



Hardin County Purchasing
300 Monroe St. Kountze, Texas 77625
(409) 246-5124
Fax (409) 246-3208

Misty Sims- Purchasing Agent

May 21, 2019

REQUEST FOR PROPOSALS FOR
COURTHOUSE DOME MURAL PROJECT

Hardin County will be accepting sealed Proposals for a vendor to design, paint, and install a mural depicting Hardin County History in the Courthouse Dome. Proposals should be plainly marked on the envelope and addressed to Hardin County Purchasing Department, 300 Monroe, Kountze, Texas 77625, if mailed or delivered. Proposals will be received until 2:00 P.M., June 10, 2019, at which time they will be publicly opened and read in the Purchasing Department. No proposal tendered later than time fixed will be accepted.

Additional information may be obtained from the Purchasing Department at (409)246-5124, www.co.hardin.tx.us . Hardin County reserves the right to reject any or all bids submitted. Hardin County is an EEOC.

HARDIN COUNTY, TEXAS

COURTHOUSE DOME

MURAL PROJECT

PROPOSAL SUBMISSION DATE

June 10, 2019

2:00 P.M.

Sealed proposals will be received by Hardin County, Texas at the office of the Purchasing Agent prior to 2:00 p.m. on, June 10, 2019, where they will publicly opened.

Request for Proposals for Courthouse Dome Mural Project

It is the intent of Hardin County, with the assistance of the Hardin County Historical Commission, to request proposals from artists for a public art project in the Courthouse Dome. The public art project will consist of a mural to be painted on seven panels which measure approximately 7 foot by 4 foot each, inside the Courthouse Dome. It is anticipated that the mural will be painted and should be durable and be able to wear well over time with proper maintenance.

Qualified prospective bidders may obtain copies of the quote invitation with information to bidders, bid proposals, plans and/or specifications at the office of the Purchasing Agent:

Misty Sims
Hardin County Purchasing Agent
300 West Monroe Street
Kountze, Texas 77625
(409)246-5124
misty.sims@co.hardin.tx.us

Hardin County, Texas reserves the right to reject any and all quotes and to waive defects in bids.

Minority and small business vendors or contractors are encouraged to bid on any and all Hardin County projects.

I. GENERAL INFORMATION

A. Project Title:

Public Art Project – Courthouse Dome Mural

B. Project Location:

Hardin County Courthouse Dome located at 300 West Monroe Street, Kountze, Texas 77625.

C. Project Contact

Name & title: Commissioner Ken Pelt

Phone: 409-781-6104

Email: peltfarm@outdrs.net

D. Project Intent:

It is the intent of Hardin County, with the assistance of the Hardin County Historical Commission, to request proposals from artists for a public art project in the Courthouse Dome. The public art project will consist of the design, painting, and installation of a mural to be painted on seven panels which measure approximately 7 foot by 4 foot each, inside the Courthouse Dome. It is anticipated that the mural will be hand painted and should be durable and be able to wear well over time with proper maintenance.

The mural should depict Hardin County history.

II. SCOPE OF SERVICES:

Specifications for the Project

The public art project will consist of a hand painted mural that reflects Hardin County's history and heritage. The mural must be durable, and be able to wear well over time with proper maintenance. Criteria for selection will include aesthetic considerations, professionalism, and suitability to the site.

B. Contents of Proposal

The following materials must be submitted as a part of the project proposal:

1. Application Form (Attachment A)
2. Resume of the Artist submitting the RFP.
3. No more than ten (10) slides or digital images of completed work by the artist, including any commissioned pieces that have been completed.
4. A written statement from the artist discussing their vision and the piece they are proposing.
5. Sketches or Marquette of the imagery that will be executed.
6. A complete description of the materials from which the piece will be made.

7. A detailed budget that shows artist/design fees, cost of production.
 8. A description of what is required to maintain and conserve the piece.
 9. A detailed timeline for completion and installation of project.
- C. Upon selection, the artist will be required to sign the County's Services Agreement as per the attached.**

III. SELECTION PROCESS

This competition is open to all artists who can complete the requirements as specified, including the designing, creation, delivery, and installation of the artwork. This project is intended to be artistic in nature. Therefore any proposals that include advertising, soliciting, campaigning, or other promotional or commercially-driven entries are ineligible.

Hardin County, working with representatives from the Historical Commission and representatives from the community, will evaluate each proposal and make a selection of the artist who will complete the commission. This selection will then be presented to the Hardin County Commissioners' Court for final approval.

A. Receipt of Proposals

One original and 7 copies of the proposal must be submitted on or before June 10, 2019, at 2:00 p.m. to:

Misty Sims
Hardin County Purchasing Agent
300 West Monroe Street
Kountze, Texas 77625
(409)246-5124
misty.sims@co.hardin.tx.us

The envelope containing the proposals shall be sealed and bear the name and address of the Proposer and shall be plainly marked as follows:

RFP - SEALED PROPOSAL FOR COURTHOUSE DOME MURAL PROJECT

B. Criteria for Selection

Criteria for selection will include, but not be limited to, the following:

Aesthetic Considerations

Artistic merit - Exhibits strong artistic concept, design, and craftsmanship

Innovative use of space

Consider existing elements of the site.

Professionalism

Proposal is coherent and well presented

Previous experience completing public art projects for organizations or for private organizations of similar scope indicated

Demonstrated ability of artist to carry out the project within budget and on time, and with strong consideration of the artist(s) ability to work within given timeframe

Other Considerations

Appropriateness of the artwork to the theme of the project and the space

Experience completing artwork

B. Method of Award:

- a. Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by County or designated evaluation committee. Finalists may be invited to make a presentation to the selection committee. The County reserves the right not to accept any proposal, or to reject any or all proposals and to waive defects or irregularities in any proposal, at its discretion. The County will select the Artist, who at the sole discretion of the County has the right to negotiate a contract based on all factors involved in the proposal.
- b. After selection, the successful Artist and the County will then negotiate and complete all necessary documentation and contracts. During contract development and negotiation, the successful Artist shall not contact any County official except the individual designated to act on the County's behalf during this process. If a successful agreement cannot be reached with the first selected Artist, the County will then negotiate with the next Artist and continue this process until an acceptable agreement is reached.

ATTACHMENT A

ARTIST APPLICATION FORM

Date _____

Last Name _____ First Name _____

Address _____

Phone: Day _____ Evening _____

Email: _____

Fax: _____

CONTRACT FOR SERVICES

Sample

I.

WHEREAS, Hardin County wishes to utilize the services of (CONTRACTOR NAME) at (CONTRACTOR ADDRESS) for the purpose of designing, painting, and installation of mural for the Courthouse Dome Project.

II.

WHEREAS, XXXXX (hereinafter referred to as "Contractor") is specially skilled and qualified to provide these services and desires to provide same under the terms and conditions set forth below.

III.

WHEREAS, County hereby contracts with Contractor to provide a public art project in the Courthouse Dome for its citizens and any others qualified to receive these services, Hardin County hereby contracts with the Contractor to provide approved services.

IV.

WHEREAS, the parties believe that an art piece will enhance the Hardin County Courthouse Dome, located at 300 West Monroe Street, Kountze, Texas 77625, by providing the public with an aesthetically pleasing product with a historical theme.

Now, therefore, in consideration of the mutual covenants contained herein, the County and Contractor agree as follows:

1. The art piece to be designed will consist of a mural(s) to be painted on seven panels in the Courthouse Dome. Each panel measures approximately 7 foot by 4 foot. It is anticipated that the mural will be painted and should be durable and be able to wear well over time with proper maintenance.

The parties have conducted negotiations and as a result of these negotiations agree that \$ _____ is a just and reasonable fee for the performance or the services which are the subject of this contract. The fee is to be paid when work is completed.

V.

Contractor and County acknowledge and agree that XXXXXX is and shall be deemed to be an independent contractor for the services he/she provides under this Contract. Further, because XXXXXX is an independent contractor, the parties agree:

1. The County will make no withholding for taxes of any type from the fee agreed upon in Article IV. All taxes, including, but not limited to Social Security, unemployment, FICA or other monies owed to any State, Local or Federal governmental entity, including applicable penalties and interest, are to be paid by Contractor and are solely the liability of same. In the event a claim is made against County for payment of taxes, penalties or interest for or on behalf of Contractor, Contractor agrees to indemnify and hold harmless County of such damages, including costs and expenses.
2. County will not provide worker's compensation for Contractor for services performed pursuant to this Contract.
3. This is a non-exclusive contract. Contractor is free to advertise and provide his/her services to persons or entities other than the County. Further, County may use other contractors or its own employees to conduct the same services as Contractor.
4. Any insurance the County may have for its facility described above is solely for the benefit of the County. The County shall not be liable for injuries to property or persons (including death) which are the result of the activities of the Contractor. Contractor agrees he/she shall be liable for injuries to himself/herself or others caused by his/her own negligence, omissions, malfeasance, or intentional conduct. When applicable, for the services provided, contractor shall provide insurance for the activity as provided in the policies of the contract instructors program.

VI.

This Contract can be terminated by the County, at any time with notice to Contractor. In the event County terminates the Contract without the fault of Contractor, Contractor shall be entitled to his/her full fee unless fee is pro-rated.

VII.

In the event of default of Contractor for any term or provision of this Contract, the County upon notice to the Contractor of such default, may terminate this Contract without further obligations or liability. In the event of termination for cause, the Contractor shall only receive payment, based upon a pro-rata basis, less any damages incurred by the County for the default.

VIII.

The Contractor shall at all times exercise reasonable precautions for the safety of participants and others on or near the County's facility and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

IX.

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any matter affect the Contractor or the work, and shall indemnify, defend and save harmless the County against any claim arising for the violation of any such laws, ordinances and regulations whether by the Contractors or its employees.

X.

Contractor shall provide, at his or her own cost and expense, workers' compensation insurance, liability insurance, and all other insurance necessary to protect Contractor in the operation of Contractor's business.

XI.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract, and the exclusive venue for any legal proceedings involving this Contract shall be Hardin County, Texas.

XII.

The Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, and agrees this contract will not be assigned or sublet without the prior written consent of the County.

XIII.

The Contractor shall defend, indemnify and hold harmless the County and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use, losses demands, suites, judgments and costs) including reasonable attorney's fees and expenses, in any way arising out or of or resulting from the performance of this Contract or caused by the negligent or intentional act or omission of the Contractor, its officers, agents, employees, subcontractors or invitees.

XIV.

Sample

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

AGREED TO THIS _____ DAY OF _____, 20__.

CONTRACTOR

HARDIN COUNTY, TEXAS

By: _____
XXXXX

Wayne McDaniel, Hardin County Judge