



January 22, 2016

REQUEST FOR PROPOSAL NO. 2016-109

**ART IN THE PARKS – SUMMER 2016
CALL FOR ARTISTS
FOR THE PUBLIC ARTS COMMISSION**

**PROPOSALS WILL BE RECEIVED UNTIL
5:00 PM CDT TIME ON MARCH 2, 2016**

**All proposals shall be submitted to the City of Ames, Purchasing
Office,
515 Clark Avenue, Ames, Iowa 50010 prior to the above time and date.**

For questions concerning the scope of services, project requirements and proposal procedures, please contact:

Purchasing Division:

Karen Server, Purchasing Manager
Phone: 515-239-5127
E-mail: kserver@city.ames.ia.us



SECTION 1
NOTICE, INSTRUCTIONS, SCHEDULE,
TERMS & CONDITIONS

**NOTICE & SCHEDULE OF EVENTS
REQUEST FOR PROPOSAL NO. 2016-109
ART IN THE PARKS – SUMMER 2016**

PROPOSALS will be accepted by the City of Ames until 5:00 PM CDT on March 2, 2016. Proposals are to be delivered to the Purchasing offices, Ames City Hall, 515 Clark Avenue, Ames, Iowa. Once proposals have been thoroughly evaluated, the evaluations will be presented to the approving authority for action thereon.

Questions and requests for clarification of requirements for this project are encouraged. All questions and requests for clarification to the RFP shall be received in writing no later than 5:00 p.m. local time on February 17, 2016. Questions and requests for clarification to be submitted via e-mail to kserver@city.ames.ia.us.

The contract schedule represents the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted accordingly.

The approximate contract schedule is as follows:

| | |
|---|------------------------------------|
| Issue RFP: | January 22, 2016 |
| Final Date to Submit Written Questions: | February 17, 2016 |
| Responses to Questions Posted: | February 24, 2016 or Sooner |
| Proposals Due: | March 2, 2016 @ 5:00 PM |
| Selection Recommendation to Public Art Commission: | April 7, 2016 |
| Approval by City Council: | April 12, 2016 |
| Final Completion of Project: | No Later Than May, 2016 |

**All submittals shall be addressed to: Karen Server, City of Ames Purchasing Division
515 Clark Avenue, Ames, IA 50010**

Artists are to submit proposals in an electronic version (.pdf) and images in (.jpeg) to kserver@city.ames.ia.us. Submissions that exceed 20MB are to be uploaded to the FTP site identified on page 12.

All responses should be clearly marked "Art in the Parks – Summer 2016 Call for Artists". All responses are to be received by the City of Ames prior to 5:00 PM CDT on March 2, 2016.

Proposals received after 5:00 PM CDT, March 2, 2016 will be returned to the Artist and not considered. It will be the sole responsibility of the Artist to have their responses delivered before the closing hour and date.

The City of Ames Purchasing Division is the only authorized source of proposal documents. Proposal documents obtained from any other source may be incomplete. Artists using proposal documents not obtained from the City of Ames Purchasing Division are advised to contact the City of Ames Purchasing Division to provide a contact name, mailing address and phone number to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Ames is prohibited.

It is expressly understood that any costs associated with preparing a submittal shall be at the expense of the Artist.

The City of Ames does hereby reserve the right to reject any or all proposals, to waive informalities, and to make such awards as it shall deem to be in the best interest of the City.

REQUEST FOR PROPOSAL NO. 2016-109
ART IN THE PARKS - SUMMER 2016
CALL FOR ARTIST
INSTRUCTIONS TO ARTISTS, TERMS & CONDITIONS

I. SUBMISSION OF PROPOSALS

Prior to award of contract, the successful Artist may be required to complete the COA's Assurance of Compliance with the COA's Affirmative Action Program and Employee Utilization Report.

II. RESERVATIONS

The COA reserves the right to reject any or all proposals, to waive informalities, and to make such award as it shall deem to be in the best interest of the COA.

The COA reserves the right to negotiate all elements that comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. The COA and the finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Artist may offer and Ames may accept revisions.

The COA reserves the right to cancel any contract if it there is a failure at any time to perform adequately the stipulations of these contract documents.

III. INTERPRETATION

If any Artist is in doubt as to the intent or meaning of any part of this document, he or she should contact the Purchasing Manager, City of Ames, Iowa in time to receive a written reply before submitting his or her proposal.

IV. ERROR IN PROPOSALS

Artists or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Artist's own risk, and cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of Artist.

Irregular Proposals: No proposal will be considered which contains a clause in which the Artist reserves the right to accept or reject a contract awarded by the Council.

V. GOVERNING LAW

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

VI. ARTIST'S RESPONSIBILITIES

The Artist is charged with the responsibility of satisfying himself or herself as to the services required under this contract and all other matters, which can affect or modify the terms or obligations incorporated herein before submitting his or her proposal.

VII. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede oral statements of any and every official or other representative of the COA, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

VIII. INSURANCE REQUIREMENTS

Based on the type of project the Artists may be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Artist, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Artist's proposal.

Coverage: General Liability \$300,000/single limit per occurrence or an acceptable form to the City of Ames Risk Manager.

Questions concerning this requirement should be directed to:

David Eaton, City of Ames Risk Manager
515 Clark Avenue, Ames, Iowa 50010
Phone: 515-239-5102

IX. PUBLIC RECORDS

The release of information by the COA to the public is subject to Iowa Code Chapter 22 and other applicable provisions of the law relating to the release of records in the possession of the COA. Artists are encouraged to familiarize themselves with these provisions prior to submitting a proposal. All information submitted by a Artist may be treated as public information by the COA unless the Artist properly requests that

information be treated as confidential and cites to applicable open records exception, in which case the COA will notify the Artist of any pending public records requests to allow the Artist to seek court protection. In the event the Artist marks each page of the proposal as proprietary or confidential without adhering to the requirements of the Section, the COA may reject the proposal as noncompliant.

X. REGULATORY COMPLIANCE

The selected Artist shall be responsible for maintaining all regulatory compliance associated with the proposed services. The selected Artist shall comply with all applicable Federal, State, and local laws and ordinances. The selected Artist shall protect and indemnify the COA and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the selected Artist and by any subcontractors, agents, or employees.

XI. EXECUTION OF CONTRACT

COA will notify the successful Artist. The notification of award will be accompanied by the required number of unsigned counterparts of the contract. The successful Artist shall sign and deliver the required number of counterparts of the contract together with the required evidence of insurance coverage's as called for in the proposal documents. Example of Public Art Agreement is included for Artist's review.

No proposal shall be considered binding upon the COA until the contract is properly executed by both parties.

COA shall deliver one fully signed copy of the contract to the successful Artist.

XII. CHANGE ORDERS

The contract may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions of the work only by written change order fully executed by COA and Artist.

If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the offer; if such prices are not submitted or are not applicable, then by mutual agreement between the Artist and COA. The Artist shall provide documentation and analysis of costs relating to any increase in sufficient detail as may be requested by the COA.

The Artist shall not be entitled to a change in the contract price, terms or conditions, or an extension of the contract times with respect to any work performed that is not

required by the contract documents as amended, modified, or supplemented as provided herein.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

XIII. PAYMENT

Payment will be made based on the schedule of deliverables agreed upon not to exceed the value of the contract. Payment will be contingent upon completion of each task and acceptance by the City of Ames. The invoice shall include an itemization of the work for which payment is claimed.

Invoices referencing the applicable COA purchase order shall be sent to the following address:

City of Ames, Finance Department – Accounts Payable, PO Box 811, Ames, IA 50010

XIV. TERMINATION

In the event the project or contract is terminated for any reason, the Artist shall be paid for services satisfactorily performed and unpaid reimbursable expenses incurred prior to the receipt of written notice of termination.

The contract may be terminated by either party upon fifteen (15) days written notice should the other party fail substantially to perform with its terms through no fault of the party initiating the termination.

The contract may be terminated by the COA upon not less than fifteen (15) days written notice to the Artist for the COA convenience and without cause.

END OF SECTION



SECTION 2

PROJECT REQUIREMENTS

REQUEST FOR PROPOSAL NO. 2016-109
ART IN THE PARKS – SUMMER 2016
CALL FOR ARTISTS
PROJECT REQUIREMENTS

The City of Ames is seeking proposals for public art projects for their Summer 2016 Art in the Parks Program. Organized by the local Public Arts Commission, The Art in the Parks Program works in conjunction with the Commission’s larger mission, which is to create an environment that incorporates art into the lives of all Ames citizens.

I. REQUIREMENTS/OBJECTIVES

To celebrate the recent enlivening of the Ames downtown, the Public Arts Commission is seeking a public art project that is engaging, innovative, and place making. The art project should be compelling and draw individuals and families downtown by word of mouth. The art project should spark an even greater appreciation for the aesthetic value of the town’s historic Main Street and help Ames residents re-imagine their local green spaces.

II. PROJECT SPACE

Tom Evans Plaza is located along historic Main Street in downtown Ames. It is one of the “pocket parks” along Ames’s Main Street and sits between a restaurant and a commercial building. The park is the epicenter for downtown community events like the Farmer’s Market (held weekly throughout the summer months), the annual art walk (held in June), the annual Fourth of July Parade, the annual Midnight Madness community run, the annual Octagon Arts Festival (held in September), among many others. While the park is small, it is a community gathering place surrounded by businesses, local restaurants and boutiques.

III. EXECUTION DATES

Project will begin May 2016 and run through September 2016. Preference given to projects which will extend throughout the year.

IV. QUESTIONS CAN BE DIRECTED TO

Karen Server, kserver@city.ames.ia.us, 515-239-5127

V. BUDGET - \$25,000

VI. EXAMPLES OF PREVIOUS PROJECTS AWARDS TO ARTISTS

Summer of 2008: Acclaimed environmental sculptor Patrick Dougherty created organic, free-standing sculpture inspired by the local environment at Ames's Ada Hayden Park.

Summer of 2011: Renowned artist and Inuit cultural teacher, Peter Irniq created three stone landmarks called inuksuks at different parks throughout Ames: Brookside Park, Emma McCarthy Lee Park, and Ada Hayden Park.

VII. ENTRY RULE AND REQUIREMENTS

Art project must draw individuals and families downtown.

Art project must be weatherproof. Iowa is known for hot, humid summers with dramatic thunderstorms. Conversely, Iowa is known for long, cold winters. Art must have proper maintenance instructions. Given the weather conditions of Iowa, the art project is to be durable enough to withstand climate extremes.

The manner in which the artwork is secured to the physical location will be evaluated, this would include the need for a foundation, mounting or securing in place.

In addition, the artwork must be safe for all park users and take into account the Parks and Recreation Department's goal of reducing maintenance requirements within the park system. This includes eliminating the need to trim grass or use of push mowers so placement of the artwork is important.

The Evaluation Team is open to 2D, 3D, interactive installations, lights, sound and any style that fits within the proposed budget.

VIII. PROPOSAL SUBMISSION

To enter a project, submit the following items to the kserver@city.ames.ia.us. You may provide images of your previous projects if they will assist the Evaluation Team to better understand the scope of your work and your vision for this project.

Statement. A brief Letter of Interest that explains why your artwork is perfect for this project.

Resume. A current professional resume, emphasizing public art experience, public collections and public commissions.

Images. Provide visual images of previous work and any visuals you have for this project. Images should be in .JPG format with a *minimum* resolution of approximately 800x600

pixels.

Include an **Image ID Sheet, when sending examples of previous work. Provide no more than 4 previous projects.** Include an image identification page(s) that provides:

- Thumbnail image of the work
- Location of the work
- Title of work
- Medium
- Dimensions
- Date of work
- Cost of work or amount of commission

Proposals that exceed 20MB in size may be submitted to the following FTP site:

<http://data.city.ames.ia.us/thinclint>

- Use this information for site access:
 - Login: photos
 - Password: photos
- Open the folder: **“ArtintheParks”**
- When the next screen appears, use the **new folder** icon to create a folder with your name
- Click on your folder to open it. Use the **upload files** icon to add your photos and required submittal documents
- Direct your questions to Karen Server at kserver@city.ames.ia.us or 515-239-5127

IX. EVALUATION CRITERIA

The Evaluation Team will consider the following characteristics in the proposals submitted:

- Innovation
- Community engagement
- Distinctiveness
- Aesthetic enjoyment
- Park user safety
- Maintenance requirements of the artwork and space around it
- Overall space requirements of the artwork
- Feasibility and durability

X. SELECTION PROCEDURE

The proposals submitted to the City's Purchasing Department will be evaluated by an evaluation team. The evaluation team will include local residents, a representative from Parks and Recreation, and members of the Public Art Commission. The Evaluation team will review proposals submitted and provide an assessment to the Public Art Commission for recommendation of award in April of 2016. Following the recommendation of award, the contract will be presented and awarded by the City Council.

XI. AWARD

Award shall be made to the Artist submitting the most responsible and responsive proposal which offers the greatest value to the City with criteria detailed and the scope of services set forth. The City reserves the right to invite an Artist(s) in for interviews which will be used in conjunction with the proposal information to award the project.

XII. EXECUTION OF WORK

The City shall inspect the Artwork once complete. Artist will be responsible to notify the City of the completion.

Artwork will have a 10 year warranty and be free from any defects.

The location of the artwork within the Park must be coordinated with Public Works department to maintain public right-of-ways and infrastructure access.

Artist will provide a plan for review to the City on how the Art is anchored and secured in place.

END OF SECTION

**CITY OF AMES, IOWA
PUBLIC ART AGREEMENT
BETWEEN OWNER AND ARTIST**

THIS AGREEMENT is made on the ____ day of _____, 2016, between the City of Ames, Iowa, hereinafter referred to as the OWNER, and _____ of _____, hereinafter referred to as the ARTIST. The OWNER'S Representative shall be the Assistant City Manager of the City of Ames, Iowa.

WHEREAS, the OWNER desires the ARTIST to create a work of art, hereinafter referred to as the ART WORK, in the ARTIST'S unique style.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Article 1. Scope of Services

1.1 General

- a. The ARTIST and OWNER acknowledge that this ART WORK requires the good will of both parties, and they agree to make every effort to ensure the project's success within the established budget.
- b. The ARTIST and OWNER further acknowledge and agree that the exact form and idea behind the ART WORK may not be clear until the actual construction phase begins, the gathering of saplings is evaluated, and the nuances of the site are fully explored. The ARTIST shall determine the artistic expression, scope, design, size, materials, and texture of the ART WORK, subject to review and acceptance by the OWNER'S Representative as set forth in this Agreement.
- c. The ARTIST and OWNER further agree that the installation of the ART WORK will begin on or about _____, will extend over approximately _____ weeks, and will end on or about _____; and that the duration of the exhibition of the ART WORK will be determined by the OWNER.

1.2 ARTIST'S Obligations

- a. The ARTIST agrees to design and safely construct a site specific sculpture, the ART WORK, with consideration for any guidelines imposed by the OWNER and in a manner that satisfies any applicable statutes, ordinances or regulations of any governmental regulatory agency having jurisdiction over the project.

- b. The ARTIST agrees to make every effort to complete the ART WORK during the agreed upon installation period. In case of emergency, the OWNER and the ARTIST can renegotiate the stated completion date.
- c. The ARTIST agrees to clearly discuss the parameters of the project with the OWNER's Representative at least forty-five (45) days prior to the starting date and to resolve all anticipated problems with construction and installation of the ART WORK, including but not limited to site preparation, technical needs, supplies, saplings, and labor.
- d. The ARTIST agrees to present one formal lecture and two informal discussions of the work.
- e. The ARTIST agrees to participate in publicity, education, and marketing efforts initiated by the OWNER in order to increase public awareness and enjoyment of the ART WORK and the installation process.
- £ The ARTIST agrees to carry commercial liability insurance of three hundred thousand dollars (\$300,000) and to be liable up to the limits of the policy, a copy of which will be made available to OWNER's Representative.
- g. The ARTIST agrees to be open and friendly with the public and to represent the OWNER in a positive way.
- h. The ARTIST agrees to give proper credit to OWNER for any future reproduction of photographs shared by OWNER with ARTIST, as provided in Section 1.3.f, and ARTIST further agrees to share unlimited and unencumbered use of the photographs and video documentation developed as part of the installation.
- i. The ARTIST agrees to provide documentation of any reimbursable expenses, as provided in Section 2.2, and an itemized invoice to OWNER's Representative to OWNER's Representative within 30 days of the completion of the installation.

1.3 OWNER'S Obligations

- a. The OWNER will provide labor, equipment, and supplies necessary for installing the sculpture including, but not limited to, a flat-bed truck, scaffolding, motorized auger, and fire retardant.

- b. The OWNER will be responsible for removal of the sculpture and any additional repair or landscaping of the site as determined appropriate by the OWNER.
- c. The OWNER'S Representative will designate staff members, Public Art Commission members, or other volunteers to assist with aspects of organizing the installation including, for example, organizing labor, and arranging necessary equipment.
- d. The OWNER assumes responsibility for permitting, marketing, security, and any other site requirements and enhancement during the construction phase and for the entire life of the ART WORK.
- e. The OWNER agrees to have liability insurance in place throughout construction and the life of the ART WORK, coverage of which shall include volunteers and members of the public participating in the project.
- f. The OWNER agrees to document the ART WORK with a set of professional photographs consisting of large format color transparencies or an agreed upon digital equivalent. The OWNER agrees to share unlimited and unencumbered use of the photographs and video documentation developed as part of the installation with the ARTIST.
- g. The OWNER agrees to produce a printed announcement for public distribution prior to the start of the installation and a brochure highlighting the sculpture following completion of the installation.
- h. Upon installation of the ART WORK, the ARTIST shall provide to the OWNER'S Representative written instructions for appropriate maintenance and preservation of the ART WORK.

1.4 Final Acceptance

- a. The ARTIST shall advise the Owner's Representative in writing when all services required prior to those described in Section 1.5.b have been completed in substantial conformity with the Proposal.
- b. The Owner's Representative shall notify the ARTIST in writing of its final acceptance of the ART WORK.

1.5 Indemnity

- a. The ARTIST agrees to indemnify and hold harmless the OWNER from any claims or liabilities for any loss or other damage arising from the willful or non-willful acts of negligence by the ARTIST during the planning, creation, or installation of the ART WORK.
- b. Upon final acceptance of the ART WORK, and to the extent permitted by Iowa law, the OWNER shall indemnify and hold harmless the ARTIST against any and all claims or liabilities arising thereafter in connection with the ART WORK, the site, the installation, or this Agreement, caused by the OWNER'S negligence.

1.6 Title

Title to the ART WORK shall pass to the OWNER upon final acceptance, subject to the ARTIST'S unlimited and unencumbered use of the photographs and video documentation developed as part of the installation as provided in Section 1.3.f.

Article 2. Compensation and Payment Schedule

2.1 Fixed Fee

The OWNER shall pay the ARTIST a fee of _____ (\$000.00), which shall constitute full compensation for all services performed and furnished by the ARTIST under this Agreement. The fee shall be paid in the following installments:

2.2 ARTIST'S Expenses

Upon installation, and acceptance of the ART WORK, the OWNER will reimburse the ARTIST for actual expenses of any airport parking, local transportation, and meals, in a total amount not to exceed _____ (\$000.00).

2.3 Airfare and Hotel Accommodations

OWNER shall pay directly for the ARTIST'S round trip airfare between _____ and Iowa (DSM Airport) and for ARTIST'S hotel accommodations in Ames, Iowa, for the installation of the ART WORK from approximately _____, 2016 to _____, 2016.

Article 3. Time of Performance

3.1 Duration

The services to be required of the ARTIST as set forth in Article 1 shall be completed pursuant to Section 1.1.c.

Article 4. Warranties

4.1 Warranties of Quality and Condition

The ARTIST represents and warrants, except as otherwise disclosed to the OWNER during the discussion with OWNER's Representative as provided in Section 1.2, that the execution and installation of the ART WORK will be performed in a workmanlike manner.

Article 5. Reproduction Rights

5.1 General

The ARTIST grants to the OWNER and its assigns, an irrevocable license to make two-dimensional reproductions of the ART WORK for any purpose including commercial purposes, and by way of specification but not limitation, reproductions used in advertising, calendars, posters, brochures, media, publicity, catalogues, or other similar publications.

Article 6. ARTIST as Independent Contractor

- 6.1** The ARTIST shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the OWNER. The ARTIST shall not be supervised by any employee or official of the OWNER nor shall the ARTIST exercise supervision over any employee or official of the OWNER.

Article 7. Assignment, Transfer, Subcontracting

- 7.1** Neither this Agreement, nor any interest therein, shall be transferred by the ARTIST. Any such transfer shall void this Agreement.

Article 8. Entire Agreement

- 8.1 This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- 8.2 No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the OWNER.

Article 9. Laws

- 9.1 This Agreement is governed by the law of the State of Iowa with venue in Story County District Court.

ARTIST

By: _____

Date: _____

OWNER

City of Ames

By: _____

Date: _____

Approved as to form:

Judy Parks, City Attorney