

***Request for Proposal: #2022-12***  
***Physical Public Art in the Theater Plaza at Merced  
College***



Return Proposal To:  
Merced Community College District  
ATTN: Chuck Hergenraeder,  
Director, Purchasing and Risk Management  
3600 M Street  
Merced, California 95348  
Telephone: (209) 384-6300  
E-mail: [charles.hergenraeder@mccd.edu](mailto:charles.hergenraeder@mccd.edu)

**NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)**

**DISTRICT: MERCED COMMUNITY COLLEGE DISTRICT**

**Project Description: RFP# 2022-12, Physical Public Art in the Theater Plaza at Merced College.**

**NOTICE IS HEREBY GIVEN** that the Merced Community College District of Merced County, California, acting by and through its Governing Board, hereinafter referred to as "MCCD," invites bidders to submit proposals for the project described as:

Each proposal must conform and be responsive to this invitation, the Information for Bidders, the Specifications, the Plans, if any, and all other documents comprising the pertinent contract documents.

The District reserves the right to accept or reject any or all proposals, to negotiate with any or all responsible firms submitting proposals, and to waive any informality in the proposal process.

Proposals must be addressed to and filed with the Purchasing Office at the Merced Campus, on or before 2:00 on Monday, June 27, 2022. MCCD shall use the official U.S. time that is provided by the web site to determine if the submission has met the deadline.

Legal Ad to Run: May 20, 2022 & May 27, 2022

For further information contact Chuck Hergenraeder at (209) 384-6300 or [charles.hergenraeder@mccd.edu](mailto:charles.hergenraeder@mccd.edu)

**MERCED COMMUNITY COLLEGE DISTRICT  
REQUEST FOR PROPOSAL #2022-12**

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## I. INTRODUCTION

Merced College would like to invite artists and/or artist teams to submit their proposal to create physical public art in the Theater Plaza at Merced College. These services will be provided through a donation from the Isakow Family, made to the Merced College Foundation, to honor their late mother.

In 2020 the family of Hermoine Isakow approached Merced College to honor their late mother. It was established that the family would like to commission a piece of art to commemorate her love of South Africa and its native birds as well as being outdoors. The initial renderings were of a Baobab tree which was illuminated from the inside and had cutouts of birds in the trunk which would illuminate in the evening. (See attachment A). We would like to keep the design somewhat close to this concept, but does not have to be exact. In addition, the logo of Merced College is also a tree (see attachment B) and we envision some relationship between the two trees. Both the Isakow Family and Merced College are open to artistic interpretation and new concepts as long as it honors the original intent of the project.

The overall project includes a re-design and modernization of the plaza in front of the theater with the physical art piece being a central point of the project.

## II. INSTRUCTIONS AND CONDITIONS

### SCHEDULE OF EVENTS

Listed below are important dates and times by which the actions should be taken or completed. If the District finds it necessary to change any of these dates up to and including the deadline for Proposal submission, it will be accomplished by addendum. All dates after the Proposal deadline are approximate and may be adjusted as conditions dictate without addendum to this RFP.

<u>ACTION</u>	<u>DATE/TIME</u>
Last Day for Questions/Clarification	June 15, 2022 @ 4:00 p.m.
Deadline for Receipt of Proposals	June 27, 2022 @ 2:00 p.m.
Interviews (if required)	June 29, 2022
Award of Contract by Board of Trustees	July 12, 2022

## PREPARATION OF PROPOSALS

1. Before submitting a proposal, each firm is expected to thoroughly examine specifications, instructions, and other related documents included in the RFP, including subsequent amendments to the RFP, if any. Failure to do so will be at the firm's risk and will not bar their obligation to perform if a contract is awarded pursuant to this RFP.
2. Proposals must be signed under the correct firm name by an authorized agent of the firm.
3. Each firm shall answer and complete all of the items shown in the proposal document.

## INQUIRIES

1. All inquiries or requests for clarification or interpretation or to notify the District of errors or omissions relating to this RFP must be submitted in writing via e-mail. Inquiries must be addressed to Chuck Hergenraeder, Director, Purchasing and Risk Management, [charles.hergenraeder@mccd.edu](mailto:charles.hergenraeder@mccd.edu) MERCED COMMUNITY COLLEGE DISTRICT, 3600 "M" Street, Merced, CA, 95348, and submitted within the timeframe noted in the schedule of events. This will allow sufficient time for a reply to reach all firms before submission of their proposals. The District will advise all firms known to have received a copy of the RFP of the clarification or interpretation by amendment to the RFP.
2. In order to control information disseminated regarding this RFP, firms interested in submitting proposals are directed not to make personal contact with members of the Governing Board and District Administration with the exception of the individual listed below:

Chuck Hergenraeder,  
Director, Purchasing and Risk Management  
209-384-6300  
[Charles.hergenraeder@mccd.edu](mailto:Charles.hergenraeder@mccd.edu)

## AMENDMENTS

1. Firms are advised the District reserves the right to amend the requirements of this RFP prior to the date set for opening of proposals. Such revisions will be done formally by publishing amendments to all firms known to have received a copy of the RFP. If, in the judgment of the District, the change is of such a nature that additional time is required for firms to prepare their proposals, the date for receipt of proposals may be changed and all firms will be notified in writing.
2. Firms are reminded that any oral statements concerning the meaning or intent of the contents of the RFP by any person are unauthorized and invalid.

## SUBMITTING PROPOSALS

1. Proposals shall be enclosed in a sealed envelope or container, marked with the name of the firm, RFP name and number, and submitted to:

Merced Community College District  
Attn: Purchasing Department  
3600 M Street  
Merced, CA 95348

2. Hard copy of proposal will be accepted.
3. Proposals must be submitted with one original and five (5) copies.

## WITHDRAWAL OF PROPOSALS

1. Proposals may be withdrawn before the date and time specified for submittal of proposals, either by letter or in person, by an authorized representative possessing proper identification and written proof of authority to act on behalf of the firm.
2. Proposals may not be withdrawn for a period of ninety (90) days after the opening of proposals.

## **III. DESCRIPTION OF DISTRICT**

MERCED COMMUNITY COLLEGE DISTRICT, formed in 1962, serves more than 15,000 students on its three sites. The District offers higher-education opportunities to thousands of students who might otherwise be unable to attend classes beyond the high school level. Associate of Arts and Science Degrees are offered in a wide variety of subjects as well as many career technical certificate programs.

The student body is broadly diverse, reflecting the population in the San Joaquin Valley of California. Our student-centered environment offers more than 40-degree tracks that can be completed in two years. There are also highly regarded career technical programs, some with national certifications that lead to excellent, rewarding careers. Students at MCCD strive for and achieve success in numerous fields including: agriculture, education, law, military service, medicine, performing arts, and public service. Unique learning opportunities for students also include study abroad, internships, work experience, and volunteer service opportunities. Every student has access to a multitude of services, which include: academic advising, career counseling, veteran services, college activities, disabled students' programs, job placement, tutoring services, and athletics.

## **IV. SCOPE OF SERVICES**

### **Objectives**

The objective of Merced College, in issuing this RFP, is to identify qualified artists and/or artist teams that have the ability to provide large scale art in public places. Public art should result in broad community benefit by enhancing the college's image and sense of place, contributing to economic vitality and improving the community's exposure to the arts as well as our students.

### **Art Requirements**

Eligible artwork includes, but is not limited to mediums such as bronze, copper, wood, metal, mixed media. Art will be located outside with little-to-no shade, so eligible art must be able to withstand the elements and will be permanent and fixed. The estimated dimensions are: 10 to 15 feet in height and 8 to 12 feet in width.

### **Location, Maintenance, Insurance and Ownership**

Artwork will be in a public space owned by the Merced Community College District. Merced Community College District shall own the intellectual, design and all ownership rights to the art work. The art work will be the property of the Merced Community College District. Maintenance and insurance costs shall be funded by Merced Community College District.

### **Budget**

Total of one \$100,000 award. This amount includes all costs related to the artist and/or artist team's design and project management fees; all subcontract and consultant costs, including engineers, electricians, fabricators, studio and overhead costs, transportation, delivery, storage and installation of all are components including foundations and footings.

### **Installation and Site Work**

- Conduit stub-out at art location from the adjacent theater electrical room by the Plaza Project Contractor.
- Electrical connection from the electrical panel to the artwork by the Plaza Project Contractor of up to (2) 20-amp circuits.
- The Artist and Contractor will coordinate all the connection of artwork to electrical infrastructure provided by the Plaza Project Contractor.
- Electrical luminaires, conduit and wiring integral to the sculpture is to be provided by the Artist-Contractor.
- Concrete pad for sculpture anchorage to be installed by the Plaza Project Contractor.
- Adjacent landscape, round steel and concrete perimeter wall, signage, and concrete flatwork provided by the Plaza Project Contractor
- Artist will need to coordinate electrical, anchorage, installation requirements, and schedule with College, Plaza Project Architect and Contractor throughout the duration of the project.
- Artist-Contractor is responsible for the delivery, anchorage and work for the complete installation of the sculpture unless otherwise specifically excluded above.

### **Insurance and Bid Bond**

A Ten (10) percent Bid Bond is required. Artist show proof of liability insurance per District standards, Shown on page 17 of RFP.

**Completion Date:** October 15, 2022.

## **V. CONTENTS OF THE PROPOSAL**

Proposals must include information indicating specific qualifications to perform the services as specified and required in the RFP. To provide a uniform review process, firms are instructed to prepare their response following the same sequence as this section of the RFP. Proposal shall not be longer than ten (10) pages in total.

### **A. TITLE PAGE**

1. Show the Request for Proposal (RFP) number, subject, name of the firm, address, telephone number, fax number, email address, name of the contact person, and the date.

### **B. TABLE OF CONTENTS**

1. Include a clear identification of material by section and by page number.

### **C. LETTER OF TRANSMITTAL**

1. Briefly state the firms understanding of the work to be done and make a positive commitment to perform the work within the parameters, guidelines, and schedule contained in the RFP.
2. Provide the names of persons authorized to make representations for the firm, their titles, addresses, telephone/fax numbers, and email addresses.

### **D. PROFILE OF THE FIRM**

1. State whether the firm is local, regional, or national.
2. Provide the location of the office from which the work is to be done and the number of staff employed at that office.
3. Describe the range of activities performed by the firm.
4. Describe the reputation and clientele of the firm.

### **E. QUALIFICATIONS AND EXPERIENCE**

1. Provide a list of clients for whom the firm has or is scheduled to perform similar services. If scheduled, please indicate if these clients have signed a contract with your firm for these services.

### **F. DISTRICT PROVIDED SERVICES/INFORMATION**

1. Identify the information and/or services that must be provided by the District to complete the design and construction planning for the Art project along with a necessary timeline for receipt of this information.



2. Identify the information and/or services that may be provided by the District instead of the provider in order to reduce overall proposal costs. These items should also be identified and addressed in the cost proposal section of the response.

G. SCHEDULE

1. The District desires project completion by October 15, 2022. Discuss typical and potential roadblocks to meeting this schedule and confirm your commitment and/or reservations to the proposed timeline.

H. ADDITIONAL INFORMATION

1. Give any additional information not included above your firm considers essential to the proposal response.
2. Provide, as necessary, a description of special resources, skills, or services your firm possesses, which are not addressed as part of this RFP, that would be available as part of an agreement resulting from this RFP. Please describe any advantages that would be realized by the District as a result of these additional resources.

I. PROPOSAL

1. Provide the project fee to the District. The proposal shall be based on the preparation of a full set of drawings, renderings and by milestones and/or specific tasks required for each phase, along with a total cost for all work proposed. Identify any areas of potential costs savings for any work that may be performed or potentially provided by District staff. It is the intention of the District to reduce costs in this fashion as necessary to complete the projects.
2. Identify your proposed billing process and procedures. It should be noted standard District terms are net 30 days.
3. In addition to the fees listed above, please include a standard rate sheet for additional services.

## V. EVALUATION AND AWARD

1. Proposals will be evaluated by a selected committee, considering such factors as project cost, proposed materials, design, and recent experience. In addition to qualifications as submitted by the firm, evaluations and recommendations of clients, conformity with the requirements of the RFP, capacity to complete within defined parameters, and the level, background and experience of individuals to be assigned to perform the services.
2. Award will be based on the overall scoring and recommendation of the selection committee.
3. The District reserves the right to award an agreement as a result of the initial proposals received, or may elect to conduct interviews and/or negotiations with those firms selected by the District, when it is determined by the District to be in its best interest.
4. The District reserves the right to reject any or all proposals received in response to this RFP.
5. During the evaluation period, the firm acknowledges the District may contact any client referenced in the proposal response to ascertain or verify the qualifications and experience of the firm.
6. The District may schedule interviews with a select group of finalists from all firms that submit a proposal.
7. The firm further acknowledges they will be responsive to requests for information from the District and to meeting with District representatives during the evaluation and award period.
8. The District reserves the sole and exclusive right to determine whether the firm(s) can perform the work to be done.
9. Proposals received shall become the exclusive property of the District. At such time as an agreement is awarded by the Board of Trustees, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records.
10. The agreement executed between the District and the successful firm shall govern all work relating to the described project. The final agreement shall be in a manner and under terms acceptable to the District and shall be governed by the laws of the State of California for Merced County, Merced. Please include with your response a sample agreement for services to be provided.

**VI. SIGNATURE FORM: RFP#2022-12**

(To be included with proposal response)

To: MERCED COMMUNITY COLLEGE DISTRICT  
Purchasing Department  
3600 M Street  
Merced, CA 95348

Pursuant to and in compliance with this Request for Proposal, having familiarized myself with the services required, and after carefully reviewing all the terms conditions and requirements contained therein, the undersigned agrees to furnish such services in accordance with this Request for Proposal, inclusive of items proposed.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this proposal response are true and correct.

**Note: ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE TYPEWRITTEN OR PRINTED.**

**Signature** \_\_\_\_\_

**Name/Title** \_\_\_\_\_  
**Type or Print**

**Name of Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone Number** (\_\_\_\_\_) \_\_\_\_\_ **Fax Number** (\_\_\_\_\_) \_\_\_\_\_  
(Area Code) (Area Code)

**Email Address** \_\_\_\_\_

**Tax Identification Number** \_\_\_\_\_

**VIII. NON-COLLUSION AFFIDAVIT**

**STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am  
(Typed or Printed Name)

the \_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (Bidder Name)

submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at

\_\_\_\_\_  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed or Typed

(\_\_\_\_\_)\_\_\_\_\_  
(Area Code and Telephone Number)

**IX. CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)  
\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:  
“Every employer except the state shall secure the payment of compensation in one or more of the following ways:  
(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.  
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”
2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

## X. BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **MERCED COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

**WHEREAS**, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **RFP# 2022-12, Physical Public Art in the Theater Plaza at Merced College**.

**WHEREAS**, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for Alternate Bid Items, if any.

**NOW THEREFORE**, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees

**[CONTINUED NEXT PAGE]**

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)

## **XI. Insurance Requirements**

The Agency shall maintain during the term of this Agreement General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. The insurance policy(ies) shall be endorsed to name Merced Community College District, its trustees, officers, agents, employees, and volunteers as additional insureds as their interest appear. Workers Compensation Insurance within the statutory limits is required of employers.

Prior to Agency providing Services, Agency shall furnish the District with a proof of insurance evidencing the coverage and limits required by this Agreement, at the following address:

Merced Community College District  
3600 M Street  
Merced, CA 95348