

ALISAL GREENING AND BEAUTIFICATION PROJECT, CIP 9345

REQUEST FOR PROPOSALS

Closter Park – Mural



Figure 1 – Closter Park Community Center north building elevation, May 2023.



RFP Issued:

February 7, 2025

Submission Deadline:

Proposals shall be submitted **electronically via the PlanetBids** website until **2:00 PM Pacific Standard Time on March 7, 2025**



1.0 INTRODUCTION

This Request for Proposals describes the project, the required scope of services, the selection process, and the information that must be included in the Proposal. Failure to submit information in accordance with the requirements and procedures for this Request for Proposal may be cause for disqualification.

1.1 PROJECT DESCRIPTION

The selected artist, or artist team, will develop and paint a site-specific public art component as part of the Alisal Greening, Beautification, and Safety Project, Capital Improvement Program 9345. The objective of this call for art is to enhance and revitalize public spaces for walking and recreation while enhancing community placemaking, cultural connection, and public health.

Funding for this Project is provided by the Clean California Local Grant Program (CCLGP) from the California Department of Transportation (Caltrans), Measure G and Measure X funds. Selected artwork resulting from this process will become the property of the City and will be accessioned into the Municipal Art Collection.

1.2 CLOSTER PARK BACKGROUND

Closter Park is located at 401 Towt Street and is surrounded by Towt Street to the east, Dewey Avenue to the north, Beech Street to the west, and the Girl Scouts Club (Alisal Program Center) and Bard Blades School to the south. Closter Park is a neighborhood park used for little league games and basketball games and hosts multiple community events throughout the year, from Health Fairs, Movie Nights, National Night Out, Annual Salinas March for Peace, Christmas at the Park, and live performances at the gazebo (La Plaza Rotario). The park also has the "Tree of Life", which was planted in 2008 to memorialize loved ones lost to violence and symbolizes a space for healing and grieving against violence for surviving families.

The Closter Park community center is leased to the Salinas Boxing Club which promotes healthy living and education through the sport of boxing. This facility is approximately 4,900 square-feet and comprised of two separate buildings.

The California Department of Parks and Recreation Office of Grants and Local Services (OGALS) awarded the City of Salinas \$6.8 Million Dollars for the comprehensive renovation of Closter Park. A schematic design has been developed and approved by the Salinas City Council. The design was developed using the information gathered from park users through extensive community engagement efforts in 2021 and again in 2023. The City anticipates breaking ground in early 2025. Refer to **Attachment B__** for the approved design.

2.0 SCOPE OF SERVICES

The ideal candidate for this request for proposals will be responsible for designing and painting a mural on the north and west walls of the Closter Park Community Center. Additionally, the selected artist will oversee a contractor to assess and address any required improvements to the wall surfaces of the community center. Refer to **Attachment A** pertaining the limits of the proposed community center mural.

The mural design should align with the Vision and Policies of the City's [Public Art Master Plan](https://www.cityofsalinas.org/Residents/Recreation-and-Parks/Public-Art) (<https://www.cityofsalinas.org/Residents/Recreation-and-Parks/Public-Art>), the approved design for the

park's renovation project, support and connect with the values of its neighborhood and its visitors, foster safety, unity, peace, and resilience, and instill a positive environment.

The selected artist, or artist team, shall be responsible for the project management and logistics for the preparation, finishing, and painting of the Closter Park Community Center mural. The artist/artist group will oversee any subcontractors involved in the project and shall ensure work performance is coordinated with City staff. Additional responsibilities under this contract encompass preparing progress reports, submitting construction schedules, invoices, and other pertinent documentation as specified in the City's standard agreement, **Attachment C**.

The selected artist, or artist team shall be required to cooperate and work harmoniously with the public utility companies, other Contractors working on the various projects at Closter Park, affected property owners/tenants and the City of Salinas during the execution of this Contract.

2.1 PROJECT TIMELINE

1. Call for Art (Request for Proposals) Issued: February 7, 2024.
2. Art Submission Deadline: March 7, 2025
3. Selection Process: March 10-March 14, 2025.
 - a. Public Art Commission Presentation: TBD-2025.
 - b. City Council April 8, 2025.
4. Request Public Feedback for Final Design: April 2025 (Immediately after contract issued).
5. Final Design: April 30, 2025.
6. City Site Plan Review process: May 1, 2025-May 31, 2025.
7. Paint Mural: June 1-30, 2025.
8. Contract Closeout Deadline: June 30, 2025.
9. Ribbon Cutting (Community Celebration): July 2025.

2.2 DELIVERABLES:

Refer to **Section 4.0** of this RFP for additional information regarding the below listed deliverables.

3.0 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

It is the Proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc.

Proposals shall be submitted **electronically via the PlanetBids** website until **2:00 PM Pacific Standard Time on March 7, 2025**.

It is the Proposer's responsibility to ensure the proposal is uploaded / transmitted via the PlanetBids website, prior to the aforementioned designated date and time. The City will not accept paper proposals.

1. **All questions regarding this project shall be submitted to Associate Planner Oscar Resendiz with the City of Salinas through the project page on the PlanetBids website**

(<https://pbsystem.planetbids.com/portal/22949/portal-home>). The City encourages all interested Proposers to submit questions as soon as possible. Questions received after **February 28, 2025**, shall not be answered. All registered Prospective Proposers for this project will receive an email notification once a response to a question has been posted on the PlanetBids web site.

2. Examination of the Content of the RFP and site of work: By submitting a proposal, the artist/artist group represents that it has thoroughly examined and become familiar with the contents of the RFP, carefully examined the site of work contemplated, and that it is capable of performing quality work to achieve the City objectives. *Artist/Artist group is cautioned to make such independent investigation and examination as he/she deems necessary to satisfy himself/herself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality, and quantity of material available from such property, and the type and extent of processing that may be required in order to produce material conforming to the requirements of this RFP.* The submission of a signed proposal shall be considered an agreement to all the terms, conditions, and specifications provided in the RFP.
3. Sample Agreement: A sample Agreement is attached (Attachment C) for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the City at any time prior to the signing of the agreement.
4. Exceptions: If the artist/artist group suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful artist/artist group will be expected to sign the Agreement upon award of the contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The City expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of the City.
5. Proposal Signature: The proposal must be signed by an official authorized to bind the artist/artist group.

4.0 PROPOSAL CONTENT

To expedite and maintain consistency in the evaluation process, each proposal to this RFP shall be organized in accordance with this section. Proposals shall be limited to **21 pages**, not including the appendices. Proposal submissions shall contain thorough description of the information in the order presented below.

1. Artist Statement / Cover Letter: Not to exceed **1 page** and shall include:
 - a. Lead Project Contact Information: Name, title and telephone number of the artist/artist group designated lead contact person for communications pertaining to the proposal. Provide the name of the principal artist or project manager for the artist group who will have direct and continued responsibility for the project. This person will be the City staff contact on all matters dealing with the project and will handle the day-to-day activities through completion.
 - b. A brief statement indicating artist/artist group's clear understanding of the services requested. Overall case for proposer's selection.
2. Mural Design Concept: Not to exceed **6 pages** and shall include:
 - a. Detailed, well-rendered, color concept, hand drawn or computer-generated simulations of the proposed mural, appropriately labeled, and shown to scale, on the community center walls per Attachment A.

- b. Mural concept shall include the title and narrative description of the concept, color palette, material description, product cutsheets, tools, and equipment to be used (including storage if required).
 - c. A maintenance plan for routine, long-term, and to treat graffiti/vandalism.
- 3. Artist Qualifications and Experience: Not to exceed **6 pages** and shall include:
 - a. Provide the number of years the artist/artist group, has provided the services outlined in the RFP.
 - b. List artist/artist group members, assigned to the project along with a clear indication of each member's responsibilities for this project. *Provide resumes for key staff resumes as an Appendix in the Proposal.*
 - c. Outline any training, skills, abilities and experience working with governmental entities or for-profit agencies to design, fabricate and install public art.
 - d. Provide at least five (5) references that have procured similar services from the artist/artist group. Each reference shall include description of work performed, company name/ contact name, and phone number.
 - e. Provide a list of any litigation, including personal and property, involving artist/artist group in the last five (5) years.
- 4. Technical Approach and Timeline: Not to exceed **6 pages** and shall include:
 - a. A narrative describing the approach and work plan for completing requested deliverables with this RFP.
 - i. On a per task basis, identify specific deliverables, team member(s) responsible for completing the work, and any required meetings.
 - ii. Identify, obtain, and provide any and all licenses, permits, clearances, reports, and documents required to complete the project and perform the services within required timelines.
 - b. Identify those services that will be outsourced to a sub-contractor. Artist/artist group will be responsible for verifying the experience, qualifications, and validity of all licenses, permits, and copyrights for any outsourced work to subconsultant and subcontractors. Artist/artist group is also responsible for paying its employees and any subcontracted work.
 - c. Provide an outline of its business safety record. Artist/artist group will be required to comply with all existing Federal, State, and CAL OSHA laws and requirements.
 - d. Project Schedule: Include timeline for completion of tasks, including milestone dates for deliverables, in alignment with Section 2.1-Project Timeline. For project management purposes, the schedule should indicate frequency of meetings with the artist/artist group, including subcontractors, and City staff, and the duration and number of any other proposed meetings, e.g., community meetings, etc.
- 5. Cost Proposal. A detailed budget estimate in matrix form, by task, including hourly rates, time commitments, equipment, labor, and materials for all team members and subcontracted work.
- 6. Appendix
 - a. Signed Cover Letter.
 - b. A signed copy of any addenda issued with this RFP.
 - c. Key staff resumes.
 - d. Requested modifications to the City's standard agreement (Attachment B). Proposals shall include a statement that the proposer has read, understands, and will execute the sample City's standard agreement as presented. Alternatively, if a proposer objects to any language contained

in the standard agreement, the proposal shall identify the contested contract language and shall set forth alternate contract language for the City's consideration. Proposals that do not confirm acceptance of the sample agreement, and that do not identify contested contract language and include alternative contract language, shall receive a reduced score. Changes requested by the proposer afterwards will not be considered. *The scope, nature, and severity of the alternative contract language submissions (particularly as it relates to the indemnification requirement) may result in a reduced score.* The City reserves the right to alter the standard agreement after selection of an artist/artist group with notice to the proposed awardee prior to final offer.

- e. Local Business Preference Form (**Attachment C**).

5.0 SELECTION PROCESS AND AWARD OF CONTRACT

All proposals received by the due date will be evaluated by the City. Responses will be evaluated against the Submission Requirements with this RFP. Proposal submissions with complete information as listed will be considered for evaluation.

1. Evaluation and Scoring: The City will establish a Selection Panel whose members must have no conflict of interest with any of the artist/artist groups. Individual Selection Panel members will review and evaluate the proposals and qualifications of all responsive artists/artist groups.

The Selection Panel will consider the following factors (and other reasonable, objective, and accountable factors) which are listed here without implication of priority:

- a. Responsiveness: The artist/artist group's ability to effectively meet the Scope of Services and all the requirements stipulated in the RFP
- b. Mural Design Concept & Maintenance.
- c. Qualifications and Experience: The artist/artist group's capability and qualifications to perform the Scope of Services and all the requirements stipulated in the RFP.
- d. Technical Approach and Timeline: The artist/artist group's method to effectively provide the Scope of Services and all the requirements stipulated in the RFP within a reasonable timeline.

Scoring Criteria	Points Possible
Cover letter	-
Mural Concept & Maintenance	-
Is it an original design?	5
Does it provide a Title & Concept narrative?	3
Does it align with the City's PAMP Vision and Policies?	5
Does it connect with the use of the park and the Community?	5
Does the mural meet the required minimum lifespan of five (5) years?	4
Does the mural concept incorporate a maintenance plan?	3
Artist Qualifications and Experience	10
Local artist participation (e.g., lead artist, assistant artist)?	5
Artist Technical Approach & Timeline	10
<i>Subtotal</i>	<u>50</u>
10% Local Preference ¹ (if applicable)	5
Total	55

¹The Proposal will receive local preference points equal to 10% of the total possible points pursuant to the provisions of Municipal Code Sections 12-28.10, 12-28.020 and 12-28.040. ***Qualifying businesses (artist/artist group, and subcontractor) are required to submit a Local Business Enterprise form (Attachment C) with their Proposal to be considered a Local Business.***

2. Interviews: Top rated proposals will be invited to an oral interview tentatively scheduled for the week of March 10-14, 2025.
3. Award of Contract: Final Contract will be awarded to the best qualified artist/artist group, that in the opinion of the Selection Panel has the best overall vision and concept for the project.
 - a. The City reserves the right to accept or reject any or all responses and proposals received in response to this RFP, to waive minor irregularities, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so, and to take all proposals under advisement for a period of ninety (90) days. If a Contract cannot be negotiated the City reserves the right to negotiate with any other finalist.
 - b. Subsequent to contract negotiations, prospective artists/artist groups may be required to submit revisions to their proposal.
 - c. This RFP does not commit the City to award a Contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for supplies or services.
 - d. The City reserves the right to select an artist/artist group to perform all the work identified in the RFP, or only selected portions based on price and other factors.
 - e. The City may, at its sole discretion, award the contract in whole, or in part, to one or more artist/artist group.
 - f. All artists/artist groups submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the Selection Panel and may be subject to Salinas City Council authorization.

The City reserves the right to request additional information during the evaluation and selection process, and to require substantially more extensive and detailed information in the course of any subsequent contract negotiations.

6.0 CONDITIONS AND LEGAL REQUIREMENTS

1. **Oral and Written Explanations:** The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received this Request for Proposals.
2. The selected artist/artist group will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected artist/artist group will be the sole point of contact with regard to contractual matters or other liabilities, including payment of any and all charges resulting from the contract.
3. **Liability of Costs and Responsibility:** The City shall not be liable for any costs incurred in response to this Request for Proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization.
4. **Public Record:** All submitted responses, proposals and information included therein shall become public record upon contract award. Proposals are not to be marked as confidential or proprietary. Regardless of any identification otherwise, including marking some or all of the pages as “confidential” or “proprietary,” information in proposals shall become part of the public record and subject to disclosure without further notice to the artist/artist group. The City shall not in any way be liable or responsible for the disclosure of any such records.
5. **Public Nature of Proposal Material:** Responses to this Request for Proposals become the exclusive property of the City. At such times as a formal recommendation to award an agreement to one proposer is made to the awarding authority, all submittals received in response to this Request for Proposals become a matter of public record and shall be regarded as public records, with the exception of those elements in each submittal which are defined by the proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”, unless disclosure is required under the California Public Records Act or other applicable law. Any submittal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary,” shall be regarded as non-responsive.
6. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.
7. **Validity:** The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing from the date proposals are due, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.
8. **Law Compliance:** The selected artist/artist group is required to comply with all applicable State, Federal, and local laws and regulations, including the [City’s Labor Compliance Program](#). Selected artist/artist group is also responsible for complying with all OSHA and any other applicable

standards and requirements. If the artist/artist group out-sources any work or job to a sub-contractor, it will be the artist/artist group's responsibility to ensure that all sub-contractors meet the requirements as stated in this RFP and Contract award.

9. Insurance: General liability, automobile, professional liability, and workers' compensation insurance are required if selected.
10. Proposer's Representative: The person signing the proposal must be a legal representative of the artist/artist group authorized to bind the artist/artist group to an agreement in the event of the award.
11. Permits and Licenses: The artist/artist group, and its subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, which will be required in connection with the performance of services hereunder.
12. The artist/artist group and subcontractors must be licensed in accordance with the Provisions of Chapter 9 of Divisions 3 of the Business and Professions Code. Contractors shall possess the license appropriate for their classification of work. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).