

REQUEST FOR PROPOSAL

Public Art

Phase 1 – Qualifications

Phase 2 – Project Development

SALT LAKE COUNTY



Draper Recreation Center

657 Vestry Road Draper, Utah



RFP# PAR46211

Date of Issue: February 23, 2018



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**SALT LAKE COUNTY DRAPER RECREATION CENTER
PUBLIC ART
REQUEST FOR PROPOSAL
RFP#PAR46211**

I. INTRODUCTION

Letter of interest and qualifications are requested from artists (Artist or Artist Teams), both local and national, who are interested in participating in an open competition for a work of public art for the new Draper Recreation Center project located in Draper, Utah. Up to \$156,000.00 has been designated for art obtained through this process. At a date to be determined, up to five finalists will be asked to make individual presentations of their work and their approach to the Selection Committee. Travel and hotel will be reimbursed to the selected finalists. No specific art proposals will be requested or considered at this point.

II. PURPOSE

The County plans to contract with an Artist or Artist Team to create a unique artwork that will be installed at the new Draper Recreation Center located at 657 Vestry Road Draper, UT. The project site has been identified, as the exterior entrance plaza with the option of extending into the interior entrance (Exhibit B).

GOALS

The artwork selected for this project should address one or more of the following goals:

- ☐ Be interactive allowing the opportunity for children to climb, play and explore
- ☐ Contain the materials and form that visually depict; the nearby Wasatch Mountain Canyons natural environment, recreational environment and sustainability.
- ☐ Reflect the spirit of recreation
- ☐ Integrate with the Architects landscape design
- ☐ Fit the scale of the identified project site (Exhibit B)
- ☐ Be aesthetically compatible with the buildings architecture
- ☐ Be a sustainable work of art
- ☐ The work must be able to hold up and be easily maintained in a public setting

It is the intent of the County to enter into a contract with an Artist or Artist Team for this site to assure the project requirements are met, to assure the best value for the project, to assure the project budget is not exceeded, to expedite the project to completion and to encourage a unified approach by all members of the project team.

III. BACKGROUND

Draper Recreation Center is currently being designed to be a new LEED® certified approximately 38,760 square-foot recreation center located in Draper City, adjacent to the South Mountain outdoor pool. The site is located at the base of Corner Canyon which offers 1,000 plus acres of protected open space and hiking trails.

The facility is planned to house a competition lap pool with spectator seating, leisure pool with water slide and play amenities, two party rooms, drop-in child care space, dance/multi-use room, fitness area, locker rooms and administration offices. The design will link the new facility to the existing outdoor pool and accommodate a future gymnasium or field house.

Draper City is a rapidly growing community located in the Southeast quadrant of Salt Lake County. The current population is over 42,000 people and has been experiencing growth of approximately 6.5% per year for the last ten years. This rate of growth is expected to be maintained for the foreseeable future.

Salt Lake County Parks and Recreation was formed in 1946 as a result of civic-minded citizens who wanted to coordinate recreation activities throughout the County. The mission of Salt Lake County Parks and Recreation is to develop park space, trails infrastructure, and manage the rapid growth of recreation programs for the benefit of county residents. Over the past 70 years, the division has grown in size and scope, now managing and maintaining 104 parks, 6 golf courses, over 20 recreation facilities, as well as trails and open space — staying true to our mission of "Improving Lives Through People, Parks and Play."

IV. SCOPE OF WORK

One major public art site has been identified at the new Draper Recreation Center. **Exhibit B** of this document includes a detailed drawing of the site.

V. SELECTION PROCESS

The Selection Committee, an advisory board comprised of community members, representatives from the Salt Lake County Parks & Recreation Division, architects and arts professionals will review all submissions and make the final recommendation to the Salt Lake County Mayor.

The selection process is designed in two phases. During the first phase, Artists are required to submit a letter of interest including a brief written statement about how they would approach the project, up to 10 images of relevant work, and biographical information. (See Section IX for more detailed description of submissions materials.) Artists in a team should each prepare separate applications and submit them as a package. The Selection Committee will then

review the materials and, based on the scoring criteria listed in Section XIII, select up to five finalists to advance to the second phase of the selection process. The second phase finalists will be invited, with expense compensation, to travel to Salt Lake City to meet with the Selection Committee. The finalists will have an opportunity to ask more detailed questions of the committee and will be asked their initial observations and response to the site. Finalists will have the opportunity to present additional materials such as slides or CD images that reinforce and illustrate their particular approach. Finalists are not expected to bring specific project plans at this time.

During the interview the Selection Committee will assess each Artist on his or her ability and qualifications as illustrated in previous artworks of similar scale and scope; their written project statement about how they would approach the project and why they feel their work or approach is best suited for the site. The Artists selected as finalists will be evaluated and scored using the criteria listed in Section XIII.

Optional Phase: Those Artists being considered for commissions may be asked to prepare a detailed drawing and/or maquette to reflect their concept of art at the site. A stipend would be paid to each of those Artists developing such a drawing or maquette. This stipend would be deducted from the total commission costs from the Artist or Artist Team awarded a commission.

VI. TASKS TO BE COMPLETED

Once awarded a contract for public art, the Artist or Artist Team would be expected to interact with the design team and community members, and engage in a dialogue in which concepts can be presented in sketch form and can go through a normal and productive design-development cycle. It is expected that this approach will lead to public artwork far more integrated and sensitive to the site and the client as the process allows for exploration, invention, discovery, and a real interaction between Artist and client.

1. Meet with the Design Team.
2. Prepare and submit detailed working drawings of the artwork and its site at the project.
3. Prepare and submit proposed time line for Artist's services, including fabrication, transportation, and installation of artwork.
4. Provide insurance requirements as listed in Attachment E - sample agreement.
5. Prepare artwork in accordance with approved design.
6. Document the fabrication and installation of the work.
7. Provide Engineering Reports as necessary for the artwork.
8. Transport artwork to site.
9. Install Artwork at site.
10. Provide maintenance instructions as necessary and information regarding the work and its creation.
11. Be available for opening or exhibition ceremonies or events.

VII. COSTS/FEES

Up to \$156,000 has been dedicated to the Artist or Artist Team for this public art commissioned project. These funds are intended to cover all costs associated with the Artists' participation, the public art commissions, travel and all related expenses.

Upon selection of Artist or Artist Team, a contract between the Artist or Artist Team and Salt Lake County will be required.

It should be noted that the Artists' fees awarded for the selected projects will be allocated to cover all design fees, architectural and engineering design work, related insurance, equipment, fabrication, materials, transportation and installation of artwork(s).

Salt Lake County reserves the right to select none of the applications submitted.

VIII. SUBMISSION REQUIREMENTS

Two copies of your written material and one copy of your slides/digital images in a sealed envelope as directed in Section IX Deadline for Proposal Submission

First Phase

- **APPLICATION – Exhibit A**
- **TWO-PAGE LETTER OF INTEREST** -- that explains why the Artist is interested in the project, how the Artist's work is appropriate for the project, and relevant past experience. If submitting as a team, the letter should include a description of how the team works together and clearly explain any collaborative work experiences. Clearly indicate how you might approach the site.
- **TWO-PAGE ARTIST'S RESUME** -- for team applications please include resumes for all team members (again not to exceed 2 pages per resume).
- **UP TO TEN 35MM SLIDES OR DIGITAL IMAGES OF RELEVANT PAST WORK.**
 - Each slide must be labeled with the slide number referenced on application, Artist's name, title, location (for public art), size of work, date, and front and top of slide. Slides must be submitted in a plastic slide sheet.
 - Digital images must be submitted on a CD. Each image must be saved in JPEG format and cannot be larger than 1MB. Images must be listed on the CD with the slide number referenced on application.

Artists are encouraged to submit images of past work that best illustrates their qualifications for this opportunity. A slide identification sheet must accompany documentation or use the application form provided (see Exhibit A).

- **A SELF-ADDRESSED, STAMPED ENVELOPE IF APPLICABLE** – with sufficient postage for return of slides only. Salt Lake County will make every effort to

protect submitted materials; however, Salt Lake County does not assume responsibility for damage or loss to any submitted material.

Written application materials will be photocopied for the selection committee. Please do not staple or bind application materials. Please submit written materials on plain white 8 ½ x 11" paper.

Second Phase

☐ **INTERVIEW WITH THE PUBLIC ART SELECTION COMMITTEE**

Finalists will be compensated up to \$1,000 to assist with the costs associated with travel for an interview with the selection committee. Receipts will be required for travel expenses. Finalists will be asked to submit at least 3 references.

IX. DEADLINE FOR PROPOSAL SUBMISSION

Your sealed proposal must be logged and stamped received before 2:00 PM on Thursday, April 12, 2018 at Contracts & Procurement, 2001 South State Street, Room N-4600, Salt Lake City, Utah 84190-3100. **No proposals will be accepted after the closing date and time.**

X. QUESTION SUBMISSION

Questions may be submitted through Utah Public Procurement Place, SciQuest (UPPP) <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah> or to tyoung@slco.org until the deadline for questions submission which is April 4, 2018 before 2:00 pm. UPPP will then e-mail the answer to all Proposers that have expressed an interest in the RFP. **Do not contact County officers or employees, or selection committee members.**

XI. TERM OF AGREEMENT

It is the intent of the County to enter into a contract with the selected Artist or Artist Team through completion of the installation.

It is the goal of this project to have the artwork installed by October, 2019. Artists will be responsible for the maintenance of the work for one year after installation.

XII. TENTATIVE SCHEDULE FOR THE RFP PROCESS

<u>Activity</u>	<u>Date</u>
RFP Issued	Feb 23, 2018
Question Submission Deadline	April 4, 2018
Phase I - Qualifications Proposal Due	April 12, 2018
Committee Meeting to Review Qualifications	April 25, 2018
Notification of Preliminary Review Decisions	April 26, 2018
Finalists' Interview with Selection Committee	May 21, 2018
Anticipated Notice to Proceed:	June, 2018
Artwork Installation	October, 2019

Salt Lake County reserves the right to modify this schedule at its discretion.

XIII. EVALUATION CRITERIA

The proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing a point system listed below. Committee Members individually score the proposals and rank them 1st, 2nd, 3rd, etc. according to their total score. The following point system is utilized:

Excellent (5): If the proposal offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP, and is very innovative; a score of "5" is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion; a score of "4" is given.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met; a score of "3" is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success; a score of "1-2" is given.

Unacceptable: If the approach completely fails the requirements; a score of "0" is given.

Proposals (Letter of Interest and Qualifications) will be evaluated, scored, and ranked on the following criteria:

%	CRITERIA
30	QUALITY: Quality and strength of past work as demonstrated in the submitted application materials
25	GOALS: Ability to create artwork appropriate in concepts, materials form and scale for the recreation center.

30	EXPERIENCE: Experience with projects of a comparable scope. Demonstrated experience to be flexible and creative in approaching different sites. Demonstrated experience in working with the design team and capacity to evolve a significant and well-integrated solution.
10	TIME COMMITMENT: Availability to start design work
5	BUDGET: Willingness to create a piece of art within the \$156,000 budget
100	TOTAL

A. Preference System

Salt Lake County may adjust scoring pursuant to its Preference System established by ordinance and policy. Please refer to the preference system attachment and include the preference information in the pricing proposal if requesting.

B. Interview, Demonstration, and Site Visit

The Selection Committee may invite Proposers for an interview, demonstration, or conduct a site visit. The purpose is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview, demonstration, or site visit.

C. Recommended Award

After the Selection Committee has completed their evaluation process, the Selection Committee will then present a recommendation for award to the proper signing authority for authorization to negotiate a contract with the top-ranked Proposer.

D. Debrief Meetings

Debrief meetings with the selection committee members will not be allowed, however, a Proposer may discuss the RFP process with the chair/facilitator of the committee at any time.

XIV. WRITTEN AGREEMENT REQUIRED

The selected Proposer must agree to all requirements in the RFP scope of work. The selected Proposer must also be willing to enter into a written agreement with County and agree to all the terms set forth in the Example Agreement, attached to this RFP.

If you wish to request alterations the RFP, including any of the terms of the example RFP Agreement, or any of the exhibits, attachments, or addenda, *the alterations must be specifically identified in your proposal* with reasonable alternatives presented. Any such exceptions must be submitted in a separate sealed envelope, and clearly marked as “Requested Alterations.” Only those alterations so specified will be available for discussion or negotiation. Proposer

understands that deviations from the Example Agreement are made at the County's sole discretion.

Proposers are advised that the County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken on by the Proposer prior to full execution of a written agreement is done at the Proposer's sole risk.

XV. NOTICE TO PROPOSERS

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

- A. Government Records Access and Management Act (GRAMA):
County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFP as Attachment B. **All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.**
- B. Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.
If the proposal contains materials whose copyright or trademark is held by a third party, it is the Proposer's sole responsibility to obtain permission from that third party for the County to reproduce and publish the information.
By submitting its proposal, the Proposer certifies that it owns or it has obtained all necessary approvals for the reproduction or distribution of the contents of the proposal and agrees to indemnify, protect, save and hold the County, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the proposal and agrees to

pay all legal fees incurred by the County in the defense of any such action.

- C. Restrictions On Communications: From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer overseeing this procurement. Failure to comply with this requirement may result in disqualification.
- D. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
- E. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in County's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- F. Costs: Proposers bears all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.
- G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected Proposer. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov.
- H. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposer submitting a proposal based on any information other than that contained in County's RFP and any addenda, do so at their own risk.
- I. Receiving Proposals: Contracts and Procurement will administer receipt and opening of all proposals. Proposals will be held, unopened, by Contracts and Procurement in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to County request, Contracts and Procurement, in coordination with the agency requesting the project, may recommend entering into a contract to the single Proposer if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals.

- J. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time must be made in writing to the County.
- K. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP will be considered non-responsive and may be rejected in whole or in part.
- L. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document must be submitted in writing prior to the RFP closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on UPPP. A protestor may file only one (1) protest after the RFP closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- M. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.
- N. Ethical Standards: Proposer represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.
- O. Campaign Contributions: The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Proposers to County candidates. Salt Lake County Code of Ordinances § 2.72A. Proposer acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Proposer further acknowledges that violation of those provisions governing campaign contributions may result in

criminal sanctions as well as termination of this Agreement.

- P. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Contracts and Procurement at 385.468.0306. TTY users may call 711.
- Q. Environmentally Responsible Procurement Practices: In compliance with Executive Order #2013-4, County has implemented environmentally responsible procurement practices. Please refer to Attachment D.
- R. Notice to Retirees of Utah Retirement Systems ("URS")
County is a URS "participating employer." Entering into an agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Proposer is required to notify County immediately if a retiree of URS is the Proposer; or an owner, operator, or principal of the Proposer. Proposer may refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.
- S. Employee Status Verification System
Proposer shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to comply with this requirement may result in the immediate termination of its contract with County.

XVI. INSURANCE REQUIREMENTS

Insurance will be required per the amounts listed below. Please refer to the attached example agreement for information concerning insurance requirements.

A. Workers' compensation and employer's liability insurance as required by the State of Utah.

B. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

C. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

D. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

E. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

XVII. SUBMISSION CHECK LIST

	Application Form – Exhibit A (two copies)
	Application Letter – 2 page maximum (two copies)
	Slides (correctly labeled) with identification sheet (or included on Application Form) (one set)
	Resume (2 pages maximum) per team member (two copies)
	Have you clearly identified the sites you are interested in?
	Self-addressed and stamped return envelope (to return slides)

Exhibit A

Request For Applications: Draper Recreation Center Public Art

Please complete this application form and attach to submission materials.

Name (for collaborative projects, please fill out one form for each Artist involved)

Mailing Address

City

State

Zip Code

Daytime Phone

Evening Phone

E-mail address

I am willing to enter into an agreement with Salt Lake County per the attached terms and conditions: _____

Signature

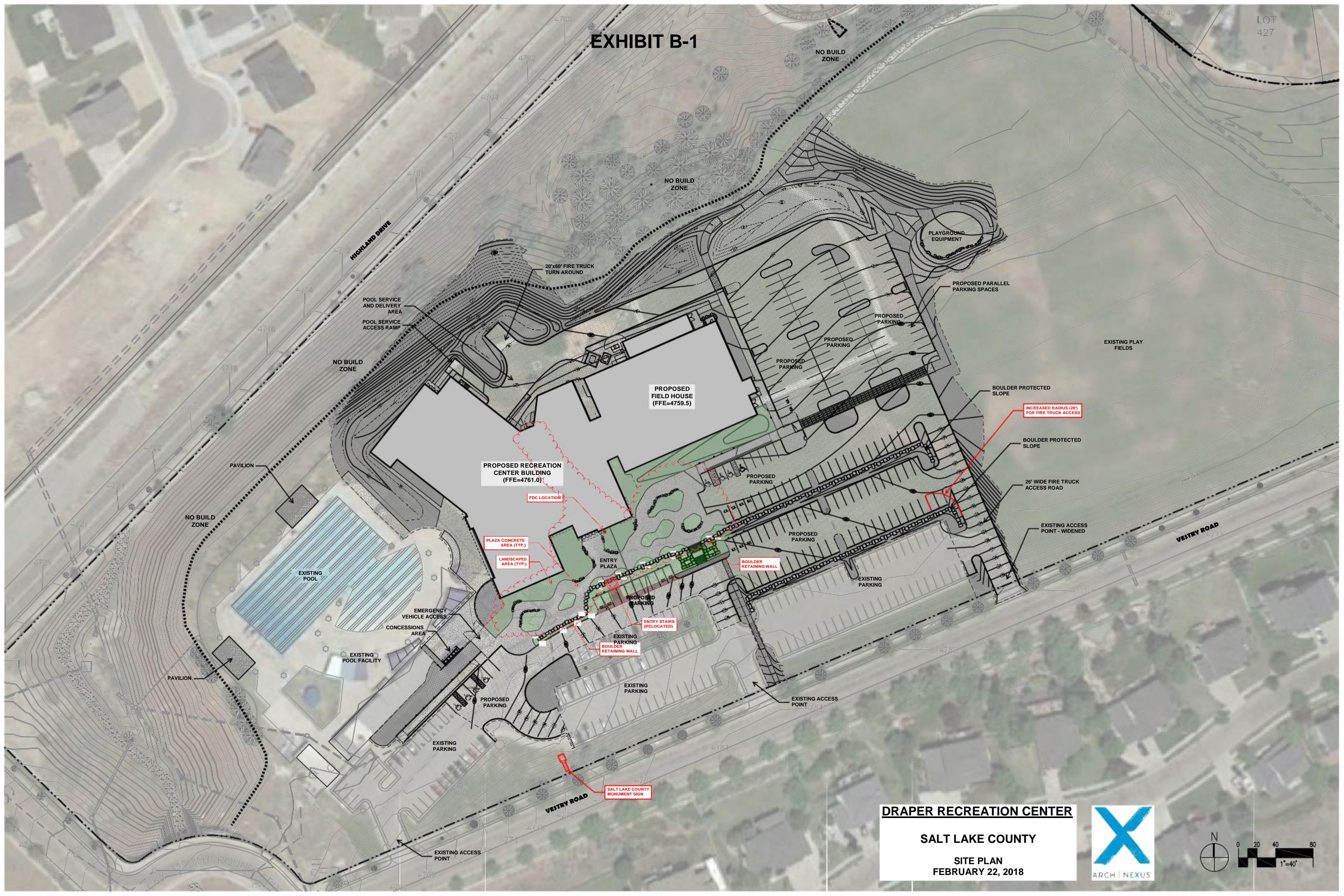
Please complete SLIDE LISTING below, corresponding to slides submitted:

No.#	TITLE	Date Completed	Dimensions	Medium	Current Location
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This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

EXHIBIT B-1

LOT
427



DRAPER RECREATION CENTER

SALT LAKE COUNTY

**SITE PLAN
FEBRUARY 22, 2018**



EXHIBIT B-2



EXHIBIT B - 3



