33



**Request for Proposal**

**Yuba Community College District**

**Yuba College, Building 400, New Mural**

**“Call to Mural Artists”**

**Revision 1.4**

**RFP No. 21-19**

**Issue Date: March 29, 2022**

**RFP Package Due Date: July 13, 2022**

**RFP Package Due Date: July 13, 2022, 3:00 pm Sharp, Yuba College Location Delivered To:**

**Yuba Community College District, District Offices Attn.: David Willis**

**District Director of Facilities Planning, Maintenance & Operations**

**RFP No. 21-19 Yuba College, Building 400 New Mural, “Call to Mural Artists”**

**Address: 425 Plumas Blvd., Suite 200, Yuba City, California, 95991**



**Yuba Community College District**

**District Offices**

425 Plumas Blvd, Suite 200 (second floor) Yuba City, California, 95991

Proposal Delivery Location, Front Counter at Second Floor

**TABLE OF CONTENTS**

* 1. INTRODUCTION
  2. District Information
  3. Yuba Community College District Background
  4. Purpose of the Request
  5. Applicable Codes
  6. Scope of Work
  7. Project Schedule
  8. Scope of Construction Management and Quality Assurance Services
  9. District Staff Contacts during Proposal Process
  10. Project Safety Requirements
  11. Proposal Format Organization
  12. Proposal Delivery, Contents, and Format

4.0 Selection of “Firm”

5.0 Basis of Award

6.0 Non-Discrimination

7.0 Response to Request for Proposal (RFP)

8.0 Requests for Information (RFI)

9.0 Proposal Schedule

10.0 District Parking

11.0 RFP Proposals

12.0 Award of Contract/Proposal

13.0 Reservation of Rights

14.0 Bid Bond Requirements: (Not Applicable)

15.0 Performance Bond, Payment Bond Requirements

16.0 Liquidated Damages (Not Applicable)

17.0 Insurance

18.0 Evaluation of Proposals

19.0 Unsatisfactory or Unacceptable Behavior

***Firm Proposal Required Items:***

Appendix A, Proposal Base Bid Costs

Appendix B, Statement of Qualifications (Not Applicable)

Appendix C, Acknowledgement of Addenda Form Appendix D, Non-Collusion Affidavit Form (Not applicable)

Appendix E, YCCD Professional Services Agreement (PSA) (To be submitted by successful Firm)

(Appendix F, Signature Proposal Form

Appendix G, References

Appendix H, “Call to Artists, Artists Guidelines and Requirements”

Appendix I, Artist Proposed Mural Maintenance and Care Services Proposal (to be reviewed and verified with the College Project Team)

Appendix J: Performance and Payment Bond

Informational Items:

Appendix K: Project Information

Appendix L, YCCD Academic Calendars

Appendix M, Map of Yuba College Campus

##### INTRODUCTION

* 1. **District Information:**

The District consists of two colleges, Woodland Community College and Yuba College, with campuses located at six different locations: Yuba College in Marysville, CA; Sutter County Center in Yuba City, CA; Beale Education Center, Beale AFB, CA; Woodland Community College in Woodland, CA; Colusa County Center in Williams, CA; and Lake County Campus in Clearlake, CA.

##### Yuba Community College District

The Yuba Community College District (YCCD) was founded in 1927 and spans eight counties (Yuba, Sutter, Colusa, Yolo, Lake, Butte, Glenn and Placer) and nearly 4,200 square miles of territory in rural, north-central California. It has colleges in Marysville and Woodland, an educational center in Clearlake, an educational center in Williams, an educational center in Yuba City, and outreach operations at Beale Air Force Base.

##### Purpose of Request

The Yuba Community College District seeks proposals and Statements of Qualifications from interested experienced Mural Artists.

**Yuba College Campus Address:** 2088 North Beale Road, Marysville, California 95901

##### Applicable Codes

All work shall meet all State of California Building Codes, and Federal codes, and local ordinances and shall include but are not limited to the following:

1. 2019 EDITION OF TITLE 24 (CALIFORNIA BUILDING STANDARDS CODE) OF THE CALIFORNIA CODE OF REGULATIONS (CCR) AND
2. THE LATEST SUPPLEMENTS:
   * PART 01 CALIFORNIA STANDARDS BUILDING ADMINISTRATIVE CODE (CAC)
   * PART 02 CALIFORNIA BUILDING CODE (CBC)
   * PART 03 CALIFORNIA ELECTRICAL CODE (CEC)
   * PART 04 CALIFORNIA MECHANICAL CODE (CMC)
   * PART 05 CALIFORNIA PLUMBING CODE (CPC)
   * PART 06 CALIFORNIA ENERGY CODE
   * PART 09 CALIFORNIA FIRE CODE (CFC)
   * PART 11 CALIFORNIA GREEN BUILDING STANDARDS CODE CALGREEN CODE)
   * PART 12 CALIFORNIA REFERENCE STANDARDS CODE
3. STATE OF CALIFORNIA, TITLE 19, STATE FIRE MARSHAL (SFM) - PUBLIC SAFETY REGULATIONS
   * NATIONAL FIRE PROTECTION ASSOCIATION, LATEST ADOPTION WITH AMENDMENTS
   * NFPA 13 AUTOMATIC SPRINKLER SYSTEMS EDITION
   * NFPA 14 STANDPIPE SYSTEMS
   * NFPA 20 STATIONARY PUMPS
   * NFPA 25 CALIFORNIA EDITION, INSPECTION, TESTING AND MAINTENANCE OF WATER-BASED FIRE PROTECTION SYSTEMS
   * NFPA 72 NATIONAL FIRE ALARM CODE
   * NFPA 80 FIRE DOOR AND OTHER OPENING PROTECTIVES
   * NFPA 92 STANDARD FOR SMOKE CONTROL SYSTEMS
   * NFPA 101 LIFE SAFETY CODE, 2018 EDITION

CFC Chapter 33 - FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION REFERENCE CODE SECTION FOR NFPA STANDARDS - 2019 CBC (SFM) CHAPTER 35. SEE CHAPTER

##### Scope of Work

The Yuba Community College District is accepting proposals for specified “Mural Artist” professional services to prepare and paint a large exterior mural on the north face of building 400 at the Yuba College campus.

**--Refer to the “Call to Artists” document in Appendix “H”**

**Note:**

* All paint containers shall be opened and securely stored at the campus. Containers shall not be opened and mixed at the shop and then brought to the campus.
* The Artist shall protect all existing concrete, landscape, walls, hand rails, windows, etc… from damage. If there is damage, it shall be repaired to the satisfaction of the College/District.
* The Artist shall provide project delineators and barricade tape to keep students and staff out of the project work area.
* The Artist shall secure all equipment to protect it from theft.
* The Artist shall clean up the work area each day.
* The Artist shall complete work in a timely fashion without delay per the schedule.
* The Artist’s work shall be of high quality and without defect and to the satisfaction of the District/College. There shall not be any runs, drips, or splatter that detracts from the presentation of the mural per the College approved rendering.
* The Artist may discretely sign and date the mural with pre-approved guidance regarding size, and location of the signature.
* The Artist shall not apply paint during wet or excessively windy weather conditions.
* This RFP is limited to Artists within 1000 miles from the Mural location.
  1. **Schedule**

The mural painting work is tentatively scheduled for August 17, 2022, through October 14, 2022.

##### 2.2 District Staff Contacts during the Proposal process:

Firms interested in submitting a Proposal are directed **not** to make personal contact with the Board of Trustees, District staff, or members of the evaluation committee. Any contact shall constitute grounds for disqualification from consideration.

Single Point of Contact during the Proposal Preparation Process:

##### David L. Willis

District Director of Maintenance, Operations, and Planning 425 Plumas Blvd., Suite 200 (Second Floor)

Yuba City, California, 95991 Cell Phone: 916-747-4262 Email**:** [**dwillis@yccd.edu**](mailto:dwillis@yccd.edu)

##### Please email Dave Willis to verify that your firm will be submitting a proposal in response to this procurement process.

**No changes can be made to the project scope without authorization in writing by David Willis.**

##### 2.3 Project Safety and Security Requirements

Safety is a top priority for the District. All California OSHA requirements apply. Industry best practices apply. Firm employees shall wear shirts with sleeves, a hard hat, eye protection, hearing protection as needed, gloves, substantial leather footwear, long pants, a reflective safety vest, and take all needed precautions to complete the work in a safe manner. Safety shall not be compromised at all during the work.

These campuses have a moderate risk of theft. It is the sole responsibility of the Firm to secure all materials, equipment, tools, and the affected buildings.

**COVID 19 BEST PRACTICES APPLY:**

Firms are required to wear facial coverings and maintain social distancing whenever entering occupied College buildings and as much as is reasonable when working outside. The frequent use of hand sanitizer is strongly encouraged. Firm employees shall not report to work at the campus if they are sick or have been recently exposed to anyone knowingly that has tested positive to COVID 19. If a Firm has been tested for COVID 19, they shall not report to work at the campus until after test results are known and after they are no longer symptomatic. If any Firm employees have been tested or have tested positive for COVID 19, this information shall be immediately shared with the District/College project Managers. No sick employees shall report to work at the College Campus.

##### 3.0 Proposal Format Organization

The Firm is requested to use the following proposal format:

##### Proposal Delivery, Contents, and Format:

Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP.

In a sealed box or envelope (clearly marked “), submit the following:

* + - One (1) flash memory stick containing the complete proposal and supporting documentation.
    - One (1) original and two (2) copies in paper form of the proposal, which consists of a Proposal Letter and responses to the proposal requirements of this RFP. There is no page limit.

Firm must comply with the provisions of these instructions for completion and submission of the Proposal. The failure of a Firm to comply with the Proposal Instructions and Requirements will likely result (at the sole discretion of the District) in rejection of the Proposal for non-responsiveness.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Proposal Section** |  |  | **Format** |  |
| 1. Cover Letter | | | PDF | | |
| 2. Table of Contents | | | PDF | | |
| **Appendices (See Table of Contents for each one) Submit a response to each Appendix that requires Firm information. Please submit responses to**  **Appendices A, B, C, D, F, G, H, I. Appendices K, L, M are informational only.** | | | PDF | | |

##### Cover Letter

The Proposal shall include a Cover Letter on Respondent’s official business letterhead, which shall be signed by an individual authorized to legally bind Respondent. The Cover Letter shall also identify the name, telephone number, and email of a person who may be contacted during the Proposal evaluation process.

##### Table of Contents

Provide a Table of Contents that outlines in sequential order the major sections and sub-sections of the Proposal. Use ***tabs*** to allow information to be more easily located.

##### 4.0 Selection of “Firm” Services Provider

**Selection Process and Criteria**

1. The Proposals will be evaluated by the District/College Evaluation Team per the evaluation form in section 15.
2. The top up to 3 Firms will be interviewed. The interview will be scored.
3. The District/College reserves the right to make adjustments in the theme and example draft renderings/examples and to negotiate the terms of the agreement.

Refer to section 15.0 of this RFP.

##### 5.0 Non-Discrimination

The District does not discriminate with regard to race, color, gender, national origin, disability, or any other protected or other classification in the awarding of contracts/agreements. The District welcomes all Qualified Firms to participate in the project Request for Proposal process.

The District encourages Firms that are women or minority owned, emerging small businesses, veteran owned Firm, disabled person owned Firm, and all other qualified Firm to participate in the proposal process.

The District encourages the submission of proposals from all Firms that can meet the stated requirements set for this RFP.

##### 6.0 Requests for Information (RFI)

Requests for Information concerning the RFP must be in writing and may be submitted via email no later than the date shown below. Please direct all questions to: David Willis, email: [dwillis@yccd.edu](mailto:dwillis@yccd.edu)

Following the RFI deadline, all questions and answers will be summarized and posted on the District's website: <https://www.yccd.edu/central-services/purchasing/>, then, click on the “Requests for Proposals / Quotes” tab on the right hand side of this web page. It is anticipated that responses to inquires received by the required time and date will be provided within 5 business days and posted on the District's website or responded to per the dates listed in the RFP for addendum publishing. Should more time be needed by the District to answer *I* respond to RFI’s, this information will also be posted on the above website.

* + - **Include the following in the subject matter field on emails when requesting information: “RFP 21-19”, RFI.**

**7.0 Responses to RFP**

Sealed responses to this RFP must be clearly marked "RFP NO. 21-19, Yuba College, Building 400 New Mural, “Call to Mural Artists” .

##### Responses shall be mailed to or hand-delivered to the following address: Yuba Community College District, District Offices

**Attn.: David Willis**

District Director of Facilities Planning, Maintenance & Operations

##### Envelope/Box Marked:

" RFP NO. 21-19,Yuba College, Building 400 New Mural, “Call to Mural Artists” .

##### Address: 425 Plumas Blvd., Suite 200, Room 216, Yuba City, California, 95991

**Note:** Completely seal your proposals in envelope/box and make sure it gets date/time stamped when delivering proposal. **Firm are each 100% responsible** to make sure proposals that are mailed using a carrier such as UPS, FED Ex, etc…are received and date/time stamped by District personnel prior to the proposal due date/time. No proposals will be considered if they are late, even if it is only 5 minutes late. Please make sure your proposals are delivered and received promptly prior to the due date/time. There will be a public proposal opening at the due date/time.

**Do NOT email your proposals. Emailed proposals that are not sent per the above guidance requirements will not be considered.**

**8.0 Proposal Schedule:**

### Important Dates and Times:

March 29, 2022: Release of Request for Proposal/Request for Qualification at 4:00PM April 12, 2022: 1:00 PM, Optional Pre-Proposal ZOOM Meeting per the following:

<https://yccd-edu.zoom.us/j/94591536311?pwd=eTVKR2doQzg1UGxkUlJ1SWFUbTBjZz09>

Phone: +1 669 900 9128 US (San Jose)

April 19, 2022: 1:00 PM, Optional Pre-Proposal ZOOM Meeting per the following:

<https://yccd-edu.zoom.us/j/93434137627?pwd=bWpUVWRheHA5cjd1MUxCWE5KVytudz09>

Phone: +1 669 900 9128 US (San Jose)

April 26, 2022: 9:00 AM, Optional Pre-Proposal On Campus Meeting at: Yuba College, Building 400, 2088 North Beale Road, Marysville, California, 95901.

July 6, 2022: 5:00 PM, All questions and requests for information must be submitted to David Willis, email: [dwillis@yccd.edu](mailto:dwillis@yccd.edu) per section 6 of this RFP.

July 6, 2022: Addendum Issued if needed.

**July 13, 2022: Proposals due at 3:00 PM SHARP**, to the YCCD District Offices, Attn. David Willis, Suite 200, 425 Plumas Blvd., Yuba City, California, 95991.

This is a prevailing wage project.

##### 9.0 District Parking:

-No parking in Reserved Spaces without a proper permit

-Permit Parking is enforced in all general lots between 6:00 am and 6:00 pm, Monday through Friday. All general lots require a properly displayed, valid permit during these times

-Daily Parking Permits are $2.00

-Permits are available for purchase at any of the permit machines located in the student parking lots

-All other parking regulations are enforced 24 hours a day, seven days a week. This includes designated staff spaces, handicap spaces, timed spaces, red zones, yellow zones, and areas not marked (no parking at any time)

-Once this project is awarded, temporary parking permits will be processed as requested by the successful firm for all employees associated with this project at no cost to the Firm for the duration of the project at each Campus location. These temporary permits must be displayed at all times on the dashboard of employee vehicles.

##### 10.0 Award of Contract

1. The District/College reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.
2. The District/College reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.
3. The RFP, its addendums, any follow-up clarifying information, and the proposal application of the selected Firm will become part of any contract initiated by the District/College.
4. A formal contract shall be signed by the successful proposer and Yuba Community College District to perform this service.
5. The District/College reserves the right to enter into discussions and to negotiate terms of agreement with any one of the Responders after Proposals have been initially reviewed.
6. The District/College intends to award to a single RFP Responder.
7. Failure to acknowledge all of the addendums, provide the items listed in the RFP, may render the proposal unresponsive at the discretion of the College/District.
8. The District/College reserves the right to request clarification of proposal content during the review and evaluation process.
9. The District/College reserves the right to negotiate the terms of the agreement to align with budgetary constraints or based on the Artists previous work examples overall quality and content.
10. Stop work at the Firms expense if safety provisions or quality of work does not meet the District/Colleges requirements and expectations.

This RFP does not commit the District to award or negotiate a contract. The District will not be responsible for any expenses incurred by any firm in preparing and submitting a proposal or response to this RFP or in completing any of the work specified.

##### Bid Bond Requirement:

1. **Performance and Payment Bond Requirements:** Except for Orders that consist solely of maintenance work, if the compensation under any Order, or the aggregate compensation under all Orders expected to be issued under the Professional Services Agreement at the time the Agreement is executed, exceeds (or is expected to exceed) $25,000, Firm shall provide (i) a construction labor and material payment bond, in accordance with Civil Code Section 9550. Contractor may not substitute cash in lieu of the required bond(s).

##### Liquidated Damages: Not Applicable

1. **Insurance:** The Firm shall provide evidence of adequate liability and professional liability insurance, as determined by the District/College and per the Agreement for Services Form in Appendix E.
2. **Unsatisfactory or Unacceptable Behavior:** The District’s Project Manager will investigate and evaluate any case of unacceptable behavior or unsatisfactory performance by the personnel performing work under any resultant contract. Unacceptable behavior or unsatisfactory performance by contract personnel will result in their removal from the project at the request of District’s Project Manager. The decision of the District’s Project Manager will be final in these matters.
3. **Evaluation of Proposals Form**

***RFP 21-19 Yuba College, Building 400 Mural, Call to Mural Artists***

**Firm: . Rank Order: Date: .**

Proposals will be evaluated and include a careful review of the proposals. This RFP will be evaluated by a District Facilities Management Team regarding the factors which are described below:

#### *Evaluation Criteria:*

1. Artist Experience, Examples, Call to Artists

“Appendix H” Information: 40 Points

1. Total Costs: 30 Points
2. Project Approach, Schedule, Safety: 10 Points
3. “Like” Project References: 10 Points

**Total Score: /100 Points**

**Comments:**

|  |
| --- |
|  |
|  |
|  |
|  |
|  |

**Evaluator Name (Print): . Evaluator Signature: .**

**Date: . Recommendation to Interview Yes/No: .**

**Note:** The top up to three (3) Artist Firms will be interviewed. The interview will have a score of 50 points. Questions will be generated associated with the proposals to clarify information provided. The interview will be conducted by College and District representatives participating in the evaluation process. **The decision of the College/District evaluation team will be final. Evaluation forms and interview score sheets, and the overall evaluation work is confidential to the College/District. The top scoring Artist Firm will be recommended for authorization to award to the District Board of Trustees.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description** | **Cost** |
| 1 | Artist preparation & painting work: | **$** |
| 2 | Equipment costs: | **$** |
| 3 | Sub-Total costs: | **$** |
| 4 | Additive/Deductive Alternate No. 1: | **$** |
| 5 | Other costs: | **$** |
| 6 | **Total Costs:** | **$** |

This is a prevailing wage project.

Note any exceptions or exclusions.

Provide a preliminary project schedule.

Provide any substitutions requested with proposal as additive or deductive alternates, product data sheets, justification for the substitution.

Items in Appendix’s A, B, C, D, F, G, H, I, shall be included in proposal.

The Professional Services Agreement in Appendix E is only required to be submitted by the successful Firm.

The Performance and Payment bond in Appendix J will be required by the successful Firm within 10 days after the award date.

**Appendix B: Statement of Qualifications (Not Applicable)**

## Addendum C: Acknowledgement of Addenda Form

The undersigned acknowledges receipt of the following addenda from the District/College pursuant to the Request for Proposal:

Acknowledgement: Yes **or** Not Applicable Addendum No. 1: . Addendum No. 2: . Addendum No. 3: .

**Artists are required to acknowledge all addenda’s within the submitted proposal at the time of submission.**

## Appendix D: Non-Collusion Affidavit Form (Not Applicable)

## Appendix E, Professional Services Agreement Form

## Link:

## <https://goyccd-my.sharepoint.com/:w:/g/personal/w0398409_yccd_edu/EavP4YkY5gFPjkgySBnTSHUBPI82iGgYwYpezIEeUA2xVg?e=1mQyhh>

## Note: Only the successful Artist Firm will be required to fill out this Form. This Form is not required to be filled out at the time that proposals are due to be submitted to the District.

**Appendix F Signature Form**

The undersigned acknowledges the following:

1. Having become familiar with the specifications and requirements of the Request for Proposal, hereby offers to provide **all services** in accordance with the proposal set forth herein, including all referenced material and attachments.
2. By submitting a signed proposal in response to this solicitation, the **Firm** acknowledges that they completely understand the scope of the needed services and that the proposed services as described in the proposal will meet or exceed the needs of the District.
3. Late proposals will not be accepted (even if they are only 5 minutes late).
4. The District reserves the right to reject any and all proposals and that this proposal shall remain open and not be withdrawn for a minimum of 90 days.
5. Cancellation Clause: The District may, without cause, terminate the contract(s) or a project under the contract(s) by giving written notice of such termination to the awarded firm. In the event of such termination the District shall reimburse the firm for services performed and reasonable expenses actually incurred by the firm in relation to the terminated project prior to the firm’s receipt of such notice of termination. The cost of proposal generation, associated travel, copies, postage, etc.., will not be reimbursed and is considered a typical and normal part of the bid process and is not reimbursed for any of the proposers.
6. If the prospective Firm is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the state of California , and that, , is authorized to act for and bind the corporation.

Entity Type (Select One):

Sole Owner: Partnership: .

Corporation: .

Other; Please specify;

1. Regular monthly progress payments are made using ***NET 30*** as a basis for payment, with Net 30 time starting after receipt of the invoice with all required support documentation, and once this information is reviewed and approved by the District.

***Invoices must be emailed to the following with all support documentation:*** Vendors with a first letter of A through N: [rkaur1@yccd.edu](mailto:rkaur1@yccd.edu) ; [rordiway@yccd.edu](mailto:rordiway@yccd.edu) Vendors with a first letter of O through Z: [hgardner@yccd.edu](mailto:hgardner@yccd.edu); [rordiway@yccd.edu](mailto:rordiway@yccd.edu)

Signature Date: Position:

Print name Title

Notary Required On This Project

Notary Stamp:

## Appendix “G” References Form (Example Template)

|  |  |
| --- | --- |
| **Bidder shall provide a minimum of Five (5) verifiable references with current contact information, preferably from a California public educational institution and/or California public agency, representing similar type projects started and completed within the last 5 years. See clarification note below regarding reference requirements.**  **All phone numbers and emails must be current (please verify).** | |
| **REFERENCE #1** | |
| NAME |  |
| ADDRESS |  |
| CITY, STATE ZIP CODE |  |
| TELEPHONE # |  |
| CONTACT |  |
| DATES OF SERVICE |  |
| **REFERENCE #2** | |
| NAME |  |
| ADDRESS |  |
| CITY, STATE, ZIP CODE |  |
| TELEPHONE # |  |
| CONTACT |  |
| DATES OF SERVICE |  |
| **REFERENCE #3** | |
| NAME |  |
| ADDRESS |  |
| CITY, STATE, ZIP CODE |  |
| TELEPHONE # |  |
| CONTACT |  |
| DATES OF SERVICE |  |

**You may of course use the Firm’s established reference template.**

## Appendix H: “Call to Artists, Artists Guidelines and Requirements”

## The “Call to Artist” information shall be submitted with the proposal.

## Refer to the next page.

**Logo, company name

Description automatically generatedCall to Artists**

**Yuba College Performing Arts Theatre Mural**

**June 1, 2022**

**Artist’s Guidelines & Requirements**

**Vision**

Yuba College is changing the external impression left by its buildings with a painting and weatherization project that results in a more vibrant campus reflecting the vibrant people and important work that occurs inside the facilities. As a part of that project, the College is seeking an artist that can design a concept and lead a student project to apply the final design on our Marysville Campus’ Performing Arts Theatre (Building 400). The mural should draw together our college and community while paying respect to the building’s role in Arts community in this region.

**Eligibility**

1. Entries must be the original design and artwork of the entrant and suitable for viewing by all ages.

**Payment**

1. The final selected artist(s) will be compensated: 25% will be paid at the start of the project and the remaining will be paid each month in progress payments based on the estimated percentage of completion. Include an estimate on the Application Form. The District has a 30 day net progress payment policy. Provide pictures of the work and an updated project schedule with progress payments. No retainage will be required for this project. All payments shall be emailed to: [hgardner@yccd.edu](mailto:hgardner@yccd.edu); [rordiway@yccd.edu](mailto:rordiway@yccd.edu)

**Description & Location of Mural Space**

1. The wall has been prepared by the District/College with a mostly flat surface and painted a neutral light grey color prior to application of the mural. The existing surface is a DRYVIT Cement Plaster Surface.
2. The wall is 27’ tall and 72’ long and convex. The wall is 12 panels that are approximately 6 feet wide with 1.5” expansion gaps between.
3. It faces Northwest and serves as a focal point of the campus.

**Artwork Themes**

1. Creativity and innovation of design are encouraged.
2. The design(s) should create a feeling that’s exciting and welcoming through these themes:
   1. Celebrate the arts and inspire future artists with a mural that has a “Wow” factor appropriate for its prominent position on the county’s largest visual and performing arts venue and Yuba College’s central cultural meeting point.
   2. Reflect the cultural diversity of both Yuba College and the Yuba-Sutter community.
   3. Represent the arts both visual and performing in a dynamic way.
   4. Additional elements might include the history of Yuba College, student achievement and the future of the college.
3. Artwork must not contain:
   1. Political statements
   2. Religious references, religious symbols or religious numbers
   3. Copyrighted or trademarked material
   4. Corporate or organizational branding other than Yuba College or the Yuba Community College District

**Material**

1. Artists are responsible for all preparation, art materials and supplies and final sealant required for creation of the artwork and protection of the surrounding area (paint, brushes, buckets, tarps, tape, etc.)
2. All equipment required for mural work should be provided by the artist, subject to college approval and meeting Cal OSHA regulations.
3. High quality, low-sheen or semi-gloss external acrylic latex paint must be used.
4. Anti-graffiti coating from Sherwin-Williams or District-approved equal must be applied.
5. A separate agreement will be reached for annual maintenance, repair and care.

**General Guidelines**

1. Art should be visible from a distance.
2. Art cannot restrict any vents or airflow.
3. Any building parts other than the wall itself must be left unpainted and uncovered.
4. Installation will begin only after design approval and completion of all required liability and contract forms.
5. Artwork is a long-term installation and becomes the property of the Yuba College.
6. Artists must complete the project within a negotiated time frame. On acceptance, a time frame will be established.
7. Artists and any assistants are required to sign a liability waiver prior to start of the project.
8. Only College / District approved Artist representatives shall work on this Mural.
9. Decisions of the College/District Selection Committee are final.
10. Only Artists within 1000 miles of the Mural location are allowed to participate in this Mural work/RFP.

**Student Participation**

1. Up to three (3) students (at a time) enrolled in Art classes at the College, will be participating as assistants to the Artist with limited and variable hours. The College will provide a list of students with times and dates they will be committing to participate and support the Artist work. This schedule will be reviewed with the Artist to ensure that the **Artist can support this Student participation and that it will not impede any of the work. Student work shall be limited to areas on the mural that are less than 10 feet above grade.**

**Application Requirements**

1. Include a short paragraph describing your design theme. Indicate if your theme has specific relevance to Yuba College or Yuba-Sutter’s history, culture, heritage, or geography. (Statement serves to assist the committee in understanding the concept and will not be judged as a part of the selection.)

2. Create full color, detailed concept drawings. Use the sizes listed as approximate examples. Designs are accepted as either;

* 1. Single-sided, full-color printouts or drawings on 11 x 17 sheets. Please print identification at the bottom of each sheet

**AND/OR**

* 1. .Jpg files of full color scanned art.

**Submission of Entry**

1. Mail or deliver the signed application attached with the full color designs and estimate to the District per page 2 of the RFP and section 7 of this RFP.

**Selection Process and Criteria**

1. Designs will be reviewed and selected by the Yuba College Mural Evaluation and Selection Committee. Some adjustments or further development of the concepts may be required before a final design is applied.

**TITLE HERE Application Form**

1. Submit up to three (3) mural submissions (original drawings, digital images on a Flash Drive no larger than 1MB each).
2. **All submissions must be postmarked by July 13, 2022, 3pm per page 2 of this RFP.**

# Include the following documents with this entry form:

# Resume or other artist background information

# Examples of previous mural work and/or artwork (no more than 3 examples)

# photographs, digital images on a Flash Drive (no larger than 1MB each) are acceptable examples.

# Other items as required per this RFP.

Name: Home or Cell phone:

Address: Email:

|  |  |  |  |
| --- | --- | --- | --- |
| # | Title of Mural Design | Price | Notes |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |

The above price shall match the total cost of the proposal per Appendix A.

Artist Statement: (may be attached to this form)

|  |
| --- |
|  |

Explain your Artistic Concept for the mural: (may be attached on a separate document to this form)

|  |
| --- |
|  |

**Appendix I:** **Artist Proposed Mural Maintenance and Care Services Proposal (to be reviewed and verified with the College Project Team) This is separate from Appendix A Bid Form process.**

*Annual Mural Maintenance Criteria:*

* Annual inspections and maintenance of mural to maintain the quality and appearance of the mural.
* Include a light cleaning of the mural that does not include high pressure power washing but does include removing dirt, dust, spider webs, etc..
* Term: Annual, with each year contract being reviewed and awarded.
* Provide an extended annual cost for each year for up to 10 years. Note the annual percent escalation value.
* Describe the services provided. Include the number of hours, hourly rates, who will be doing the work, products and equipment used, and the reasoning for the maintenance work.
* Include any other information that you feel would be important as the College considers the option of awarding an annual maintenance service agreement for the Mural.

**Appendix J: Performance and Payment Bonds:**

**Note: The Performance and Payment bonds are only required by the successful Firm within 10 days after the award date.**

# CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

(Applies to all projects with total value greater than $25,000)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **YUBA COMMUNITY COLLEGE DISTRICT**, a California community college district (**Owner**) has awarded to **(Name of Firm)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal a Professional Services Agreement, dated the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** 20 \_\_\_\_, in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Contract Sum**), which Agreement is by this reference made a part hereof, for the work described as follows:

**(Describe Agreement Work)** .

1. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
2. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
3. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.
4. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.
5. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
6. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the other.
7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** 20\_\_\_.

**CONTRACTOR AS PRINCIPAL** **SURETY**

Company: (Corp. Seal) Company: (Corp. Seal)

Signature Signature

Name Name

Title Title

Street Address Street Address

City, State, Zip Code City, State, Zip Code

Firms may utilize their surety’s standard Form.

**CONSTRUCTION PERFORMANCE BOND**

(Applies to all projects with total value greater than $25,000)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **YUBA COMMUNITY COLLEGE DISTRICT**, a California community college district (**Owner**) has awarded to **(Name of Firm)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as Principal, dated the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Contract Sum**), which Agreement is by this reference made a part hereof, for the work described as follows:

**(Describe Agreement Work)** .

1. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
2. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
3. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
4. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
5. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
   1. Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
   2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety’s total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.
6. Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the others. Surety may not use Contractor to complete the Agreement absent Owner’s written consent.
7. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
8. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
9. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**FIRM AS PRINCIPAL** **SURETY**

Company: (Corp. Seal) Company: (Corp. Seal)

Signature Signature

Name Name

Title Title

Street Address Street Address

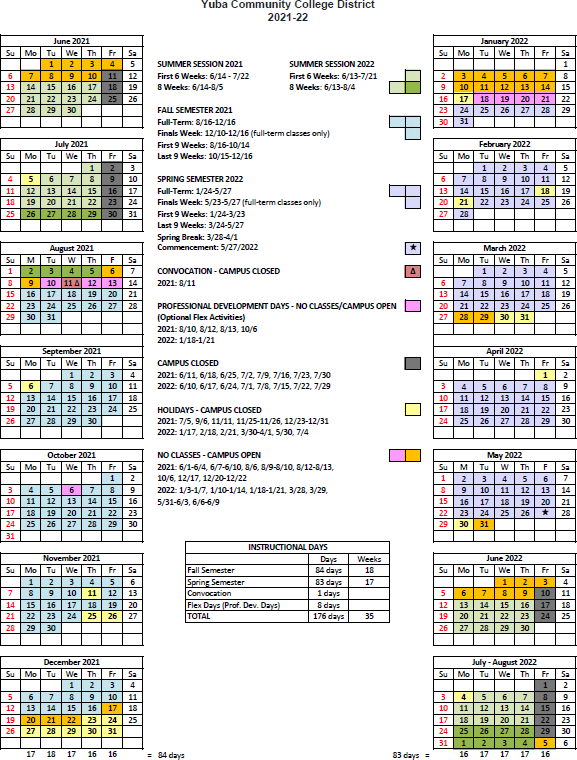
City, State, Zip Code City, State, Zip Code

Firms may utilize their surety’s standard Form.

## Appendix K: Paint/Coating Specifications Link:

## [https://goyccd-my.sharepoint.com/:f:/g/personal/w0398409\_yccd\_edu/EiROonycpk9GvtJ0ZnimMYoByEccG\_0St\_MATnEazSj4AA?e=oeXQBYnt Specifications](https://goyccd-my.sharepoint.com/:f:/g/personal/w0398409_yccd_edu/EiROonycpk9GvtJ0ZnimMYoByEccG_0St_MATnEazSj4AA?e=oeXQBYnt%20Specifications)

**Appendix L: YCCD Academic Calendars—see next page**



**Calendar

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**Appendix M: Map of Yuba College Campus:** 2088 North Beale Road, Marysville, California 95901

**Diagram

Description automatically generated**

Building 400 Mural Wall

**The end.**