



**REQUEST FOR QUALIFICATIONS
BUS SHELTER PUBLIC ART PROJECT**

Date: December 31, 2019

Submittal Deadline: Sunday, January 26, 2020, 11:59pm

The Town of Superior, Colorado and the Superior Cultural Arts and Public Spaces (CAPS) Advisory Committee are seeking artists interested in transforming bus shelters with unique works of art inspired by the history of the Town. The selected artist will receive a design fee for conceptualizing and designing the artworks with input and approval from the CAPS Advisory Committee. The Superior Historical Commission will collaborate to provide historic information and resources.

Public Art Project in Brief

The CAPS Advisory Committee envisions a series of artworks that will bring the bus shelters to life by telling stories of Superior's historical moments and figures. The Committee encourages the use of photos, maps and other historical references, as well as original designs, that present a robust and factual story. The following is a preliminary list of topics under consideration: Superior Industrial Mine camp, Original Town layout and structures, Native American History, Railroad and the Kite Route, Josephine Roche, History of Rock Creek Ranch and school children then and now.

The images will be printed on vinyl and installed by a local vendor. The artist will be responsible for producing an original artwork or graphic design that will be finalized in the digital format required by the vendor for printing. The technical details are to be determined with the selected artist.

Contact

Deana Miller, Cultural Arts and Events Supervisor, deanam@superiorcolorado.gov. **Please no phone calls.**

Artist Eligibility

All applicants must be U.S. citizens or permanent U.S. residents, residents of Colorado and at least 18 years of age. Graphic designers and other visual artists are eligible to apply. Preference will be given to artists with experience designing similar projects.

Questions

Questions about the Request for Qualifications may be submitted by email to Deana Miller at deanam@superiorcolorado.gov and must be received no later than Wednesday, January 22, 12:00 p.m. Responses to questions will be distributed as an Addendum to the RFP on the Town website and on the Rocky Mountain E-Purchasing website, www.bidnetdirect.com.

Amendments to this Request for Proposal

The Town of Superior reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted on the Town website as soon as available and shall be the responsibility of the offeror to obtain



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all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Selection Process

The letter of interest, artist qualifications and past experience information will be used to select a qualified artist(s) to perform the services. The Town reserves the right to reject any and all proposals. The successful consultant will execute a Professional Services Agreement, Exhibit C, with the Town.

Application Deadline

Applications will only be accepted through Dropbox. Please submit a complete Application Packet (see required contents below) by uploading the packet to a Dropbox folder and sharing the link with Town staff (see required contact info below). The deadline for submittals is: **SUNDAY, JANUARY 26 AT 11:59 PM**. Late applications will not be considered.

Timeline

Jan. 26, 11:59 PM	Submittal deadline
Week of Jan. 27	Review of applications and semi-finalists notified
Week of Feb. 24	Oral presentation by semi-finalists at Town Hall
Feb. 27	CAPS Committee review of selected proposal(s)
March	Execution of Professional Services Agreement (attached Exhibit C)
May 1	Deadline for submittal of design file to Town staff
May 30-June 15	Installation by local vendor

Project Budget

Semi-finalists may be invited to design proposals and will be offered a \$250 design stipend. The budget for this project is \$8,500 for up to six bus shelters. The final artist(s) selected will be offered a project fee of \$1,400 per design. The project fee must include, without limitation artist fees, taxes, insurance, materials, tools, travel, software, expense contingency and any other associated costs.

Design Requirements

The artwork must meet the following criteria:

- + There are approximately six bus shelters to be included in the project. Individual artists may be selected for a minimum of one and a maximum of all six bus shelters. The design must fit within the size of the bus shelter window panels (see Exhibit B) and will be interrupted by a metal seam between panels.



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- + The chosen artist(s) will work with CAPS on the selection of the images to be used and will have artistic license over the design attributes of the story woven by the images.
- + If original images are used in the design, the copyrights to the images will be retained by the owners of each image and the Town will negotiate with the owner a limited copyright use for the selected artists to promote their work and the project.
- + The primary audience is pedestrians and bus riders.
- + The artwork should be scaled for the attention of approaching drivers, but should not be so detailed that it distracts drivers causing a disorienting situation or cause a distraction for drivers.
- + The artwork must be suitable for public viewing by all ages.

Submission Requirements

1. A submission packet as one PDF must include the following:
 - a. Completed Submission Form (attached Exhibit A) as the first page of your application packet.
 - b. A letter of interest that includes the following details:
 - + List of prior past experience that indicates your ability to successfully complete the project.
 - + A description of your design process.
 - + Your preferred design software.
 - + A list of the design files you are able to produce from which the vinyl printing vendor choose among.
 - + Your proposed hourly rate.
 - c. A resume no longer than 2 pages.
 - d. Image list, see item 2 below. The image list must include the title of the jpeg image, and information about the depicted image: sizes and mediums for all works—and if a public installation, include its location.
2. The submission packet should be accompanied by six (6) individual jpeg images no larger than 2MB each depicting past work that indicates ability to successfully complete the project. Images should represent the artist's style, format, medium or breadth of work. Title each jpeg with the artist's last name and image number to correspond with the image list above in 1d.

Submittal Instructions

Include all the items in number 1 above in a single, combined PDF and upload it with the individual jpegs to a Dropbox folder. Email the link to the folder to: Deana Miller, Cultural Arts



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and Events Supervisor, deanam@superiorcolorado.gov **DUE SUNDAY, JANUARY 26, 11:59PM.**
Please no phone calls.

Selection Process

This is a three-step selection process:

STEP 1: Superior is issuing a Request for Qualifications **DUE SUNDAY, JANUARY 26, 11:59PM.** See Submission Requirements above.

STEP 2: The CAPS Advisory Committee may choose any number of semi-finalists who will be compensated \$250 each to submit and present their design concept in person to the Committee.

STEP 3: The CAPS Committee will choose between one and six finalists and submit the proposal to the Town for review and approval. The selected artist(s) will execute a Design Agreement to finalize the pricing, design, logistics and schedule.

Selection Criteria

- + Artists with experience with similar projects are preferred.
- + Proposed artwork exhibits artistic merit, quality and innovative design.
- + Proposed artwork is appropriate to the site in size and materials.
- + Proposed artwork meets all requirements of this Call for Entries.

About Superior

For more information, visit www.superiorcolorado.gov or www.shapesuperior.com.

The Town is strategically located in southeast Boulder County, which positions it as “The Gateway to Boulder Valley®”, and provides for opportunities to live, work and play through a diverse mix of businesses, residential neighborhoods and convenient regional recreational possibilities. The Town has a rich agricultural and mining history with early inhabitants of the Town dating back to the late 1800s. The Town reportedly was named after the “superior” quality of the coal found in the area.

Superior is also a growing, vibrant and progressive community focused on the future. Superior’s vision represents its long-term values and aspirations for a community-oriented small town that is accessible, pedestrian and bicycle friendly, safe and attractive. Superior prides itself on its unique local character and high architectural standards while its mountain views, open space, parks, trails and wildlife offer residents a variety of outdoor experiences. In addition to the respect for nature, Superior hosts outdoor competitions and events, including open-air festivals, and running and cycling challenges. In concert with its vision, the Town seeks to advance its artistic footprint by offering opportunities to create art for public experience.



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EXHIBIT A

SUBMISSION FORM COVER PAGE

This form must be completed and attached as the first page of your PDF submission packet.

NAME:

ADDRESS:

PHONE:

EMAIL:

WEBSITE and/or SOCIAL MEDIA LINK(S):

Check the items submitted with your packet:

- 1 PDF with Letter of Interest, Resume and Image List
- Six JPEG images as separate files, no larger than 2 MB
- Upload to Dropbox folder and share link

How did you hear about this call?



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**EXHIBIT B
EXAMPLE BUS SHELTER**

4 back panels 57" h x 24" w
identified for artwork

Locations:

2- McCaslin Blvd. & Rock Creek Pkwy.

2- McCaslin Blvd. & Coal Creek Dr.

2- McCaslin Blvd. & Coalton Rd.



EXHIBIT C SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2019 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$ _____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs

and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2019, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public