

**TOWN OF MANCHESTER
GENERAL SERVICES DEPARTMENT**

REQUEST FOR PROPOSAL

**PURNELL PLACE PUBLIC ART MURAL PROJECT
DOWNTOWN MANCHESTER**

RFP #18/19-81

**PROPOSALS DUE:
JUNE 17, 2019 @ 4:00 P.M.**

**GENERAL SERVICES DEPARTMENT
494 MAIN STREET – PO BOX 191
MANCHESTER, CT 06045-0191
(860) 647-3031
FAX (860) 647-5206**

A. OVERVIEW

The Town of Manchester, CT seeks proposals for a public art mural project in Downtown Manchester. Local and area artists are invited to submit a proposal for this exciting opportunity to provide a large scale work of art to encompass the south and east walls of building 901/903 Main St. This is the current location of WORK_SPACE, East of the river's premier co-working and conference center. Located in the heart of Downtown Manchester at Purnell Place, this permanent outdoor installation will be highly visible to locals and tourists alike.

Purnell Place is downtowns most common and largest parking area with multiple connections to Main Street, restaurants, shops, businesses and apartments. It is also a popular location for permitted community events, concerts, and other events.

B. PROJECT GOAL

The goals of the Purnell Place Mural Project include: beautifying and enhancing an area increasingly used for parking and permitted events; to engage and generate sufficient stimulation to ignite conversation, foster interaction and evoke appreciation from the general public; and to encourage other business owners at Purnell Place to consider adding to the project. Recent improvements have helped to increase safety for pedestrians by improving pedestrian connections between parking and business access, establishing better traffic circulation patterns, parking, increased, enhanced and more efficient lighting, and wayfinding systems.

With thousands of people utilizing this parking area every year as they come to and from Purnell Place Downtown, this installation intends to offer patrons an exceptional experience before they even enter a restaurant, place of worship, office, shop, or other intended downtown destination.

C. MURAL SITE LOCATION AND SPECIFICATIONS

The existing east facing site wall of 901 and 903 Main St. (WORK_SPACE) is approximately 30 feet long and 15 feet high (see image 1) and opens into the Purnell Place parking lot. The connecting south facing site wall is 43 feet long and 15 feet high (see image 2). The artist's canvas for this project will encompass both wall faces wrapping the mural from left to right (south face to east face). The combined total square footage of both walls is 1095 less the square footage of the windows (154 square ft.), for a total of 941 square feet of canvas to be painted.

D. PROJECT CONSIDERATIONS

- Develop a distinctive painted mural artwork that communicates and promotes *inclusion, equity and diversity* within the character and spirit of Manchester, today and tomorrow, through the use of design, color and subject matter for public viewing of all ages. *Additionally, the Town will consider and is very open to alternate ideas/themes that are “outside the box”, creative and thought provoking. All visual concepts will be considered.*
- Generate a work that is artistically engaging and sufficiently stimulating to ignite conversation, foster interaction and evoke appreciation by the general public.
- Design a work that fits well within the context of the site (i.e., scale and theme).
- Use materials of the highest quality, designed and fabricated for durability of at least 20 years, as well as for low maintenance – including the application of an anti-graffiti protective coating/sealant.
- Given the expected attention that this project will attract, artist agrees to participate within reason, in any press, radio, media related opportunities as they arise as deemed necessary by the Town of Manchester.
- Complete project within the specified period of time and within budget.

Additional Considerations:

- Artist will not be responsible for the general maintenance of the mural.
- As part of the agreement, artist agrees to be available within 12 months after completion of services for consultation, if the need arises.
- The Town will not consider any proposed artwork requiring mounting/drilling or similar requirements to affix the art to the walls.

E. ELIGIBILITY

This RFP is open to all artists or artist teams with legal status to work in the United States who reside in Manchester, CT and its surrounding towns without preference to racial, or ethnic origins, gender, sexual orientation, religious affiliation or disability. Artists must be 18 years of age or older to submit a proposal.

F. OWNERSHIP

Artist will retain the ownership of design ideas submitted for consideration until a selection has been made and a contract signed between the artist and the Town of Manchester. At that time, 100% of the ownership of the artwork produced, in whatever stage of completion, shall become the property of the Town of Manchester as a work made for hire as defined by the copyright laws of the United States. The Town of Manchester shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of artist's services hereunder. In addition, artist will represent being the sole author of the work and that all services are original by artist and not copied in whole or in part from any other work.

G. SELECTION PROCESS/CRITERIA

A selection committee will be assembled by the Town of Manchester for this project. Members of the committee will likely be stakeholders in the neighborhood; representatives from the Downtown business owners, representatives from the Town of Manchester staff/elected officials, representative from the Youth Commission and from local community art groups (i.e., Imagine Main, Manchester Art Association and the Manchester Arts Council) as well as representatives from local groups supporting the work of equity and inclusion. The selection committee will review all completed proposals and up to three semifinalists will be invited for an interview. One finalist will be selected by the Town of Manchester.

The following criteria will be used in the selection process:

- Submittal of all requirements as outlined in the RFP
- Attention given to the direction of inclusion, equity and diversity
- Proven ability to create distinctive artwork as exhibited by past work
- Quality/durability of product as exhibited by past work
- Originality, creativity and uniqueness of proposed artwork
- Artists proven track record/ability to complete the work on time and within budget

H. BUDGET

No budget is proposed, however, the artists proposed budget will be a significant consideration in the final selection process. The RFP seeks proposals inclusive of all costs associated with the mural including, but not limited to, artist design fee, materials, preparation of building surface, installation and labor, travel to and from site, per diem expenses, project documentation, and contingency to cover unexpected expenses and any other costs related to the mural.

I. DEADLINE

All proposal materials must be submitted electronically by 4 PM on June 17, 2019. Submitted materials via e-mail to gensvcs@manchesterct.gov in a PDF format and in (1) single document. Your Email Subject heading must read: “**RFP #18/19-81 PURNELL PLACE PUBLIC ART MURAL PROJECT.**” Please keep in mind that the maximum file size this email address can accept is 25MB, although outbound limitations by sender may apply.

J. TIMELINE (subject to change)

April 18	Announcement and distribution of RFP
June 17	Deadline for receipt of proposal materials
June 18-19	Review of proposals and identifying semifinalists
June 20	Communicate to semifinalists and those not selected
June 24-28	Interviews with semifinalists
July 1	Notification of winning proposal
July 1-31	Contract phase
August 1	Artwork design and final approval
August 2	Commencement of installation
August 31	Completion of installation

K. PROPOSAL REQUIREMENTS

By submitting a proposal for the Purnell Place Mural Project, artist acknowledges that the information contained in the RFP will be used as the basis for any formal agreement between the artist and the Town of Manchester. In addition, the following information must be submitted for the proposal to be considered complete. The Town will not consider proposal that do not contain all of the following:

- Contact information; name, address, telephone number and email address
- Biographical information or resumes including previous experience
- Maximum of (5) images (JPEG or PDF) of previously completed works
- Minimum of (2) references including location, contact name, phone number and email address.
- Optional additional support material (i.e., news articles or other relevant information on past projects)
- Written narrative describing your artistic vision and proposal
- Minimum of (3) sketches or images of the proposed work (JPEG or PDF) showing scale, dimensions and elevation
- Proposed installation timeline
- Line itemized budget

L. INQUIRIES

Questions about this RFP may be directed to Adam Tulin, Director of General Services, by email gensvcs@manchesterct.gov or fax (860) 647-5206 no later than seven (7) days prior to the date proposal are due. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the Town.

Answers to these questions will be addressed in an addendum which will be issued on the Town of Manchester web site at <http://generalservices1.townofmanchester.org/index/.cfm/bids/>. **It shall be the responsibility of the bidder to download this information. THE TOWN OF MANCHESTER WILL NOT MAIL A SEPARATE HARD COPY OF ADDEDUM TO BIDDERS.** No addendum will be issued less than two (2) calendar days before the scheduled bid opening unless it is to postpone the bid.

M. GENERAL PROVISIONS

1. The Town reserves the right to reject any and all proposals in whole or in part and to waive any informalities or technical defects in any proposal. Non selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Town of Manchester or that no proposal was accepted.
2. The Town of Manchester is an equal opportunity employer, and requires an affirmative action policy for all of its Contractors and Vendors as a condition of doing business with the Town, as per Federal Order 11246. By submitting a Proposal for this Request for Proposal, all vendors and contractors agree to this condition of doing business with the Town and should the Town choose to audit their compliance, the vendor agrees to cooperate fully.
3. Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty or damages.
4. All deliveries of commodities or services hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by the Town of Manchester are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax and such taxes must not be included in bid prices.

5. Assignment by the successful respondent to a third party of any contract based on the Request for Proposal or any monies due is prohibited and will not be recognized by the Town of Manchester unless approved by the Town in writing.
6. The Town will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act after evaluation and award decisions have been made.
7. The contractor shall indemnify and hold harmless the Town of Manchester and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fee of counsel selected by the Town of Manchester, arising out of or resulting from the performance of the work, and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

N. INSURANCE

Prior to the start of work the awarded artist must submit to the General Services Department a current certificate of insurance showing evidence of General Liability and Workers Compensation. A copy of the Town's insurance requirements is attached.

**STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS
FOR BIDS, PERMITS AND THE USE OF TOWN FACILITIES**

I. GENERAL CONDITIONS:

Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/ insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any failure to comply with reporting requirements and provisions of the policies shall not affect coverage provided to Town, its officers, officials, agents or employees.

- A. Certificates of Insurance: The contractor/insured will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without sixty (60) days advance written notice to the General Services Department. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor/ insured's obligation to maintain such insurance. Any failure to comply with reporting requirements and provisions of the policies shall not affect coverage provided to Town, its officers, officials, agents or employees.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Connecticut and considered acceptable by the owner.
- C. Additional Insured: The policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary and noncontributory basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: Coverage, whether written on a claims made or occurrence basis, shall be maintained without interruption from the date of commencement of the Work until date of final payment and then extended for an additional three (3) years from date of final payment.

If any insurance required here is to be issued or renewed on a Claims Made form as opposed to an Occurrence form, the retroactive Date for coverage will be no later than the commencement date of the project. The Claims Made form will have an Extended Reporting Period of three years from the date of project completion. All Claims made policies cancelled or non-renewed and not replaced by a subsequent claims made policy will have an Extended Reporting period of three years from the date of cancellation or non-renewal.

- E. Subcontractors' Insurance: The contractor/insured will require each subcontractor hired by and/or employed by contractor/insured to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor/insured will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor/subcontractor will purchase required insurance policies that shall be endorsed with a waiver of subrogation and all rights of recovery in favor of the Town, its officers, officials, agents and employees. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Hold Harmless: The contractor/insured shall defend, indemnify and hold harmless the owner, officers, officials, agents and employees, and if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor/insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. INSURANCE LIMITS AND COVERAGE:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage's of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor/insured's sole responsibility.
- C. Workers' Compensation Insurance: With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Workers' Compensation insurance as required by the laws of the State of Connecticut.

Employer's Liability insurance shall be provided in amounts not less than:

- \$500,000 per accident for bodily injury by accident;
- \$500,000 policy limit by disease; and
- \$500,000 per employee for bodily injury by disease

- D. Commercial General Liability Insurance: With respect to the operations the Contractor performs and also those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Commercial General Liability insurance, including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors. See chart below for applicable minimum coverage amounts.

Contract Amount (\$)	Minimum Single Occurrence Amount (\$)	Minimum Annual Aggregate Amount (\$)
0 - 2,000,000	1,000,000	2,000,000
2,000,001 - 10,000,000	2,000,000	4,000,000
> 10,000,000	4,000,000	8,000,000

Notes:

- If underground work is to be undertaken, each policy shall have coverage for and exclusions removed for “Explosion, Collapse and Underground” (“XCU”).
- Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshall.

- E. Automobile Liability Insurance: The Contractor shall obtain automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project for all damages arising out of bodily injury to or death of all persons and/or injury to or destruction of property; in any one accident or occurrence. This policy shall not be subject to an annual aggregate limitation. See chart above for applicable minimum coverage amounts.

- F. Owner’s and Contractor’s Protective Liability Insurance for and in the Name of the Town and/or State: With respect to the Contractor’s Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the Town and/or State for each accident or occurrence resulting in damages from bodily injury to or death of persons and/or injury to or destruction of property. See chart below for applicable minimum coverage amounts.

Contract Amount (\$)	Minimum Single Occurrence Amount (\$)	Minimum Annual Aggregate Amount (\$)
0 – 20,000,000	1,000,000	2,000,000
20,000,001 – 50,000,000	2,000,000	4,000,000
> 50,000,000	4,000,000	8,000,000

- G. Excess Coverage: Contractor shall purchase and maintain excess or umbrella liability insurance with a limit of not less than \$5,000,000, covering all lines of insurance required by this contract.



15 High x 30 wide.

