

Scope of Work

The primary goal for the assessment is to assess and propose improvements to the condition of all artworks and artwork signage within the City's collection of public art. The assessment will itemize currently needed maintenance of the artwork and artwork signage and a phased plan to address these needs over the next ten (10) years. The selected conservator or firm will be responsible for:

A. Assessing

a) Conducting on-site examinations of approximately 14 artworks and related artwork signage

b) Documenting the current condition of each artwork, including detailed written reports that identify and locate specific issues (e.g. rust or oxidation, cracks or other broken elements, wear on the color or finish of the artwork, loss of definition of texture or other surface detail such as engraved text, superficial or structural damage, and any other issues that should be addressed according to the conservator's expertise and professional opinion) and high-resolution photographs that document these issues.

c) Identifying any immediate conservation needs or safety concerns and providing an overall condition rating of each public artwork and artwork signage according to urgency. Ratings should be organized on a scale of excellent – good – fair – poor – very poor, as well as a definition of each rating.

d) Identifying and assessing the condition of public art signage or labels that accompany each artwork.

B. Conservation Plan

a) Making recommendations on how each public artwork and signage should be addressed or remedied, including appropriate materials, techniques, and processes, as well as an estimate of the time and cost required to complete the conservation of each piece.

b) Create a phased conservation plan based on the artwork condition to address these issues over the next ten (10) years.

- c) Making recommendations on new technologies that support the permanence of the artwork.
- d) Making recommendations on a routine maintenance plan for each artwork to increase each artwork longevity.
- e) Making recommendations for an emergency preparedness plan for individual public artworks.

The final deliverables should also include a presentation of findings to the Public Art Commission and if required, to City officials.

Proposal Requirements

To be considered, the following items must be submitted by the date, time, and manner indicated in this RFP:

1. **Qualifications:** Company profile and qualifications, including resume(s) of staff or contractors who will assist with the project, that illustrate familiarity with publicly owned collections, proven experience in collection's assessments and appraisal, knowledge of conservation practices, and relevant certifications or academic qualifications; A list of three (3) projects of similar scope for public art conservation, assessment and maintenance projects.
2. **Statement of Work and Schedule:** Statement of proposed methodology, timeline for all elements outlined in section 2.2 Scope of Work, and the form of the expected final product.
3. **References:** At least three (3) client references for public art assessment and conservation work performed within the last ten (10) years.
4. **Price Proposal:** Detailed budget breakdown of all expected costs for all items described in Section 2.2. Scope of Work.

Proposal must be valid for at least 120 days following the deadline for submission.

5. **Required Forms/Additional Information:**

- a. Provide a statement that proposer, if awarded the contract, will provide a Certificate of Insurance in accordance with the City of Frederick Insurance requirements.
- b. Each proposer shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required to issue purchase orders and payments to the contractor. A copy of this form can be downloaded from <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- c. Additional information – Provide any additional information you wish to bring to the City's attention with respect to the proposer's qualifications.

Contractor Qualifications

Applicants must demonstrate:

- a) c) Knowledge of current conservation and appraisal standards, new technologies and best practices.
- b) A minimum of 10 years of experience in public art conservation, appraisal and maintenance.
- c) Having completed at least three (3) projects of similar or greater scope that involve knowledge of various public art materials.

Selection Criteria

Proposals will be evaluated by a Selection Committee comprised of City staff and members of the Public Art Commission who are subject matter experts related to the project. The Selection Committee, utilizing information submitted, information from calls to references, all other information known by the Selection Committee, and oral presentation/interviews if so desired, shall score the proposals and make a recommendation of award based on the following criteria and process:

Criteria	Points
1. Demonstrate that the project will assist the City in meeting its aspirational goals, along with the clear and transparent process for the City to verify compliance.	Mandatory Prerequisite
2. Demonstrate ability to minimize unit costs in price proposal.	10 Points
3. Demonstrate qualifications and experience of key personnel.	30 Points

4. Demonstrate quality of methodology and approach.	30 Points
5. Demonstrate scope and quality of previously completed projects, demonstrating experience and capability to provide conservation and maintenance of public art collections and client references.	30 Points
Total Points Possible	100 Points

If there is an exact tie, award will be made to the Contractor with the higher experience and qualifications score. Should there also be a tie in this score, then the Selection Committee would break the tie by taking the highest scoring proposal based on price.

After the above activity has occurred, a single firm will be identified that will be best able to provide the services to the City. The firm and the City will enter into a standard City professional services Agreement incorporating the terms and conditions of this RFP document and the response of the successful firm.

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the firm can propose.

ATTACHMENTS

N/A

TERMS & CONDITIONS

STANDARD

All purchases are subject to The City of Frederick Purchasing Policies. The City of Frederick will not be responsible for any goods delivered or services rendered unless covered by an official Purchase Order signed by the Purchasing Manager or designee. No change, modification, or revision shall be binding upon The City of Frederick unless made in writing by the Purchasing Manager or designee. Contractor shall not assign its obligation to perform hereunder in whole or in part without the prior written consent of the Purchasing Manager or designee.

Invoicing: invoices must be submitted to the Accounts Payable Department at 111 Airport Drive East, Frederick, MD 21701 or via email to invoices@cityoffrederickmd.gov.

Invoices must show the contractor's federal tax identification number or social security number, as appropriate, and purchase order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoice prepared in accordance with the terms of The City of Frederick purchase order, whichever date is later. Under no circumstances will interest be paid.

Incorporated by Reference: if the purchase order is the result of a written solicitation; the solicitation, response, and any contract or agreement are hereby incorporated by reference.

Mayor and Board Approval: Unless an emergency, prior approval by the Mayor and Board of Aldermen of The City of Frederick is required on all purchases of goods and services in excess of \$49,999.99.

Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure a contract, and that it has not paid, or agreed to pay, any person or entity a fee or any other consideration contingent on the making of a contract. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify and hold harmless The City of Frederick from all such claims, suits or demands.

Discrimination Prohibited: in the execution of the obligation and responsibilities hereunder, including but not limited to hiring or employment made possible by or in relation to a contract, the contractor shall not discriminate against persons on the basis of race, color, religion, sex, national origin, age, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, or any other legally protected group in employment or in the provisions of services.

Governing Law: Contracts shall be governed and construed in accordance with the law of the State of Maryland. Acceptance of a purchase order and fulfillment are prima facie evidence that the contractor is familiar with and accepts these terms and conditions and acknowledges that they supersede the contractor's terms and conditions. These terms and conditions are subject to change with or without notice to the contractor. It is the contractor's responsibility to review the terms and conditions with each order.

Funding: the failure of The City of Frederick to appropriate sufficient funds in any future fiscal year to provide funds for a contract shall entitle The City of Frederick to terminate a contract without prior notice to the contractor.

Material Safety Data: if the work to be performed under a contract requires the use or delivery of any product which contains ingredients that could be hazardous to a person's health; a safety data sheet (SDS) meeting current OSHA standards must be provided.

Termination for Convenience: In the event of termination, without cause, the contractor shall be paid for services rendered or goods delivered up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any

consequential, incidental, or special damages or any anticipatory profits that have not been earned up to the date of the termination. Payments to be provided on a lump sum basis shall be prorated by The City of Frederick based on the services rendered or the goods delivered up to the date of termination set forth in the written notice.

Termination for Default: The City of Frederick shall have the right to, upon the happening of any default, without providing notice (in addition to other available rights and remedies): 1) terminate the contract immediately, in whole or in part, or 2) suspend the contract and enforce all rights and remedies available to The City of Frederick, by suit or any other appropriate measure available, any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of a contract for default, The City of Frederick may pay the contractor for services rendered or goods delivered up to the date of termination set forth in the notice, less the amount of damages caused by the default, all as determined by The City of Frederick in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the City shall not be obligated to make any further disbursements hereunder.

Indemnification: The contractor shall indemnify and hold harmless The City of Frederick, its employees, agents and officials from any and all claims, suits, or demands, including attorney fees, which may be made against the City, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract by the contractor or anyone under contract with the contractor to perform duties under the contract. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the City. Any liability of the City will be limited to the cost of the contract.

Property Lost, Damaged, or Destroyed: Shipping is FOB Destination. Any deliveries to be provided by the contractor will remain at the contractor's risk until written acceptance by The City of Frederick; and the contractor will replace, at contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

DISCLAIMER

The City may accept or reject, in whole or in part, for any reason whatsoever any or all submissions; re-advertise this quote; postpone or cancel at any time this quote process when it is in the best interest of the City to do so. Submissions that are not received on time or do not conform to the City's requirements will not be considered. The City also reserves the right to contact a proposer for clarifications and may, at its sole discretion, allow a proposer to correct all formalities, informalities, and technicalities in the best interest of the City.

The issuance of this Request for Quote constitutes only a request to make submissions to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of a submission satisfies the criteria established in this Request. The selection shall be based on the Quote, which is in the sole opinion of the City, is in the best interest of the City.

The final approval and recommendation for award of this Quote shall be in accordance with the City Purchasing Policies.

Nothing in this Request for Quote or accompanying documents submitted will create any contractual relationship between the City and proposer.

The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this Request for Quote. All such costs shall be borne solely by each proposer.

The submission of a quote shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Request for Quote.

EXAMINATION OF DRAWINGS, CONTRACT DOCUMENTS AND PROJECT SITE

Proposers shall thoroughly examine all drawings, documents or other materials referred to herein and conduct investigations and site visits to completely understand the scope of project, project site conditions, and all other conditions relative to compliance with the Agreement. No plea of ignorance by the Consultant of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Consultant to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this RFP and the Agreement will be accepted as a basis for varying the requirements of the City or the compensation of the selected Consultant(s).

COST OF PREPARATION OF QUOTE

The City will not be responsible for any cost incurred by any Consultant in the preparation of their quote.

PROPRIETARY INFORMATION

It shall be the proposer's responsibility to duly note on their submittal if any information in their submitted quote contains proprietary information and the context under which same should be handled by reviewers. Proposers shall not mark sections of their quote as proprietary or confidential if they are to be part of the award of the Contract/Agreement and are of a "material" nature (i.e., prices). Material information may be required to be released in accordance with the Public Information Act.

SMALL BUSINESS RESERVE PROGRAM

Procurement in professional services or other services valued more than \$10,000 are available for bid and award only to certified Small Business Enterprises ("SBEs"). Procurement contracts for vehicle, industrial equipment and machinery, chemical, or software purchases are exempt from the Small Business Reserve program if it is determined by the Manager of Equity and Inclusion, in consultation with the Purchasing Manager and the Director of Budget

and Purchasing, to (a) be in the best interest of the City and (b) the results of our due diligence process will not lead to available or responsive SBEs.

The Manager of Equity and Inclusion or the Purchasing Manager, in consultation with the Director of Budget and Purchasing, may designate additional procurement contracts otherwise reserved for SBEs to be exempt from this program. The exemption decision for a particular contract is discretionary on the part of the Manager of Equity and Inclusion or the Purchasing Manager and should be applied only where there is not a reasonable expectation that there will be at least three (3) responsible and responsive bids by certified SBEs or that the award will be made at a fair market price/value. Exemption may also be applied when the use of an SBE for a procurement contract would create an undue fiscal burden on the city and is necessary to maintain the health and safety of residents in a timely fashion.

The intention of this Small Business Reserve policy is to increase opportunities for SBEs to perform as prime contractors on City projects/contracts, growing capacity and gaining valuable experience. Accordingly, to obtain a small business reserve program contract, the bidding SBE must self-perform a significant percentage of the contracted work (a minimum of 50 percent), limiting its ability to subcontract the work.

LOCAL PREFERENCE POLICY

1. Preferences

- a. In general, subject to the exemptions set forth below, in evaluating any competitive solicitation in accordance with these Purchasing Policies, the City will grant a preference in relation to the proposed quoted cost amount as further described herein. The preference is only used for computational purposes to determine the winning quote and has no bearing on the actual purchase price or cost to the City.
- b. City Businesses - The preference given to City Businesses is 10 percent of the lowest quote, not to exceed \$100,000.

2. The City will not grant any preference in connection with any of the following:

- a. A purchase for which a local preference is prohibited by State or Federal law;
- b. A purchase funded, in whole or in part, by a Federal or State grant, if the preference would conflict with any condition attached to the grant;
- c. A purchase funded, in whole or in part, by a donation or gift to the City, if the preference would conflict with any special condition attached to the donation or gift;
- d. An emergency purchase, as set forth in Section V (P) of the Purchasing Policies;

- e. The transfer or disposition of any surplus, obsolete, or waste article pursuant to Section VII (D) of these Purchasing Policies and Procedures; or
- f. The transfer or disposition of any real property owned by the City.

This “Local Preference” policy supersedes any other provision within the Purchasing Policies to the extent of any inconsistency.

MWBE POLICY

The City of Frederick recognizes the importance and responsibility of awarding contracts to those businesses socially and/or economically disadvantaged and it is the policy of the City to utilize Minority and Women Owned Business Enterprises in all aspects of contracting.

The City of Frederick strongly encourages utilization of MWBEs in all aspects of City contacting and public private partnership agreements, requires bidders to operate in good faith in seeking to subcontract a portion of prime contracts to MWBE small businesses, and sets Annual Aspirational Goals for MWBE participation. Accordingly, all proposers must agree to seek meaningful subconsultant opportunities with MWBE firms and to provide the City with a completed MWBE Participation Form with its quote.

The City's requirement for a written plan for including MWBE firms, including but not limited to the above forms, constitute a material part of the contract. A proposer's inclusion plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include MWBE firms for subcontracting work. Failure to demonstrate meaningful efforts will render the quote nonresponsive.

The City reserves the right to improve the proposer's written plan before contract execution through negotiation and cooperation. Proposers should thus use selection methods and strategies sufficiently effective for successful MWBE participation.

At the City's request, proposers must furnish evidence of inclusion efforts/achievement such as copies of agreements with MWBE subconsultants either before contract execution or during contract performance. The winning proposer must request written approval from the Purchasing Department for any changes to the inclusion plan once it is agreed upon. This includes changes to goals, subconsultant awards, and outreach efforts.

CONTRACT PROCEDURE

The scope of work may be finalized as part of a final agreement. Once the Agreement is approved, the City will issue a notice to proceed and will provide the Consultant with access to any additional records, plans, information, files, etc. which relate to the scope of work. No change from the agreed upon scope of work will occur without written authorization from the assigned City of Frederick Project Manager.

LEGAL REQUIREMENTS

Federal, State, County and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.

LAWS, PERMITS AND REGULATIONS

The proposer shall obtain all licenses, permits and inspection required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. All City fees are waived. All other non-city agency fees will be paid by the City.

PATENTS AND ROYALTIES

The Proposer, without exception, shall indemnify and save harmless The City of Frederick and its employees from liability of any nature or kind, including cost and expense for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by The City of Frederick.

If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the quote prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

SAFETY AND HEALTH REQUIREMENTS

The Consultant warrants that the product supplied to The City of Frederick shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the consultant responsible for same.

Consultant agrees to comply with all Federal and State regulations pertaining to employee safety and health (MOSHA, OSHA, DOT, etc.).

PROPERTY

Property owned by The City of Frederick is the responsibility of The City of Frederick. Such property furnished to a Consultant for repair, modification, study, etc., shall remain the property of The City of Frederick. Damages to such property occurring while in the possession of the Consultant shall be the responsibility of the Consultant. Damages occurring to such property while in route to The City of Frederick shall be the responsibility of the Consultant. In the event such property is destroyed or declared a total loss, the Consultant shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

LIABILITY, INSURANCE, LICENSES AND PERMITS

When Consultants are required to enter or go onto City of Frederick property to deliver materials or perform work or service as a result of a quote award, the Consultant will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Frederick County and City of Frederick building requirements and State of Maryland Building Code.

The Consultant, Contractor, and any subcontractors must be licensed to do business in the State of Maryland. The Consultant shall be liable for any damages or loss to the City occasioned by negligence of the Consultant (or agent) or any person the Consultant has designated in the completion of the contract as a result of their quote.