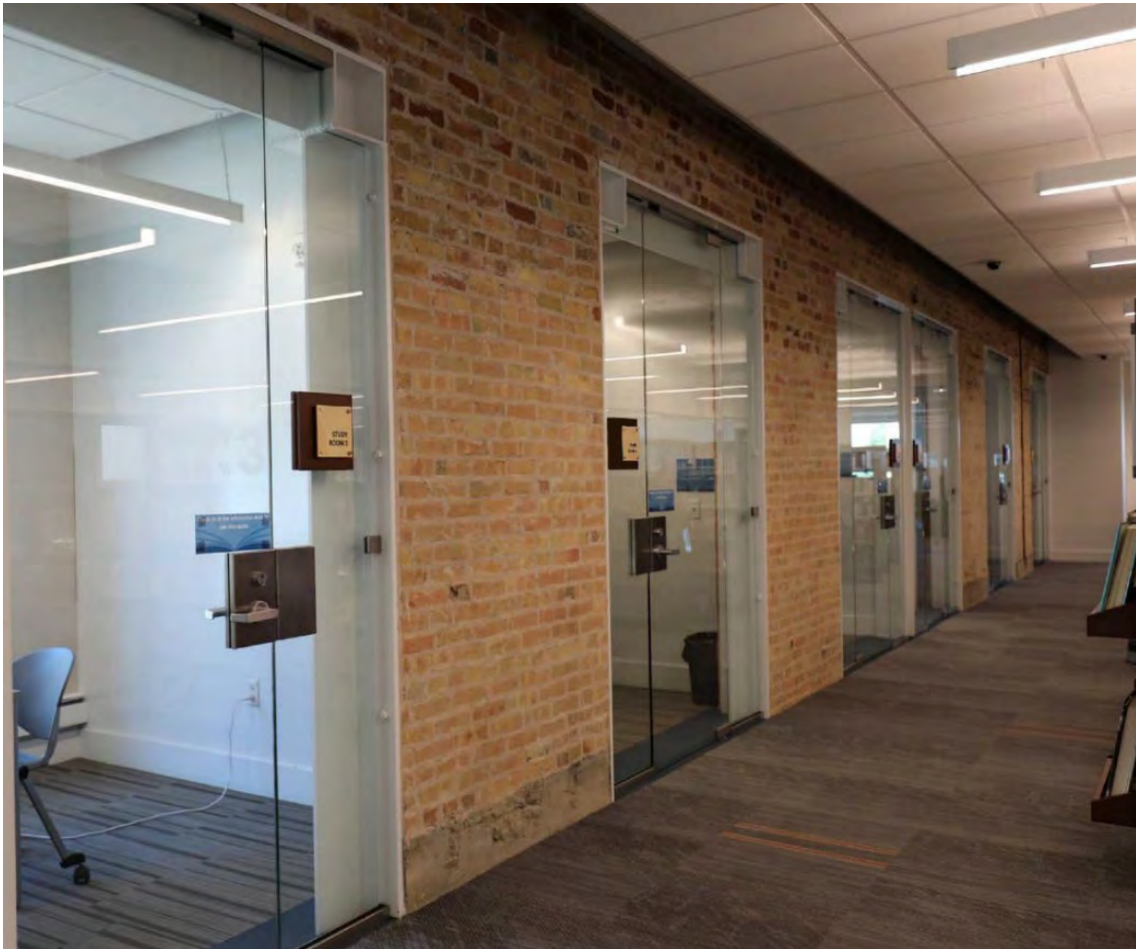


Park City Municipal Corporation (“PCMC” or “City”)

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

Landscape Art for Park City Library Study Rooms

Call for Artists: Park City’s Palette



Respondents or their agents are instructed not to contact City employees, agents or contractors of the City, selection committee members, the Mayor’s office or staff, members of the City Council, 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)

PCMC is inviting proposals from qualified persons or firms (“Respondent”) to provide artwork for the study rooms at the Park City Library.

PROPOSALS DUE: By 5:00 p.m. on Friday, October 25, 2024

Submit proposals electronically via email to Stephanie Valdez, Project Contact, at stephanie.valdez@parkcity.org.

In the event of difficulty submitting proposals electronically, proposals can be dropped off at the office of the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted to the City Recorder must be delivered on a zip drive. No paper copies may be submitted.

RFP AVAILABLE: The RFP will be available on Friday, August 30, 2024, on the PCMC website. Any modifications to the RFP or responses to questions submitted will be added as an addendum 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@parkcity.org by 5:00 p.m. on Monday, October 14, 2024. 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 Thursday, October 10, 2024, at the Park City Library, Second level; 1255 Park Avenue, Park City UT 84060. RSVP is required by October 10, 2024 by 5PM. Attendance is strongly encouraged for all Respondents. Requests for reasonable accommodation at the pre-proposal meeting shall be made no later than 48 hours in advance to the Project Contact above. Accommodation may include alternative formats, interpreters, and other auxiliary aids.

PROJECT LOCATION: Park City Library, 1255 Park Ave, Park City, UT 84060

PROJECT DESCRIPTION (brief): The City seeks a Call for Artist for Park City Library’s eight study rooms. The theme of this project is “Park City’s Palette.”

PROJECT DEADLINE (if applicable): Tuesday, December 31, 2024

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Stephanie Valdez, Art Coordinator
stephanie.valdez@parkcity.org

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

I. Introduction.

The City seeks to engage local artists and community members in transforming eight study rooms at the library into vibrant spaces that reflect the essence of Park City's palette. Each room will serve as a canvas for artistic expression, with a specific theme guiding the artwork.

II. Scope of Project.

The City invites artists to submit proposals for artwork that is specific to Park City landscapes. Artists may include, but are not limited to, the following themes, though the final selection is subject to change.

1. **Mountain Majesty Room**
2. **Nature Trails and Parks**
3. **Local Landmarks**
4. **Wildlife Encounters**
5. **Outdoor Adventure**
6. **Cultural Heritage Room**
7. **Historic Main Street**
8. **Sunrise and Sunset Scenes**

Exhibit "D" – Images of Study Rooms and Proposed Wall displays the study rooms, which vary in dimensions:

Study Rooms One and Two: Approximately 12 feet wide.

Study Rooms Four through Seven: 8 feet wide.

Room Eight: 4 feet 8 inches wide.

Please note that the paintings must be original, can be no larger than 4x5 feet and must include framing. We are not asking artists to paint on the walls of the study rooms.

- III. Funding.** The total project maximum funds available are \$40,000; \$5,000 per painting.

IV. Contents of Proposal and Evaluation Criteria.

A. Required content and minimum qualifications.

The proposal must include:

- Exhibit “C” - Application Form, which requires you to describe your proposal for the project in 300 words. Explain how your design relates to the theme and scope of the project as outlined in this RFP.
- Artist Bio and Statement
- High-resolution image of the proposed painting.
- If selected, Original Art, size 4x5, and must be framed.

Artist Selection Criteria:

- Clarity of proposal and thoroughness of response (completeness of package).
- Alignment with the project’s stated theme, 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 designs.

The selection committee includes Public Art Advisory Board members. Other members of the committee may include the Executive Director of the Park City Summit County Art Council, Library staff, and the City Staff Liaison to the Public Art Advisory Board or their designee. Finalists may be invited to an interview with the selection committee. The Board will recommend eight final art selections for the project. Applications will be evaluated on the factors listed in Project Goals and Artist Selection Criteria. The selection committee’s recommendations and final selection of artists under this Call for Artists are conditioned upon and subject to approval by the City Council.

Each member of the selection committee shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the acceptable proposals. The evaluation criteria and basis for the award are attached as **Exhibit “A”** and incorporated herein.

General and Specialized Experience – (25%): (a) Respondent's ability, capacity, and skill to perform or provide the required services; (b) Respondent's demonstrated ability with respect to quality, availability, and adaptability of the supplies or contractual services; and (c) Respondent's organizational and

financial history.

Past Performance and Experience of Proposed Personnel - (25%);

Plan of Operation/Performance - (50%): (a) Quality of Respondent's operation/performance plan; and (b) Respondent's plan to contribute to City's defined goals.

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 which, in the committee's sole judgment, is best able to provide artwork for the Park City Library study rooms.

NOTE: Price may not be the sole deciding factor.

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. 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 the City's conflict of interest ordinance, Chapter 3.1 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 the City's conflict of interest ordinance, Chapter 3.1 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

- a. Monday, November 4, 2024: 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. By Friday, November 8, 2024: 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. By Thursday, December 5, 2024: Recommended Artists approved by City Council.
- d. By Friday, December 13, 2024: All contracts finalized.
- e. 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 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"** and incorporated herein.
- b. **ANY REQUEST FOR CHANGES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PCMC'S STANDARD AGREEMENT MUST BE SUBMITTED NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. ANY REQUESTED CHANGES TO PCMC'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS MAY BE APPROVED IN THE SOLE DISCRETION OF PCMC.**

A Respondent must be authorized to do business in Utah at the time of contract execution. If Respondent's address is within the 84060 zip code, a valid PCMC business license is required.

IX. General Provisions.

- a. No Representations or Warranty. 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. Cost of Developing Proposals. 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. Equal Opportunity. 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. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of PCMC and will not be returned to the Respondent.
- e. Modification of RFP. 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. Financial Responsibility. 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. Local Businesses. 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 (if applicable)

Attachment 1 – Business Confidentiality Request Form

Exhibit "A"- Content of Proposal and Evaluation Criteria and Basis for Award

Exhibit "B" – Purchase and Sale Agreement For Artwork

Exhibit "C"- Application Form

Exhibit "D"- Images of Study Rooms and Proposed Wall

Attachment 1

REQUEST FOR PROTECTED STATUS

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

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.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The 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).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____

Exhibit "A"
Content of Proposal and Evaluation Criteria and Basis for Award

**Request for Proposals
Artwork for Park City
Library Study Rooms**

**Section IV. Content of Proposal and
Evaluation Criteria and Basis for Award**

- A. Initially, a review of each proposal will be conducted by Special Events and Library staff to ensure compliance with the terms, conditions, and requirements of the RFP. Any proposals that fail to meet all the Minimum Qualifications listed in Section IV of the RFP may be deemed non-responsive.

Each selection committee member shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the acceptable proposals.

1. General and Specialized Experience – (25%)
 - a. Respondent's ability, capacity, and skill to perform or provide the required services, listed in Section IV of the RFP.
 - b. Respondent's demonstrated ability with respect to quality, availability, and adaptability of the supplies and contractual services.
 - c. Respondent's organizational and financial history.
2. Past Performance and Experience of Proposed Personnel - (25%)
 - a. Respondent's references and examples of past projects.
 - b. Respondent can achieve the timeline as noted in the RFP.
 - c. Respondent's Process and method to complete the project.
3. Plan of Operation/Performance - (50%)
 - a. Quality of Respondent's operation/performance plan.
 - b. Respondent's plan to contribute to City's defined goals, in particular environmental sustainability goals surrounding the project.

B. INTERVIEWS

The City reserves the right to conduct interviews with the highest-ranked Respondent(s). Interview requirements will be provided to those Respondent(s) selected for further consideration. Respondents are reminded that the selection committee shall look at the reasonableness of all aspects of the proposal and shall, in the selection committee's sole judgment, choose the Respondent with the best overall proposal.

Exhibit "B" – Purchase and Sale Agreement For Artwork

CONTRACT# _____

**PARK CITY MUNICIPAL CORPORATION
PURCHASE AND SALE AGREEMENT FOR ARTWORK**

THIS PURCHASE AND SALE AGREEMENT FOR ARTWORK (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and _____, an individual (“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 Five Thousand Dollars (\$5,000.00).

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 Five Thousand Dollars (\$5,000.00).

3. REPRESENTATIONS AND WARRANTIES:

Artist represents and warrants to the City that:

- A. Intellectual Property. Neither the Work, its components or any other element of the Work infringe or violate any copyright or other intellectual property right.
- B. Title. 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. Original Creation. 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. The 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. Ownership. 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. 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.
- 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. Independent Sale. 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. Notice. 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. ENTIRE AGREEMENT.

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.

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

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, 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 guardian if the **ARTIST** is under the age of eighteen (18):]

The Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement.

Parent/Guardian: _____

Address: _____

City/State/Zip: _____

Signature

EXHIBIT A
DESCRIPTION OF WORK:

Exhibit "C" - Application Form

1. Applicant Information:

Name(s): _____

Date: _____

Mailing Address:

City: _____ State: _____

Zip code: _____ Telephone: _____

Email: _____

Website: _____

2. Proposal: In 300 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 this proposal

3. Original Art: Artist/Team should submit one application and no more than one image as a single PDF. If an artist or artist team is submitting multiple entries, a separate application must be completed for each. All design and concept materials should be clearly labeled with the applicant's name and the title of the project.

4. Bio: Information and brief resume(s) on the Artist/Team. Send the application, proposal, and original art as a single PDF.

5. Release, Waiver and Terms: By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist will receive payment of \$5,000 for the use of the submitted artwork. If artwork is not chosen, Artist (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the last week of July; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein.

The Artist/Team waives and releases the City and its officers, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of the artwork while the artwork is in the City's custody. The Artist/Team understands and agrees that the City and its officers, agents, and employees are not responsible for reimbursement or replacement of lost, stolen, or damaged items

Proposals lacking the above-required information will not be considered.

Exhibit "D"- Images of Study Rooms and Proposed Wall

Exhibit "A"
Library Study Room Walls

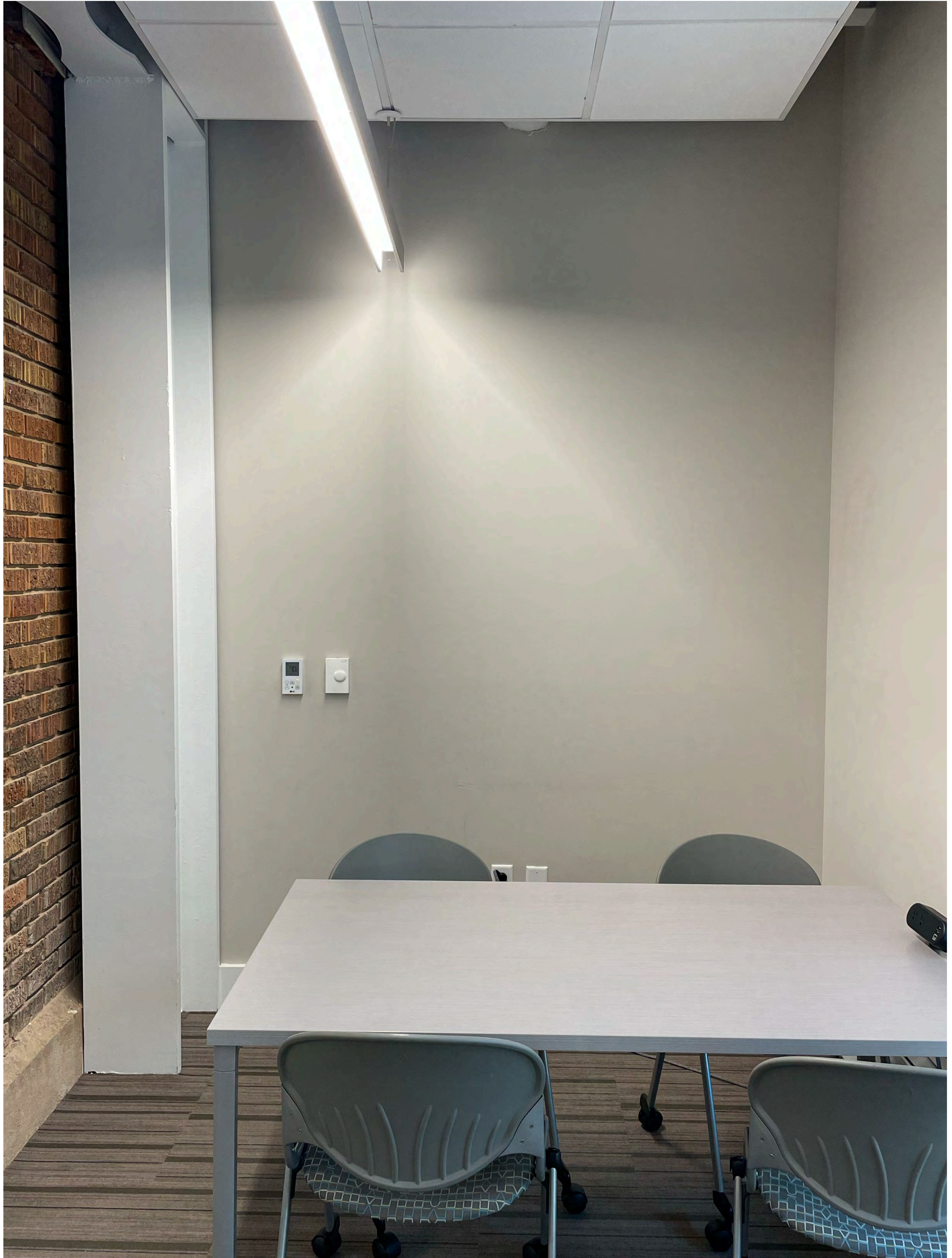
Study/Conference Room 1



Study/Conference Room 2



Study Room 3



Study Room 4



Study Room 5



Study Room 6



Study Room 7



Study Room 8

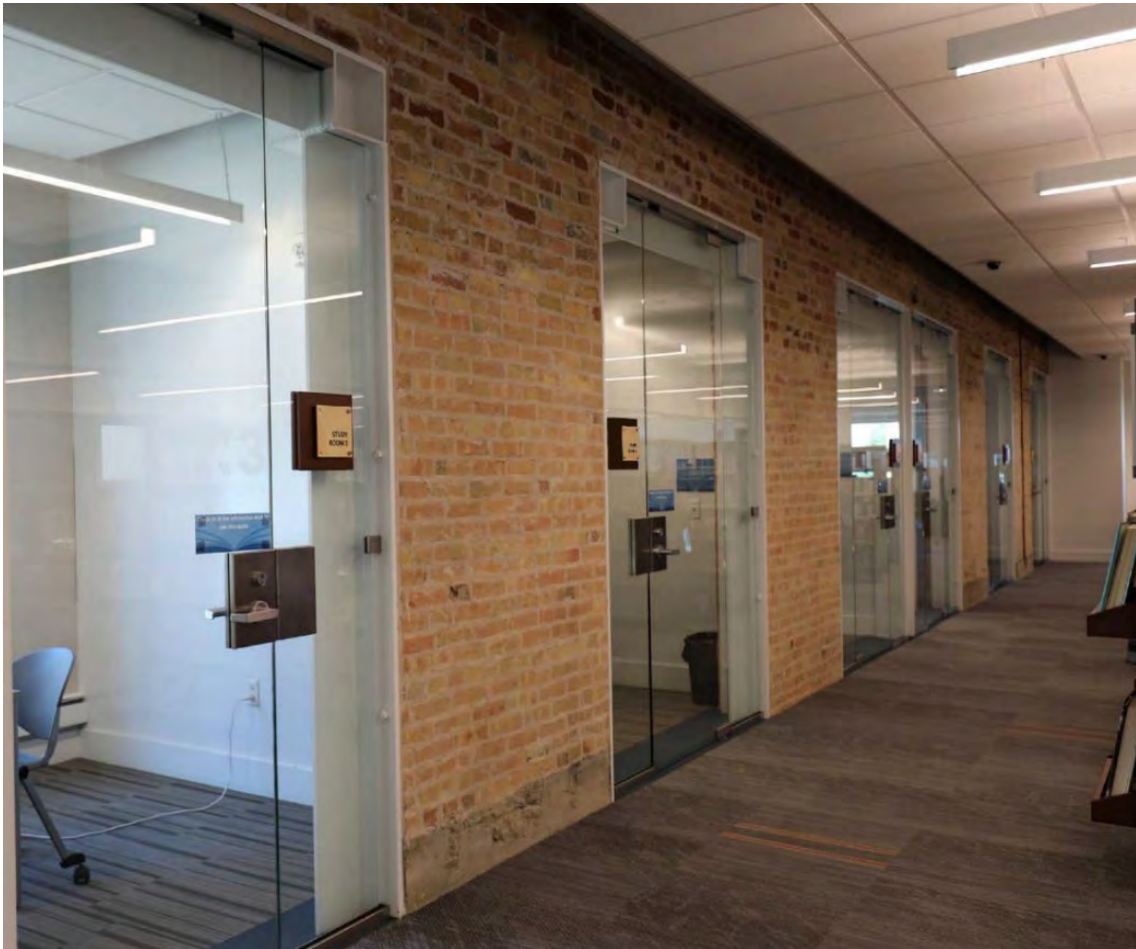


Park City Municipal Corporation (“PCMC” or “City”)

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

Landscape Art for Park City Library Study Rooms

Call for Artists: Park City’s Palette



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REQUEST FOR PROPOSALS (NON-BID)

PCMC is inviting proposals from qualified persons or firms (“Respondent”) to provide artwork for the study rooms at the Park City Library.

PROPOSALS DUE: By 5:00 p.m. on Friday, October 25, 2024

Submit proposals electronically via email to Stephanie Valdez, Project Contact, at stephanie.valdez@parkcity.org.

In the event of difficulty submitting proposals electronically, proposals can be dropped off at the office of the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted to the City Recorder must be delivered on a zip drive. No paper copies may be submitted.

RFP AVAILABLE: The RFP will be available on Friday, August 30, 2024, on the PCMC website. Any modifications to the RFP or responses to questions submitted will be added as an addendum 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@parkcity.org by 5:00 p.m. on Monday, October 14, 2024. 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 Thursday, October 10, 2024, at the Park City Library, Second level; 1255 Park Avenue, Park City UT 84060. RSVP is required by October 10, 2024 by 5PM. Attendance is strongly encouraged for all Respondents. Requests for reasonable accommodation at the pre-proposal meeting shall be made no later than 48 hours in advance to the Project Contact above. Accommodation may include alternative formats, interpreters, and other auxiliary aids.

PROJECT LOCATION: Park City Library, 1255 Park Ave, Park City, UT 84060

PROJECT DESCRIPTION (brief): The City seeks a Call for Artist for Park City Library’s eight study rooms. The theme of this project is “Park City’s Palette.”

PROJECT DEADLINE (if applicable): Tuesday, December 31, 2024

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Stephanie Valdez, Art Coordinator
stephanie.valdez@parkcity.org

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I. Introduction.

The City seeks to engage local artists and community members in transforming eight study rooms at the library into vibrant spaces that reflect the essence of Park City's palette. Each room will serve as a canvas for artistic expression, with a specific theme guiding the artwork.

II. Scope of Project.

The City invites artists to submit proposals for artwork that is specific to Park City landscapes. Artists may include, but are not limited to, the following themes, though the final selection is subject to change.

1. **Mountain Majesty Room**
2. **Nature Trails and Parks**
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6. **Cultural Heritage Room**
7. **Historic Main Street**
8. **Sunrise and Sunset Scenes**

Exhibit "D" – Images of Study Rooms and Proposed Wall displays the study rooms, which vary in dimensions:

Study Rooms One and Two: Approximately 12 feet wide.

Study Rooms Four through Seven: 8 feet wide.

Room Eight: 4 feet 8 inches wide.

Please note that the paintings must be original, can be no larger than 4x5 feet and must include framing. We are not asking artists to paint on the walls of the study rooms.

- III. Funding.** The total project maximum funds available are \$40,000; \$5,000 per painting.

IV. Contents of Proposal and Evaluation Criteria.

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- Exhibit “C” - Application Form, which requires you to describe your proposal for the project in 300 words. Explain how your design relates to the theme and scope of the project as outlined in this RFP.
- Artist Bio and Statement
- High-resolution image of the proposed painting.
- If selected, Original Art, size 4x5, and must be framed.

Artist Selection Criteria:

- Clarity of proposal and thoroughness of response (completeness of package).
- Alignment with the project’s stated theme, 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 designs.

The selection committee includes Public Art Advisory Board members. Other members of the committee may include the Executive Director of the Park City Summit County Art Council, Library staff, and the City Staff Liaison to the Public Art Advisory Board or their designee. Finalists may be invited to an interview with the selection committee. The Board will recommend eight final art selections for the project. Applications will be evaluated on the factors listed in Project Goals and Artist Selection Criteria. The selection committee’s recommendations and final selection of artists under this Call for Artists are conditioned upon and subject to approval by the City Council.

Each member of the selection committee shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the acceptable proposals. The evaluation criteria and basis for the award are attached as **Exhibit “A”** and incorporated herein.

General and Specialized Experience – (25%): (a) Respondent's ability, capacity, and skill to perform or provide the required services; (b) Respondent's demonstrated ability with respect to quality, availability, and adaptability of the supplies or contractual services; and (c) Respondent's organizational and

financial history.

Past Performance and Experience of Proposed Personnel - (25%);

Plan of Operation/Performance - (50%): (a) Quality of Respondent's operation/performance plan; and (b) Respondent's plan to contribute to City's defined goals.

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 which, in the committee's sole judgment, is best able to provide artwork for the Park City Library study rooms.

NOTE: Price may not be the sole deciding factor.

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. 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 the City's conflict of interest ordinance, Chapter 3.1 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 the City's conflict of interest ordinance, Chapter 3.1 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

- a. Monday, November 4, 2024: 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. By Friday, November 8, 2024: 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. By Thursday, December 5, 2024: Recommended Artists approved by City Council.
- d. By Friday, December 13, 2024: All contracts finalized.
- e. 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 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"** and incorporated herein.
- b. **ANY REQUEST FOR CHANGES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PCMC'S STANDARD AGREEMENT MUST BE SUBMITTED NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. ANY REQUESTED CHANGES TO PCMC'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS MAY BE APPROVED IN THE SOLE DISCRETION OF PCMC.**

A Respondent must be authorized to do business in Utah at the time of contract execution. If Respondent's address is within the 84060 zip code, a valid PCMC business license is required.

IX. General Provisions.

- a. No Representations or Warranty. 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. Cost of Developing Proposals. 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. Equal Opportunity. 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. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., will be retained as property of PCMC and will not be returned to the Respondent.
- e. Modification of RFP. 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. Financial Responsibility. 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. Local Businesses. 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 (if applicable)

Attachment 1 – Business Confidentiality Request Form

Exhibit "A"- Content of Proposal and Evaluation Criteria and Basis for Award

Exhibit "B" – Purchase and Sale Agreement For Artwork

Exhibit "C"- Application Form

Exhibit "D"- Images of Study Rooms and Proposed Wall

Attachment 1

REQUEST FOR PROTECTED STATUS

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

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.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary): _____

The 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).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____

Exhibit "A"
Content of Proposal and Evaluation Criteria and Basis for Award

**Request for Proposals
Artwork for Park City
Library Study Rooms**

**Section IV. Content of Proposal and
Evaluation Criteria and Basis for Award**

- A. Initially, a review of each proposal will be conducted by Special Events and Library staff to ensure compliance with the terms, conditions, and requirements of the RFP. Any proposals that fail to meet all the Minimum Qualifications listed in Section IV of the RFP may be deemed non-responsive.

Each selection committee member shall use the evaluation criteria and percentage weights below to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the acceptable proposals.

1. General and Specialized Experience – (25%)
 - a. Respondent's ability, capacity, and skill to perform or provide the required services, listed in Section IV of the RFP.
 - b. Respondent's demonstrated ability with respect to quality, availability, and adaptability of the supplies and contractual services.
 - c. Respondent's organizational and financial history.
2. Past Performance and Experience of Proposed Personnel - (25%)
 - a. Respondent's references and examples of past projects.
 - b. Respondent can achieve the timeline as noted in the RFP.
 - c. Respondent's Process and method to complete the project.
3. Plan of Operation/Performance - (50%)
 - a. Quality of Respondent's operation/performance plan.
 - b. Respondent's plan to contribute to City's defined goals, in particular environmental sustainability goals surrounding the project.

B. INTERVIEWS

The City reserves the right to conduct interviews with the highest-ranked Respondent(s). Interview requirements will be provided to those Respondent(s) selected for further consideration. Respondents are reminded that the selection committee shall look at the reasonableness of all aspects of the proposal and shall, in the selection committee's sole judgment, choose the Respondent with the best overall proposal.

Exhibit "B" – Purchase and Sale Agreement For Artwork

CONTRACT# _____

**PARK CITY MUNICIPAL CORPORATION
PURCHASE AND SALE AGREEMENT FOR ARTWORK**

THIS PURCHASE AND SALE AGREEMENT FOR ARTWORK (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and _____, an individual (“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 Five Thousand Dollars (\$5,000.00).

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 Five Thousand Dollars (\$5,000.00).

3. REPRESENTATIONS AND WARRANTIES:

Artist represents and warrants to the City that:

- A. Intellectual Property. Neither the Work, its components or any other element of the Work infringe or violate any copyright or other intellectual property right.
- B. Title. 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. Original Creation. 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. The 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. Ownership. 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. 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.
- 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. Independent Sale. 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. Notice. 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. **ENTIRE AGREEMENT.**

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.

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

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, 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 guardian if the **ARTIST** is under the age of eighteen (18):]

The Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement.

Parent/Guardian: _____

Address: _____

City/State/Zip: _____

Signature

EXHIBIT A
DESCRIPTION OF WORK:

Exhibit "C" - Application Form

1. Applicant Information:

Name(s): _____

Date: _____

Mailing Address:

City: _____ State: _____

Zip code: _____ Telephone: _____

Email: _____

Website: _____

2. Proposal: In 300 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 this proposal

3. Original Art: Artist/Team should submit one application and no more than one image as a single PDF. If an artist or artist team is submitting multiple entries, a separate application must be completed for each. All design and concept materials should be clearly labeled with the applicant's name and the title of the project.

4. Bio: Information and brief resume(s) on the Artist/Team. Send the application, proposal, and original art as a single PDF.

5. Release, Waiver and Terms: By submitting an application, Artist/Team agrees to the following terms and conditions: If artwork is chosen, Artist will receive payment of \$5,000 for the use of the submitted artwork. If artwork is not chosen, Artist (1) will not receive any compensation and (2) is solely responsible for making arrangements to retrieve the original artwork no later than the last week of July; after that date, the artwork becomes the property of the City and may be destroyed. The Artist/Team warrant and represent that they are the sole legal owner of all right, title and interest in all artwork, and if chosen, have the full right and authority to enter the Purchase and Sale Agreement for Artwork and grant the rights set forth therein.

The Artist/Team waives and releases the City and its officers, agents, and employees of, and from, any and all losses, damages, liability, or claims for damage to or destruction of the artwork while the artwork is in the City's custody. The Artist/Team understands and agrees that the City and its officers, agents, and employees are not responsible for reimbursement or replacement of lost, stolen, or damaged items

Proposals lacking the above-required information will not be considered.

Exhibit "D"- Images of Study Rooms and Proposed Wall

Exhibit "A"
Library Study Room Walls

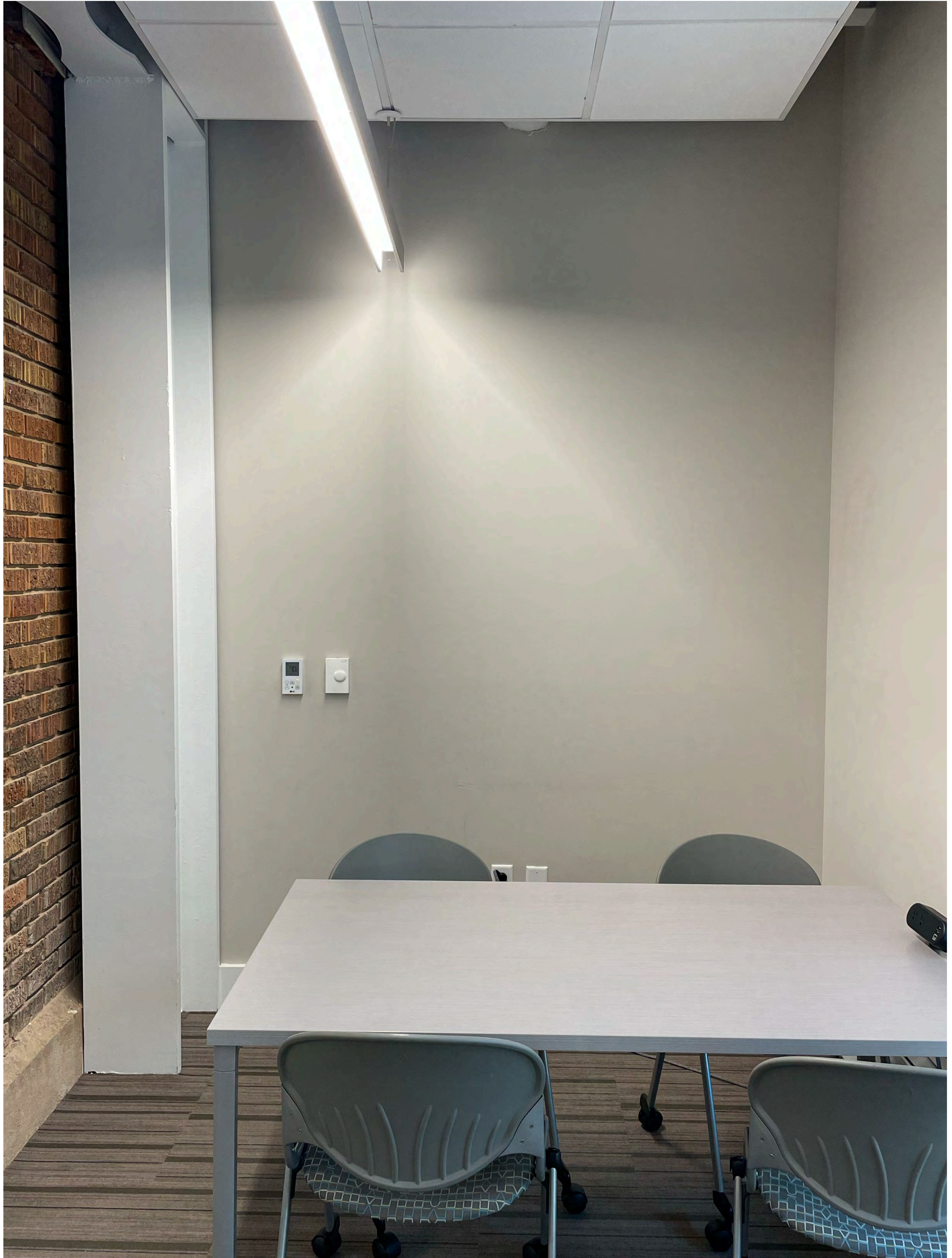
Study/Conference Room 1



Study/Conference Room 2



Study Room 3



Study Room 4



Study Room 5



Study Room 6



Study Room 7



Study Room 8



Library Study Room Questions

1) There are 8 themes on page 4 of the RFP. It says “the final selection is subject to change.” How should the artists be guided here – are these the final themes? Are artists encouraged to stick to one theme, or are hybrids encouraged?

No, the themes are not final. Each room has a theme, but they are subject to change, meaning one or more of the themes can be selected or recommended. Artists can submit their proposals based on these themes, which are essentially meant to serve as guides.

2) The RFP references “paintings” on page 4. What mediums is the library seeking? Oil paintings, drawings, multi-media?

There are no specific requirements regarding the medium. However, it's important to ensure that the chosen medium is clearly indicated in the proposal.

3) The RFP states submissions may be no larger than 4x5 feet on page 4. Is this the only guidance as to the size of the works the library is seeking? Page 5 says the “Original Art, size 4.5 and must be framed.”

Correct, submissions must be no larger than 4x5 to fit the space. Additionally, original artwork must be framed..

4) The RFP states the works “must include framing.” Is this a requirement for the Proposal email pdf or may they be framed later in consultation with the library as its framing preference?

For the submission, artists should provide a PDF of their proposed artwork. If selected, the artist(s) will be required to have their artwork framed and ready to be placed on the wall.

5) Is the frame considered in the maximum size of the work?

The frame should be included in the total size of the artwork.

6) Funding. Page 4 says \$5,000 per painting. Section 1 of the form contract says \$400. Exhibit “C” says \$5,000. Will all 8 winning entries receive \$5,000?

The RFP has been updated, and the compensation is set at \$5,000 for each artwork selected.

7) Proposal contents: should artists use Exhibit “C” as a form and then have a separate sheet with the 300 word essay?

Correct, Exhibit C, the application form, must be included along with a 300-word proposal description.

8) Proposal contents: should artists submit a resume as a separate sheet?

Artists must submit one single PDF of all required documents.

9) Proposal contents: one pdf image of the art (framed or unframed)?

Proposed artwork can be unframed.

10) Should the proposal be one pdf consisting of (i) a photograph of the work, (ii) the Exhibit C Application Form, (iii) the 300 word essay, (iv) the artist resume?

Refer to question eight.

11) Should all 4 elements of the proposal pdf have the name of the artist and “the title of the project”? Is the “title of the project” “Park City’s Palette” or the title of the artist’s work?

Proposals can be titled artist name with artwork title.

12) Evaluation criteria. Any guidance on these criteria? Is the 50% the work itself? Is the General and Specialized Experience (25%) the same as the 50% “Plan of Operation/Performance”? Should the “Past Performance and Experience (25%) be set forth in the bio/resume?

General and Specialized Experience is 25%, Past Performance is 25% and Plan of Operation/Performance is 50%. Those percentages have detailed criteria beneath that the selection committee will take into account, on page 5 of the RFP under Artist Selection Criteria, fourth bullet states Alignment with the Park City Public Art Board’s stated Mission and Vision.

13) Does the shape of the piece matter? Can it be a different shape than the usual square or rectangle. Also, can it be a series of small paintings?

The City is seeking singular rectangle shape, 4 feet by 5 feet.

14) Does the frame need to have glass even for a painting? Does it need to be gallery glass?

This is up to the artist and their artwork.

15) Should we include a tag on the back that states the title, medium and artist name. Should we include hanging wire as a part of the framing.

While this decision is up to the respondent, following best practices is generally recommended.

16) Are we able to amend the contract if there is something we are uncomfortable with?

You can amend the contract but understand that any amendments must be included in the proposal. There will also be a Acknowledgment Form that will need to be signed from the selected artist(s).

17) Do you accept two paintings for one room?

The size of the artwork that we are seeking is 4x5 and one singular piece.