



October 27, 2015

RE: Request for Unsealed Proposals No. 16-04-07 for Little Free Library Public Art Project

To Whom It May Concern:

The City of Roanoke is currently seeking qualified artists or artist teams to transform newspaper boxes into Little Free Libraries in accordance with all terms, conditions, and scope of services as set out in this Request for Unsealed Proposals (RFUP). The boxes measure 35.5" tall by 19.5" across by 16.5" deep. They have a coin box on top that can be used as part of the design or removed that is 12.5" tall by 6 6" deep by 8.5" wide. A picture can be viewed at [www.roanokeva.gov/artsandculture](http://www.roanokeva.gov/artsandculture).

**Background Information:**

Six newspaper boxes donated by The Roanoke Times will be transformed by artists into Little Free Libraries and placed around the city with at least one in each quadrant. Artists are being sought to design and paint or otherwise transform the boxes into Little Free Libraries. Neighborhood organizations and others will serve as stewards of the libraries to monitor for appropriate materials and replace books as needed. The libraries will be registered with the national organization [littlefreelibraries.org](http://littlefreelibraries.org). Signs that are 2" tall by 8" long and made of aluminum will be provided to each artist to attach and incorporate into their design. The signs recognize the library as part of [littlefreelibraries.org](http://littlefreelibraries.org), which will place it on their national location map.

**Timeline**

Responses due by December 21, 2015 at 2:00 PM

Artists notified by January 15, 2016

Artist will pick up boxes by January 29, 2016

Artist will return completed Little Free Libraries by March 18, 2016

Little Free Libraries will be installed in April 2016 during National Library Month

**Budget**

The budget for this project is \$600 per unit, inclusive of all materials except the structure itself. An Offeror may submit up to six designs and may be chosen to transform more than one box.

## Scope of Services

**A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFUP are those that are set forth in this RFUP and/or below and/or referred to in any way in the sample Contract.**

### **Each Offeror is asked to submit:**

Your Proposal, **one (1) original and six (6) copies**, of the following materials appropriately signed by the artist.

1. Statement of interest, which describes your vision for this project, relative experience, and how your design will highlight the history or identity of the city, the character of its neighborhoods, or encourage use of the little free library.
2. Contact information for two professional references for which you have done design or art work in the last five years.
3. A sketch of your proposed design(s) in the colors you plan to use. You may submit up to six designs.
4. A description of materials to be used and information about the durability of such materials in an outdoor environment.
5. A current resume.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFUP is subject to negotiations with the successful Offeror(s), and final approval by the City.

The City reserves the right to immediately terminate any Contract, with or without cause, upon written notice to the Successful Offeror(s). In the event of such termination, the Successful Offeror(s) will be compensated for services rendered through the date of termination at the rate agreed to and set out in the Contract between the parties.

The City may also request additional information, clarification, or presentations from any of the Offerors.

Enclosed with the RFUP is a copy of the Sample Contract, Attachment A to the RFUP, the Successful Offeror(s) selected for these services will be required to sign, subject to any changes that may be authorized by mutual agreement of the parties. Please review the document carefully.

**All responses to this Request for Unsealed Proposals shall be submitted via mail on or before 2:00 p.m. on December 21, 2015 to the address listed below:**

**Susan Jennings  
Arts and Culture Coordinator  
City of Roanoke  
Department of Economic Development  
117 Church Ave, S.W.  
Roanoke VA 24011**

Proposals received after the specified date and time may not be accepted.

The City reserves the right to reject any or all proposals, to cancel this RFUP, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to multiple Offerors whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Each Offeror who is a stock or Nonstock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFUP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below.

1. The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
2. Reasonable/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror. It is requested that the Provider indicate the expected hourly remuneration for Provider's services.
3. The Offeror's responsiveness and compliance with the RFUP requirements and conditions.

4. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract.
5. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this RFUP.
6. The quality of the design and how it reflects the character, identity and/or history of the city, its neighborhoods or encourages use of the libraries.
7. The quality of Offeror's performance in comparable and/or similar projects.
8. Whether the Offeror can provide the services and/or items in a prompt and timely fashion.

All proposals submitted in response to this RFUP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.

Proposal evaluation and award will be accomplished in accordance with this Request for Unsealed Proposals and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia. General and/or technical questions regarding the Scope of Services and/or items required or procurement questions under this RFUP may be directed to [simone.knowles@roanokeva.gov](mailto:simone.knowles@roanokeva.gov)

Sincerely,

Simone Knowles  
Purchasing Manager

**ATTACHMENT A**  
**Little Free Library Public Art Project**

**RFUP # 16-04-07**

**Sample Contract – Little Free Library Public Art Project**

**THIS CONTRACT**, dated \_\_\_\_\_, 2016, between \_\_\_\_\_, who has an address of \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “Contractor” or ”Artist”, and the **CITY OF ROANOKE, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as “City”;

**RECITALS:**

**WHEREAS**, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary to transform newspaper boxes into Little Free Libraries and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**THAT FOR AND IN CONSIDERATION** of the undertakings of the parties to this Contract, the Contractor and the City covenant and agree, each with the other, as follows:

1. Engagement and Retention of Contractor.

The City agrees to engage and obtain the Contractor and the Contractor hereby agrees to perform the services set forth herein.

2. Scope of Services.

The Contractor agrees to perform and carry out in a good and professional manner those services set out in the Scope of Services included in the City of Roanoke Request for Unsealed

Proposals for Little Free Libraries Public Art Project (Proposal No. 16-04-07), such Request for Unsealed Proposals, including its specifications, being incorporated by reference herein.

3. Compensation.

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$600.00 per box, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

4. Time Period.

The services to be performed hereunder by Contractor shall be undertaken and completed no later than April 1, 2016 and in a timely and expeditious fashion so as to best carry out the objectives of the City.

5. Accomplishment of Project.

Contractor shall commence, carry on and complete the required services with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and all applicable laws. In accomplishing the services, Contractor shall take

such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on by the City.

6. Assignment.

Contractor shall not assign, sublet or transfer interest in this Contract without the written consent of the City.

7. Personnel.

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. All the services required hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

8. Changes.

The City may, from time to time, require changes in the scope of services of Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Contract.

9. Term.

The term of this Contract shall be from \_\_\_\_\_, through April 1, 2016, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.

10. Termination.

The City reserves the right to immediately terminate this Contract, with or without cause, upon written notice to Contractor. In the event of termination by the City, Contractor shall be compensated in accordance with the terms of this Contract to the date of such termination. In addition to any right to terminate, the City may enforce any remedy available at law or in equity

in connection with such default, and Artist shall be liable for any damages to the City resulting from Artist's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Artist's default.

11. Completeness of Contract.

This Contract, the City's Request for Unsealed Proposals for Little Free Libraries Public Art Project (Proposal No. 16-04-07), the Contractor's Proposal, dated \_\_\_\_\_, 2015, and the foregoing documents being incorporated by reference herein, constitute the entire agreement between the City and the Contractor and supersede all prior negotiations, representations or agreements, either oral or written. To the extent of any inconsistency between this Contract and the documents incorporated by reference, this Contract shall take precedence and prevail. This Contract may be amended only by written instrument signed by Contractor and the City.

12. Laws of Virginia.

This Contract shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance.

13. Indemnity.

The Contractor agrees and binds itself and its successors and assigns to indemnify, keep and hold the City and its officers, employees, agents, and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the City. In the event that any suit or proceeding shall be brought against the City or any of its officers, employees, agents, or representatives at law or in equity, either independently or jointly with the Contractor on account of any injury or damage resulting from any act or omission of the Contractor, the Contractor, upon notice given to it by the City or any of its officers, employees, agents, or

representatives, will pay all costs of defending the City or any of its officers, employees, agents, or representatives in any such action or other proceeding, if such suit or proceeding shall have been brought against the City as a result of acts or omissions of the Contractor.

In the event of any settlement or any final judgment being awarded against the City or any of its officers, employees, agents, or representatives, either independently or jointly with the Contractor, as a result of any act of omission of the Contractor giving rise to such settlement or judgment then the Contractor will pay such settlement or judgment, in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

14. Insurance.

Contractor shall be responsible for ALL liability insurance they deem necessary under this contract. The City is not liable under any circumstance.

15. Risk Of Loss.

The Contractor shall bear the risk of loss to the Work or any part thereof including any damages or loss from any cause of any type, loss, theft, mutilation, vandalism, or other damage, including those caused by acts of God, prior to the delivery of such artwork by the City.

16. Ownership Of Work Created For The City.

A. Artist represents and warrants that upon creation of the Work or any part thereof, the Artist will be the sole owner of all intellectual property rights in and to such Work and will hold the complete and undivided copyright interest in and to such Work. In order to transfer joint ownership to the City of such rights, Artist does hereby sell, assign, and transfer to the City,

and further agrees to assign and transfer to the City, a joint ownership interest in and to the Artist's entire right, title, and interest in and to all such intellectual property rights in and to such Work, including the copyright in and to such Work, and any registrations and copyright applications relating thereto and any renewal and extensions thereof. Artist agrees to and shall take any action and execute all documents and perform such other proper acts as the City may deem necessary to secure for the City, all of the joint ownership rights herein transferred. Such transfer of rights shall be effective upon the City's approval of or acceptance of the Work or any part thereof, whichever occurs first.

B. Artist agrees that upon transfer of such joint ownership rights, title, and interest in and to the Work or any part thereof to the City, the City shall be the joint owner, along with the Artist, of all rights of any type, intellectual or otherwise, in and to such Work, including, but not limited to, copyrights and trademarks related to such Work. The City may make photographs or copies thereof, distribute, publicly display, sell, license, and use the Work, or any part thereof, and all of such items as the City deems appropriate, without restriction or limitation on their use and without any cost or additional charges of any type to the City from the Artist. Furthermore, none of the parties shall owe any of the other parties to this Contract any royalty or other payments of any type for such party's use, sale, license, or other use of any of the intellectual property rights referred to in this Section 16. The Artist acknowledges that the Fee provisions in Section 3 of this Contract include compensation to the Artist for the matters set forth in this Section 16.

C. The City will place appropriate signage, as reasonably approved by all parties, on such artwork giving credit to the Artist.

D. All materials and work covered by this Contract, i.e. properly completed and accepted libraries, shall become the property of the City upon final acceptance and approval by the City of the properly completed Work. The Artist warrants that the Artist has good title to all materials, equipment, and supplies which the Artist uses in the Work or for which the Artist accepts payment in whole or in part.

E. The City hereby agrees that the Artist and the City shall be the joint owners of the intellectual property rights set forth above and that the City shall be the sole owner of the little free libraries when such items are transferred to the City pursuant to the terms of this Contract.

17. Contract Subject To Funding.

This Contract is or may be subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies and/or from the Council of the City of Roanoke. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Artist agrees that the City may terminate this Contract on seven (7) days written notice to Artist, without any penalty or damages being incurred by the City. Artist further agrees to comply with any applicable requirements of any grants and/or agreements providing for such funding.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

**(Full Legal Name of Contractor)**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

CITY OF ROANOKE, VIRGINIA

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_  
City Manager or Authorized City  
Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Approved as to form:

Appropriation and Funds Required  
for this Contract Certified:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Director of Finance

Approved as to Execution:

Account # \_\_\_\_\_

\_\_\_\_\_  
City Attorney

CT # \_\_\_\_\_