auditing services in compliance with the Federal Single Audit Act of 1996 and applicable Florida Statutes.

1.3 PERIOD OF CONTRACT

The proposed effective date for this contract is July 1, 2025. The TPA anticipates the contract resulting from this solicitation will continue for a period of three (3) years from the effective date, expiring on June 30, 2028. Three (3) additional twelve (12) month renewal options may be offered at the TPA's sole discretion.

1.4 TIMETABLE

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

Activity	Date	Time	Location
RFP available for download	04/21/2025	4:00 pm	www.PalmBeachTPA.org/Business or www.DemandStar.com
Deadline for receipt of questions or comments	05/07/2025	4:00 pm	Submit via e-mail to finance@PalmBeachTPA.org
Response to questions and RFP amendments (if any) available for download	05/09/2025	4:00 pm	www.PalmBeachTPA.org/Business
Deadline for Proposals	05/12/2025	4:00 pm	Palm Beach TPA -301 Datura Street, West Palm Beach FL 33401 Or Via www.DemandStar.com
Opening of Sealed Bids	05/13/2025	3:30 pm	Palm Beach TPA -301 Datura Street, West Palm Beach FL 33401
Selection Committee	05/15/2025	1:00 pm	Palm Beach TPA -301 Datura Street, West Palm Beach FL 33401
Selection Committee: Presentations and Final Decisions, If applicable	05/22/2025	1:30 pm	Palm Beach TPA -301 Datura Street, West Palm Beach FL 33401
Governing Board Approval	06/26/2025	N/A	
Contract Start	07/01/2025	N/A	

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

1.5 ENTERING PROPOSALS

All proposals must be submitted by 4:00 p.m. on May 12, 2025.

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

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. RFP will be available under the Palm Beach Transportation Planning Agency name.
2. Respondents may submit Proposals in person. Please see instructions below.
3. Respondents may submit Proposals by mail. The TPA 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 Proposals must be addressed and delivered to the Contact Person:

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

1.6 CONTACT PERSON

The TPA Contact Person for this RFP is Jessica Lopez, Procurement & Contracts Coordinator, (561) 725-0821, e-mail address: Finance@PalmBeachTPA.org.

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

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

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

1.7 ADDITIONAL INFORMATION / AMENDMENT(S)

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

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

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SECTION 2 - GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

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

2.2 MODIFIED PROPOSALS

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

2.3 WITHDRAWAL OF PROPOSAL

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

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

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

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

2.5 RFP POSTPONEMENT / CANCELLATION

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

2.6 COSTS INCURRED BY RESPONDENTS

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

2.7 PROPRIETARY / CONFIDENTIAL INFORMATION

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

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

2.8 NEGOTIATIONS

The TPA intends to award a contract on the basis of initial offers received, without discussion. Therefore, each proposal should contain the Respondent's best price and final offer.

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

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

2.10 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 TPA 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 Melissa Eble, Public Relations Director at info@palmbeachtpa.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 TPA at least five (5) days in advance.

2.11 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

Disadvantaged businesses, as defined by 49 Code of Federal Regulations (CFR), Part 26, shall have an opportunity to participate in the performance of TPA contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise (DBE) Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The TPA, the CONTRACTOR, and TPA'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 TPA, in a non-discriminatory environment.

The TPA, the CONTRACTOR, and the TPA'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 TPA 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.

1. The TPA will not require use of DBEs by the consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.
2. The TPA will not use bidder DBE commitments to evaluate bidder proposals or to select the winning consultant.
3. The TPA will not employ local or regional preferences in the evaluation or award of the contract.
4. The TPA 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 awards, evaluation, or delivery of the contract.

Certified DBEs 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 attach 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 by any Federal department or agency.

By submitting a Letter of Response, the consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

2.14 RESPONSIVE PROPOSALS

Each Proposal will be reviewed to determine responsiveness to the RFP upon the Opening of Sealed Bids. 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 TPA.

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

The TPA will review each Proposal to determine if the Proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the TPA. A responsive Proposal is one which:

- Includes all required documents listed on the "CHECKLIST OF REQUIRED FORMS AND REPORTS"
- Has been signed, authorized, and notarized by all parties
- Has been submitted by the specified submission time
- Has completed mandatory DBE Reporting as outlined in Section 2.11.C

- The information required to be submitted has provided with the Proposal (as stated in Section 3)
- Otherwise complies with the requirements of this RFP.

While poor formatting, poor documentation, and/or incomplete or unclear information may not find 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 Proposals 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 Proposals if awarded the Contract as a result of this solicitation.

Notwithstanding these proposal requirements, the TPA reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. The TPA is not required to request that the Respondent address any perceived irregularity. However, the TPA 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 TPA (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 TPA a meaningful opportunity to evaluate the proposal. Respondents are cautioned that submitting an alternative proposal does not relieve the Respondent from submitting the "Proposal Requirements" as stated in Section 3. The TPA is under no obligation to accept any proposed exceptions or alternatives.

2.16 TPA'S EXCLUSIVE RIGHTS

The TPA reserves the exclusive right to:

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

By providing a Proposal for this RFP, all Respondents acknowledge and agree that no enforceable agreement arises until the TPA signs the Agreement, that no action shall require the TPA 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 TPA not signing such agreement.

2.17 SELECTION PROCESS

The Auditor Selection Committee procedures are set forth under FS Chapter 218.391.

The TPA Executive Director shall establish a Selection Committee of not less than three (3) members. The Committee will meet at the date, time and location specified in Section 1.4 (as may be amended by the TPA) to evaluate all responsive proposals on the basis of the information provided in Section 2.14 and the evaluation criteria set forth in Section 2.18. Accordingly, Respondents are urged to ensure that their proposal contains all the necessary information for the TPA to fairly and accurately evaluate each of the criteria below.

The Committee may choose to recommend a final ranking, designate a short list of three (3) or more Respondents for oral presentations at the date, time and location specified in Section 1.4 (as may be amended by the TPA), or recommend that the TPA reject all Respondents.

If the Committee determines the need for oral presentations for clarification, the TPA will post the short list of Respondents pursuant to Section 1.4.

Per Florida State Statute 218.391 (b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee. (c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

2.18 EVALUATION CRITERIA

TPA Staff shall evaluate and rank the Proposals that satisfy the purpose of the project using the following evaluation criteria: Maximum Points 100

Evaluation Criteria	Percentage
<p>Qualifications and Experience:</p> <ul style="list-style-type: none"> • Certified Public Accountant duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy; • Professional Certifications; • Industry Knowledge: <ul style="list-style-type: none"> ○ Florida Statutes, Regulations, Standards & Best Practices. 	30
<p>Audit Approach, Ability to furnish</p> <ul style="list-style-type: none"> • Adequacy of proposed staffing plan; • Approach to the audit-work plan; • Adequacy of study and evaluation of internal accounting and administrative controls, 	30

<ul style="list-style-type: none"> • Adequacy of analytical and substantive procedures; and • Description of Proposer’s approach in preparing management letters. 	
Comparable Engagements from Public/Governmental Entities (Minimum 5 years of experience)	20
Cost Proposal	20
Total	100

2.19 AWARD OF CONTRACT

One (1) contract, if any, will be awarded to the responsive, responsible Respondent whose Proposal is considered to be the most advantageous to the TPA based on the TPA’s evaluation after review of every such proposal including, but not limited to, price.

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

2.20 STANDARD CONTRACT PROVISIONS

The selected Respondent will be required to execute a contract substantially similar to the Sample TPA Contract attached hereto as "Appendix A." If a Respondent has comments related to any of the provisions in this RFP and/or the sample contract, comments must be submitted in writing no later than the date specified in the RFP Timetable (see Section 1.4).

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

2.21 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the TPA. TPA’s obligation will commence when an agreement is executed by the Executive Director and provided to the Respondent and a notice to proceed issued in writing by the TPA. The TPA will not be responsible for any work done by the Respondent, even work done in good faith, if it occurs prior to the contract start date set by the TPA.

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 specified in Exhibit C, Section 15, to Palm Beach Transportation Planning Agency, Attention: Executive Director, 301 Datura Street, West Palm Beach, FL 33401.

Each successful Respondent shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract or thereafter as may be required by

the Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as TPA's review or acceptance of insurance maintained by a successful Respondent, are not intended to, and shall not in any manner limit or qualify, the liabilities and obligations assumed by the successful respondent under the Contract.

2.23 INDEMNIFICATION

The successful Respondent shall indemnify, and hold harmless the TPA, 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 Proposals under the Contract.

2.24 TAXPAYER IDENTIFICATION NUMBER

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

2.25 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").

2.26 SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of any amount if, at the time of contracting, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into a contract for goods or services of \$1 million or more if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sector Lists which were created pursuant to section 215.473, Florida Statutes.

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SECTION 3 - PROPOSAL REQUIREMENTS

Minimum Requirements

1. The audit firm is independent and licensed to practice in the state of Florida under chapter 473 FS.
2. The firm has no conflict of interest with regard to work performed by the Palm Beach TPA.
3. The firm adheres to the instructions of the RFP on preparing and submitting the proposal.

3.1 TABLE OF CONTENTS AND INTRODUCTION

Proposers must meet the following requirements to be considered for this solicitation:

1. Title Page/Cover Page
2. Table of Contents
3. Contact Person and Information

Proposals may contain a Table of Contents and may contain an Introduction letter. The Table of Contents outlines in sequential order all areas of the proposal and it allows for clarity and ease of review of the proposal.

3.2 INDEPENDENCE

The firm should provide an affirmative statement that is independent of the Palm Beach TPA as defined in the US General Accounting Office's Government Auditing Standards. In addition, the firm should provide an affirmative statement that is independent of the component unit of the Palm Beach TPA as defined by those same standards.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the Palm Beach TPA County or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

3.3 STAFF QUALIFICATIONS AND EXPERIENCE

Staff Qualifications and Experience:

1. The firm should identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, and the lead auditor of field work, who would be assigned to the engagement and indicate whether each person is licensed to practice as a CPA in the state of Florida.
2. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal auditor, should be noted, if applicable.

3. The firm should provide information of the government auditing experience of everyone who will be engaging in the audit.
4. The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement would be assured.
5. The principals of the firm must have performed continuous Certified Public Accounting Services for a minimum of 5 years.

3.4 AUDIT APPROACH

The Proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 4. In developing the work plan, reference should be made to such sources of information as the Palm Beach TPA's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

1. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
2. Type and extent of analytical procedures to be used in the engagement.
3. An approach to be taken to gain and document an understanding of the TPA's internal control structure.
4. Method of evaluating the system of controls and control environment over accounting information systems, and the extent to which the controls can be relied upon to ensure accurate financial reporting information.
5. Approach to assisting clients during interim field work and planning phase of audit to aid with determining laws and regulations that will be subject to audit testing work.
6. Process to produce a meaningful Management Letter. Include three recent Management Letters developed in connection with local government audits.
7. Approach to document management and utilization of web portal, SharePoint site, or other means of technology to request, receive, and communicate matters in reference to documents, schedules, and reports to be provided by client.
8. Technology and methods used to sample, test, communicate, and audit remotely to minimize impacts on staff and continuing operations.
9. Methods and style of communication with members of staff, management, and constitutional officers; to track the status of each audit entity; to keep the completion of audit milestones on track, to inform the audit entities of corrective action required, so as to ensure collaboration and timely completion of the audit.

3.5 PRICE PROPOSAL

The Respondent shall include a price proposal in the submission for the Scope of Work including:

PROFESSIONAL FEES AND EXPENSES			
DESCRIPTION	HOURS	HOURLY RATES	TOTAL
Partners			\$
Manager			\$
Supervisory Staff			\$
Staff			\$
TOTAL			\$

PRICE OF THE 3-YEAR CONTRACT		
AUDIT PERIOD ENDING	TOTAL HOURS PROJECTED	TOTAL FEE
June 30, 2025		\$
June 30, 2026		\$
June 30, 2027		\$
TOTAL		\$

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

Any renewals for years extending beyond the initial three year period will be limited to a 3% increase over the prior year.

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SECTION 4 – SCOPE OF WORK

The Auditor will provide an annual Single Audit of the TPA's financial reporting and internal financial controls within 9 months after the close of a fiscal year. The audit years shall be:

Fiscal Year 2025 (commencing July 1st, 2024, and concluding June 30, 2025)

Fiscal Year 2026 (commencing July 1st, 2025, and concluding June 30, 2026)

Fiscal Year 2027 (commencing July 1st, 2026, and concluding June 30, 2027)

and must be completed prior to the Federal Audit Clearing house filing date for the Fiscal Year.

Each Audit shall include but not be limited to the following:

1. Preparation and publication of the TPA's Financial Statements to ensure they are presented fairly and accurately, in accordance with Federal Cost Principles.
2. Preparation of Annual Financial Report.
3. Review the TPA's internal controls and provide a report of the adequacy of the system with any recommendations.
4. Review the activities of the TPA for compliance with any special government regulations and/or laws that apply to the specific federal funding.
5. Provide an Auditor's Report certifying the financial reports and statements and prepared for inclusion in the Comprehensive Annual Financial Report.
6. Present the Auditor's report to the TPA Governing Board as deemed necessary by the TPA.

Each audit must be conducted in accordance with the following standards and publications, as amended:

- Generally Accepted Auditing Standards (GAAS)
- Government Auditing Standards issued by the U.S. General Accounting Office (GAO) GAO- 18-568G
- Pronouncements issued by the Government Accounting Standards Board
- Provisions of the Federal Single Audit Act of 1996
- Office of Management and Budget (OMB) Circular A-133
- Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al.
- The Rules of the Auditor General, State of Florida, Chapter 10.550, 10.650
- Sections 218.39 and 215.97, Florida Statutes, and other Florida Statutes, as applicable
- 49 CFR 18.26
- Applicable sections of the Florida Department of Financial Services Reference Guide for State Expenditures.
- Chapter 3 of the Metropolitan Planning Organization (MPO) Program

Management Handbook, published by FDOT

The scope of the audit shall be in accordance with Generally Accepted Auditing Standards; Government Auditing Standards; all applicable Florida Statutes; all guidelines and requirements promulgated by the Office of the Auditor General and any other applicable federal, state and local laws, regulations, or professional guidance not specifically described above as well as any additional requirements which may be adopted by these organizations during the period of this contract.

In addition to the above, the selected firm shall be responsible for the schedule of the following tasks:

- Begin preliminary planning and interim fieldwork procedures on or before October 1 each fiscal cycle.
- Progress report of estimated completion percentage by December 31 each fiscal cycle.
- Progress report of estimated completion percentage by February 1 for each fiscal cycle.
- Preparation of a draft of the financial statements, related note disclosures, required and other supplementary information
- Provision of any audit adjusting entries and supporting schedules to the TPA.

In addition to these tasks and the contents of this RFP solicitation, the selected Firm's services shall be subject to the following conditions:

- The Proposer shall not substitute the individuals identified as the engagement partner(s) in its response to this RFP without notifying the Executive Director within 30 days.
- The firm selected shall either submit progress reports or hold periodic meetings not less frequently than described in the above tasks and upon reasonable request of the Executive Director, with appropriate staff to provide assurance that the audit is on schedule.
- At the completion of each audit, an exit conference will be held with appropriate staff to discuss any findings and recommendations.
- Auditors will assist the TPA in implementing and complying with any changes in reporting requirements to remain in conformity with accounting principles generally accepted in the United States of America, Florida Statutes, and Rules of the Auditor General.
- Auditors shall conduct an examination of financial statements to express an opinion on the fairness of presentation of financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles and requirements of the State of Florida and other applicable laws, rules, and guidelines.

- Auditors shall conduct an examination of any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards and any amendments thereto.
- Auditors shall utilize financial condition assessment procedures to assist in the detection of deteriorating financial conditions pursuant to Section 218.39(5), Florida Statutes. The auditor may use financial condition assessment procedures developed by the Auditor General or an alternative method. The financial condition assessment shall be done as of the fiscal year end. However, the auditor shall consider subsequent events, through the date of the audit report, that could significantly impact the local governmental entity's financial condition. This assessment is expected to be presented at the same time each ACFR is presented.
- The selected firm shall provide all required Independent Accountant / Auditor Reports in accordance with Government Auditing Standards, Florida Statutes and the Rules of the Auditor General.
- The selected firm shall provide a Management Letter as required by Florida Statutes and the Rules of the Auditor General, including all required disclosures.
- The selected firm shall provide a report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- If applicable, provide a report on compliance with requirements applicable to each major Federal program and state financial assistance project and on internal control over compliance required by Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General and the Florida Single Audit Act.
- If applicable, provide a schedule of findings and questioned costs as mandated by Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the Florida Single Audit Act.
- If applicable, provide any other reports required by the Uniform Guidance and the Florida Single Audit Act.
- Workpapers are the property of the audit firm and shall be retained no less than five (5) years after the completion of this agreement.

SECTION 5 - DOCUMENTS TO BE SUBMITTED IN THE PROPOSAL

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 1 - Authorized Representative Declarations Form (Duly Notarized)

____ ATTACHMENT 2 - Business Information Form

____ ATTACHMENT 3 - Amendment Acknowledgment Form

____ ATTACHMENT 4 - Drug Free Workplace Certification Form

____ ATTACHMENT 5 – DBE Bidders Opportunity List

____ ATTACHMENT 6 – Reference Form

____ ATTACHMENT 7 – E Verify Form

____ ATTACHMENT 8 – Debarment and Suspension

____ ATTACHMENT 9 – Lobbying Certification

____ ATTACHMENT 10 – Anti-Kickback Affidavit

____ ATTACHMENT 11 – Non-Collusive Affidavit

____ ATTACHMENT 12 – Non-Discrimination Affidavit

____ ATTACHMENT 13 – Independence Affidavit

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.

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 MPO dba Palm Beach Transportation Planning Agency (TPA), 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 TPA, 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 TPA written notice of any other relationships professional, financial or otherwise that Respondent enters into with the TPA 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 Respondent acknowledges the requirement and declares that the Respondent has provided Bidders Opportunity List information in the FDOT Equal Opportunity Compliance (EOC) System and declares its compliance with this RFP.
7. 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.
8. The completed PRICING PROPOSAL FORM is submitted as the current, accurate, complete, and all-inclusive Total Pricing, including "out-of-pocket" expenses (if any), to provide the TPA with Services in accordance with the Requirements/Services set forth in this RFP document.
9. 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.
10. All Forms, Affidavits and documents submitted in support of and included in this Proposal are true and accurate;
11. 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 TPA at any time during the solicitation process and in any form deemed necessary by the TPA.
- 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 TPA if it is the Awardee and is not presently registered.

Signature

Print Name

Title

Date

(CORPORATE SEAL)

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.

Attachment 2

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? _____

Number of years business has been in operation under current name: _____

Number of years business has had successful experience providing planning consultant services to governmental entities: _____

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (A Subconsultant Form shall be completed and included for each entity listed below):

- Legal Entity Name #1: _____
Legal Entity Name #2: _____
Legal Entity Name #3: _____
Legal Entity Name #4: _____
Legal Entity Name #5: _____

Has the firm ever had a contract terminated (either as a prime contractor or sub-contractor), for failure to comply, breach, or default? Yes No (if yes, please enclose a detailed explanation on separate sheet)

Within the last five years, has any officer or partner of your organization ever been an officer or partner of any other organization that failed to complete a contract? Yes No (if yes, please enclose a detailed explanation on separate sheet)

Within the last five years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other governmental entity in Florida? Yes No (if yes, please enclose a detailed explanation on separate sheet)

Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Palm Beach TPA? Yes No (if yes, please enclose a detailed explanation on separate sheet)

Authorized Agent Signature: _____

Authorized Agent Printed Name: _____ Date: _____

ATTACHMENT 3 - Amendment Acknowledgment Form

Amendment #:

Date Received:

Amendment #:

Date Received:

Amendment #:

Date Received:

Amendment #:

Date Received:

Amendment #:

Date Received:

Respondent: _____
(Company Name)

Authorized Signature: _____

Print Name: _____

Attachment 4

DRUG FREE WORKPLACE CERTIFICATION FORM

To certify a drug-free workplace program, a business entity shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by: _____

(Authorized Agent's Name)

_____ of _____

(Title/Position with Entity)

(Entity Name)

who does hereby certify that said Entity has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, 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.

Attachment 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. [] DBE
[] Non-DBE

7. Annual Gross Receipts
[] Less than \$1 million
[] Between \$1 - \$5 million
[] Between \$5 - \$10 million
[] Between \$10 - \$15 million
[] More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. [] DBE
[] Non-DBE

7. Annual Gross Receipts
[] Less than \$1 million
[] Between \$1 - \$5 million
[] Between \$5 - \$10 million
[] Between \$10 - \$15 million
[] More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. [] DBE
[] Non-DBE

7. Annual Gross Receipts
[] Less than \$1 million
[] Between \$1 - \$5 million
[] Between \$5 - \$10 million
[] Between \$10 - \$15 million
[] More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. [] DBE
[] Non-DBE

7. Annual Gross Receipts
[] Less than \$1 million
[] Between \$1 - \$5 million
[] Between \$5 - \$10 million
[] Between \$10 - \$15 million
[] More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid - ITB)
PRICE PROPOSAL (Request for Proposal - RFP)
REPLY (Invitation to Negotiate - ITN)

ATTACHMENT 6 – Reference Form

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL THE REQUIRED INFORMATION AND SIGNATURES, WILL RESULT IN REJECTION OF THE PROPOSAL.

Please list a minimum of three (3) entity references for similar work in each category in which services are offered:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL THE REQUIRED INFORMATION AND SIGNATURES, WILL RESULT IN REJECTION OF THE PROPOSAL.

Attachment 7 – E-Verify

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.
2. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
3. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

By: _____

Title: _____

Signature

Print Name (CORPORATE SEAL)

Title

Date

STATE OF FLORIDA)
)
 _____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2025.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

Attachment 8 - Debarment And Suspension (Non Procurement)

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180.**
- (2) To the best of its knowledge and belief, that its Principals and Subrecipient’s at the first tier:**
 - a) Are eligible to participate in covered transactions of any Federal department or agency and are not presently:**
 - 1. Debarred,**
 - 2. Suspended,**
 - 3. Proposed for debarment,**
 - 4. Declared ineligible,**
 - 5. Voluntarily excluded, or**
 - 6. Disqualified,**
 - b) Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:**
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,**
 - 2. Violation of any Federal or State antitrust statute, or**
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,**
 - c) It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,**
 - d) It has not had one or more public transactions (Federal, State, local) terminated for cause or default within a three-year period preceding this Certification,**
 - e) If, at a later time, it receives any information that contradicts the statement of subsections 2.a – 2.d above, it will promptly provide that information to FTA,**

- f) **It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR Part 180 if it:**
1. **Equals or exceeds \$25,000,**
 2. **Is for audit services, or**
 3. **Requires the consent of a Federal Official, and**
- g) **It will require that each covered lower tier contractor and subcontractor:**
1. **Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and**
 2. **Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:**
 - i. **Debarred from participation in any federally assisted Award;**
 - ii. **Suspended from participation in any federally assisted Award;**
 - iii. **Proposed for debarment from participation in any federally assisted Award;**
 - iv. **Declared ineligible to participate in any federally assisted Award;**
 - v. **Voluntarily excluded from participation in any federally assisted Award;**
 - vi. **Disqualified from participation in any federally assisted Award.**
- (3) **It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principles including any of its first tier Subrecipient's or its Third Party Participants at a lower tier, in unable to certify compliance with the preceding statements in this Certification Group.**

Certification:

Contractor: _____

Name and Title of Contractor's Authorized Official: _____

Signature: _____ **Date:** _____

Attachment 9 – Lobbying Certification

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Firm] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]**
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or

disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Firm, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Firm understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ **Signature of Firm's Authorized Official**

_____ **Name and Title of Firm's Authorized Official**

_____ **Date**

Attachment 10 – Anti-Kickback Form

STATE OF FLORIDA }
 }
COUNTY OF } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum that my organization may receive as a result of this Solicitation will be paid to any employees of the TPA, 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.

By: _____
Title: _____

STATE OF FLORIDA)
)
_____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and _____ are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2025.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

Attachment 11 – Non-Collusive Affidavit

State of _____)
) SS:
County of _____)

being first duly sworn, deposes and says that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Respondent that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:
- (3) Such Proposal is genuine and is not collusive or a sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices, or to fix any overhead, profit, or cost elements of the price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) Any hourly rates quoted in the attached Proposal 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.

Signed, sealed and delivered
in the presence of:

By: _____
Witness

By: _____
Printed Name: _____

Witness

Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
_____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and _____ are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2022.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

Attachment 12 - Non-Discrimination Affidavit

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the Palm Beach Transportation Planning Agency. 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.

By: _____

Title: _____

STATE OF FLORIDA)
)
_____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2025.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

Attachment 13 – Independence Affidavit

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the RESPONDENT that has submitted the attached Proposal;
2.
 - a. Below is a list and description of any relationships, professional, financial or otherwise that RESPONDENT may have with the TPA, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years.
 - b. Additionally, the RESPONDENT agrees and understands that RESPONDENT shall give the TPA written notice of any other relationships professional, financial or otherwise that RESPONDENT enters into with the TPA its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, “Not applicable” in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

**Attachment 13: INDEPENDENCE AFFIDAVIT
(CONTINUED)**

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in the RFP.

Signature (ink only)

Print Name (CORPORATE SEAL)

Title

Date

STATE OF FLORIDA)
)
_____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and _____ are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2025.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**