



Call to Artists Request for Proposals

Alabama Women's Tribute Statue Commission
Commissioned Statues for Rosa Parks and Helen Keller

Issue Date: June 14, 2021

Submission Deadline: All RFP materials must be received by **5:00 p.m. Central time, Tuesday, September 14, 2021**

General Information

Rosa Parks and Helen Keller are exemplary figures of Alabama's history of determination and passion. Rosa Parks' bravery in the face of the Montgomery Bus Boycott has inspired not only Alabamians--but also people around the world--to fight for justice in the face of inequality and discrimination. Similarly, Helen Keller learned to communicate, even in light of her disabilities to both see and hear. Her unique story of overcoming massive social and developmental hurdles has served as an inspiration for people with disabilities and has offered a lesson for all in the capabilities of the human spirit. The legacies of these two women will forever be a vital part of the story of the state of Alabama.

In order to preserve the legacies and these women, and to honor their inspiring stories, Alabama Act 2019-178 created the Alabama Women's Tribute Statue Commission ("AWTSC") to fund, commission, and place statues of Rosa Parks and Helen Keller on the grounds of the Alabama State Capitol.

The AWTSC is issuing this Request for Proposals ("RFP") to artists, including teams of artists, for the submission of their proposals for the design and fabrication of statues of Rosa Parks and Helen Keller to be placed on the grounds of the Alabama State Capitol. Responses may be for the Rosa Parks statue, the Helen Keller statue, or for both.

Specifications for the Project

Rosa Parks

The statue of Rosa Parks will be placed in an area of prominence on the West front of the Capitol facing Bainbridge Street. The Alabama State Legislature has directed that it be designed and created to convey to future generations the importance of Rosa Parks to the State of Alabama, the United States, and the world. The statue should be made of bronze and should closely resemble the general sizes, proportions, and style of statues located in close proximity to this area. A pedestal is required and is a part of this RFP.

Helen Keller

The Alabama State Legislature has requested that the statue of Helen Keller be designed and located in a manner that allows the statue to be readily accessible to, and touchable by, people with disabilities. Although the Alabama State Legislature has directed that the statue should be placed on the grounds of the Capitol, no determination has been made of the location which will best meet the needs of disabled persons to access and touch the statue. Depending on the artist's design, a pedestal may, or may not, be needed.



Site Specifications

Artists shall work with the AWTSC, the Alabama Department of Finance, and the Alabama Historical Commission to determine the location and sizing of the statues. If a site requires grading or other site-specific work, that work is outside the scope of this RFP and will be handled separately. Physical installation of the statues and pedestal(s) are outside the scope of this RFP.

Proposed Project Timeline

RFP Issued	June 14, 2021
RFP Response Submission Deadline	September 14, 2021
Up to Three Finalists Announced	October 5, 2021
Interviews with Finalists are Concluded	October 19, 2021
Commission Award Announced & Contract Executed	November 16, 2021
Statues Completed & Installed	Summer of 2022

The AWTSC reserves the right to alter any of these dates in its sole discretion.

Selection Process

The AWTSC will review all applications and will select up to three artists for follow-up interviews for each statue. In selecting the artists, the Committee members will consider input from the general public, representatives of various community organizations, agencies, and boards. Until a definitive written agreement is entered into, no artist should rely to his or her detriment on this RFP, his or her response to the RFP, or any oral or written discussion with the AWTSC. No rights of any artist are created, and no obligations of the AWTSC shall exist, until a definitive written agreement is entered into. An artist who submits an RFP to design and create both statues may be selected for only one statue, at the discretion of the AWTSC.

The following criteria will be used in selecting the artists for the statues:

1. Demonstrated successful experience on projects of similar scope;
2. Demonstrated experience developing and implementing projects in public spaces with a budget of \$150,000 or greater;
3. Demonstrated experience with statues placed in historic locations;
4. Demonstrated experience and success in designing and fabricating permanent sculptures in outdoor, public locations;
5. Demonstrated success in coordinating project activities with partners and public entities;



6. Ability to meet deadlines of projects of similar scope;
7. Durability of previously-installed outdoor sculptures;
8. Pricing proposal for the project;
9. Ability to fulfill the artistic vision of the AWTSC;
10. Any qualifications or experiences that the AWTSC finds relevant; and
11. Level of expertise and recognition as demonstrated by the following:
 - Portfolio of previous works;
 - Participation in gallery or museum exhibits; and
 - Awards, grants, or other types of recognitions and accomplishments.

Application and Submission Requirements

Application and Submission Requirements

To be considered for this opportunity, each interested artist must submit the following materials by 5:00 p.m. Central time, Tuesday, September 14, 2021:

1. A letter describing the artist's interest in the project, as well as the artist's preliminary vision and plan for the statue(s);
2. A statement explaining which statue the artist hopes to design (submissions may be for one or both statues);
3. A description of the process and method the artist would use to create the statue(s);
4. A proposed budget for the project—detailing the cost for the statue(s), including expenses for a pedestal (see discussion above as to a pedestal for the Helen Keller statue) and other materials;
5. An annotated image list of previous works that includes title, year, dimensions, medium, brief description, photographs, and project cost for each work (not to exceed twenty projects);
6. A professional resume;
7. Name and contact information of at least three individuals who can speak to the range and quality of artist's experience and artwork as well as follow through with commissioned works; and
8. Any other information that the artist feels would be helpful to highlight her or his experience, qualifications, or history of work.

All materials and responses to this RFP may be submitted via email or may be delivered by hand delivery, FedEx, or UPS on a flash drive to the contact listed at the end of this document. All responses must be received by the deadline in order to be considered by the AWTSC.



General Terms and Conditions for this Request for Proposals

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP. *From the release date of this RFP until a contract is awarded, artists that intend to submit, or have submitted, a proposal are prohibited from communicating with any members of the AWTSC or any other representatives of the AWTSC regarding this RFP or the underlying transaction, except the designated contacts at the end of this RFP.*

Questions relating only to the RFP process may be submitted by email to the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of proposals to provide time to develop and publish an answer. A question received after 5:00 p.m. Central time on August 31, 2021 may not be acknowledged. Questions and answers will be published to those artists known to the AWTSC to be submitting proposals. The AWTSC will have knowledge that an artist is submitting a proposal only if an email with such a statement, along with complete contact information, is sent to the contact listed at the end of this document.

2. NON-RESPONSIVE PROPOSALS. Any proposal that does not satisfy the requirements of the RFP may be deemed non-responsive and may be disregarded. However, clarification or supplemental information may be required from any artist, at the absolute discretion of the AWTSC.
3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE. The AWTSC reserves the right to change or interpret the RFP prior to the due date. The AWTSC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. Changes will be communicated to those artists known to the AWTSC to be submitting proposals. Changes to the deadline or other scheduled events may be made by the AWTSC as it deems to be in its best interest.
4. EXPENSES. Artists shall bear all their costs associated with or relating to the preparation and submission of a proposal, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the AWTSC, or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain the liability of the artist, and the AWTSC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an artist in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

Without limitation as to the above, travel and lodging expenses will not be reimbursed.

5. REJECTION OF PROPOSALS. The AWTSC reserves the right to reject any and all proposals and cancel this request if, in the exercise its sole discretion, it deems such action to be in its best interest.

This RFP is not an agreement and is neither an offer nor invitation by the AWTSC to the artists or to any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. **The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each artist should, therefore, conduct his or her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.**



The issuance of this RFP does not imply that the AWTSC is bound to select an artist or to contract with a selected artist for the statues. The AWTSC reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

6. DISCLOSURE STATEMENT. A proposal must include one original disclosure statement as required by Sections 41-16-82, et seq., Code of Alabama (1975) (“Disclosure Statement”). Copies of the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Documents/files/File-AL-Vendor-Disclosure-Statement.pdf>.
7. LEGISLATIVE CONTRACT REVIEW. Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama (1975). The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process. These rules can be found at http://www.legislature.state.al.us/aliswww/JointCommittees/ContractReview/Forms/Comprehensive_Manual.pdf.
8. THE FINAL TERMS OF THE ENGAGEMENT. Issuance of this RFP in no way constitutes a commitment by the AWTSC to award a contract. The final terms of engagement for the artist will be set out in a contract which will be effective upon its acceptance by the AWTSC as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted proposal may be incorporated into the terms of the engagement, should the AWTSC so dictate. Such a contract will include a requirement that the artist carry various types of insurance in amounts deemed sufficient by the AWTSC, and that the AWTSC, its members, and others working on behalf of the AWTSC must be listed as additional insureds on such policies. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreements to pay attorney’s fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.
9. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama (1975), as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION:

As required by Section 31-13-9(b), Code of Alabama (1975), as amended, a contractor that is a “business entity” or “employer”, as defined in Section 31-13-3, Code of Alabama (1975), will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security for that program, and will use that program for the duration of this contract.



CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k), CODE OF ALABAMA (1975):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

10. Public Information. All proposals received and subsequent communications, contracts, reports, and other records developed during the course of the relationship, except as may be specifically exempted, may be subject to the Alabama Open Records Act, Section 36-12-40, Code of Alabama (1975), and may be subject to public disclosure upon request. The Open Records Act is remedial and is liberally construed in favor of the public. The Alabama Trade Secrets Act is codified in Sections 8-27-1 through 8-27-6, Code of Alabama (1975). Responders are cautioned to be familiar with these statutes. The burden is on the one asserting the trade secret to show that the information sought to be protected meets the definition of a "trade secret" as defined in such act.

Any RFP proposal submitted that contains confidential information, trade secrets, or proprietary commercial information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as such. Identification of the entire bid proposal as confidential is not acceptable unless the responder enumerates the specific grounds or applicable laws that support treatment of the entire material as protected from such disclosure according to the foregoing statutes or other applicable law.

The owner of the confidential information shall indemnify and hold the State of Alabama, the AWTSC, and their respective staffs and members harmless from all costs or expenses, including but not limited to attorney fees and expenses, related to any litigation concerning disclosure of said information and documents.

Additional Information

The State of Alabama, and any other party that the AWTSC deems advisable to include in an agreement with an artist, shall hold all copyrights, rights to publish, and any other copyright or trademark interest that may arise in the statues that are created.

Electronic Submission

All materials must be submitted in pdf or word document format. Images may be shared via a Dropbox or Box link if the image size prevents it from being sent via email. All materials and responses to this RFP may be submitted electronically via email, Dropbox, or Box, or may be delivered on a flash drive by hand delivery, FedEx, or UPS to the following contact. In addition, any questions about this RFP or the AWTSC may be directed to:

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