

Cut along the outer border and affix the label shown below to your sealed bid envelope to identify it as a "SEALED BID". Remember to be sure and include the name of the company submitting the bid where requested in the space provided below.

SEALED RFP	•	DO NOT OPEN
SEALED RFP NO.:	<b>2019-27 Technical Review</b>	
RFP TITLE	Public Art Project Management	
DUE DATE/TIME:		
SUBMITTED BY:	_____ (Name of Company)	
DELIVER TO:		
City of Allentown 435 Hamilton Street Room 234 Allentown, PA 18101-1699		

  

SEALED RFP	•	DO NOT OPEN
SEALED RFP NO.:	<b>2019-27 Cost Proposal</b>	
BID TITLE	Public Art Project Management	
DUE DATE/TIME:		
SUBMITTED BY:	_____ (Name of Company)	

To become a registered vendor and receive automatic notifications of any current bid solicitations for the City of Allentown, you must register online with the City's automated "Public Purchase" system. Sign-on and register @ <http://www.publicpurchase.com> There is NO vendor fee for this service. Attach Your Company's W9 Form Electronically Online by Uploading to Your Company Application.

CITY OF ALLENTOWN  
REQUEST FOR PROPOSAL

**RFP NO. 2019-27**

**Public Art and Activation Project Management**



QUESTIONS DUE NO LATER THAN:

**AT 2:00 P.M.**

RESPOND NO LATER THAN:

**AT 3:00 P.M.**

ALL INQUIRIES:

Purchasing Agent  
City of Allentown  
Purchasing Office  
435 Hamilton Street  
Allentown, PA 18101-1699  
Phone: 610-437-7624  
Fax: 610-437-7618  
[purchasing.agent@allentownpa.gov](mailto:purchasing.agent@allentownpa.gov)

## TABLE OF CONTENTS

<b>I. DEFINITIONS</b>	<b>4</b>
<b>II. GENERAL INFORMATION</b>	<b>4</b>
A. PURPOSE	4
B. PROPOSAL SUBMISSION	5
C. PROCUREMENT SCHEDULE	6
<b>III. GENERAL CONDITIONS</b>	<b>6</b>
J. AUTHORITY	7
K. AUTHORIZATION TO DELIVER MATERIALS OR SERVICES	8
L. COMPLIANCE WITH LAWS	8
M. CONTRACTOR COMPLIANCE	8
N. CONTRACT TERMINATION	8
O. CONTROLLING LAW	8
P. EQUAL EMPLOYMENT	8
Q. FUNDING	9
R. INDEMNIFICATION	9
S. INSURANCE	9
T. INTEREST OF CITY OFFICERS AND EMPLOYEES	12
V. OBSERVANCE OF LAWS	12
W. ORGANIZATION CONFLICT OF INTEREST	12
X. OPEN RECORDS LAW/PUBLIC INFORMATION	13
Y. TIMELINE	13
Z. TRANSFERS AND ASSIGNMENTS	13
A.A. VARIANCE TO RFP DOCUMENT	12
B.B. SEXUAL HARRASSMENT	12
<b>IV. WORKSCOPE</b>	<b>14</b>
<b>V. EVALUATION AND AWARD CRITERIA</b>	<b>18</b>
<b>VI. AUTHORITY TO DISTRIBUTE BID PACKAGES</b>	<b>20</b>
<b>VII. ADDITIONAL TERMS AND CONDITIONS</b>	<b>13</b>
<b>VIII. PAYMENTS AND INVOICING</b>	<b>21</b>

I. DEFINITIONS

- A. The following terms and expressions used in this document shall be understood as follows:
1. Wherever the word "City" is used, it shall be understood to mean the City of Allentown, Pennsylvania.
  2. Wherever the word "Vendor", "Bidder", or "Proposer" is used, it shall be understood to mean the party or company interested in providing a service to the City.
  3. Wherever the word "Contractor" or "Consultant" is used, it shall be understood to mean the party engaged to perform all work described herein.
  4. Wherever the word "Administrator" is used, it shall be understood to mean the Contract Administrator of the City of Allentown or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.
  5. Wherever in the specifications appear the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the Administrator is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the Administrator.
  6. Wherever the word "Contract" or "Contract Documents" is used, it shall mean and include this Request for Proposal, contract, advertisement, information for bidders, proposal, contract provisions, specifications, plans, agreement, addenda, and bonds (if applicable).

II. GENERAL INFORMATION

A. PURPOSE

The purpose of this request for proposal is to contract a **Public Art and Activation Project Management firm** on a per project or project grouping basis to take each project through its life cycle. Tasks may include but not limited to, selection of the artist, project solicitation of the proposal and the review of the proposals, project execution, and project final closeout. The purpose of this ongoing project is to enhance the use of the publicly-accessible outdoor places in the City of Allentown as a forum for the creation and display of artistic installations in support of the Allentown Arts Commission mission.

B. PROPOSAL SUBMISSION

1. The sealed proposals must be submitted not later than 3:00 p.m. on to:

City of Allentown  
Purchasing Agent  
435 Hamilton Street, Room 234  
Allentown, PA 18101-1699

2. One (1) unbound original and three (3) unbound copies, on 8.5 x 11 paper, only, of the TECHNICAL PROPOSAL shall be in a sealed envelope and must be marked prominently on the outside **“TECHNICAL PROPOSAL – RFP 2019-27 Public Art Management.”**
3. One (1) unbound original and three (3) unbound copies, on 8.5 x 11 paper, only, of the COST PROPOSAL shall be in a sealed envelope and must be marked prominently on the outside **“COST PROPOSAL – RFP 2019-27”**.
4. Do not include any cost proposal information within the technical proposal. The inclusion of cost proposal information in the technical proposal may cause the entire proposal to be deemed non-responsive and disqualified without review by the valuation committee.
5. Proposal must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
6. Late is late. Proposals must be received by the date and time specified in the solicitation. Late submissions will not be accepted. It is incumbent upon Respondents to ensure that their proposals arrive in the Purchasing Office by the designated date and time. Any proposal received after the exact date and time specified for receipt will not be considered. In order to ensure fair bidding practices, the City of Allentown will not be responsible for late submissions for reasons outside of its control (i.e. traffic, third party delivery failure, etc.).
7. Any proposals that fail to follow the specifications and procedures in this RFP for proposal submission may be deemed non-responsive and disqualified without review by the evaluation committee.
8. Proposals will be handled confidentially by the City during the pre-award process.
9. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
10. The City of Allentown will not be responsible for any expenses incurred by a proposer in connection with this procurement.
11. If necessary, interviews and or oral presentations, or both, will be scheduled by the Evaluation Committee with one or more of the vendors.

Respondents must have qualified personnel available for said interview/oral presentation upon short notice, (one week or less).

12. In accordance with Ordinance No. 15224, all bids, contracts, and engagement contracts are subject to City Council approval by resolution at a public meeting.

C. PROCUREMENT SCHEDULE

This Request for Proposal will follow the following tentative schedule:

1. QUESTIONS

Any questions regarding this Request for Proposal should be posted to the questions link under the appropriate solicitation on [www.PublicPurchase.com](http://www.PublicPurchase.com)

All questions must be received by 2:00 p.m. on \_\_\_\_\_. Inquiries received after 2:00 p.m. on \_\_\_\_\_, will not receive responses.

No telephone calls with questions will be taken.

2. PUBLIC OPENING

Sealed Proposals are due no later than \_\_\_\_\_ at 3:00 p.m. (For further information see Section II – General Information)

III. GENERAL CONDITIONS

- A. No verbal information to proposers will be binding on the City. The written specifications will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the specifications will be made in the form of written addenda which will be posted on PublicPurchase.com. These addenda shall then be considered to be part of these specifications.
- B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the specifications.
- C. The City of Allentown reserves the right to reject any and all proposals submitted and to request additional information from any Proposer and the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Allentown. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A proposer may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated based on

the negotiations. Award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

- D. The award will be made to that responsive and responsible proposer whose proposal, conforming to specifications, will be most advantageous to the City; price and other factors considered, such as delivery time, quality, service, etc. The award may or may not be made to the firm with the lowest cost.
- E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.
- F. After notice from the City, the selected proposer has thirty (30) days to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.
- G. Proposals must be written in ink or typewritten. Unsigned proposals will not be accepted. Proposers are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the Proposer's risk.
- H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City. Where work is to be performed by a subcontractor, the proposer must name that the Proposer is fit and capable to perform the required work.
- I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the opening date and may be extended at the agreement of both parties.
- J. AUTHORITY

The Purchasing Agent, as the designee of the Mayor, has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, request for proposal, purchase order or other award issued by the City of Allentown. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers.

No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Allentown for indebtedness.

Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

K. AUTHORIZATION TO DELIVER MATERIALS OR SERVICES

All purchases must be properly authorized in advance. Vendors must first obtain, and are prohibited from shipping any merchandise or providing any services prior to receiving, an official award letter, notice to proceed, a purchase order number, a hard copy purchase order or a valid purchasing card account number. The City will be under no obligation to pay for merchandise delivered or services provided resulting from violation of this rule.

L. COMPLIANCE WITH LAWS

The Consultant shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

M. CONTRACTOR COMPLIANCE

Each vendor is required to be in compliance with the City of Allentown's local tax requirements. Accordingly, each vendor shall register for and obtain a business tax license prior to the award of this contract. For further information on obtaining a business tax license with the City of Allentown contact the Revenue and Audit Manager, at 610-437-7506.

N. CONTRACT TERMINATION

A contract may be canceled by the City by giving the Consultant written notice of intent to cancel.

O. CONTROLLING LAW

This Request for Proposal is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Lehigh County, Pennsylvania.

P. EQUAL EMPLOYMENT

Proposers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Contractor will take affirmative action to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



Q. FUNDING

In the event that sufficient funds are not appropriated by the Council of the City of Allentown, Pennsylvania; or, if appropriated, are not allocated or available; or, in the event the amounts due hereunder are to be paid with funds given to the City by another private or government entity, and such funds are not sufficient for continuation of this agreement during any fiscal year after the City's first fiscal year; the City may, without breach, upon written notice to the Proposer, terminate the contract in whole or in part.

R. INDEMNIFICATION

1. The Consultant shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Consultant. The Consultant shall have charge and control of the entire work until completion and acceptance of the same by the City.
2. The Consultant shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
3. The Consultant shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the City, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the City or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the City or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

S. INSURANCE

The Vendor, prior to commencing work, shall provide, at its own expense, the following insurance to the City of Allentown as evidenced.

1. Certificates of Insurance, ONLY if the insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement. Both the endorsement and the certificate are required.

Or

2. Provide the CGL policy so that the City of Allentown can confirm that there is sufficient coverage as an additional insured under the existing policy showing that any person(s) or organization(s) shown in the Schedule is also an additional insured, then the COI along with the policy are acceptable.

Or

3. Separate Additional Insured Endorsement naming the City of Allentown as additional insured.

We must require the organization or its CGL insurance company to provide notice to the City of changes in the CGL policy that affects our coverage as an additional insured no less than thirty (30) days prior to cancellation or material change in the policies to the Risk Management Department.

Certificates of Insurance, along with the appropriate endorsement, if your insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement, both the endorsement and the certificate should be provided. Whatever is provided as proof must be provided annually, as long as the contract between the City and the insured is in effect. In the description of operations section, of the Certificate of Insurance please provide the following statement "RFP Contract Number; Title of the contract: City of Allentown, its officers, agents and employees are included as Additional Insured to the General and Auto Liability if required by written contract"

Nothing contained in this section shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract

#### COMPREHENSIVE GENERAL LIABILITY

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000

Include this verbiage: Additional Insured for "ongoing operations" and "products and completed operations" for a period of three years after final payment and shall be ISO endorsements CG 20 10 07 04 and CG 20 37 07 04 or their equivalent.

#### AUTO LIABILITY

Each Accident — Combined Single Limit	\$1,000,000.
---------------------------------------	--------------

PROFESSIONAL LIABILITY

Each Loss	\$1,000,000
Aggregate	\$1,000,000

UMBRELLA OR EXCESS LIABILITY (To overlay General Liability, Auto Liability and Employer's Liability coverages)

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

Workers' Compensation	As required by statute
Employer's Liability	
Each Accident	\$100,000
Each Employee for Injury by Disease	\$100,000
Aggregate for Injury by Disease	\$500,000

Workers' Compensation policy shall include a Waiver of Subrogation against The City of Allentown, its elected officials, agents and employees

Prior to commencement of the performance of the Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Allentown, its elected officials, agents, and employees as Additional Insured.

Contractor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The Certificate shall note the project and provide that no policies may be cancelled without thirty (30) days advance written notice to the City.

Such certificate shall be issued to:  
City of Allentown  
Attn: Risk and Safety Manager  
435 Hamilton Street, Allentown, PA 18101.

Ensure In the description of operations section, of the Certificate of Insurance please provide the following statement "RFP Contract Number; Title of the contract: City of Allentown, its officers, agents and employees are included as Additional Insured to the General and Auto Liability if required by written contract.

All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City. Said policies shall remain in full force and effect until the expiration of the

terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

T. INTEREST OF CITY OFFICERS AND EMPLOYEES

No person, consultant, firm or corporation contracting with the City for purposes of rendering personal or professional services to the City shall share with a City officer or employee, and no City officer or employee shall accept, any portion of the compensation or fees paid by the City for the contracted services provided to the City.

U. NON-EXCLUSIVE CONTRACT

The contract resulting from this solicitation shall be non-exclusive and the City may procure the good or services covered by this solicitation, at any time, from other sources at its sole discretion.

V. OBSERVANCE OF LAWS

The Consultant at all times shall observe and comply with all federal, state and city laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract.

W. ORGANIZATION CONFLICT OF INTEREST

A. The Consultant warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a consultant's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage;  
or
2. The Consultant's objectivity in performing the contract work may be impaired.

B. The Consultant agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the City which shall include a description of the action which the Consultant has taken or intends to take to eliminate or neutralize the conflict. The City may, however, terminate the contract or task/delivery order for the convenience of the City if it would be in the best interest of the City.

C. In the event the Consultant was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the City, the City may terminate the contract.

- D. The terms of this clause shall be included in all subcontracts and agreements wherein the work to be performed is similar to the service provided by the Consultant. The Consultant shall include in such subcontracts and agreements any necessary provisions to eliminate or neutralize conflicts of interest.

X. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law.

The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all proposals; and
2. Financial information of a proposer or offeror requested in an invitation to bid or request for proposals to demonstrate the bidder's or offeror's economic capability.

Y. TIMELINE

Consultants should review and become familiar with the Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Proposer to check for any changes. All changes that require material change, specification change or Timeline change will be made through an addendum to this Request for Proposal and posted on Public Purchase (Publicpurchase.com).

SCHEDULE	DATE/TIME
Advertise Request for Proposal	
Deadline for Questions	
Publish Addendum	
Public Opening	
Evaluation Committee Review of Technical Proposal	
Evaluation Committee Review of Cost Proposal	
Responding Firms Oral Interview/Presentation	
Presentation to City Council	

Z. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.

2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against proposer or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Consultant, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.
3. Shareholders and/or partners of proposer may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of proposer to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if the City finds that the transferee is lacking in experience and/or financial ability to render and provide services.

A.A VARIANCE TO BID DOCUMENTS

For the purpose of bid evaluation, bidders must indicate any or all variances to the bid documents and/or specifications as stated, no matter how slight. Any deviations from specifications and alternate bids must be clearly indicated with complete information provided by the bidder. Alternate bids may or may not be considered by the City. The City has the sole authority to decide what is in the best interest of the City, and their decision shall be final and binding. If variations are not stated in the bid, it shall be construed that the bid submitted fully complies in every respect to our bid documents. Submission of alternate documents, other than as included and/or requested in the current solicitation may cause your submittal to be considered non-responsive.

B. B SEXUAL HARRASSMENT

As a vendor of the City of Allentown, you are expected to comply with the City of Allentown's Sexual Harassment Policy. Vendors and contractors are required to exercise control over their employees, agents, and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that failure to comply with the City's policy regarding sexual harassment may result in termination of this contract without advance notice. Further information regarding the City's sexual harassment policy is available from the City's Human Resource Department.

IV. WORKSCOPE

The purpose of this request for proposal is to contract a **Public Art and Activation Project Management firm** on a per project or project grouping basis to take each project through its life cycle. Tasks may include but not limited to, selection of the artist, project solicitation of the proposal and the review of the proposals, project execution, and project final closeout. The purpose of this ongoing project is to enhance the use of the publicly-accessible outdoor places in the City of Allentown as a forum for the creation and display of artistic installations in support of the Allentown Arts Commission mission.

A. BACKGROUND/ GOAL

The Arts have the capability to connect people of all cultures, religions, social-economic backgrounds like no other. Public art has the capability to grow and expand at an organic pace, piece-by-piece to create a connection where diversity does not apply. It's boundless. It breeds innovation, connection and inclusion.

The City of Allentown has an Arts Commission and a Public Art Committee, both of which advise the City Officials on the subject of the arts. The Arts Commission, which has both representation from City Staff and the Public Art Committee, is responsible for the promotion of art and cultural activities, education and programming throughout the City. The Arts Commission hosts the annual Arts Ovation Awards, recognizing local artists and offered an Artist in Residency Program to local artists in 2018. The Public Art Committee is an advisory body that, in conjunction with the City, reviews and approves all installations of public art.

The City, Arts Commission and Public Art Committee understand and agree that art in public places has become a very prominent asset in our modern community bringing in culture, and aesthetics that support the local identity, making residents feel appreciated and valued. Currently there are 49 pieces of public art installed in the City. As aesthetics are one of the top three characteristics as to why residents attach themselves to a community, the City is looking to add new pieces to the public art collection and/or add lighting Quick Response Codes and Historical information on the art piece and existing pieces of public art.

B. SCOPE OF WORK

In the proposal, please identify relevant management, administrative and financial capabilities as well as specific skillsets, qualifications and experience that would be relevant to the project management responsibilities.

1. **Work with Allentown Art's Commission on site selection-** Identify public and privately-owned locations throughout the City suitable for a high impact, visible public installation. Obtaining buy-in and authorization from proprietor/representative endorsing their location for an installation.
2. **Artist Calls-** Public Art and Activation Project Management firm shall ensure that artist calls are done with transparency, and that an ample amount of artist are notified of the proposed project, both local and non-local.

Purchasing Guidelines: For all projects over 40, 000.00 the Public Art and Activation Project Management firm must have at least three artist proposals, and three recommendations to present to the Allentown Arts Commission, the Community and Economic Development Department and key stakeholders.

3. **Developing Placement-** Working with the Allentown Arts Commission, the Community and Economic Development Department the Public Art and Activation Project Management firm will collaborate with outreach to the artist community and engaging with artists to promote the project and obtain Interested candidates.

4. **Public Input-** The Public Art and Activation Project Management firm in collaboration with the Allentown Art's Commission and key stakeholders must organize 1-2 community participation activities per installation- Engaging artists with neighborhoods and community organizations throughout Allentown will help facilitate community support.
5. **Development of Workplan and Budget-** The Public Art and Activation Project Management firm work with artists to submit detailed workplans and budgets for each art installation. Workplans and budgets must include line items for supplies, stipends, materials, community engagement activities, and other expenses as necessary.
6. **Installation Approvals-** All installations need the approval of Community and Economic Development Department , the Allentown Art Commission and the Public Art Committee. The Public Art and Activation Project Management firm and artists will be responsible for presentation of the installations for approval.
7. **Project Scheduling-** The Public Art and Activation Project Management firm is tasked with effectively planning the schedule of each project from commencement to conclusion. This includes understanding the timing impact of acquiring necessary permits/approvals as well as effectively navigating contingencies that arise that could impact installation delivery.
8. **Managing Installations-** The Public Art and Activation Project Management firm will be responsible for onsite and financial management of each art installation according to the approved budget and workplan. Onsite management includes managing the process and schedule of the installation, working with the City to obtain approvals for the installations and addressing any setbacks. Financial management includes overseeing all expenses, purchasing of all supplies and compensating the artists. The Public Art and Activation Project Manager will submit invoices to the City of Allentown detailing all installation expenses and service fees.
9. **Presentation to the Allentown Arts Commission and key Stakeholders-** Status updates on projects will be required of the Project Manager.
10. **Maintenance-** The Public Art and Activation Project Management firm will be responsible for drafting all documentation, contracts, to ensure the maintenance and longevity the public installation, to protect the City.
11. **Installation/Activation Management and Guidance-**
  - a. This includes all pre-project responsibilities (I.E. acquiring supplies, artist transportation and lodging, management of equipment, site preparation)
  - b. Management of site and artist during project duration to ensure artwork is meeting the guidelines of the approved scope of work
  - c. All post-project responsibilities (I.E. clean up, equipment return, supply storage)



**12. Payment – The City will give the Public Arts and Activation Project management firm a set budget per project.**

The City of Allentown will pay the successful public art and activation Public Art and Activation Project Manager on a fixed percentage fee. The consultant will receive 20 % of the project up front and 80 % final payment. The City will present the manager with a budget in which the manager receives a fixed fee percentage of the lump sum and the artist receives their percentage of the budget.

- a. The manager will pay the artist and provide the City with confirmation of payment.
- b. Confirmation of payment includes a copy of the check paid to the artist and a confirmation of payment letter signed by the artist. This must be provided to the City 30 days after the final payment is made.
- c. All budgets given to the manager must include materials, paint, lifts, housing fixed paint and supply storage and prep and all other necessary components needed to complete the project.

**C. QUALIFICATIONS**

1. The Public Arts and Activation Management firm must have 5 years collective experience in public art installation and project management. Project management experience must include site management, artist management and financial management.
2. Firms must have experience with managing different types of public art installations, including, but not limited to: murals, sculptures, and the lighting of public art.
2. Firms must have experience working with municipalities.
3. Firms must provide an outreach strategy, demonstrating ties to the art community and the ability to recruit professional artists for public art installations.
4. Firms must provide one (1) sample project from their portfolio, detailing public art recruitment, installation and management.

**D. PROGRAM MANAGEMENT TIMELINE**

Project evaluation, artist calls, review and award selection by the Arts Commission will take place third and fourth quarter 2019. Artists will be awarded, and projects will commence throughout 4<sup>th</sup> quarter 2019 into 2020. The length of the management responsibilities will depend on the projects submitted but will not go beyond 31 December 2020.

The City of Allentown reserves the right to approve or reject any application or portion thereof subject to the aesthetic and functional appropriateness

of the project. The selected proposal is subject to approval by the Director of Finance, the Mayor of Allentown and Allentown City Council.

V. EVALUATION AND AWARD CRITERIA

A. In general, proposal will be evaluated in terms of:

1. The firm's ability to meet the RFP requirements.
2. The qualifications of the specified persons who will be performing the requested services.
3. The prior experience and reputation of the firm in similar projects.

VI. PROPOSAL REQUIREMENTS

A. Proposal requirements (all proposals must include W-9 documentation)

Consultant's Proposal Response shall include and be scored based upon the below criteria:

Please follow all the below instructions thoroughly, as each tab is scored based on deliverables and content. Each tab should be constructed as stated below to avoid point deductions, and for consistency purposes.

Criteria	Highest Score Possible
<b>Tab A.</b> Ability to Meet RFP Requirements & Timeline	25 Points
<b>Tab B.</b> Prior Experience / Team Member Qualifications	25 Points
<b>Tab C.</b> Artist Selection	20 Points
<b>Tab D.</b> References	10 Points
<b>Tab E.</b> Cost – Separate Envelope Sealed and Labeled	20 Points

**Tab A. ABILITY TO MEET RFP REQUIREMENTS & TIME LINE**

- a. Cover: Include project number, project name ( RFP 2019-27 Public Art Management), Consultant's name, Project manager's name, address, phone number, email address, and the proposal date.
- b. Cover Letter: Include the Consultant's name(s), description of the company, and briefly state the proposer's understanding of the services to be provided. Proposers shall acknowledge the receipt of any addenda to this Request for Proposal. Please limit the cover letter to two pages.
- c. Attachment Paper work: Include your signature page, exemptions page, Political Contribution Disclosure Form, and most recent W-9 form.

**Tab B. PRIOR EXPERIENCE/ TEAM MEMBER QUALIFICATIONS**

- a. Organization Description: Include a brief description of the organization(s) submitting the proposal. Include the name, size, legal status, professional registration/certification, and major type of activity or areas of consulting. The organization(s) must be licensed to do business in the Commonwealth of Pennsylvania.
- b. Team Organization and Staff Experience: Include an organizational structure of the Project Team to be used for this project. Resumes should be provided for each team member involved in the project. Resumes should include the individuals name, title and/or duties for the project, professional registration, relevant certifications, a brief description of related experience including time contribution in this capacity to past projects, and qualifications. Please limit each resume to one page.
- c. Identify three relevant management projects and locations of these projects, create a narrative description of the experience with public art consulting. These projects should be relevant to the work scope herein and require administrative and financial capabilities as well as skillsets, qualifications and experience relevant to the project management responsibilities described herein.
- d. Provide 3 sample pictures of each project identified above, and the finish product for all three relevant projects.
- e. Sub-Consultants: Indicate the names and addresses of any Sub-Consultants and/or associates proposed to be used in this project. State the capacity they would be used in and the approximate percentage of the total services they would provide. Resumes should be provided for each subcontractor team member involved in the project. Also state their experience in the field.

**Tab C. PROJECT SELECTION**

- a. Please provide a narrative regarding the art selection, and how the successful consultant will ensure transparency and outreach, to both local and non-local artist, to ensure the best and most cost-effective artist is presented to the Allentown Arts Commission, Key stakeholders and the Community and Economic Department.
- b. Please provide a brief narrative regarding marketing strategies the Public Art and Activation Project Manager will provide for artist outreach.
- c. Please provide a brief narrative regarding research of site opportunities in the City.

**Tab D. REFERENCE**

- a. Provide 5 professional references and the relation to the company.

**Tab E. COST PROPOSAL REQUIREMENTS – Separate Envelope Sealed and Labeled**

- a. Cost Proposals must be provided in a separate sealed envelope. Labeled clearly “ Cost Proposal 2019-27 Public Art and Activation Project Management” on the outside. Consultant’s name, Project manager’s name, address, phone number, email address, and the proposal date shall be included.
- b. Include Attachment A. Cost Proposal in your envelope. Proposals shall be based on a percentage rate.
- c. The percentage rate shall be inclusive of reimbursable expenses, including but not limited to travel, meals, reproductions, etc.
- d. Include a structured process of how the artist will get paid.

**VI. EVALUATION AND AWARD CRITERIA**

In general, proposal will be evaluated in terms of:

<b>Criteria</b>	<b>Highest Score Possible</b>
<b>Tab A.</b> Ability to Meet RFP Requirements & Timeline	25 Points
<b>Tab B.</b> Prior Experience / Team Member Qualifications	25 Points
<b>Tab C.</b> Artist Selection	20 Points
<b>Tab D.</b> References	10 Points
<b>Tab E.</b> Cost – Separate Envelope Sealed and Labeled	20 Points

- B. The award will be made by written notification after the approval of City Council and sent via email.
- C. Interviews may be held with one or more firms before a final selection is made, Interviews are done on as needed basis, and sometimes are not necessary. The award may or may not be made to the lowest cost proposal.
- D. Submission of a proposal shall be representation that the submitting firm understands the scope of the project.

**VII. AUTHORITY TO DISTRIBUTE BID PACKAGES**

- A. The City of Allentown Purchasing Office is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from a RFP package obtained from any other source may have an incomplete set of documents. The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company’s use of an incomplete RFP package.
- B. Firms who have received the RFP package from a source other than the City’s Purchasing Office are advised to contact the office to provide their company name,

mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda.

VIII. ADDITIONAL TERMS AND CONDITIONS

- A. Only the terms, conditions, and specifications appearing in this invitation to Bid are applicable and in full force and effect. The City reserves the right to deem conditional bids (i.e. counter-bids on specific terms and conditions) non-responsive and may not be considered, in the sole opinion of the City. The Bidders authorized signature appearing in the invitation to Bid attests to this.
- B. The award of this contract is subject to the approval of City Council as referenced herein in Section B. The Contract term shall commence upon full execution of said Contract shall cease December 2020. (Upon written notification, this contract can be extended for up to an additional three (3) 1-year terms beyond the contract expiration period.

IX. PAYMENTS AND INVOICING

- A. Mail itemized invoice in duplicate to:  
City of Allentown  
Accounts Payable - Room 110  
435 Hamilton Street  
Allentown, PA 18101

Or email to [accountspayable@allentownpa.gov](mailto:accountspayable@allentownpa.gov)

- B. Payment will be within (30) days of invoice receipt.
- C. Proposers will be required to submit a per project percentage fee that will serve as the management compensation accessed from the overall cost of each public art project.