

“Big Blue Crab” RFP: Terms & Conditions Addendum

Each artist must provide detailed information regarding his or her experience in constructing and installing the finished product as well as a timetable compatible with the timeline developed by the KACB selection committee. The timeline must outline the start date, estimate for the completion of each phase, completion date and the composition of costs. Responsibility for installation of the completed project is solely that of the artist in keeping with State, County and City Standards and Ordinances.

A detailed budget must accompany each submission. It should clearly list cost of materials as well as all costs associated with the construction and installation of the project including subcontractors.

Each artist must carry his or her own health insurance, be bonded and insured, and name KACB on their liability insurance policy as co-insured for this project.

Respondents are required to mail submit five printed copies of their proposals to Keep Aransas County Beautiful / Selection Committee to P.O. Box 1523 Fulton Tx 78358 no later than end of business on September 1, 2019.

About the Organization:

Keep Aransas County Beautiful is a 501(c)(3) non-profit corporation registered in the State of Texas that is run by volunteers. KACB is an affiliate of Keep Texas Beautiful. KACB works closely with Aransas County, State agencies, Aransas County Navigation District, Rockport and Fulton city officials, organizations, businesses and schools to support, sustain, and improve the quality of life throughout Aransas County. Education and action are KACB’s two mainstays. We work to involve people of all ages within our communities to keep our roadways and neighborhoods litter-free and our county’s environment pristine, safe and welcome to humans and wildlife on land, in our waterways, and in our skies.

Performance Standards:

Specifics of performance standards will be included in the Letter of Intent signed by the artist selected by the KACB selection committee.

Those designs submitted as a result of this RFP must meet the safety code standards of Aransas County and the City of Rockport. This includes the artist’s responsibility for installation of the artwork in a manner that prohibits any and all physical contact by members of the public.

The materials used in the creation of the Big Blue Crab artwork must retain original colors and structural integrity regardless of weather-stressed conditions through the duration of its existence barring catastrophic acts of nature.

Terms and Conditions:

Starting date of the project will be not more than 60 days after both the artist and KACB sign off on a Letter of Intent. Depending upon unforeseen circumstances and upon mutual agreement of the KACB selection committee and the designated artist, a specific date beyond that deadline may be negotiated.

The completion date developed from the artist's proposed timeline and negotiations with the KACB selection committee will be determined. Again, due to unforeseen circumstances, a date-specific extension may be set upon the mutual agreement between the artist and the KACB selection committee.

Specific terms and conditions will be spelled out in detail within the Independent Contractor's agreement mutually acceptable to the artist and KACB's selection committee. The Independent Contractor's Agreement shall:

- Stipulate the names of the artist or entity within he/she operates legally as well as KACB's specific hiring authority.
- Detail services being provided, description of the work and specific work to be performed
- State compensation including amounts to be paid at each benchmark in progress towards completion.
- Note starting and ending dates of the project.
- Describe the ability, means of notification and reasons for termination prior to completion of the project.
- Clearly state that no fringe benefits are included in the contract.
- Address the use of assistants and the fact that any compensation due them will come from the artist's compensation.
- Note that neither party, without written permission, is allowed to transfer the right to the completed project or get paid to another party.
- Specify that if another company or person takes over the contractor or hiring company, the agreement shall remain in effect.
- State that previous agreements are no longer valid and that any changes require a written amendment.
- Require that pre-approved expenses and invoices must be submitted otherwise each party is liable for their own out-of-pocket expenses.
- Stipulate that any controversy that may arise is governed by the State of Texas' laws.
- State that any liability in the event that problems arise is the responsibility of the contractor/artist and holds KACB exempt from liability.

- Explain that the artist is responsible for his/her own insurance and is not covered by KACB insurance policies.
- Make clear that the housing and upkeep for the artist and his/her assistants shall be the sole responsibility of the artist.
- State that all notices shall be written and delivered in person, by email, or by mail.
- Demonstrate that each party involved has the power and authority to enter into a binding agreement.
- Explain that should one part of the agreement becomes invalid; the rest of the contract remains legal and valid.
- State that all waivers or release of a claim or right must be done in writing.
- Show that the independent contractor has all registrations, permits and licenses required to complete the project.

Payments and Penalties:

Payment will be forthcoming based on a benchmark/time outlined in the agreement between the chosen artist and KACB. Partial payments can be expected at the start of the project, for materials required (receipts are required for each expenditure), and as each defined benchmark is achieved.

Inadequate work shall be deemed as fraudulent and appropriate penalties levied to include dissolution of the agreement and or legal actions that may apply.

Process Schedule:

RFPs for the Big Blue Crab project shall be distributed starting July 22, 2019 and remain open until September 1, 2019. Responses to the RFP must be submitted to KACB no later than September 1 2019. Artists who indicate their willingness to participate in the selection process have 60 days from the response submission date to prepare their models for inspection by the KACB selection committee. The artist chosen will submit a Letter of Intent to the KACB selection committee outlining the project and responsibilities of both parties. The artist will then submit to the KACB selection committee an Independent Contractor’s Agreement as outlined above.

The intent and content of this RFP and its addendum are understood by the undersigned:

_____ (artist)

_____ (date)

_____ (address)

_____ (telephone & email)

Contact:
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