REQUEST FOR PROPOSAL

For

ROCK CREEK CAMPUS
PUBLIC ART ACQUISITION
FOR BUILDING 5

DUE DATE AND TIME:
2:00P.M. April 1, 2016

Issuing Office: Portland Community College
Bond Procurement
Capitol Park, Suite 260
9700 SW Capitol Hwy
Portland, OR 97219

Contact: Avelina D. Gulmatico, CPPB
Phone: 971-722-8416
Fax: 503-459-4701
Email: agulmati@pcc.edu
Section 1: INTRODUCTION

1. Project Introduction:

Portland Community College (‘PCC’ or ‘College’) invites proposals from artists to provide installation-ready art work for the Rock Creek Campus (RC). The College seeks existing work that will enhance the Campus’s growing collection of portable art. The College is interested in looking at photographs, drawings, and ceramics, although other media will also be considered.

The purpose of this RFP is to obtain information and cost from various artists. This RFP describes the College’s scope of work, timelines, and instructions for submitting a responsive proposal. Proposers are invited to describe how they might respond to this invitation. Proposers should read the entire RFP before responding.

2. The College:

Located in Portland Oregon, PCC, with a District of over 1,500 square miles, serves all or part of Multnomah, Washington, Yamhill, Clackamas and Columbia counties. PCC operates four comprehensive campuses (Cascade Campus, Rock Creek Campus, Sylvania Campus and Southeast Center), which provide lower-division college transfer courses, two-year associate degree programs and professional/technical career training programs. PCC’s Extended Learning Campus provides adult basic education, job training and retraining, small business development, life enrichment courses for residents, adult and continuing education, literacy, and contracted short-term training for business and industry in multiple locations throughout the College district.

3. 2008 Bond Program:

In November 2008, PCC District voters approved a bond measure that will allow PCC to engage in comprehensive planning, design, engineering and construction contracting over a multi-year period of time in the amount of $374 million dollars. The bond initiatives will support College growth through new construction, facility improvements, i.e., remodels, and additions to enhance educational capabilities throughout the district. The Bond Program site: http://pcc.edu/bond provides up to date information on each Campuses construction projects.

4. Sustainability:

The Sustainable Use of Resources Policy states that “PCC is committed to becoming a leader in academic programs and operational practices that model the sustainable use of resources, so that the needs of current generations are met without impairing the ability of future generations to meet their own needs”. For details of PCC’s sustainable program, refer to this site: http://www.pcc.edu/about/sustainability/projects/documents/FY2008Annual2.pdf.
5. **Issuing Office:**

PCC Bond Procurement will issue the RFP and that office shall be the sole point of contact for questions and/or inquiries:

Avelina D. Gulmatico, CPPB  
email: agulmati@pcc.edu  
Bond Procurement  
9700 SW Capitol Hwy., Suite 260  
Portland, OR 97280-0990  
Phone: 971-722-8416  
Fax: (503) 459-4701

6. **Clarification and/or Addenda:**

All requests for clarification related to the RFP specifications must be submitted in writing (via email and/or fax) and should be directed to Avelina D. Gulmatico. If it becomes necessary to revise or clarify any part of this RFP, addenda will be provided to all artists who received a copy of the RFP document.

7. **RFP Timetable:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP release</td>
<td>January 25, 2016</td>
</tr>
<tr>
<td>Written questions/inquiries to terms and specifications deadline</td>
<td>February 10, 2016</td>
</tr>
<tr>
<td>PCC response to written questions</td>
<td>February 15, 2016</td>
</tr>
<tr>
<td>Proposal Deadline</td>
<td>2:00 P.M., April 1, 2016</td>
</tr>
<tr>
<td>Proposals evaluation/review</td>
<td>April 4 – April 15, 2016</td>
</tr>
</tbody>
</table>

8. **Proposal submission:**

a. Artists and/or Galleries interested in responding to this RFP should register on the PCC Procurement website: [http://www.pcc.edu/purchasing](http://www.pcc.edu/purchasing). All registered artists/galleries will receive a link to the “.ftp site” by February 15, 2016 (specified in the addendum) to upload proposal and images.

b. Alternatively, if uploading documents creates difficulty, artists may request in writing by February 10, 2016 to receive any addendums, and submit a proposal by mail. Mailed submissions should include a cd or thumb drive with images.

c. Proposals will be received at the issuing office, no later than the time/date specified on the RFP Timetable, item #7. Proposals must be clearly marked and labeled, “Rock Creek Campus Public Art Acquisition for Building 5– Proposal”, outside the mailing envelope or box. One original (marked) and a .pdf version (usb or CD or DVD) must be submitted.
d. Proposer’s signature on the Proposal response form also certifies that the proposer has read and fully understands all proposal specifications, terms and conditions.

e. Materials should be prepared simply, economically, and neatly. Proposers are encouraged to be complete and concise.

10. References:

The College reserves the right to investigate references including customers other than those listed in proposer’s submittal.

11. Contract between Proposer and PCC:

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority of the preparation of proposal and take precedence over any source, either by verbal or written communications. The contents of the RFP document and proposal response of the successful proposer will become contractual obligations if the acquisition ensues. A copy of anticipated contract provisions is included on Appendix B.

12. Public Information and Trade Secrets:

a. All accepted proposals and related materials shall be kept by the College for a period of six years (or longer) and will be considered public information.

b. Proposers who have concerns about revealing trade secrets or other proprietary information within their proposal must preface each page of sensitive material with the following text: “This data constitutes a trade secret under ORS 192.501(2) and shall not be disclosed outside the college or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the described products/services or in accordance with Oregon Public Records Law, ORS Chapter 192. This restriction does not limit the College’s right to use information contained herein if it is obtained from another source.” All Proposers who respond to this RFP authorize the release of all information on any page that does not contain said above text.

c. Oregon Public Records law exempts only bona fide trade secrets from disclosure, “unless the public interest requires disclosure in the particular instance.” ORS 192.501(2). Non-disclosure of documents submitted with a Proposal and marked as a trade secret may depend on official or judicial determinations made pursuant to Oregon Public Records Law.

d. Cost or price information does not constitute trade secrets and must be open to public inspection.
SECTION 2: Project Information:

2.1 Campus Information:

The Rock Creek Campus is about 12 miles west of downtown Portland, in the rapidly growing Beaverton-Hillsboro area of Washington County. Rock Creek is nestled amid farm and wetland, perfect for PCC’s veterinary, landscape, building construction and biology programs, which use the natural areas for their outdoor learning labs. It houses Tualatin Hills Parks and Recreation’s sports complex where students have access to softball and lacrosse fields, tennis courts and soccer pitches. The campus is home to a fully functioning farm with sheep, rabbits, llamas and cows.

2.2 Project Information:

The College is accepting proposals from artists interested in submitting work for the portable art collection at PCC’s Rock Creek Campus. The College highly encourage applications from all artists who can offer existing work that will enhance the campus’s growing collection of portable art such as paintings, drawings, prints, photographs, sculpture, multimedia and new media.

The Rock Creek Art collection, which numbers more than 150 pieces, is spread between the campus’s main buildings, which are undergoing renovation and new construction. The collection’s emphasis is on regional art, but has some notable exceptions as well.

Works should be no more than 12 feet in any direction, and suited for interior spaces. They should be ready to install; price to include all framing, hardware, sculptural bases or plinths.

For more information about the art collection at PCC Rock Creek, please visit this interactive map: http://www.pcc.edu/about/locations/map/#rc Click the “art” box from the options listed at right.

The selected artist will be responsible for submitting a concept, a timeline, and an installation method for approval by the College’s design team.

2.3 Review Materials:

In order to simplify the review process and to obtain the maximum degree of comparability, each proposal shall include the following information as listed below and be in the same order as listed.

a. Background Information: Provide a brief statement about you and your background in art. Include a signed Appendix A and contact information such as mailing address, phone number, and email address.

b. Portfolio: Provide high resolution image files of your work. You may submit up to ten images, plus details.

c. References: Provide a list of at least three and no more than five references identified by name, firm and contact information.
d. Cost: Provide your proposed cost including installation, all framing, hardware, sculptural bases or plinths.

2.4 Evaluation Criteria:

A committee consisting of College staff and other stakeholders will evaluate the proposals. Each member will evaluate all aspects of your proposal using a scoring system designed to be an internal assistance to the members of the evaluation team. Each proposal will be scored based on the following criteria; a possible 100 points may be accumulated:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>Visual quality: works should be visually strong and able to complement public spaces.</td>
<td>20</td>
</tr>
<tr>
<td>Artwork should reflect diverse means and ways of seeing/thinking</td>
<td>20</td>
</tr>
<tr>
<td>Image content is part of visual impact. We are not interested in bland, “corporate” art. We welcome content that provokes conversation; however content alone is not enough.</td>
<td>20</td>
</tr>
<tr>
<td>Ours is a teaching/learning collection, so we welcome preliminary studies, drawings, and maquettes as well as more finished pieces: works that elucidate the artistic process for students and other viewers.</td>
<td>25</td>
</tr>
<tr>
<td>Favor given to Northwest artists but all artworks will be considered</td>
<td>15</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
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At any time during the evaluation process, proposers may be requested to be interviewed or to provide explicit written clarification of any part of their proposal.

2.5 Award Criteria:

On the basis of the evaluation factors included in this RFP, Proposers deemed to be fully qualified and best suited among those submitting proposals may be interviewed by the College in a process that may include discussion and negotiation of key terms. Contract price will be considered but need not be the sole determining factor. The College may select multiple proposals with highest evaluation points that, in its opinion, made the best proposal(s), and will award the contract to such proposer(s).

The College may cancel this RFP or reject Proposal responses at any time prior to an award. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Proposer’s proposal as negotiated, as well as other terms and conditions as appropriate.
APPENDIX A
Certification and Contract Offer
For
Rock Creek Campus Public Art for Building 5
(TO BE RETURNED)

PROPOSAL PRICING:
The Undersigned hereby proposes to furnish to Portland Community College (the "College") art piece(s) and installation for Rock Creek Campus in accordance with the terms, conditions, and requirements as specified in this RFP.

Undersigned agrees to honor this proposal for 90 days from date of signature below.

ADDENDA:
Addenda __ through __ received. (If Addenda were issued, completion of this line is REQUIRED.)

CONTRACT EXECUTION:
[ ] Required [ ] Not Required
The contents of the Proposal of the Successful Proposer(s), along with this RFP and Contract Provisions (similar in form, see Appendix B) and any clarifications and addenda issued by the College, will become contractual obligations if the College accepts a Proposer’s offer. The order of precedence for the Contract documents shall be the Contract, this RFP, its attachments and any addenda, and the Proposal of the successful Proposer, unless otherwise indicated in the Contract.

PROPOSER'S SIGNATURE AND IDENTIFICATION:
I hereby certify that this Proposal is genuine and that I have not entered into collusion with any other vendor(s) or any other person(s).

Please print or type all information requested below (except where signature is required).

<table>
<thead>
<tr>
<th>Name of Proprietor, Partnership, or Corporation</th>
<th>Signature of Proprietor, Partner, or Corporate Officer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Signature</td>
</tr>
<tr>
<td>Street Address:</td>
<td>Name of Signatory</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>Date Signed</td>
</tr>
<tr>
<td>City, State, and Zip Code</td>
<td>Employer ID Number</td>
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<tr>
<td>Phone Number:</td>
<td></td>
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</table>
APPENDIX B

COPY OF ANTICIPATED CONTRACT PROVISIONS
PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. Definitions. "Contract" means the entire written agreement between the parties, including but not limited to any solicitation document and its specifications, terms, and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document. "Contractor" means a person or firm having the power and authority to enter into and perform the Contract. "Common Community College" means the Community College and is synonymous with "Buyer" as used in ORS Chapter 72. "ORS" means the Oregon Revised Statutes. "College" means Portland Community College and is synonymous with "Bayer" as used in ORS Chapter 72.

2. Time is of the Essence. Time is of the essence in the performance of this Contract and College reserves the right to cancel any undelivered portion of this Contract for failure by Contractor to deliver on time.

3. Standard and Special Terms and Conditions. The terms and conditions printed on this page are standard to College contracts for the purchase of goods. There may also be special terms and conditions in a solicitation document which apply only to that Contract.

4. Delivery. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless otherwise specified in the solicitation documents. If specifically authorized to ship goods F.O.B. point of origin, Contractor agrees to prepay all shipping charges, route cheapest method, and to bill College as a separate item on the invoice for said charges. College will refuse to accept any C.O.D. shipment. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to College except as to latent defects, fraud, and Contractor's warranty obligations.

5. Inspections. Goods furnished under the Contract shall be subject to inspection and test by College at times and place determined by College. If College finds goods furnished to be incomplete, defective, or not in compliance with the terms of the order or the warranty, College may reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to College at reduced prices, whichever College deems equitable under the circumstances. If Contractor is unable or refuses to cure defects within a reasonable time, College may reject the goods and, without prejudice to College's right to recover damages, the Contractor agrees to pay College the difference between the cost of the rejected goods and the price paid for them, plus any costs and expenses, including attorneys' fees, and against all claims, actions, or judgments based upon violation of any statute, ordinance, or regulation concerning the work done under this Contract.

6. Payment of Invoices. All invoices, packing lists, packages, shipping notices, and any other written document affecting this Contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to this Contract indicating the contents therein. Each container (box, bag, etc.) shall show the purchase order number.

7. Warranties. Unless otherwise stated, all goods shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants to College that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with the laws of the State of Oregon.

8. Cash Discount. If College is entitled to a cash discount, the period of computation shall start on the date the entire order is delivered or the date the invoice is received, which ever is later.

9. Force Majeure. Neither College nor Contractor shall be held responsible for default or delay caused by force, riot, acts of God, war, or any other cause which is beyond the parties' reasonable control. Contractor shall, however, make all reasonable efforts to move or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Contractor may terminate this Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Contract.

10. Subcontracts and Assignment. Contractor shall not assign, sell, transfer, or subcontract any of its rights or delegate any of its responsibilities under this Contract in whole or in part, without the prior written consent of College, which may be withheld without cause. No written approval will relieve Contractor of any obligations under this Contract and any transferee or Subcontractor will be considered Contractor's agent. Contractor shall remain liable to College as if no assignment or transfer had been made.

11. Amendments. No amendment, waiver, or consent to modification or change in terms to this Contract shall be valid unless agreed to in writing by both parties' authorized representatives. Any amendment, waiver, or consent shall only be effective in the specific instance and for the specific purpose given.

12. Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

13. Early Termination. Unless otherwise specified herein, this Contract may be terminated by: (a) mutual written agreement at any time or (b) Contractor stating the extent and effective date of termination.

14. Breach of Contract. Contractor shall be liable for any and all damages suffered by College as the result of Contractor's breach of Contract, including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170.

15. Payment of Invoices. (a) College shall make payment 30 days from date the entire order is delivered or date invoice is received, whichever is later or (b) upon termination pursuant to paragraph 11, Contractor shall be paid in accordance with the terms of the Contract for goods delivered and accepted by College in conformance with the Contract, less any setoff to which College is entitled.

16. Payment of Laborers (Required by ORS 279B.225). Contractor shall promptly pay as incurred in the performance of this Contract, all persons supplying labor or materials, all sums due the Industrial Accident Fund, and all sums withheld from the Department of Revenue as required by ORS 2798.220. If Contractor fails, neglects, or refuses to make prompt payment of these obligations, College may pay such claim directly to such person or entity and charge the amount of the payment against funds due or to become due Contractor by reason of such contract. Payment of a claim in this manner shall not relieve Contractor or Contractor's surety, if any, from obligation with respect to any unpaid claim.

17. Independent Contractor Status. This Contract is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between College and Contractor, but is rather an agreement between independent parties, these being College and Contractor.

18. Condition Concerning Salvaging, Recycling, Composting, or Mulching Waste Material (Required by ORS 279B.230). If this Contract involves lawn or landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible.

19. Printing, Binding, and Stationery Work (Required by ORS 282.210). If this solicitation is for the purpose of obtaining printing, binding, or stationery work, work awarded under this solicitation shall be performed within this state, unless subject to exception under ORS 282.210(2).

20. Payment for Medical Care and Workers Compensation (Required by ORS 279B.230). (a) Contractor shall promptly, as due, make payment to any person, corporation, association, or corporation furnishing medical, surgical, and hospital care services in connection with a contract or subcontract, other than for the benefit of or at the request of the employees of Contractor, of all sums that Contractor agrees to pay for and which are due and payable to such employees from Contractor. Contractor shall pay for and which are due and payable to such employees from Contractor. Contractor shall pay for all health care services furnished to any employee employed by Contractor in connection with a contract or subcontract for which Contractor is entitled to a cash discount, the period of computation shall start on the date the entire order is delivered or the date the invoice is received, whichever is later.

21. Hazardous Chemicals. Contractor shall provide College with a Material Safety Data Sheet for any goods provided under this Contract which may release, or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag, or mark such goods. Contractor shall notify College prior to use of such chemicals.

22. Access to Records. Contractor agrees that College and its authorized representatives shall have access to all books, documents, papers, and records of Contractor directly pertinent to the specific Contract for the purpose of making audit, examination, and collection of data, or to enforce the terms and conditions of this Contract in accordance with generally accepted accounting principles.

23. Award to Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this Contract. College shall withhold final payment under this Contract until Contractor has met this requirement.

24. Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws, regulations, and administrative rules applicable to public contracts and to the performance of this Contract.

25. Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold College, its officers, agents, and employees, harmless against all liability, loss, costs, or expenses, including attorneys' fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any actor omission of an act sustained in any way in connection with the performance of this Contract or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation. This contractual indemnity provision does not absolve Contractor from the common law obligation to indemnify College, but is in addition to such common law or statutory provisions.

26. Waiver. Waiver of any default under this Contract by College shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

27. Governing Law. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of College, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under the Contract must be brought in the Multnomah County Circuit Court, or, if the claim must be brought in a federal forum, in the United States District Court for the State of Oregon.

28. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

29. Anti-discrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights laws and rehabilitation statutes and College policies.

30. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.