# Park City Municipal Corporation ("PCMC" or "City")

# REQUEST FOR PROPOSALS ("RFP") (NON-BID) FOR

# **Artful Bike Racks**



Respondents or their agents are instructed not to contact or seek references from City employees, agents or contractors of the City, selection committee members, the Mayor's office or staff, members of the City Council and Planning Commission, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. City, in its sole discretion, may disqualify a Respondent for violation of this provision.

#### REQUEST FOR PROPOSALS (NON-BID)

Park City Municipal Corporation ("PCMC") is looking for artist(s)/teams ("Respondent") to create artful bike rack concepts that will be laser cut and integrated into inverted "U" shaped bike racks at various locations in Park City, Utah. Project goals include creating vibrancy on public amenities around Park City and engaging the community through visual art in ways that reflect the seven neighborhoods of Park City, focusing on themes of natural environment, arts and culture, community, and history.

PROPOSALS DUE: **By 5:00 p.m. on Friday, January 30, 2026**. Submit proposals electronically to Stephanie Valdez, via email to: stephanie.valdez@parkcity.gov.

RFP AVAILABLE: The RFP will be available on Monday, November 3, 2025, on the PCMC website. Any modifications to the RFP or responses to questions submitted will be added as addenda to the RFP posted on PCMC website. It is the responsibility of Respondents to regularly check for addenda.

QUESTIONS: All questions regarding this RFP must be submitted in writing to Stephanie Valdez, via email to stephanie.valdez@parkcity.gov by **5:00 p.m. on Friday, January 23, 2026. Please do not submit the same question multiple times.** 

PRE-PROPOSAL MEETING: A pre-proposal meeting will be held at 1:00 p.m. on Wednesday, January 21, 2026, at City Hall, 445 Marsac Ave., Third Floor, East Conference Room, Park City, UT 84060. The meeting will also be available virtually via Zoom link. https://us02web.zoom.us/j/83256191760? pwd=xJgFObbeEytJQdbArh1UnJbfgkRdOs.1.

Attendance is strongly encouraged. Requests for reasonable accommodations at the pre-proposal meeting shall be made no later than 48 hours in advance to the Project Contact below. Accommodation may include alternative formats, interpreters, and other auxiliary aids.

PROJECT LOCATION: Various Locations within Park City, UT 84060.

PROJECT DESCRIPTION (brief): Artful bike rack designs will be installed at various locations within the Park City municipal limits, each expressing the unique character and identity of the neighborhood(s) and their communities. Installation locations will be determined by Park City's Transportation Department.

PROJECT DEADLINE (if applicable): June 30, 2026

OWNER: Park City Municipal Corporation

P.O. Box 1480 Park City, UT 84060

CONTACT: Stephanie Valdez, Art Coordinator

stephanie.valdez@parkcity.gov

Proposals will remain valid for 90 days after submission. PCMC reserves the right to (a) reject any or all proposals received for any reason, (b) change dates or deadlines related to this RFP, and (c) waive any informality or technicality in proposals received when in the best interest of PCMC.

### I. Introduction.

PCMC invites Respondents to submit proposals for the design and creation of unique, artful concepts for laser-cut designs in inverted U-shaped bike racks. Respondents may submit a proposal for a design representing one specific neighborhood or create a cohesive set of designs covering up to all seven targeted neighborhoods. Each design should be inspired by and reflect the unique character and surroundings of the respective neighborhood. This initiative, developed in collaboration with the City's Transportation Planning team, will result in artful bike rack installations throughout the seven neighborhoods within the community.

### II. Scope of Project.

The project aims to support a car-free lifestyle by embracing sustainable transportation, promoting healthier and more connected neighborhoods, and emphasizing a sense of place. The selected designs will be produced by a fabricator, who will laser cut the artwork onto the inverted U-shaped bike rack frames. In addition to encouraging active transportation, neighborhood-specific artistic bike racks will contribute to wayfinding for residents and visitors, thereby enhancing neighborhood identity and enriching public spaces.

The following neighborhoods will be included in this project:

- Prospector
- Deer Valley (84060)
- Old Town
- Bonanza Area
- Thaynes Canyon
- Quinns/Park City Heights
- Park Meadows

### A. Project Goals.

- To beautify public amenity infrastructure around Park City in a way that will work in any season and makes sense for the location.
- To engage the community by soliciting art from local producers and the community.
- To engage the community in the City Council's critical priorities and lenses.
- To integrate the theme of the project with the scale and expansion of bike parking.

## B. Project Details and Design Requirements.

Respondents should submit proposals for rectangular designs that will be laser-cut
to fit inside an inverted U-shaped bike rack. Design dimensions are 14" H x 16" W.
Refer to Exhibit A for design requirement details and bike rack structure
dimensions. Logos and words may not be used in designs.

 Designs should be submitted as a vector file (preferred), .AI, .EPS, or PDF (least preferred). Fabrication and integration of digital design will be managed by PCMC through a selected bike rack vendor.

### III. Funding.

Selected Respondent will receive a \$800.00 payment for each selected artwork design. The Respondent acknowledges that the one-time payment for a selected artwork grants Park City Municipal the right to reproduce, display, or use the selected design multiple times without obligation for any additional compensation.

## IV. Contents of Proposal and Evaluation Criteria.

### A. Required content and minimum qualifications

Proposals will be evaluated on the criteria listed below. Proposals are limited to eight pages and must include the following:

- **Respondent Information/Bio:** Artist information and brief resume.
- **Proposal**: In 700 words or less, describe your proposal for the project. Explain how your design relates to the theme and scope of the project as outlined in the proposal.
- Original Art: Respondent should submit one application with the proposed designs. Respondent may submit a proposal for a design representing one specific neighborhood or create a cohesive set of designs covering up to the seven targeted neighborhoods. Digital vector files, .AI, .EPS, or PDF files will be accepted. No other digital formats will be accepted.
- **Artwork Examples:** Please provide at least three images of your artwork.
- B. Evaluation Criteria: Each proposal will be evaluated on a 1–5 scale (5 = Exceptional, 1 = Unsatisfactory) based on the criteria listed below. Each member of the selection committee will use these evaluation criteria to establish their individual rankings of the respondents. The committee will then combine these rankings to determine an overall aggregate ranking of all qualified proposals.
  - Clarity of proposal and thoroughness of response (completeness of package).
  - Alignment with the project's stated themes of the natural environment, arts and culture, community, and history—reflective of each specific neighborhood within Park City through both proposed design and written materials.

- Alignment with the Park City Public Art Board's stated Mission and Vision.
- Quality and artistic excellence of proposed design(s), including consideration of the laser-cut form within the inverted-U bike rack structure in their design.
- Local Connection Priority will be given to artists from Park City, followed by those from nearby areas or with strong connections to the community. Extra points will be awarded to Respondents who demonstrate meaningful ties to specific Park City neighborhoods, or actively contribute to its cultural and artistic vitality.

The selection committee will consider all documents, the presentation/interview if applicable, the response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination. The committee will select the Respondent(s) that, in the committee's sole judgment, is best able to provide design for artful bike racks.

PCMC reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. The award of a contract may be subject to approval by City Council.

### V. Government Records Access and Management Act.

PCMC will maintain a nonpublic process for the duration of this solicitation in accordance with Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"). Pursuant to Utah Code § 63G-2-305(6), all records related to this RFP, including but not limited to proposals, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records during the procurement process. After execution of a contract, all submittals will be treated as public records in accordance with the requirements of GRAMA unless otherwise claimed by the Respondent as exempt from disclosure pursuant to Utah Code § 63G-2-309, as amended. The burden of claiming an exemption shall rest solely with each Respondent. Respondent shall submit any materials for which Respondent claims an exemption from disclosure marked as "Confidential" and accompanied by a statement from Respondent supporting the exemption claim. PCMC shall make reasonable efforts to notify Respondent of any GRAMA requests for documents submitted under an exemption claim. Respondent waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA. Please note the following:

A. Respondent must not stamp all materials confidential. Only those materials for which a claim of confidentiality can be made under GRAMA, such as trade secrets, pricing, non-public financial information, etc., should be stamped.

- B. Respondent must submit a letter stating the reasons for the claim of confidentiality for every type of information that is stamped "Confidential." Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Failure to timely submit a written basis for a claim of "Confidential" may result in a waiver of an exemption from disclosure under GRAMA.
- C. For convenience, a Business Confidentiality Request Form ("BCR Form") is attached to this RFP as **Attachment 1**. Respondent must submit a completed BCR Form at the time of submission of any proposal.

#### VI. Ethics.

By submission of a proposal, Respondent represents and agrees to the following ethical standards:

REPRESENTATION REGARDING ETHICAL STANDARDS: Respondent represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Title 3, Chapter 1 of the Park City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in Title 3, Chapter 1 of the Park City Code.

#### VII. Selection Process.

Proposals will be evaluated on the criteria listed in Section IV, Contents of Proposal and Evaluation Criteria, above.

The selection process will proceed on the following anticipated schedule, subject to change:

- A. Monday, February 9, 2026: A selection committee comprised of qualified persons, which may include City staff or representatives from other public and private stakeholders, will open, review and evaluate all proposals.
- B. Friday, February 13, 2026: The selection committee may conduct interviews with the highest ranked Respondents. If applicable, interview requirements will be provided to those Respondents selected for further consideration.

- C. Friday, February 20, 2026: Final selection of the top-ranked proposal(s) and preparation of contract(s).
- D. Thursday, March 12, 2026: City Council approval.
- E. Monday, March 16, 2026: Contract execution.

Following completion of the evaluation and establishment of the ranking, negotiations for contract purposes may be initiated with the top ranked Respondent. In the event that an agreement is not reached, PCMC may enter into negotiations with the next highest-ranked Respondent.

### VIII. PCMC Standard Agreement Required.

- A. The successful Respondent(s) will be required to enter into PCMC's standard Purchase and Sale Agreement for Artwork. A form of the standard agreement is attached to this RFP as **Exhibit B**.
- B. ANY REQUEST FOR CHANGES TO PCMC'S STANDARD AGREEMENT, INCLUDING ITS INDEMNIFICATION OR INSURANCE PROVISIONS, MUST BE SUBMITTED NO LATER THAN THE PROPOSAL DEADLINE. ANY REQUESTED CHANGES MAY BE APPROVED IN THE SOLE DISCRETION OF PCMC.

#### IX. General Provisions.

- A. <u>No Representations or Warranty</u>. It is the responsibility of each Respondent to carefully examine this RFP and evaluate all of the instructions, circumstances and conditions which may affect any proposal. Failure to examine and review the RFP and other relevant documents or information will not relieve Respondent from complying fully with the requirements of this RFP. Respondent's use of the information contained in the RFP is at Respondent's own risk and no representation or warranty is made by PCMC regarding the materials in the RFP.
- B. <u>Cost of Developing Proposals</u>. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Respondent. PCMC assumes no liability for any costs incurred by Respondents throughout the entire selection process.
- C. <u>Equal Opportunity</u>. PCMC is committed to ensuring equitable and uniform treatment of all Respondents throughout the advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same fundamental information.

- D. <u>Proposal Ownership</u>. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of PCMC and will not be returned to the Respondent.
- E. <u>Modification of RFP</u>. PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the contract execution. PCMC will provide written notice to Respondents of any cancellation and/or modification.
- F. <u>Financial Responsibility</u>. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to PCMC, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the PCMC, or that may be deemed irresponsible or unreliable by PCMC. Respondents may be required to submit satisfactory evidence demonstrating the necessary financial resources to perform and complete the work outlined in this RFP.
- G. <u>Local Businesses</u>. PCMC's policy is to make reasonable attempts to promote local businesses by procuring goods and services from local vendors and service providers, in compliance with Federal, State, and local procurement laws.

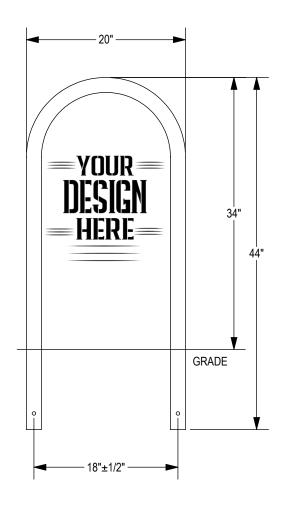
#### X. Exhibits

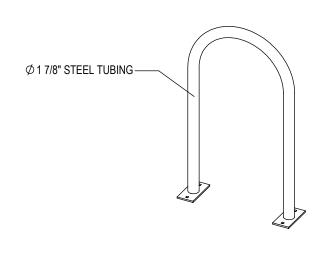
Exhibit A – Design Requirement Details and Bike Rack Structure Dimensions Exhibit B – Purchase and Sale Agreement for Artwork Attachment 1 - Business Confidentiality Request Form

# EXHIBIT A DESIGN REQUIREMENT DETAILS AND BIKE RACK STRUCTURE DIMENSIONS

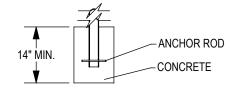


GRABER MANUFACTURING, INC. 1080 UNIEK DRIVE WAUNAKEE, WI 53597 P(800) 448-7931, P(608) 849-1080, F(608) 849-1081 WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM

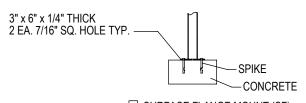




### **CHECK DESIRED MOUNT**



☐ IN GROUND MOUNT (IG)



☐ SURFACE FLANGE MOUNT (SF)

PRODUCT: U190-IG(SF)

DESCRIPTION: 'IU' BIKE RACK 2 BIKE, SURFACE OR IN GROUND MOUNT

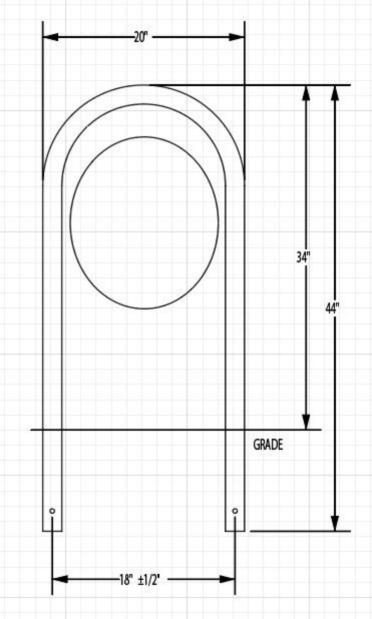
DATE: 10-4-18 ENG: SMC

CONFIDENTIAL DRAWING AND INFORMATION IS NOT TO BE COPIED OR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF GRABER MANUFACTURING, INC. SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

### NOTES:

- INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

  CONSULTANT TO SELECT COLOR (FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
  SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.







# EXHIBIT B PURCHASE AND SALE AGREEMENT FOR ARTWORK

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# PARK CITY MUNICIPAL CORPORATION PURCHASE AND SALE AGREEMENT FOR ARTWORK

THIS PURCHASE AN	D SALE AGREEMENT	FOR ARTWO	RK ("Agreement") is
made and entered int	o this day of _	, 20	, by and between
PARK CITY MUNIC	PAL CORPORATION	I, a Utah mu	inicipal corporation,
("City"), and		, an in	dividual ("Artist").

### **RECITALS:**

WHEREAS, the Artist has created the certain unique and original work of art, more fully described in Exhibit A attached hereto and made a part hereof ("Work"), and owns full right, title, and interest therein; and

WHEREAS the City desires to have artwork on public utility boxes and Artist's Work has been chosen to be displayed at a location and time period as determined by City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

## 1. SALE OF WORK.

The Artist hereby agrees to sell the Work to the City. All rights, title and interest to the Work shall pass to the City at such time as full payment is received by the Artist. The total fee for the Work is Eight Hundred Dollars (\$800.00).

## 2. METHOD OF PAYMENT.

Upon receipt of the Work by the City, the Artist will be paid by check delivered via US Mail in the full amount of Eight Hundred Dollars (\$800.00).

### 3. REPRESENTATIONS AND WARRANTIES:

Artist represents and warrants to the City that:

- A. <u>Intellectual Property.</u> Neither the Work, its components or any other element of the Work infringe or violate any copyright or other intellectual property right.
- B. <u>Title.</u> Title to the Work including all materials and components thereof, will pass to the City upon receipt of final payment by Artist

free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens," and no materials incorporated into the Work have been acquired subject to an agreement under which an interest therein or an encumbrance thereon has been retained by the Artist.

C. <u>Original Creation.</u> Artist represents and warrants that: (a) the Work is a unique and original creation of the Artist; (b) the Work is unique and an edition of one; and (c) no identical, substantially similar, or derivative Work will be created by the Artist for any purpose without the written permission of the City.

## 4. INDEMNIFICATION.

- A. The Artist shall indemnify the City and its agents, employees, and officers, from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Artist's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Artist; and provided further, that nothing herein shall require the Artist to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Artist expressly agrees that the indemnification provided herein constitutes the Artist's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Artist claims or recovers compensation from the City for a loss or injury that Artist would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Agreement. provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

### 5. TREATMENT OF ASSETS.

- A. <u>Ownership</u>. Artist hereby irrevocably assigns, conveys, and otherwise transfers to City and its respective successors and assigns, all right, title and interest to the Work including all proprietary rights thereto.
- B. Display. <u>City shall have the right to display the Work at a location and time as determined in the City's sole discretion or remove the Work from display for any reason</u>.
- C. Publicity. Artist grants to City the right to use the Artist's name, biography and photograph or likeness in connection with the Work in any manner and in any media, provided that the use is for a non-commercial purpose.

### D. Duplication of Art.

- (i) Artist hereby irrevocably assigns, conveys, and otherwise transfers to City and its respective successors and assigns title to the Work and all proprietary rights thereto. Artist waives any and all claims that might arise from any application of Visual Artist's Rights Amendments to the Copyright Law of the United States, 17 U.S.C. §106A ("VARA"). The rights provided herein are in lieu of any rights the Artist may have under VARA.
- (ii) In view of the intention that the Work in its final dimension shall be unique, Artist shall not make any additional exact duplication or reproductions of the final Work, nor shall Artist grant permission to others to do so except with the written permission of the City; provided however, that the Artist may use depictions of the Work in personal promotional materials such as portfolios or resumes, and techniques and design elements from the Work in creation of other artwork.
- (iii) Notwithstanding the transfer to City of all right, title and interest to the Work, Artist grants to the City and its assigns an irrevocable license to make two- and/or three-dimensional reproductions of the Work or any portion thereof for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. Wherever practicable, City shall make reasonable efforts to include Artist's name in any such advertisement, brochure, media publicity, catalog or other similar

publication in which the Work appears and to notify the Artist of its efforts.

- E. <u>Independent Sale.</u> If in the future the City wishes to sell the Work separate and apart from any real property to which the Art may be integrated or affixed, the City will use reasonable efforts to provide the Artist an opportunity to purchase the Work from the City. However, no liability shall attach to the City by virtue of this section.
- F. <u>Notice</u>. Artist agrees to keep the City notified in writing of changes in Artist's address, and failure to do so shall be deemed a waiver of Artist's right of first refusal in above.

### 6. <u>ENTIRE AGREEMENT</u>.

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Utah.

Utah municipal corporation

PARK CITY MUNICIPAL CORPORATION, a

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

	Post Office Box 1480 Park City, UT 84060-1480	
	By: City Manager	
Attest:		
City Recorder's Office		
Approved as to form:		
City Attorney's Office		

	ARTIST
	Name:Address:City/State/Zip:
	Signature
[To be signed by a parent or legal gua	rdian if the <b>ARTIST</b> is under the age of eighteen (18):]
signing this Agreement on his/her	guardian acknowledges that he/she is not only behalf, but that he/she is also signing on behalf all be bound by all the terms of this Agreement.
	Parent/Guardian:
	Address:
	City/State/Zip:
	Signature

# EXHIBIT A DESCRIPTION OF WORK:

# ATTACHMENT 1 BUSINESS CONFIDENTIALITY REQUEST FORM

(Business Confidentiality Claims under Utah's Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-2-309)

A claimant MUST submit a redacted and non-redacted version of their proposal. The entire proposal may NOT be redacted. PCMC will not redact a proposal on behalf of a claimant if they fail to upload a redacted copy of their proposal.

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

me:
dress:
scription of the portion of the record provided to Park City Municipal Corporation that you believe alifies for protected status under GRAMA (identify these portions with as much specificity as possible tach additional sheets if necessary):
e claim of business confidentiality is supported by (please check the box/boxes that apply):
The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).
QUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § G-2-305 (1) –(2) (attach additional sheets if necessary):
PTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the termination is made that the portion of the record should be disclosed because the interests favoring access tweigh the interests favoring restriction of access. Records claimed to be protected under this business infidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the peals process, including judicial appeal, unless the claimant, after notice, has waived the claim by not pealing the classification within thirty (30) calendar days. Utah Code § 63G-2-309(2).
nature of Claimant:
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