



Date of Council Meeting: November 27, 2012

**TOWN OF LEESBURG  
TOWN COUNCIL MEETING**

**Subject:** The Commission on Public Arts (“COPA”) seeks approval from the Town Council for COPA’s recommendation of a theme for the Downtown Parking Garage Mural Project and authorization for the Town’s Chief Purchasing Officer (“CPO”) to issue a Request for Proposal (“RFP”) on behalf of COPA to solicit bids for an artist or team of artists to install the mural.

**Staff Contact:** Jeanette A. Irby, Town Attorney

**Recommendation:** The Town Council should approve the theme recommended by COPA for the Downtown Parking Garage Mural Project and authorize the CPO to issue an RFP to solicit bids for the installation of the mural.

**Issue:** Whether the Town Council should approve the theme endorsed by COPA for the Downtown Parking Garage Mural Project, as well as authorize the CPO to issue an RFP on behalf of COPA to solicit bids for the mural project.

**Fiscal Analysis:** No Town funds will be utilized for the project.

**Background:** On August 28, 2012, the Town Council resolved that COPA develop, amongst other things, a proposed RFP to solicit bids from artist(s) and a recommendation for a theme for a mural to be installed on the southern side of the Downtown Parking Garage. Town staff has reviewed the RFP developed by COPA and added the essential terms to the RFP to ensure that it contains the necessary legal requirements. The RFP will be posted on the Town’s bid board and will be linked to the COPA page. All standard procurement guidelines will be followed. The theme COPA endorses is: This project will reflect a thematic aspect of the community such as history, growth, change, diversity, and/or commerce and should be created in a media suitable for exterior application with minimal maintenance. The mural is intended to become a focal point for visitors and enhance the sense of pride in Leesburg.

If approved by the the Town Council, the RFP will be issued shortly thereafter with bids due by January 31, 2012. In Phase I of the evaluation process, an evaluation team made up of COPA members, artists, and other impartial members will review the bids by February 15, 2013, with notification to semi-finalists immediately thereafter. A “Phase II” submission deadline will be a date in March 2013 when semi-finalists will submit a detailed design, list of materials and budget for their project. COPA anticipates appearing before Town Council in April 2013 with a recommendation of a finalist with the installation of the mural to occur in the summer of 2013.

All funds for the mural will be raised by the Friends of Leesburg Public Art.

Attachments:

Proposed Motion and Draft RFP

**TENTATIVE SCHEDULE**

Deadline for RFP submission Phase I: January 31, 2013

Panel Review: Feb 15, 2013

Notification of semi-finalists: Feb 16, 2013

Phase II Submission Deadline: March?

Semi-finalists interviews/presentations: March?

Recommendation to the Town Council: April

Notice of award: Apr 24, 2013

Delivery/installation: Summer 2013

DRAFT



**The Town of Leesburg on behalf of  
THE FRIENDS OF LEESBURG PUBLIC ARTS**

**REQUEST FOR PROPOSALS  
DOWNTOWN PARKING GARAGE MURAL**

Issue Date:

Title: Downtown Parking Garage Mural

Due Date: January 31, 2013

Delivery Addresses: Town of Leesburg  
Procurement Office  
25 W. Market St.  
Leesburg, Virginia 20176

Procurement Contact: Kathy Elgin, [kelgin@leesburgva.gov](mailto:kelgin@leesburgva.gov)

NOTICE OF ADDENDUM – All addenda will be posted to the Town's Bid Board located at [www.leesburgva.gov](http://www.leesburgva.gov). Addenda will also be sent to the email address used by the Bidder when "Registering" on the bid board. It is the bidder's responsibility to register and to provide a valid email address thereby ensuring receipt of all posted addenda.

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**I. BACKGROUND:** The Town of Leesburg’s Commission on Public Art in conjunction with the Friends of Leesburg Public Art, a non-profit (501)(c) organization, desires to commission a mural to appear on the southern wall of the Downtown Parking Garage (“the Project”). The Leesburg Town Council has authorized town staff to assist in the drafting of this Request for Proposal (“RFP”) but the Town of Leesburg will not be responsible for any funding for the Project.

**II. PERIOD OF CONTRACT:** Project must be completed by June 30, 2013.

**III. SCOPE OF WORK:** The Town of Leesburg’s Commission on Public Arts (“COPA”) is seeking an artist or artist team to create a dynamic and innovative mural on the exterior surfaces on the south entrance (Loudoun Street) of the Town parking garage, adjacent to the Town Hall. The Town Council envisions that this Project will reflect a thematic aspect of the community such as history, growth, change, diversity or commerce and should be created in a media that is suitable for exterior application with minimal maintenance. The mural is intended to become a focal point for visitors and enhance the sense of pride in Leesburg.

This wall is on a busy pedestrian-friendly street. The mural is intended to become a focal point for visitors and enhance the sense of pride in Leesburg.

The wall is painted concrete with a middle opening for traffic to enter the parking garage and is fronted by grassy areas. The wall is (insert dimensions). The mural must optimize the entire space. (insert photo and link to Google Street view).

The media used must be suitable for exterior application with minimal maintenance. Selected artwork must be highly durable and require limited to no maintenance.

**IV. SUBMITTAL INFORMATION.**

1. Letter of interest – no more than two pages briefly describing your interest and qualifications for this project. Artist teams: up to three artists per team. If possible, include works previously created by the same team. If you are applying for the first time as a team please have your letter of interest include how you will approach the project collaboratively. All team members are required to be involved in all phases of the project through completion.
2. SIX digital images (format?) of artist’s previous Public Art including accompanying information: title, date, medium, dimensions, location, purchasing agency, budget. Professional artists who are new to the field are encouraged to offer site-specific conceptual ideas in lieu of previous Public Art. Please include these in addition to six images of artwork.
3. Artist statement
4. Resume for each artist
5. Contact information: email, phone, physical address
6. Expected project budget
7. References

**V. SELECTION PROCESS:** The selection process will be completed in two phases.

**PHASE I.** An evaluation team will review each proposal individually and will evaluate against the criteria stated below. Each evaluator will document the artist's strengths and weaknesses for each of the criteria and then rank each submission in a top to bottom order. The Chief Procurement Officer ("CPO") will total all evaluator scores. The evaluation team will meet to select up to five (5) semi-finalists who will be asked to develop a detailed design proposal.

**PHASE II.** Semifinalists will be given the opportunity to prepare a second submission for further evaluation. The submission for Phase II will include the elements listed below and must be received by the CPO no later than March XX, 2013.

1. Detailed design
2. List of all materials to be used to complete the project
3. Detailed project budget to include: project development costs to include but not be limited to material, labor, permits, insurance, artist fees, travel, engineering, transportation, etc. and mural maintenance. While the mural must be constructed of a durable, low maintenance material, cost for years 1, 2 and 3 are requested.

The evaluation team will again review each submission individually, note the strengths and weaknesses and rank in a top to bottom order. The team will meet and make a final recommendation to the Town Council of one artist or one artist team chosen to install and maintain the mural.

**VI. EVALUATION CRITERIA**

The Evaluation Team will evaluate submissions based on the following criteria:

1. Artist's technical ability to execute in chosen material
2. Originality
3. Demonstrated interest in and understanding of the project
4. Mastery of skills and techniques
5. Previous Work References
6. Artist's ability to create artwork that reflects the community as well as the site  
**(Additional criteria for Phase II)**

**VII. INSTRUCTIONS AND CONTRACT TERMS AND PROVISIONS**

- A. Submission of Proposals** - One original print and 1 electronic copy of the proposal must be received by the CPO at the Town of Leesburg, 25 W. Market St, Leesburg, VA 20176 by the due date noted on the cover page of this RFP. **It is the Offeror's sole responsibility to ensure that the Town receives their proposal.** Each proposal must be sealed in a container and marked in the lower left corner as follows:

DOWNTOWN PARKING GARAGE MURAL

Only those Proposals stamped **BEFORE** the hour specified as the due date will be accepted by the CPO.

**B. Right to Reject Proposals** - Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. The Town reserves the right to waive informalities, to reject any or all Bids after all have been examined or to accept the Bid of the Offeror which it deems most favorable to the interests of the Town.

**C. Inquiries** –All questions regarding this solicitation shall be submitted in writing no later than 5:00 PM, January XX, 2013 to:

Kathy Elgin, Chief Procurement Officer, Town of Leesburg, [kelgin@leesburgva.gov](mailto:kelgin@leesburgva.gov)

Contact with personnel other than Kathy Elgin, CPO, during the submission phase of this RFP may be grounds for elimination from the selection process.

**D. Disposition of Proposals** - All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and will be open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section E “Disclosure.”

**E. Disclosure** - In compliance with the Town’s purchasing policy, all proposals will be available for public inspection after the contract award. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs are to be protected is unacceptable.

**F. Cost Incurred in Responding** - This solicitation does not commit the Town of Leesburg to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof.

**G. Prime Vendor Responsibilities** - Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the Offeror’s proposal includes services provided by others, the Offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The Offeror will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

**H. Laws and Regulations** - The Offeror’s attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout,

and they will be considered to be included in the contract the same as though herein written out in full.

- I. Conflict of Interest Statement** - The conflict of interest statement attached to this RFP must be executed and returned with the proposal documents. See Section III of Attachment A.
- J. Ethic in Public Contracting** – Offeror will familiarize itself with the “Ethics in Public Contracting” section of the Virginia Public Procurement Act found in the Code of Virginia, Article 6, Section 2.2-4367 through 2.2-4377, and will abide by such provisions in submission of its proposal and performance of any contract awarded.
- K. Non-Discrimination** - Offeror agrees that it will adhere to the non-discrimination requirements set forth in the Code of Virginia, Section 2.2-4310, which will be incorporated into any contract awarded.

The Contractor also agrees to comply, and to require all suppliers and subcontractors paid in whole or in part from funds made available under the contract to comply, with Section 122(A)(1) of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), as amended to wit:

“No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity of a State government or unit of local government, which government or unit receives funds made available under Subtitle A (of title 1 of the Act).

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity. Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity.”

- L. Anti-collusion** - The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the Offeror. See Section IV of the RFP Submission Form, Attachment A.
- M. INSURANCE:** Any contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally the contractor shall not allow any subcontractor to commence work until all similar insurance required of the Subcontractor has been obtained.

These certificates must be forwarded to the Procurement Office BEFORE work can begin.

Insurance Requirements:

Workers Compensation      Statutory Worker's Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury                      \$2,000,000 each person  
    \$2,000,000 each occurrence

Property Damage  
    Automobile                      \$2,000,000 each accident  
    General Liability                \$2,000,000 each accident  
    \$2,000,000 per occurrence

\*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Purchasing Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

\*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

- N. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR; REQUIRED CONTRACT PROVISIONS.** - During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- O. AUTHORITY TO BIND FIRM IN CONTRACT** - An official authorized to bind the Bidder shall sign each Bid. Bids must be firm for the sixty (60) days immediately following the date of submission of the sealed bid. At the end of the 60-day period, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled.’

- P. EMPLOYMENT DISCRIMINATION PROHIBITED** – Offeror agrees that it will adhere to the non-discrimination requirements set forth in the Virginia Code Section 2.2-4311 of the Virginia Public Procurement Act and repeated below, which will be incorporated into any contract awarded. All public bodies shall include in every contract of over \$10,000 the provisions in *i* and *ii* herein:

1. During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**Q. FAITH-BASED ORGANIZATIONS** -The Town of Leesburg does not discriminate against Faith-Based organizations.

**R. LICENSE REQUIREMENT** – All firms doing business for the Town of Leesburg are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-777-2420. The BPOL license number, if applicable, must be indicated on the pricing page of this RFP.

**S. Assignment of Contract** - A contract shall not be assignable by the Offeror in whole or in part without the written consent of Town of Leesburg Contract Administrator.

**T. Changes to the Contract** - Changes can be made to the contract in the following way:

Town of Leesburg may agree in writing to modify the scope of the contract. An increase or decrease in the cost of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

**U. Indemnification** - Contractor agrees to indemnify, defend and hold harmless Town of Leesburg, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods or equipment of any kind or nature furnished by the contractor/any services of any kind or nature provided by the contractor, provided that such liability is not attributable to the sole negligence of Town of Leesburg or to failure of Town of Leesburg to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**V. Termination**

1. **For Cause/Default** - In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, Town of Leesburg, after due oral or written notice, may procure them from other sources and hold the

Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which Town of Leesburg may have.

Specifically, if, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Contract Administrator shall thereupon have the right to terminate, specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at its option become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

**2. For Convenience** - Town of Leesburg reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Contract Administrator determines that such a termination is in the best interest of Town of Leesburg. Any such termination shall be effected by delivery to the Contractor, at least sixty (60) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**W. Availability of Funds** - It is understood and agreed between the parties herein that neither the Town of Leesburg, nor the Commission on Public Arts, nor any employee of the Town or member of the Commission responsible for any funding of the contract or part thereof. All funds for the project will be raised by private parties with no affiliation to the Town or the Commission. Furthermore, if funds are not available for the purpose of this contract, then Town of Leesburg may reduce or terminate this contract upon thirty (30) days written notice to the Contractor.

**X. Obligation of Offeror** - By submitting a proposal, the Offeror conveys and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

ATTACHMENT A- RFP SUBMISSION FORM – DOWNTOWN PARKING GARAGE MURAL

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email \_\_\_\_\_ Web Address \_\_\_\_\_  
Organized under the laws of the State of \_\_\_\_\_  
Principal place of business at \_\_\_\_\_  
Federal Id Number \_\_\_\_\_ Registered Agent \_\_\_\_\_

Following are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town on behalf of the Commission on Public Art, shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL



## **DOWNTOWN PARKING GARAGE MURAL PROJECT MOTION**

I move that the Leesburg Town Council approve the theme for the Downtown Parking Garage mural as: “This project will reflect a thematic aspect of the community such as history, growth, change, diversity, and/or commerce and should be created in a media that is suitable for exterior application with minimal maintenance. The mural is intended to become a focal point for visitors and enhance the sense of pride in Leesburg.”; and that the Chief Procurement Officer issue a Request for Proposal, as approved by the Town Attorney, for the solicitation of bids to artists or a team of artists for the installation and maintenance of the Downtown Parking Garage mural.