

Request for Qualifications (RFQ) and Interest Oregon Bottle Bill Commemorative Sculpture For Salem, Oregon

The City of Salem (Oregon) Public Art Commission in conjunction with the Oregon Environmental Council seeks qualifications from experienced artists or artist-led teams to develop a three-dimensional outdoor artwork that addresses the significance of Oregon's landmark Bottle Bill.

Background

Oregon Environmental Council safeguards what Oregonians love about Oregon – clean air and water, an unpolluted landscape and healthy food produced by local farmers. To celebrate the 50th anniversary of its innovative public policy work in Oregon, the Oregon Environmental Council is commissioning works of art in partnership with several communities. Artwork commemorating the Beach Bill will be sited in Cannon Beach; Land Use will be addressed on the Portland State University campus in Portland. Senate Bill 100 – the visionary land use planning law that protects agricultural lands and reduces urban sprawl – will be commemorated with an art project at Sokol-Blosser Winery in Dundee.

Passage of the Oregon Beverage Container Act, known as the Bottle Bill, will be the focus of a site-specific work in Salem, the state capitol. Proposed work may include glass or recycled glass components. All three-dimensional mediums will be considered.

Oregon's Bottle Bill was adopted on October 1, 1972. As the very first bottle bill in the U.S., it was created to address a growing litter problem along Oregon beaches, highways and other public areas. The Bottle Bill marked the beginning of the end for America's "throwaway" culture. Before the bill, "no deposit, no return" bottles and containers made up approximately 40 percent of roadside litter. Now, years later, recycling is part of Oregon's cultural fabric. For more information:

https://oregonencyclopedia.org/articles/beverage_container_act_bottle_bill/#.Wouzb6jwblU

At about the same time the Bottle Bill was proposed, Salem leaders began building a public art collection in conjunction with the opening of Salem's Civic Center in 1972. The artwork commissioned through this RFQ will become part of the City of Salem's Public Art Collection, overseen by the Salem Public Art Commission. Salem will be responsible for procuring conceptual designs, approval of the final design, and permitting, if necessary, for the location or installation of the resulting work and public marker.

The City reserves the right to accept or reject any or all responses to this call to artists without cause or to delay or cancel this process without liability to the City if the City determines it is in the public interest to do so. The awarded artist(s) will be required to sign a City of Salem Personal Services Agreement. A sample is attached (Attachment 2).

Siting

The City of Salem, through its Public Art Commission, has identified three locations in downtown Salem as potential sites for a site-specific commissioned work interpreting the bottle bill and its impact on Oregon's landscape and culture:

1. Riverfront Park Promenade, in the City of Salem's Riverfront Park, facing west along the Willamette River
2. The southeast corner of Commercial Street NE and Court Street NE, where the City has installed below-grade infrastructure to support a free-standing sculpture.

3. A section of the City's Mill Race Park on the south side of Trade Street SE between High Street SE and Church Street SE.

Images of each of the possible locations for the site-specific commission are featured in Attachment 1.

Budget

A total of \$30,000 is available for this opportunity including design, artist(s)'s fees, fabrication, transportation, installation and documentation.

Submit Qualifications: Required Materials

Letters of interest are due April 2, 2018 at 5 p.m. to cbusch@cityofsalem.net.

Artists and teams interested in being considered for the Bottle Bill sculpture commission in Salem must submit the following:

1. **Artist Statement of Interest:** Outline your interest in this opportunity and confirm your availability to meet the desired schedule within the budget. The Artist Statement of Interest will be an important aspect of the review process. It will assist the selection panel in understanding your perspective on approaching a project of this nature, and your perspective on the potential of this commission. Please address the following in your statement (1500 character maximum):
 - What perspective and/or experience do you bring to a project that is unique to you?
 - What specifically interests you about this project?
 - Which of the three possible sites is your preference?
 - What is your experience in public art and collaborating with clients and communities?
2. **Résumé and References:** Submission shall include a current résumé that outlines your professional accomplishments as an artist (maximum of 5000 characters/equivalent of two pages; if a team, then 5000 character maximum for each team member.)
3. **Images of Past Work:** Submission must include visual representations of past artwork that demonstrate your qualifications for this project or a link to a website that contains images from no more than five previously completed projects. Proposal images from prior projects may be submitted, but should be clearly marked as proposals and cannot be more than two of the images.
4. **Descriptions of Past Work:** Submission must include a list of the submitted project images with descriptions that clearly explain both the projects and images. Each image must include information about: a) title; b) date of completion; c) location; d) dimensions; e) significant materials; f) budget and g) description. If you were the member of a team or otherwise worked with other artists on a project you are submitting for consideration, please clearly state your actual role in the creation of the work.

Please review carefully as incomplete applications will not be eligible for consideration and will not be reviewed. Note: Proposals are not requested and will not be reviewed at this time.

Questions about this RFQ

Please contact Courtney Knox Busch via email at cbusch@cityofsalem.net if you have questions about the project opportunity. Questions and responses will be provided via email to all who have requested a copy of the RFQ.

Project Schedule

This is a projected schedule; dates may be subject to change.

April 2, 2018	Deadline for submittal of artist statement of interest, resume, references, images and descriptions of past work. Up to six (6) artists will be invited to submit conceptual designs.
April 11, 2018	Salem Public Art Commission selects up to six (6) artist(s) for conceptual design contract specific to artist-preferred location. Salem will provide selected artists a \$750 stipend for development of the conceptual design.
By April 30, 2018	City of Salem enters into contract with selected artists to develop conceptual design proposal, renderings and narrative of approach to work.
June 2, 2018	Conceptual designs including material, conceptual rendering, narrative description and how art work meets selection criteria from up to six (6) artists due.
June 13, 2018	Selection committee makes final decision on the artist for the commission.
By June 30, 2018	City enters into contract with selected artist for the artwork commission.
July-September	Artist(s) create and install work.
October 31, 2018	Final work of art installed to coincide with 50 th anniversary of Oregon Environmental Council; final work accepted into City of Salem Public Art Collection by Salem Public Art Commission.

Selection Criteria

The Selection Committee will consider its selection guidelines for art acquisition, including:

1. Artistic quality: the strength of the concept, vision and craftsmanship of the proposed work and whether it is of exceptional quality and enduring value
2. Compatibility: Whether the work of art will enrich the architectural, historical, geographical and/or socio-cultural context of the site. Compatibility includes a consideration of media, as well as integration of the work of art into the design or function of the public improvement. All art forms will be considered.
3. Artist background and experience:
 - Aesthetic excellence of past projects; appropriateness of prior concepts as they relate to the Bottle Bill project goals and opportunity
 - Experience, success, and/or interest in creating public artworks
 - Experience developing artworks in outdoor environments
 - Demonstrated ability to manage projects on time and on budget.

For more, see:

<https://www.cityofsalem.net/citydocuments/salem-public-art-commission-policies-and-guidelines.pdf>

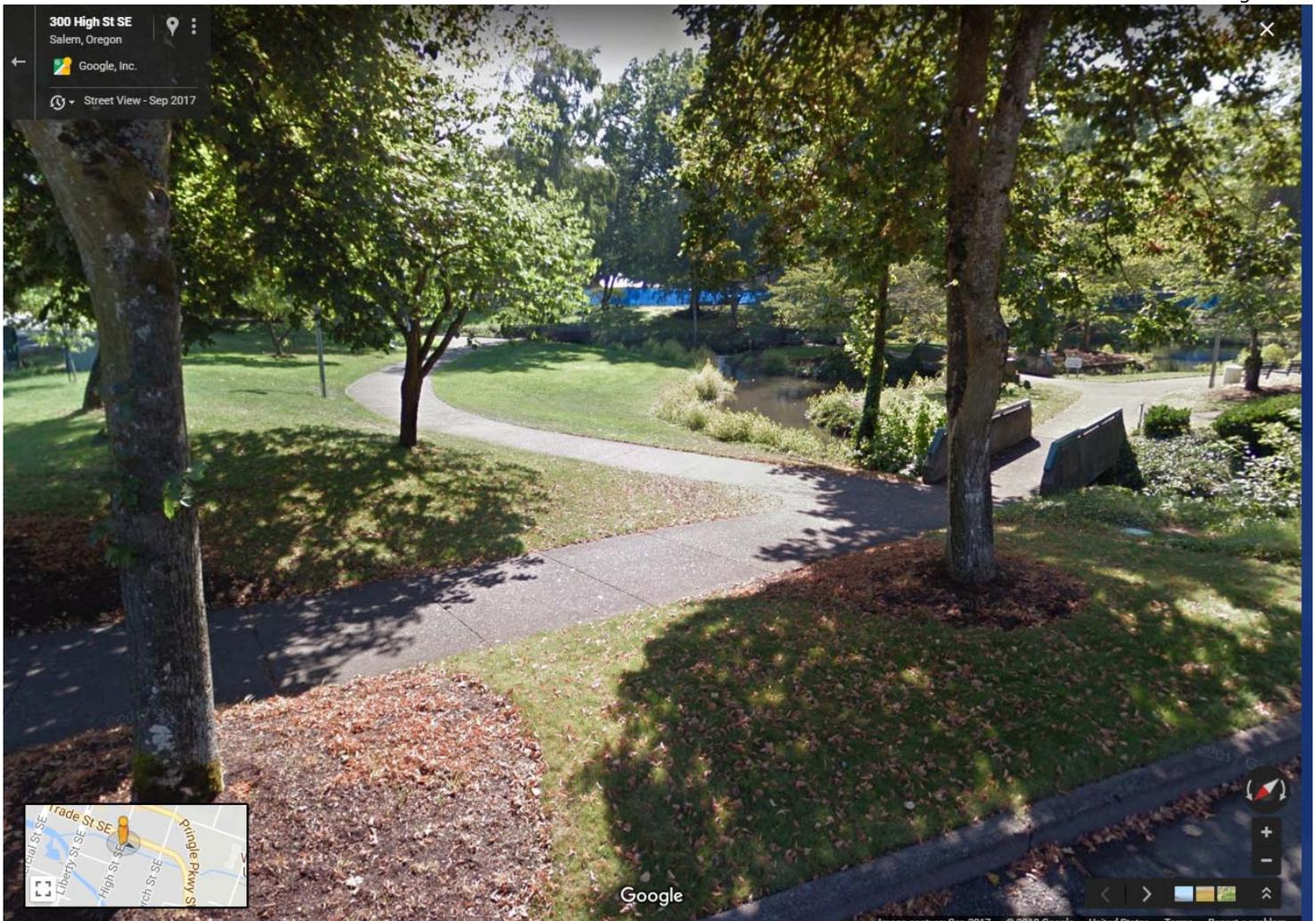
Attachment 1: Three Possible Locations for Site-Specific Commission



Location #1: Riverfront Park Promenade, Water Street between Riverfront Park and Union Street Railroad Bridge



Location #2: Art Pedestal, located in Downtown Salem at corner of Commercial and Court Streets



Location #3: Park-like setting, located in Downtown Salem at High and Trade Streets

Attachment 2: Example Personal Services Agreement

**AGREEMENT #Type Agreement #
PERSONAL SERVICES AGREEMENT**

This Agreement is made between:

**THE CITY OF SALEM,
An Oregon Municipal Corporation,
("City"),
and**

**Type Company Name,
("Provider"),**

for

"Type Title of Agreement"

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide Type Description of Services, as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as "Work."
- 1.3 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.4 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$Type Agreement Amount as provided herein as full compensation for Provider's performance of the Work specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$Type Agreement Amount without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any

work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. Provider is obligated to provide service at the rates set forth above during the term of this Agreement unless Provider is unavailable because of prior commitment. City is not obligated to assign any amount of work to Provider, and is free to engage the similar services of other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Provider shall not assign, subcontract or sublet any interest in this Agreement, it being understood that Provider's services are personal and Provider was chosen on the basis of the quality and suitability of those personal services.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.9 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

- 4.1 All Work product produced in furtherance of this Agreement belongs to the City and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City. Provider retains no right, ownership or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work under this Agreement.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
 - 5.1.1 The City's Call to Artists, together with any documents incorporated by reference therein.
 - 5.1.2 The Provider's complete written Proposal dated Type Date of Proposal.
- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 5.1.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 6.1.1 termination of this Agreement;
 - 6.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - 6.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 6.1.4 exercise of its right of setoff.
 - 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 6.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:
 - 6.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
 - 6.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
 - 6.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

7. TERM AND TERMINATION

- 7.1 Term
 - 7.1.1 This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until End of First Year, unless sooner terminated as provided in Subsection 7.2.

7.2 Termination

7.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

7.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

7.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

8. NOTICE

8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

City Department
Attn: Contract Administrator
Address
Salem, OR 97301
Phone: (503)
Email:

With a copy to:

Contracts & Procurement Division
City of Salem, Oregon
555 Liberty Street SE, Room 330
Salem, OR 97301-3503
Phone: (503) 588-6136
Fax: (503) 588-6400
Email: contracts@cityofsalem.net

If to Provider:

Providers Company Name
Attn: Providers Project Manager
Address
City, State, Zip
Phone:
Email:

9. WAIVER OF BREACH

9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

10. PROVIDER'S COMPLIANCE WITH TAX LAWS

10.1 Provider represents and warrants to the City that:

10.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

10.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 10, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

10.3 Any Work delivered to the City under this Agreement shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM, OREGON

PROVIDER NAME

By: _____
Kacey Duncan, Deputy City Manager

By: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____