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| PORT OF SEATTLE | REQUEST NO. 22-122 | REQUEST FOR SUBMISSION |
| CPO/PURCHASING | RESTROOM RENOVATION - CONCOURSE D ART | THIS IS NOT AN ORDER |



November 18, 2022
Pier 69
2711 Alaskan Way
Seattle, WA 98121
(PO Box 1209, Seattle, WA 98111-1209)

REQUEST FOR SUBMISSION

The Port of Seattle (the “Port”) herewith solicits Submissions for **RESTROOM RENOVATION - CONCOURSE D ART** (hereinafter referred to as the “Goods”) as specified herein. The Port is seeking visual and multi-disciplinary artists or artist teams to submit framed artworks with UV plexiglass and security hardware for acquisitions to be considered for this permanent art commission within Seattle Tacoma International Airport’s Concourse D. The Port seek artworks that represent, welcome, or support the LGBTQ+ community.

The work must also consider the aesthetic of the facility and redevelopment design. Proposed artworks must also be thoughtful in regard to long term maintenance and conservation. All work must be original and appropriate for public presentation considering the wide range of visitors to the airport. The total budget for this request is \$225,000.00. This total project budget includes taxes, materials, delivery and or shipping costs. Members of the LGBTQ+ community are strongly encouraged to apply.

INSTRUCTIONS: Requests for Submission for furnishing the Goods described below will be received by the Port of Seattle.

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|--|--|---|--|
| Date Prepared: November 18, 2022 | Buyer Contact: Colby Wattling | Buyer Contact Information: Phone: 206.787.5334 Email: wattling,c@portseattle.org | Submission Due: December 9, 2022, 2:00 p.m. PST |
| Delivery Date: Q1 2023 | Questions Due: November 28, 2022, 12:00 p.m. PST | Freight: FOB Destination | |

SUBMITTALS ARE DUE DECEMBER 9TH, 2022 AT 2:00 PM PST. SUBMISSIONS RECEIVED AFTER DECEMBER 9TH, 2022 MAY NOT BE ACCEPTED.

A. SUBMITTAL INSTRUCTIONS

The Port is requiring electronic submittals for this solicitation. Hard copy submittals may not be accepted.

Submittals must be delivered through e-mail to e-submittals-purch@portseattle.org. It is the responsibility of the offeror to ensure timely delivery of submittals.

1. The e-mail submittal shall include **“Submission 22-122 RESTROOM RENOVATION - CONCOURSE D ART”** in the subject line of the submittal e-mail.
2. Late submittals may not be evaluated.
3. All submitted Documents shall become the property of the Port of Seattle at the time of submission opening.
4. Submissions must include signed Submittal Document 1: Submission Form
5. The Port’s e-mail server will not accept files larger than 10 MB. If the Proposal file is larger than 10 MB it shall be sent in multiple emails in accordance with III.B.1.i and be labeled “Email 1 of 5,” “Email 2 of 5,” etc.

DO NOT submit .ZIP files. By Port security policy, all .ZIP file attachments are removed/dropped at the email firewall and will not be accessible as part of your submittal.

B. EVALUATION, SELECTION AND AWARD OF CONTRACT

1. A selection committee of Port of Seattle’s professional staff and members of the regional art community will review the artist’s submittals. Submissions will be evaluated based on professional merit, previous public art projects, experience with unique art installations, ability to collaborate with various Port departments, and the art concept’s adherence to the Port’s request to highlight the strength of the existing collection.

C. EVALUATION OF SUBMISSIONS WILL BE TO DETERMINE THE LOWEST TECHNICALLY ACCEPTABLE SUBMISSION.

- D. Following the receipt of Request for Submission, the Port will initially evaluate whether each submission is responsive. A determination of initial responsiveness will be based upon whether all Request for Submission Documents are included in properly executed form. **PROCEDURE WHEN ONLY ONE SUBMISSION IS RECEIVED:**

In the event that a single responsive Submission is received, the Offeror shall provide any additional data required by the Port to analyze the Submission. The Port reserves the right to reject such Submissions for any reason.

E. REQUIREMENTS:

1. Create a single PDF (titled “artist’s last name, first initial, packet” (doejpacket.pdf)) combining all the requested information in this order:
 - Professional resume/CV (2 page limit) Teams: each team member may submit a resume
 - Contact information of 3 professional references
 - Artist statement (maximum 500 words)
 - 4-6 image samples
 - Title of the piece(s), dimension, date, value and materials

- If selected, submitted artwork shall be framed with UV plexiglass, security hardware and ready for installation by the Port of Seattle. Proposed price shall include all framing, and security materials, art piece and delivery cost.

F. SCHEDULE

November 18, 2022: Request is published nationwide via VendorConnect at:

[Solicitation Detail | VendorConnect - Port of Seattle \(portseattle.org\)](#)

December 9, 2022, 2:00 p.m. PST: RFS submittal deadline.

Week of December 12th: Selection panel reviews submissions.

Week of December 19th: Artists are contacted with selection results.

Q1 of 2023: Project Completion.

These dates provided may be subject to change and are provided for planning purposes only

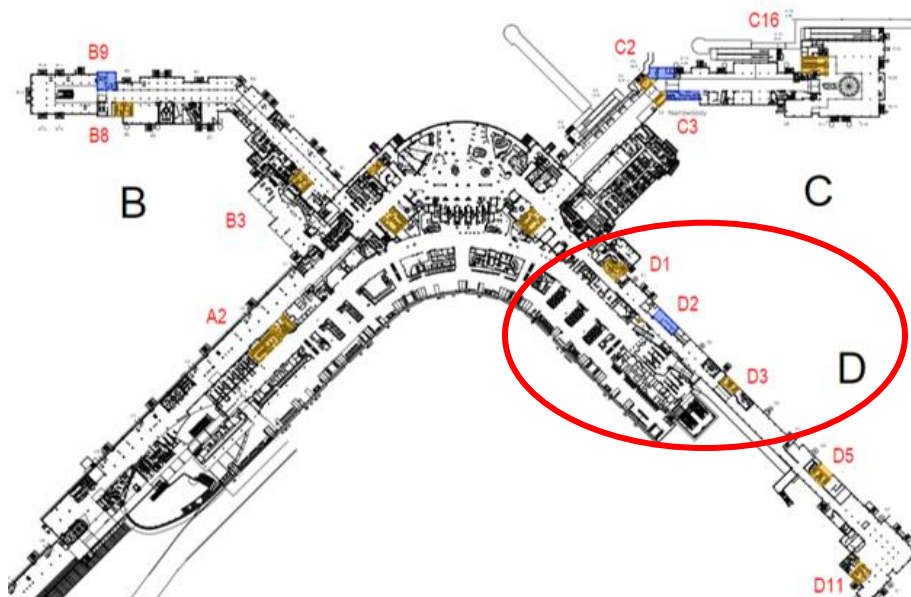
G. PROJECT INFORMATION

SEA prioritizes equity, diversity and inclusion. This All-Gender Restroom is a safe space for everyone, regardless of gender orientation. All people and families may use this restroom. Each stall is private and the sinks/grooming areas are shared spaces.

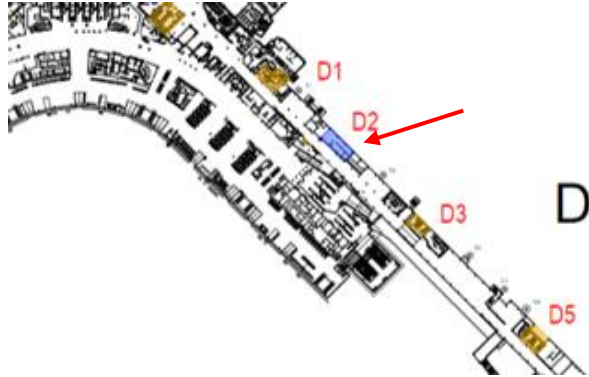
We think of the airport as a microcosm of the region with the main terminal as the heart of the building and each concourse reflects different regional influences that represents the diversity of culture and geography in our region. **D Concourse environmental theme: *East of the Cascade Range***

The restroom renovation project includes one (1) opportunity in D Concourse. The estimated opening date for this restroom is January 2023. The public art completion date is flexible to the project completion date.

D Concourse:



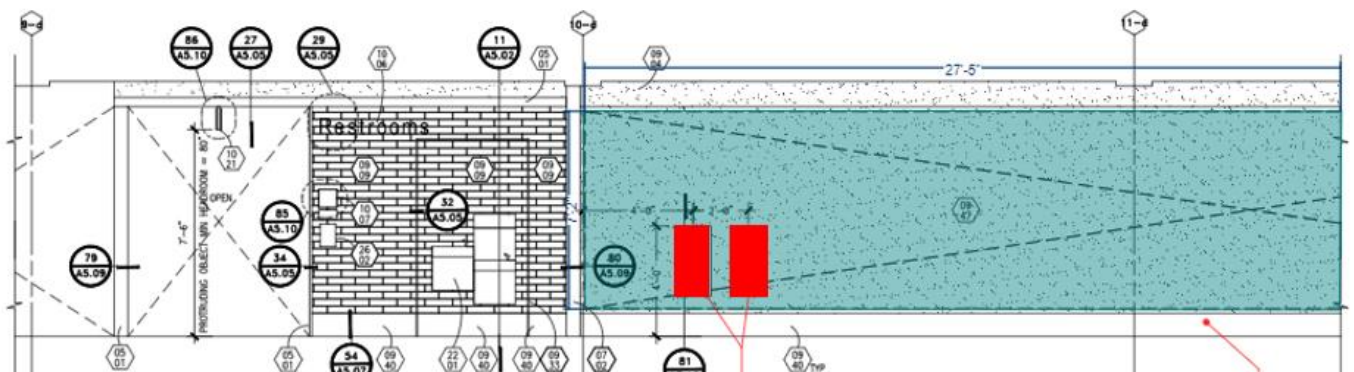
General map of SEA



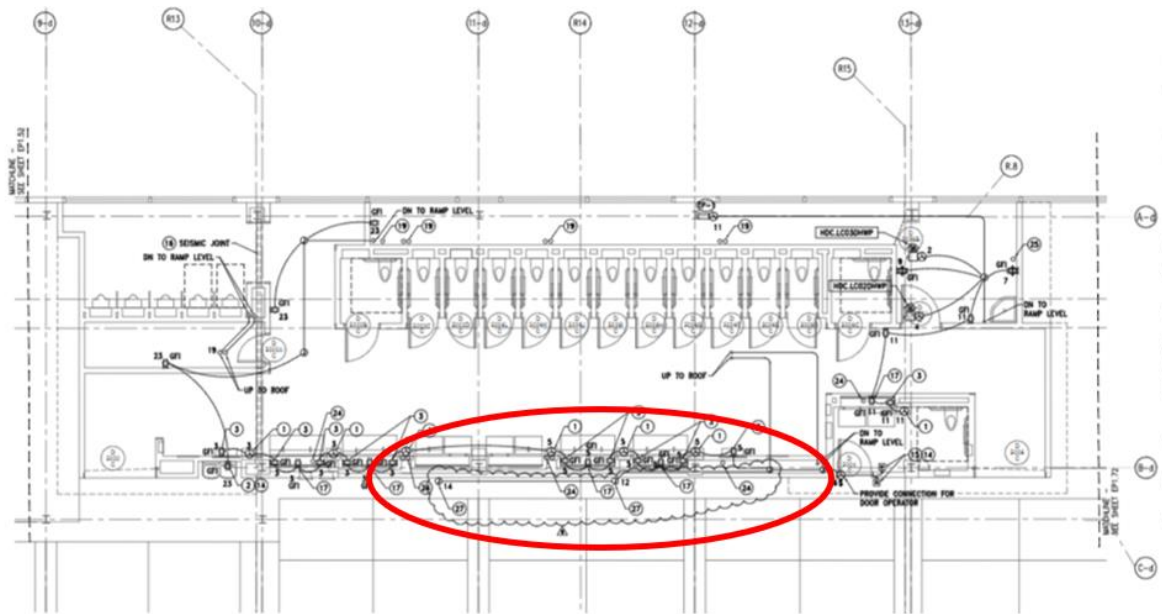
Detail of D Concourse showing the public art opportunity

- Gate D2: One art wall at entrance to restroom (in blue below).
Measurements: 47'6" width x 7'2" height

(1) Art Wall at entrance to Restroom
47'-6" width x 7'-2" height



The two red areas in the drawing above show two cabinets on the exterior wall that cannot be relocated.



Drawing above shows the location of the J-box (for artists submitting qualifications of a digital nature).

TERMS AND CONDITIONS

- 1. ACCEPTANCE:** THIS ORDER IS THE PORT OF SEATTLE'S (PORT) OFFER TO VENDOR. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND ARE HEREBY REJECTED.
- 2. QUALITY STANDARDS:** Special brands, when named, are intended to describe the standard of quality, performance, or use desired. Unless clearly stated otherwise. Vendor's proposed "equal" may be considered by the Port, provided that the Vendor specifies the brand, model, and provides the necessary descriptive literature sufficient to enable the Port to evaluate the proposed equal. If the Port elects to purchase a brand represented by Vendor to be an equal, the Port's acceptance of the item will be conditioned on the Port's inspection and testing after receipt. If, in the sole judgment of the Port, the item is determined not to be an equal, the substitution shall be disallowed, and the item shall be returned at Vendor's expense. If a substitution is disallowed, the Vendor may be directed to provide the special brand originally named without any liability whatsoever to the Port or the contract may be canceled without any liability whatsoever to the Port.
- 3. CHANGES:** No alteration by Vendor of the terms, conditions, delivery, price, quality, quantities, or specifications of either the goods or service for this order will be effective without the prior written consent of the Port. At the Port's sole option, unauthorized alterations will be made entirely at Vendor's risk and expense. The Port may, at any time, by written notice to Vendor, make changes to requirements of this Order including, but not limited to: 1) specifications, designs, drawings, samples, or other descriptions to which the goods or service must conform; 2) methods of shipment or packing; and/or 3) time or place of delivery. Within fifteen (15) days after the Port gives such notice, Vendor shall notify the Port in writing of any increase or decrease in the price of, or the time required for, delivery/performance of any part of this order caused by any such change. An equitable adjustment, if any, in the price or delivery schedule, or both, shall be agreed upon in a written amendment to this order signed by the Port. Nothing in this paragraph, including any disagreement with the Port as to the equitable adjustment, shall excuse Vendor from proceeding without delay to perform this order as changed.
- 4. PRICES:** Vendor warrants that prices of the goods or services charged to the Port do not exceed those charged by Vendor to any other customer purchasing the same goods or services in like or similar quantities.
- 5. AUDIT AND ACCESS TO RECORDS:** The Vendor shall maintain books, ledgers, records, documents or other evidence relating to the costs and/or performance of the Agreement ("records") on a generally recognized accounting basis and to such extent and in such detail as will properly reflect and fully support all fees, costs and charges. With regard to the records, Vendor shall do and require its employees, agents and subcontractors to do the following:
 - a. Make such records open to inspection or audit by representatives of the Port during the term of this Agreement and for a period of not less than three years after the expiration of this Agreement.
 - b. Retain such records for a period of not less than three years after the expiration of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (a) resolution or completion of litigation, claim or audit; or (b) six years after the date of termination of this Agreement.

c. Provide adequate facilities reasonably acceptable to representatives of the Port conducting the audit so that such representatives can perform the audit during normal business hours.

d. Make a good faith effort to cooperate with representatives of the Port conducting the audit. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the persons performing the inspection or audit, and making records available in any format requested by the Port. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the Port's representatives. If the Vendor cannot make at least some of the relevant records available for inspection within seven (7) days of the Port's written request, cooperation will necessarily entail providing the Port with a reasonable explanation for the delay in production of records and an estimated date upon which the records will be provided or made available to the Port.

6. HANDLING: No charges will be paid by the Port for handling, which includes, but is not limited to packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein.

7. DELIVERY: TIME IS OF THE ESSENCE AND THIS ORDER IS SUBJECT TO CANCELLATION BY THE PORT FOR VENDOR'S FAILURE TO DELIVER ON TIME. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval therefore from the Port. The acceptance by the Port of later performance with or without objection or reservation shall neither waive the Port's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

8. SHIPPING INSTRUCTIONS: Unless otherwise specified in this order, all goods are to be shipped prepaid, FOB Destination. When shipping addresses specify room number, Vendor shall make such delivery thereto without additional charge. If the Port grants specific authorization to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the Port as a separate item on the invoice for said charges, less federal transportation tax. It is also agreed that the Port reserves the right, at its sole option, to refuse COD shipments.

9. IDENTIFICATION: The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

10. RISK OF LOSS: Regardless of the FOB Point specified above, Vendor agrees to bear all risk of loss, injury or destruction of goods and services ordered herein which occur prior to full system acceptance by the Port, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

11. FORCE MAJEURE: Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, or railcar transport shortages PROVIDED VENDOR NOTIFIES THE BUYER IMMEDIATELY IN WRITING OF SUCH PENDING OR ACTUAL DELAY. Any extension of time or date of delivery will be limited to the period of time the Port, in its sole discretion, determines the goods or services were delayed.

12. REJECTION: All goods and any services purchased in this order are subject to approval by the Port. Rejection of goods or services, resulting from nonconformity to the terms, conditions, and specifications of this order, whether held by the Port or returned, will be at Vendor's risk and expense.

- 13. PAYMENT:** A separate invoice is required for each order. Vendor shall invoice only for goods that have been delivered or services that have been performed. Prior to invoice, goods and/or services required by this Order shall have been accepted by the Port. If payment structure is other than firm fixed price, Vendor agrees to provide any and all pricing data requested by the Port to support the requested payment amount. Payment shall be net 30 days following acceptance of the goods or services and receipt of a proper, accurate invoice. All payments to Vendor shall be remitted via electronic payment or check.
- 14. TAXES:** Unless otherwise indicated in this order, the Port agrees to pay all applicable State of Washington sales or use tax. The Port is exempt from Federal excise taxes and an exemption certificate will be furnished upon request. The price for goods and services hereunder shall include all other applicable federal, state and local taxes, except those for which an exemption may be claimed by the Port.
- 15. CASH DISCOUNT:** If the Port is entitled to a cash discount, the period for computation of such discount will commence on the date of acceptance of the goods or services, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage to the goods, or non-performance of services, the cash discount period shall commence on the date final approval for payment is authorized by the Port. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, the Port is entitled to a cash discount with the period commencing on the date it is determined by the Port that a cash discount applies.
- 16. INSTALLATION:** If this order requires Vendor to install the goods, such installation services shall be performed in a good and workmanlike manner, and the premises shall be left in a clean condition. Vendor agrees to either repair or compensate the Port, at the Port's option, for any damage done to Port property in connection with the installation.
- 17. WARRANTIES:** Vendor warrants that all goods and services furnished under this order are new unless otherwise indicated in this order, conform strictly to the specifications herein, are merchantable, of good workmanship, free from defect, are fit for the intended purpose for which such goods and services are ordinarily employed and if a particular purpose is stated in a scope of work or other included Supplemental Condition, the goods are then warranted as fit for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacture, production, sale, shipment, installation or use of any of the goods. Vendor's warranties (any more favorable warranties, service policies, or similar undertakings of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.
- 18. LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all goods delivered, or services performed herein are free and clear of all liens, claims, or encumbrances of any kind.
- 19. INDEMNIFICATION AND HOLD HARMLESS:**
- A. Vendor shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from any and all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this order including, without limitation, product liability claims by persons who may subsequently purchase the goods or services from the Port, claims for patent, trademark, copyright, trade or franchising infringement, and from all claims arising from Vendor's failure to comply with this agreement, including paragraphs 24, 25, 26 and 27 of this order). Notwithstanding anything to the contrary in this Section, if and to the extent that this order is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to

Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the Port, and (2) Vendor, its agents, or its employees, it is expressly agreed that Vendor's obligations of indemnity under this paragraph shall be effective only to the extent of Vendor's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require Vendor to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

- B. In any and all claims against the Port, by any employee of Vendor, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of subparagraph "A" above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for Vendor, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the parties hereto that Vendor expressly waives any immunity Vendor might have had under such laws. By executing the order Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.
- C. Vendor shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

20. TERMINATION/CANCELLATION:

- A. **TERMINATION FOR CONVENIENCE.** The Port may terminate this order, in whole or in part, for the Port's convenience at any time and for any reason by giving a written termination notice to Vendor. Vendor shall be paid a sum computed and substantiated in accordance with standard accounting practices for service properly performed and reasonable costs incurred by Vendor prior to the date of termination. THE PORT SHALL NOT BE LIABLE TO VENDOR FOR ANY ANTICIPATED PROFITS ON THE TERMINATED PORTION OF THE ORDER, OR CLAIMS OF UNABSORBED OVERHEAD OR OTHER FIXED COSTS. IN NO EVENT SHALL THE PORT BECOME LIABLE TO PAY ANY SUM IN EXCESS OF THE PRICE OF THIS ORDER FOR THE TERMINATED GOODS OR SERVICES.
- B. **CANCELLATION FOR BREACH.** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of Vendor or its Vendors, services, or subcontractors, the Port shall be entitled, by written or oral notice to the Vendor, to cancel all or any part of this order for breach of any of the terms of this order, and to have all other rights against Vendor by reason of Vendor's breach as provided by law. A breach shall mean any one or more of the following events (i) Vendor fails to make delivery of any of the goods or perform the service by the date required or by such later date as may be agreed to in a written amendment to the order signed by the Port; (ii) Vendor breaches any warranty, or fails to perform or comply with any requirement, term or condition contained in the order; (iii) Vendor makes any general assignment for the benefit of creditors; (iv) in the Port's sole opinion, Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (v) Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or (vi) any receiver, trustee or similar official is appointed for Vendor or any of Vendor property. If it is found that the Vendor was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 20.A.

21. REMEDIES: Any decision by the Port to pursue any remedy provided for in paragraph 20.A and 20.B herein shall not be construed to bar the Port from the pursuit of any other remedy provided by law or equity in the case of similar, different or subsequent breaches of this order.

22. WAIVER: Failure at any time of the Port to enforce any provision of this order shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term

or condition of this order shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

- 23. PARTIAL INVALIDITY:** If any provision of this order is or becomes void or unenforceable by force or operation of law, all other provisions of this order shall remain valid and enforceable.
- 24. COMPLIANCE WITH ALL LAWS:** Vendor shall comply with all applicable federal, state and local laws, statutes, rules, regulations ordinances, and orders.
- 25. NON-DISCRIMINATION POLICY:** It is the basic policy of the Port of Seattle to provide equal opportunity to the users of all Port services and facilities and all contracting entities. Specifically, the Port will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state and federal laws. The equal opportunity principles in employment and subcontracting described in this policy shall apply to the Port's employees, customers, consultants, contractors, subcontractors, and suppliers to the extent possible as required by law. Submission of a properly executed contract constitutes a contractual commitment to the terms of this policy.
- 26. HAZARDOUS MATERIALS:** If this order covers goods which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the Port with copies of Material Safety Data Sheets ("MSDS") for such chemicals. These sheets shall be in the form then required by applicable law or regulation (see WAC296-901-14014). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.
- 27. PUBLIC DISCLOSURE:** As a public agency, the Port is subject to public disclosure laws. Vendor agrees that pursuant to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington, the Port may be required to disclose information provided by Vendor. The Port will determine whether any requested documents should be disclosed. In no event shall the Port be liable to Vendor for disclosure of Vendor's documents and information it deems disclosable under the law.
- 28. GOVERNING LAW/VENUE:** The laws of the State of Washington shall govern disputes concerning this order and the venue of any action relating hereto shall be in the state or federal courts located in King County, Washington.
- 29. ANTITRUST ASSIGNMENT CLAUSE:** Vendor and the Port recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Port. Vendor therefore hereby assigns to the Port any and all claims for such overcharges as to goods purchased in connection with this order, except as to overcharges which result from antitrust violations commencing after the price is established under this order and which are not passed on to the Port under an escalation clause.
- 30. SUBCONTRACTING/ASSIGNMENT:** Vendor shall not subcontract or assign its obligations under this order without the prior written consent of the Port.
- 31. PORT'S AGENT:** The Port's agent, who shall be the Vendor's sole contact with the Port for all matters pertaining to this order shall be the Port's Buyer.

- 32. WASHINGTON STATE INTERLOCAL COOPERATIVE ACT:** Pursuant to the Washington State Interlocal Cooperative Act (RCW 39.34), other public agencies contracting with the Port may purchase goods and services on this solicitation or contract in accordance with terms and prices indicated therein.
- 33. ENTIRE AGREEMENT:** This order constitutes the entire understanding between the Port and Vendor with respect to the purchase and sale of the goods and any services and supersedes all previous negotiations, commitments and writings with respect thereto. Through performance of this order, the Vendor agrees to these terms and conditions and further agrees that they supersede any Vendor terms and conditions contained in any Vendor submission, regardless of whether the related Vendor submission is signed by the Port.

**22-122 RESTROOM RENOVATION - CONCOURSE D ART
SUBMITTAL DOCUMENT 1: SUBMISSION FORM**

Company: _____

(Type or Print Company Name)

OFFER TO THE PURCHASING OFFICE, PORT OF SEATTLE

In compliance with the above, the undersigned supplier offers and agrees to furnish all items delivered at the designated point, within the time specified.

| | | |
|---|-------|--------------|
| Name of Firm/Artist Submitting: | | Date: |
| By (Type or Print Name): | | Title: |
| Authorized Signature (Must be signed in full in ink): | | Telephone # |
| Email: | | Fax # |
| Address: | City: | State & Zip: |

For any questions regarding this Request for Submission, please contact Colby Wattling 206.787.5334, wattling.c@portseattle.org.