

City of Presque Isle
REQUEST FOR PROPOSAL
DOWNTOWN MURAL REDESIGN PROJECT

The City of Presque Isle (hereinafter “City”) in consultation with the Presque Isle Downtown Revitalization Committee (Hereinafter “PIDRC”) and educational partners to form the Selection Committee (hereinafter “Selection Committee”) is seeking proposals from an experienced public mural design firm to re-design, develop, and implement a new design for a community mural in the heart of Downtown Presque Isle located at a concrete wall on 187 Main Street.

One electronic submission, one (1) original and six (6) copies of each proposal shall be placed in a sealed envelope and identified as “Downtown Mural Redesign Project”.

Proposals shall be delivered to:

City of Presque Isle
Attn: Galen Weibley, PIDRC Liaison
12 Second St
Presque Isle, Maine 04769

Questions can be asked no later via email at 9 AM @ downtownpi@presqueisleme.us on the day of the pre-conference meeting to be held in-person on **November 18 @ 10 AM** at City Hall (12 Second Street, Presque Isle, ME 04769). The deadline for submission of proposals is December 9, 2022, by 12:00 pm. Proposals received after the specified time and date shall not be considered.

Details regarding this RFP may be found at <http://presqueislemaine.gov/bids-awards/>. All questions by vendors and answers supplied by the Selection Committee during the Pre-Conference Meeting can be found at this website or request a copy with the PIDRC Liaison, Galen Weibley, 207-760-2727 or gweibley@presqueisleme.us

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1. RFP SCHEDULE

Request for Proposal: Downtown Mural Redesign Project

EVENT	TIME AND DATE
RFP Issue Date:	November 1, 2022
Pre-Conference Meeting for Selection Committee to Answer Questions and Tour the Mural Site with Prospective Applicants	November 18, 2022 @ 10AM
Response Due Date	December 9, 2022, 12:00 PM.
Proposal Evaluation Completed/Selected Short List & Selection Committee	Week of December 12
Short List Vendors Notified	Week of December 19
Proposed Web Conferences with Short List Vendors	Week of January 9, 2023
Anticipated Award Date	January 23, 2023
Work Target Completion Date	September 2023

2. INTRODUCTION & SCOPE OF PROJECT

The City is seeking the services of an experienced mural design firm to re-design, develop, and implement a new design for a community mural in the heart of Downtown Presque Isle on sidewalk walls located at 187 Main Street. This project will involve utilizing existing mural structure as well as the implementation of new information, and features as suggested by the “Selection Committee” (includes the PIDRC Subcommittee, City Manager, and educational partners) and the firm selected.

The community’s existing mural contains graphics and depictions of the three forms of education within Presque Isle (University of Maine Presque Isle, Northern Maine Community College, and School Administrative District 1 aka SAD 1). The City and Presque Isle Downtown Revitalization Committee (PIDRC) are committed to building new mural that will beautify and showcase our educational partners to build pride and a sense of community in a new interactive way.

The mural is constructed of concrete with a size of each panel:

- Panel A (NMCC) 48”h x 268.5” l
- Panel B (NMCC cont. to SAD1) 58.5”h x 576” l
- Panel C (UMPI) North Side 67.75”h, South Side 60.25”h x 417.5” l
- Each Panel has metal fence on top that are approximately 36” high

*Detailed photos may be found in the **Exhibit C***

Respondents are encouraged to contact the PIDRC City Liaison, Galen Weibley @ downtownpi@presqueisleme.us with any questions or concerns. The deadline for questions before the pre-conference meeting is 9AM, November 18, 2022.

3. OBJECTIVES

The goal of the PIDRC is to work closely with the selected firm to offer a refreshed design that captivates the mind and imagination of visitors and pedestrians passing by the mural on Main Street.

The mural shall meet the following criteria:

1. Visually appealing
2. Common Theme/Consistent Design. Each section of the site should have a common look/theme (brand) promoting the continuum of education in Presque Isle.
3. Invoke emotional feeling of pride for the community

4. GENERAL AND DESIRED ENHANCEMENTS

1. The new redesign shall incorporate the three educational institutions' logos, colors and imagery that will aid in refreshed look of the former mural which will need to be removed with final installation of work
2. Media of use shall be appropriate for a large rectangular flat mural along a sidewalk that can incorporate some texture in the design but must be weather and salt conducive with protection from vandalism.

*Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the mural, we encourage respondents to creatively propose alternative solutions and designs for this improvement location.

5. SCHEDULING

The absolute deadline for completion of the downtown mural redesign project is September 1st, 2023.

Therefore, the proposing and successful firm will be required to demonstrate through its proposal and finalizing discussion, that it has a timeline for a plan of action that will assuredly allocate the necessary resources of the firm to respond with a final redesign to the City by that date.

Report Requirements

The successful firm will be responsible for providing City Administration with reports, whether written or otherwise, of redesign progress at completion intervals of at least thirty (30), sixty (60) and ninety (90) percent.

Exit Conference

The successful firm shall hold an exit conference with appropriate City officials and will be required to make a presentation of the final redesign and its functionality to the City Council and PIDRC members.

Contract Amount

It is agreed between the City and the successful firm that in consideration for the firm's full and complete performance hereunder, the City shall pay to the successful firm redesign fees as detailed in the successful proposal for such services, as proposed by the firm and as accepted by the City. The proposal shall include a not to exceed price total; however, the final amount shall be based upon actual services performed as approved by the City Manager.

Term

This Agreement shall run for the length of the project(s) undertaken by the successful firm unless otherwise terminated by the firm and/or the City upon 30 days' written notice to the other party, provided that the benefits to either party hereto afforded by the terms and conditions of this Agreement shall inure to each party in perpetuity, including surviving any termination of this Agreement by either party.

Performance Requirements

The successful firm will perform all services under this Agreement in a timely and professional manner, using the customary level of care suitable for the services performed and in compliance with all applicable laws, rules and regulations. All services performed under this Agreement are subject to the City's continuing rights of review, inspection, and approval.

6. REQUESTED INFORMATION & PROPOSAL FORMAT

This section instructs respondents on procedures related to the submission of proposals:

A total of one, (1) original and six (6) copies of each proposal shall be placed in an envelope and identified as "Downtown Mural Redesign Project". Additionally, one (1) electronic copy shall be sent to downtownpi@presqueisleme.us or by USB if file is too large.

1. The title page of the proposal must contain your firm's name, address, telephone number, principal contact, fax number and email address.
2. The proposal should contain a table of contents.
3. The proposal should include necessary materials listed to construct work of art that the firm is proposing.
4. Proposal should be all encompassing, with a single vendor identified as the "responsible lead vendor." Please indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
5. The proposal should include an estimated summary timeline for completion of each phase of the project, as well as a list of deliverables for each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.
6. A detailed work plan describing your approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule

7. Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected from the City in order to complete this project.
8. Years of experience related to public mural art design. Provide a list of comparable mural or art projects with photos, including public sector, governmental agencies, and non-profit organizations designed by your firm. Include example hyperlinks, company/agency contact person, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.
9. Enclose a section on relevant mural art development experience and information on the extent of your firm's abilities to meet the needs of this project. Please provide a sample of what you envision as the possible design for each panel.
10. The proposal should contain the total project cost, as well as detailed "line item" costs for components/phases of the project. All hourly rates and fees, charges, costs and anticipated reimbursable costs, must be clearly stated.
11. The Proposal must be sent via regular mail, emailed to the PIDRC Liaison or hand delivered and received by the deadline.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

A. Evaluation and Selection Criteria.

Selection of a qualified contractor will be made at the discretion of the Selection Committee, which reserves the right to accept or reject any and all proposals. All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents should describe in detail the services proposed to be provided and how service delivery will be accomplished. Respondents should also identify equipment requirements and the cost of providing design services for each category. The minimum levels of services to be provided are described in this RFP.

The Selection Committee will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the agency that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

The following items will be considered in selecting the contractor, though they may not be equally weighed in the review process:

Evaluation Criteria	Possible Points
Responsiveness/Completeness of Proposal	5
Experience/Qualifications: (Vendors experience successfully working with municipalities; ability to successfully work with City Staff? Qualified to work in this field of work?	20

Budget: (Does the budget seem reasonable for the scope of services proposed; does the budget provide the City good value?)	15
Scope of Project: Does the Vendor understand what it will take to achieve the requested services? Did the Vendor propose alternative solutions, recommendations and improvements that may better serve the City?	15
Communication & Design Abilities: Ability to offer detailed communication plan to stakeholders and to design a unique piece of art that reflects the educational entities' values, history and overall sense of community.	30
Vendor References: Vendor's experience working with staff successfully, staying within budget; final work product adhered to timeline and proposed schedule.	15
Total Points Possible	100

The City's Selection Committee shall review and evaluate all proposals and, if appropriate, request a preliminary concept for the design and experience of vendor proposals. Evaluation of responses will be based, in part, on the criteria listed above, as well as the following:

1. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the PIDRC as stated in the RFP.
2. Recent experience in successfully performing similar services, and the backgrounds and experience of the specific individuals to be assigned to this project.
3. Standard hourly billing rates for the assigned staff, including any sub consultants; sub-contracts; project rate; or module design rate.
4. Experience in designing and constructing murals that evoke emotion, sense of community pride and convey attractive features to brighten the downtown
5. Demonstrated creativity and artistic expression
6. References.
7. Cost estimate, including:
 - Design and development fees including: Days/hours of engaging stakeholders, designing renditions of proposed work, creating work and installation of work in the public space.
8. Extent to which the design concept reflects the objectives noted in this RFP.

B. Final Selection.

Following the review of the proposals, and possible presentation and interviews, the selection committee may further invite a firm(s) to formally meet with Staff prior to making a final determination to address additional inquiries and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include, City Manager approval, the finalization of terms in regards to service agreements and costs. However, the Selection Committee reserves the right to reject any or all bids, waive any informality in RFP's, and to accept or reject any items thereon.

8. CONTRACT COMMENCEMENT AND COMPLETION

The selected firm will be required to enter into an Agreement for the project with the City. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City. Upon approval, the contract shall start within 30 days after the award of the contract. The estimated completion date shall be defined in the proposal submitted by the selected firm.

9. MISCELLANEOUS RELEVANT INSTRUCTIONS

1. The City reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the City's sole judgment, best meets the requirements of the project.
2. The RFP creates no obligation on the part of the City to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The City reserves the right to award a contract based upon proposals received without further discussion or negotiation.
3. The City further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the City may request.
4. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Such designations will not necessarily be conclusive, and proposers may be required to justify why the City Manager should not, upon written request, disclose such materials.
5. Incorporation of Proposal into Contract. This and the vendor's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the vendor.
6. A vendor may not submit the vendor's own contract terms and conditions in a response to this. If a proposal contains such terms and conditions, City, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
7. In submitting a Proposal, the Proposer agrees to indemnify and hold the City harmless of all liability, risks, costs, claims, actions, suits, demands, losses expenses, injuries and damages of any kind arising directly or indirectly out of, or in connection with, the City's handling of the RFP process, including, but not limited to, the rejection of any or all Proposals.

CERTIFICATION

I have read the Request for Proposal (RFP) for ***Downtown Mural Redesign Project*** and fully understand its intent. I understand that our ability to meet the criteria and provide the required services shall be reviewed by the City's Selection Committee, which will develop a recommendation for the City Manager consideration regarding the selection of the most advantageous Downtown Mural Redesign Project service. It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
2. That all information presented herein is accurate and complete and that the services and equipment can be delivered as presented in this Proposal upon the City's request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That I understand that any material omission of required forms or information may result in rejection of this Proposal as non-responsive.
5. That this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal, and is in all respects fair and without collusion or fraud.
6. That the completion of the Proposal is a binding commitment to provide Downtown Mural Redesign Project services as proposed therein.

Proposer Signature Date

Address

Phone

Fax

Email Address

Name (printed)

Title

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City Presque Isle, Maine, a City hereinafter referred to as “the City,” and _____, a _____ corporation, hereinafter referred to as “the Contractor,” whose principal office is located at _____.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth, inclusive of Contractor’s “General Terms and Conditions for Professional Services,” however, if any terms of Exhibit A conflict with this Agreement, the terms of the Agreement shall bind. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on **Exhibit B** attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$ _____ .
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending _____, unless sooner terminated under the provisions hereinafter specified.

5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to State Law, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity, solely for the purposes of this indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Verification of Coverage.** Contractor shall furnish the City with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
 - B. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
8. **Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
9. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
10. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
11. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
12. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
13. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
14. **Notices.** Notices to the City of shall be sent to the following address:

City of Presque Isle
Attn: Martin Puckett, City Manager
12 Second St
Presque Isle, Maine 04769

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

DATED THIS DAY _____ **OF** _____, 2021.

CONTRACTOR

CITY MANAGER

Name of Approved Signatory

Martin Puckett

WITNESS

WITNESS

EXHIBIT A

ADVERTISED RFP

Legal Notices

PUBLIC NOTICE REQUESTING PROPOSALS FOR A DOWNTOWN MURAL REDESIGN PROJECT

The City of Presque Isle in consultation with the Presque Isle Downtown Revitalization Committee and educational partners are seeking proposals from an experienced public mural design firm to re-design, develop, and implement a new design for a community mural in the heart of Downtown Presque Isle located on a concrete wall at 187 Main Street.

One (1) electronic submission, one (1) original and six (6) copies of each proposal shall be placed in a sealed envelope and identified as "Downtown Mural Redesign Project".

Proposals shall be delivered to:

City of Presque Isle, Attn: Galen Weibley, PIDRC Liaison
12 Second Street, Presque Isle, Maine 04769

Questions can be asked via email no later than 9 AM @ downtownpi@presqueisleme.us on the day of the pre-conference meeting to be held in-person on **November 18 @ 10 AM** at City Hall, 12 Second Street, Presque Isle, ME 04769. The deadline for submission of proposals is **December 9, 2022, by 12:00 PM**. Proposals received after the specified time and date shall not be considered.

Details regarding this RFP may be found at <http://presqueislemaine.gov/bids-awards/>. All questions by vendors and answers supplied by the Selection Committee during the Pre-Conference Meeting can be found at this website or request a copy with the PIDRC Liaison, Galen Weibley, 207-760-2727 or gweibley@presqueisleme.us.

Nov. 9, 2022

EXHIBIT B
PAYMENT SCHEDULE

The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

1. Payment for the work provided by the Consultant shall not exceed \$ _____ without express written modification of the Agreement, signed by the City.
2. The Consultant may submit invoices and/or vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such invoices/vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
4. Payment as provided herein shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

EXHIBIT C

MURAL SITE DETAILS

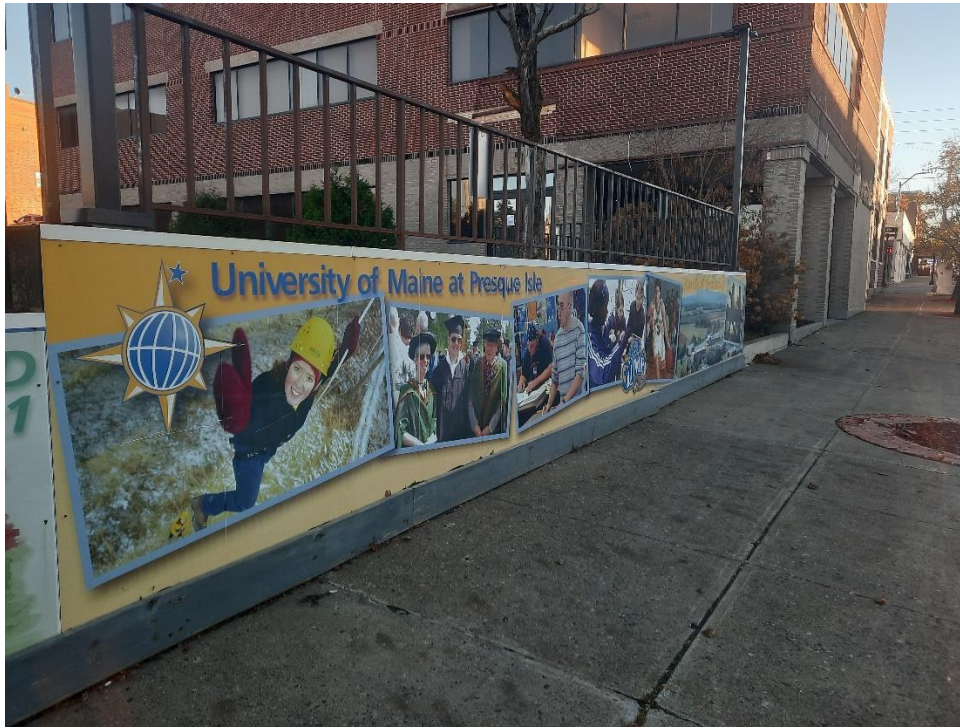


Panel A



Panel B

EXHIBIT C (Cont.)



Panel C



Side View of Parking Lot & concrete