



# **REQUEST FOR SERVICES**

**RFS NO. 2021-15**

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

is seeking Submittals for:

## **MURAL PAINTING SERVICES**

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

**Royal Palm Beach Mayor Fred Pinto, TPA Governing Board Chair**

**Nick Uhren, P.E. - Executive Director  
Palm Beach Transportation Planning Agency  
301 Datura Street  
West Palm Beach, FL 33401**

**DATE ISSUED: September 3, 2021**

**CLOSING DATE AND TIME: September 30, 2021 @ 4:00 P.M. EST**

**PASSWORD DELIVERY DATE AND TIME: September 30, 2021 @ 4:01 – 5:00 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 d.b.a. the Palm Beach Transportation Planning Agency (hereinafter referred to as "TPA"). The TPA is the SOLE point of contact concerning this RFS. All communications regarding this RFS must be done through the TPA as outlined in Section 1.6, Contact Person. The procurement standards governing this RFS can be found on the TPA website at [www.PalmBeachTPA.org/Business](http://www.PalmBeachTPA.org/Business).

The TPA is a governmental agency funded by federal grants, state grants, and funding contributions from local municipalities in Palm Beach County to collaboratively plan, prioritize, and fund the Palm Beach County transportation system.

## 1.2 PURPOSE OF THE PROJECT

The TPA is seeking Mural Painting Services to create a public art project on an existing rooftop structure that reflects the future connected and multimodal transportation system for Palm Beach County.

The TPA's Mission is to collaboratively plan, prioritize and fund the transportation system with a Vision of a safe, efficient and connected multimodal system. Through this mural, the TPA hopes to inspire members of the community to envision of futuristic transportation system that provides mobility and access to opportunity for all.

## 1.3 PERIOD OF CONTRACT

The proposed effective date of this Contract is November 1, 2021. The TPA anticipates the Contract resulting from this solicitation will continue for a period of 40 (forty) days, expiring December 10, 2021.

## 1.4 TIMETABLE

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

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFS available for download from Palm Beach TPA website.	09/03/2021	4:00 p.m.	<a href="http://www.PalmBeachTPA.org/Business">www.PalmBeachTPA.org/Business</a>
Deadline for receipt of questions of comments.	09/15/2021	4:00 p.m.	Submit via e-mail to <a href="mailto:finance@PalmBeachTPA.org">finance@PalmBeachTPA.org</a>
Responses to Questions and RFS Amendments (if any) available for download from Palm Beach TPA website.	09/17/2021	4:00 p.m.	<a href="http://www.PalmBeachTPA.org/Business">www.PalmBeachTPA.org/Business</a>
<b>Deadline for receipt of submittals.</b>	<b>09/30/2021</b>	<b>4:00 p.m.</b>	<b>Submit via the designated TPA portal at <a href="http://www.PalmBeachTPA.org/Business">www.PalmBeachTPA.org/Business</a></b>
<b>Password Transmittal via email</b>	<b>09/30/2021</b>	<b>4:01 p.m. to 5:00 p.m.</b>	<b>Submit via e-mail to <a href="mailto:finance@PalmBeachTPA.org">finance@PalmBeachTPA.org</a></b>
Aesthetic Review Committee Evaluation and Scoring	10/08/2021	9:00 a.m.	Palm Beach TPA 301 Datura St West Palm Beach, FL 33401

TPA Governing Board Ranking and Selection	10/21/2021	9:00 a.m.	Palm Beach TPA 301 Datura St West Palm Beach, FL 33401
Notification to Selected Respondent	10/21/2021	5:00 p.m.	Notified via phone and/or e-mail
Contract Execution	TBA	TBA	

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

## **1.5 ENTERING SUBMITTALS**

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

All proposals must be submitted by 4:00 p.m. on September 30, 2021, via file upload at [www.PalmBeachTPA.org/Business](http://www.PalmBeachTPA.org/Business).

All passwords must be submitted between 4:01 p.m. and 5:00 p.m. on September 30, 2021, via email to [finance@PalmBeachTPA.org](mailto:finance@PalmBeachTPA.org).

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 at the pricing submitted to the TPA identified therein.

## **1.6 CONTACT PERSON**

The TPA Contact Person for this RFS is Alaura Farr, Procurement & Grants Coordinator, (561) 725-0816, e-mail address: [finance@PalmBeachTPA.org](mailto:finance@PalmBeachTPA.org).

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

## **1.7 ADDITIONAL INFORMATION / AMENDMENT(S)**

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail no later than the date specified and to the address listed in the RFS Timetable (Section 1.4) to the Contact Person (Section 1.6 above). The request must contain the Respondent's name, address, phone number, and e-mail address.

Changes to this RFS, when deemed necessary by the TPA, 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.PalmBeachTPA.org/business](http://www.PalmBeachTPA.org/business). It is the sole responsibility of the Respondent to check for any Amendments prior to the deadline for receipt of Submittals. The TPA shall not be responsible for the completeness of any RFS package not downloaded directly from the TPA website.

It is the Respondent's sole responsibility to obtain all Amendments. The Respondent should verify with the designated Contact Person (Section 1.6) prior to providing a Submittal that all Amendments have been received.

## **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 TPA 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 TPA 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 TPA, 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 TPA in accordance with the TPA'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.). This includes material which the Respondent might consider to be confidential. All submitted information that the Respondent believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is in fact confidential.

## **2.8 NEGOTIATIONS**

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

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

## **2.9 RIGHT TO PROTEST**

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

## **2.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### Policy

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

### Consideration

For purchases made as a result of this solicitation, the TPA shall consider DBE participation in evaluating respondent's Proposals and making an award of a contract. The TPA adopts the most current Florida Department of Transportation (FDOT) statewide DBE Participation targets for FHWA and FTA assisted projects as published at [fdot.gov/equalopportunity/dbegoal](https://www.flhwa.gov/equalopportunity/dbegoal). Therefore, Respondents are encouraged and urged to make every effort to actively seek certified DBE participation and include that participation as part of their proposal. Respondents should indicate the estimated percentage of the contract that may be performed by DBE firms in the Key Personnel section of their Submittals.

### DBE Certification

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

## **2.11 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 RESPONSIVE SUBMITTALS**

Each Submittal will be reviewed to determine for 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 TPA.

## **2.13 EXCEPTIONS TO THE RFS**

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.

## **2.14 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 Submittals if found not to be in the best interest of the TPA.

By providing a Submittal for this RFS, 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.

## **2.15 SELECTION PROCESS**

The TPA Executive Director shall establish an Aesthetic Review Committee (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 Submittals on the basis of the information provided and the evaluation criteria set forth in Section 2.16. Accordingly, Respondents are urged to ensure that their Submittal contains all the necessary information for the Committee to fairly and accurately perform the evaluation and scoring.

The Submittals with the five (5) highest scores will be Ranked by the TPA Governing Board to determine the final selection. The final rank for each Submittal shall be calculated as the average of all Board member ranks for the Submittal.

In the event of a tie, the TPA Governing Board will re-rank the top ranked submittals to determine the final rank.



## **2.16 EVALUATION CRITERIA**

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

	<b><u>Maximum Points</u></b>
1. <b>Incorporation of thematic elements</b>	<b>30</b>
2. <b>Aesthetics</b>	<b>30</b>
3. <b>Qualifications</b>	<b>20</b>
4. <b>Price Proposal</b>	<b>10</b>
5. <b><u>DBE Participation Level</u></b>	<b>10</b>
<b>Total</b>	<b>100</b>

## **2.17 AWARD OF CONTRACT**

The award, if any, will be made to the highest ranked, responsive, and responsible Respondent whose Submittal is considered the most advantageous to the TPA, based on the TPA's opinion, after review of every criterion including, but not limited to price. Should any selected Respondent and the TPA be unable to consummate a written contract, the TPA may proceed to the next most advantageous Submittal or issue a new solicitation or cancel the procurement process in its entirety.

## **2.18 STANDARD CONTRACT PROVISIONS**

The selected Respondent will be required to execute a contract substantially similar to the Sample RFS Contract referenced herein as "Appendix A" and found on the TPA's website at <https://www.palmbeachtpa.org/business>. If a Respondent has comments related to any of the provisions in this RFS and/or the sample contract, comments must be submitted in writing no later than the date specified in the RFS Timetable (see Section 1.4).

Standard TPA Contract provisions (general and specific) will be incorporated into any contract resulting from this RFS. 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.

## **2.19 COMMENCEMENT OF WORK**

This RFS does not, by itself, obligate the TPA. The TPA's obligation will commence when an agreement is executed by the Executive Director and provided to the Respondent. 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.

## **2.20 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 services under the Contract.

**2.21 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.

**2.22 AUTHORIZED SIGNATURE**

The authorized Representative signature required on all Submittals and the Contract must be made by an officer of the company (if applicable).

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## **SECTION 3 - PROPOSAL REQUIREMENTS**

### **3.1 BUSINESS INFORMATION FORM**

The Respondent shall include the completed Business Information Form (Section 5.1) in the submission including the following:

- Identification of Respondent, including name and address.
- Proposed working relationship between Respondent and subcontractors, if applicable.
- Percentage of DBE Participation
- Name, title, telephone number, and e-mail address of contact person during period of proposal evaluation
- Signature by a person authorized to bind Respondent to the terms of the proposal.

### **3.2 PROPOSED MURAL RENDERINGS**

The Respondent shall include high resolution graphical Renderings of the four (4) Proposed Mural facets.

### **3.3 PORTFOLIO**

The Respondent shall include an artwork portfolio not to exceed 10 pieces demonstrating conceptualization and implementation of public artworks of similar size, scope, and purpose.

### **3.4 QUALIFICATIONS**

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

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

### **3.5 PRICE PROPOSAL**

The Respondent shall include a price proposal in the submission for the cost of delivering the completed mural.

**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.

## SECTION 4 - SCOPE OF WORK/SERVICES

### Palm Beach Transportation Planning Agency

#### Rooftop Art Mural Scope of Work

The Artist shall create a public art project for the Palm Beach Transportation Planning Agency (TPA) to inspire members of the community to envision a safe, efficient, and connected multimodal transportation system that provides mobility and access to opportunity for all. The unique transportation themed mural shall include the following elements:

1. The various modes of connected transportation in Palm Beach County, including walking, biking, buses, trains, cars, airplanes, and boats.
2. The diverse population of Palm Beach County, including transportation users of all ages and abilities.
3. An uplifting tone, theme, and sense of place where everyone feels welcomed and included.

The Artist shall create the mural at 301 Datura Street, West Palm Beach, FL 33401 on a stucco finished, roof mounted mural structure (Sail) currently painted solid white on all four (4) facets. The Sail has two (2) 23.6 feet wide by 16.3 feet high facets and two (2) 2.4 feet wide by 16.3 feet high facets with a total area of 52 feet wide by 16.3 feet high.

The Artist shall create the mural on top of the white base color and wrap continuously around all four (4) facets of the Sail.

The Artist shall create the mural to be visible from the street level along Datura Street and Olive Avenue in downtown West Palm Beach.

The mural is prohibited from and shall not contain the following:

- Imagery that marginalizes, discriminates, or may harm any individual(s) or group(s)
- Political Imagery
- Any type of logo (including that of the TPA)
- Offensive Material
- Pornographic themes

## **SECTION 5 - DOCUMENTS TO BE SUBMITTED IN PROPOSAL**

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

1. Business Information Form (Exhibit A)
2. Mural Renderings (Section 3.2)
3. Portfolio (Section 3.3)
4. Qualifications (Section 3.4)
5. Price Proposal (Section 3.5)

**EXHIBIT A - BUSINESS INFORMATION FORM**

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

ENTITY ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

If Respondent is a subsidiary, state name of parent company: \_\_\_\_\_  
All information provided herein must be as to Respondent (subsidiary) and not parent company.

FEDERAL I.D. NUMBER: \_\_\_\_\_

FORM OF ENTITY:

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

Is Entity registered to do business in the State of Florida? Yes  No  If yes, as of what date? \_\_\_\_\_

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

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

The Respondent certifies by signature below the following:

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

**RESPONDENT'S AUTHORIZED SIGNATURE:**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

## **APPENDIX A – SAMPLE AGREEMENT**

Sample RFS Contract Agreement available at

<https://www.palmbeachtpa.org/business>