



## **2026 FINDERS KEEPERS REQUEST FOR PROPOSAL**

### **EXPLORE LINCOLN CITY**

**City of Lincoln City**

### **RFP SCHEDULE**

<b>Request for Proposals Issued</b>	<b>August 8, 2025</b>
<b>Request for Proposals Due</b>	<b>September 5, 2025, 5:00 PM</b>
<b>Review of Proposals and Samples</b>	<b>September 8-12, 2025</b>
<b>Notice of Intent to Award Contract</b>	<b>September 15-19, 2025</b>
<b>Anticipated Contract Start Date</b>	<b>October 2025</b>



## **2026 FINDERS KEEPERS REQUEST FOR PROPOSAL**

### **Project Description:**

Explore Lincoln City is requesting applications from prospective glass artists for the total combined production of 3,031 numbered hand-blown glass floats for the 2026 Finders Keepers season. An additional approximate 110 unnumbered hand-blown glass floats will be contracted for promotional use. Multiple artists will be selected.

Finders Keepers is an annual promotion, which began in 1999, when a local artist first thought of glass floats as an intriguing way to launch the new millennium. Lincoln City sponsored the project, hosting the inaugural season in 1999-2000. Tourists continue to come from around the country to search for their own brightly colored, signed and numbered glass float.

Finders Keepers Mission Statement: Finders Keepers is a personification of the unique, authentic, treasured experiences to be found only in Lincoln City. Finders Keepers is a combination of the magic of hiding glass art on the beach and the excitement of finding treasure.

The Finders Keepers program is a celebration of Oregon Coast heritage, paying homage to years gone by when Japanese glass floats once regularly washed up on Lincoln City shores. Japanese floats have long since vanished, but Finders Keepers stepped in to reinvent this traditional treasure hunt with contemporary works created by Pacific Northwest artists. 2025 was the 25th Anniversary of Finders Keepers.

### **Scope of Work:**

Contracted Finders Keepers glass artists will produce both numbered and unnumbered glass floats. Numbered floats will be dropped on the beach by volunteer Float Fairies for visitors to find and keep. Unnumbered floats will be used for various promotional activities throughout the year. Bidding artists should indicate in their application how many total floats they would like to produce for the 2026 program. Such a request is not a guarantee of the final contracted number.

Upon award, Explore Lincoln City will work with glass artists to acquire the necessary documentation for the contracted agreement. This includes a W9, Business Registry with the Oregon Secretary of State, Occupational Tax Permit (if needed) and liability insurance certificate with minimums for coverage.

Glass floats must be produced with the following characteristics:

- Individualized, varied, unique and creative.



- A minimum of two colors or shades of colors with a consistent uniform design. Clear glass would not be considered as a color.
- A unique and interesting pattern.
- Spherical in shape and able to be free standing on a flat surface.
- Weight should not be over 16 ounces, but floats must be durable enough to survive transport and reasonable storage and placement on the beach.
- Size not to be smaller than 4-1/2" nor larger than 6" in diameter.
- Legible etching on each glass float indicating the studio name and number (unless specified as unnumbered) is necessary for accurate tracking once floats are placed on the beach and registered by visitors. A 2026 stamp will be supplied to use as the button seal and will need to be returned to ELC upon contract completion.
- Unnumbered glass floats will be used for photography, display and promotional purposes. Please make sure the unnumbered floats are individualized, unique and varied.

Glass artists who are awarded a contract should provide an Artist Biography that will be used by Explore Lincoln City for both promotional and individual float registration materials.

Prior to January 2026, glass artists will be asked to sign and return a Certificate of Authenticity for each glass float that is contracted. These certificates will be provided by Explore Lincoln City. All glass float registrations will be managed by Explore Lincoln City.

Once contracts are awarded and signed, each glass studio will be expected to follow a personalized delivery schedule throughout the program year. If for some reason, circumstances prevent the artist from being able to meet their personalized delivery schedule, please notify Explore Lincoln City in advance. Explore Lincoln City will review any potential changes to the delivery schedule on a case-by-case basis.

Selected artists will be featured on the 2026 Finders Keepers Poster, the Explore Lincoln City website and may also be included in other promotional materials related to the program.

Explore Lincoln City will pay the contracted studios \$30.00 per glass float. Explore Lincoln City and the City of Lincoln City standard is payment of vendors for goods and services by check net 30 days from receipt of invoice.



Please note that Explore Lincoln City reserves the right to reject any and all floats that do not meet the program requirements and replacements will be requested. Within a reasonable standard, Explore Lincoln City will reject any floats that do not withstand the delivery or storage process. If replacements are not provided, the artist forfeits payment for those floats. Please see Attachment A for photos of sample floats that meet the quality standards for the Finders Keepers program.

### **Special Drops:**

In addition to numbered and unnumbered floats, Explore Lincoln City will contract with glass artists to produce a series of glass floats for special drops. Five special drops throughout the year will feature a total of 241 contracted glass floats with a unique pattern and theme from regular floats.

- January 2026 – Opening Weekend of Finders Keepers 2026
- April 2026 – Earth Day
- June 2026 – Chinook Winds Casino Resort 31st Anniversary
- September 2026 – Fall Kite Festival
- October 2026 – Halloween

If you wish to be considered for one of the special drops listed above, please provide an additional sample that exemplifies the special drop theme of your choosing. Once special drops are contracted, specific thematic elements for each drop will be agreed upon. We ask that you use these specific thematic elements for just the special drop floats and do not duplicate their likeness during the 2026 season.

### **Selection Process:**

Explore Lincoln City will convene a selection committee to review the proposals, float samples, and select the award recipients. The total number of contracts awarded will be determined based on the required number of floats, the strength of applications, and what is best for the integrity of the Finders Keepers program. The number of floats awarded per contract, and the awards for special drops, will be based on artist proposal and judging results.

Selection will be based on a combination of the following:

- Overall assessment - Suitability of artist/business for the program.
- Float appeal – adherence to ideal characteristics identified under the Scope of Work and listed in Attachment A and qualitatively on artistic expression.



- The criteria used to evaluate the samples will include, but not be limited to, the following:
  - Color Variety (A minimum of two colors or shades of colors with a consistent uniform design. Does the sample meet the standards laid out in this RFP?)
  - Circular Shape (Is the sample spherical in shape?)
  - Weight of Glass (Is the sample thick enough to withstand transport and storage?)
  - Size (Did the sample meet the size requirements?)
  - Creativity/Artistic Expression (Does the sample stand out as unique and interesting?)
- Adherence to City of Lincoln City contract agreements and compliance with Lincoln City and State of Oregon laws and regulations is critical to the success of Finders Keepers. Past adherence to these factors will be evaluated for proposal applicants who have previously contracted with Explore Lincoln City.

**Instructions for Submission:**

- Complete and submit the application along with three unnumbered glass float samples. We ask that samples be of your best work, but also to be an accurate representation of the floats you would deliver for the program. Samples will be returned if an artist is not selected. Proposal applications without samples will not be considered. A stamp of your choice can be used for the samples, as long as your studio name is etched at the base along with the year 2026. Contracted studios will have the option of using their sample floats for display purposes or creating new ones for display. Please be sure to indicate the number of floats you would be capable of producing.
- Glass artists who have not submitted an application in prior years should include a statement of experience and two references.
- Please complete the application and submit three glass float samples by September 5, 2025 by 5:00 PM.
- Direct your submission to:  
Explore Lincoln City  
Attn: Finders Keepers 2026 RFP  
801 SW Hwy. 101, Suite 401  
Lincoln City, OR 97367



- Questions regarding this Request for Proposal can be directed to Tyrel Trainor, Financial Projects Manager/ Office Manager, Explore Lincoln City at (541) 996-1272 or [ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org).





**Attachment A**  
**Quality Standards**



The glass floats pictured above exemplify the quality standard expected for the Finders Keepers program:

- Spherical in shape, yet free standing on a flat surface.
- Minimum of two colors or shades of colors with a consistent uniform design. Clear glass not considered as a color.
- Are 4.5 to 6 inches in diameter.



- Do not weigh more than 16 ounces each yet durable enough to survive transport and reasonable storage and placement on the beach.
- Are varied and unique.
- Have the studio name and number clearly visible/legible at the base of the float.

Artists are encouraged to impart their individual style and artistic talent; however, floats should meet the quality standards identified above.





Attachment B

**SAMPLE CONTRACT AWARD AGREEMENT**



Contract Title: Finders Keepers Glass Float Production

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of LINCOLN CITY, by and through Explore Lincoln City, a municipal corporation, hereinafter referred to as the "City," and NAME OF GLASS STUDIO hereinafter referred to as the "Contractor."

#### RECITALS

- A. The City desires to engage the Contractor for the purposes more particularly described in the Scope of Work, a copy of which is attached hereto, as Exhibit A; and
- B. Contractor has the training, experience and expertise to perform such work and is willing and qualified to perform such services; and
- C. Contractor represents that Contractor is a person or other legal entity registered to do business in the State of Oregon, and that the Contractor is exempt from or will pay prior to commencing services, the applicable City Occupational Tax; and
- D. The subject contract is for: NUMBER OF GLASS FLOATS for the Finders Keepers season and is estimated to be for: TOTAL AMOUNT HERE
- E. The subject contract is for Personal Services and meets the definition in Lincoln City Municipal Code (LCMC) Section 2.05.090; and
- F. Pursuant to LCMC 2.05.090.D the Lincoln City VCB sought three (3) competitive bids and selected the Agency from the qualified applicants.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

The Recitals set forth above are true and correct and are incorporated herein by this reference.

1. SCOPE OF SERVICES: Contractor shall perform the services set forth in Exhibit A, attached hereto and made a part hereof by this reference. If the Contract Documents require approval of any act, document, or work product, the request for City approval must be given in the same manner as notices required herein.
2. STANDARD TERMS AND CONDITIONS: This Contract is subject to the standard terms and conditions, as applicable, set forth in Exhibit B, attached hereto and made a part hereof by this reference.
3. CONTRACT ADMINISTRATION: Kim Cooper Findling is the City Contract Administrators for this Agreement. The Contract Administrator is authorized to oversee Services and approve payment for Services. City shall give Contractor prompt written notice of any re-designation of its Contract Administrator. NAME OF GLASS ARTIST is the Contractor's Project Representatives for this Agreement. In the event that Contractor's designated Project Representative is changed, Contractor shall give City prompt written notification of such re-designation. In the event that City receives any communication from Contractor which is not executed by Project Representative, City may request clarification by Contractor's Project Representative, which shall be promptly furnished.



4. EFFECTIVE DATE AND DURATION: This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or December 31, 2026 whichever comes first. Contractor shall initiate services immediately upon receipt of City's notice to proceed or receipt of an executed copy of this Agreement. All work under this Agreement shall be completed prior to the expiration of this Agreement.
5. COMPENSATION: The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract. City agrees to pay Contractor not to exceed TOTAL AMOUNT HERE for performance of those services described in the Scope of Work, which payment shall be made [ ] upon completion of services or [X] on an installment basis based on invoice. Payment by City to Contractor for performance of services under this Agreement, which includes all expenses incurred by Contractor, with the exception of expenses, if any, specifically identified in this Agreement as separately reimbursable. Compensation is also subject to the additional standard terms, as applicable, set forth in the Standard conditions, Exhibit B.
6. OWNERSHIP OF WORK PRODUCT  
City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any recordings, records, computations, plans, documents, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.
7. ASSIGNMENT/DELEGATION  
Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City. Contractor shall be solely responsible for and

indemnify and defend City against any liability, cost or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Contractor under this Agreement. Unless otherwise specifically agreed to by City, Contractor shall require that subcontractors also comply with the terms and provisions of this contract.

8. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:



Contractor shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Contractor's responsibilities. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

- A. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing. If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
  
- C. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

## **9. INDEMNIFICATION**

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in



connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence or malfeasance of the City and its employees. Contractor expressly waives and relinquishes any right to indemnification or defense pursuant to ORS 30.285 and ORS 30.287. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

#### **10. INSURANCE**

Unless expressly waived or reduced as provided herein, Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Insurance shall be in the amounts and pursuant to the terms specified in Exhibit C, attached hereto and made a part hereof by this reference.

*INSURANCE NOTE: The City Contracting Officer may waive or reduce Insurance requirements pursuant to LCMC 2.05.090.J. Any such waiver or reduction must be accompanied by the signature of the Department Head and the Contracting Officer (City Manager).*

*The City Attorney does not recommend any waiver or reduction of Insurance requirement. Workers compensation insurance shall not be waived. At a minimum, personal injury and property damage insurance should not be less than the limits set by the Oregon Tort Claim Act: [http://courts.oregon.gov/OJD/courts/circuit/tort\\_claims\\_act.page](http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page)*

*City Sponsored Event Insurance Waiver:*

*Department Head Signature: \_\_\_\_\_*  
*Contracting Officer Signature: \_\_\_\_\_*

*The Insurances required by Exhibit C shall be waived if the City Department Head and City Manager have signed above, indicating the City is providing insurance for the Contract because it is part of a City-Sponsored event. Confirmation of CCIS coverage (e.g. as evidence by a certificate of Insurance) must be attached.*

#### **11. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:



CITY OF LINCOLN CITY

Kim Cooper Findling EXPLORE LINCOLN CITY 801 SW HWY. 101, Suite 401 LINCOLN CITY, OR 97367	Ph: 541-996-1271 Fax: 541-994-2408  Email: kcooperfindling@lincolncity.org
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NAME OF GLASS ARTIST  
NAME OF GLASS STUDIO  
ADDRESS  
CONTACT INFORMATION

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

## **12. TERMINATION WITHOUT CAUSE**

- A. At any time the parties may by mutual agreement consent to termination of the contract.
- B. At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

## **13. TERMINATION WITH CAUSE**

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
- 1) If City funding from federal, state, local, or other sources is not obtained and continued, or in the event of a non-appropriation during the budget process, such that funding is not continued at levels sufficient to allow for the purchase of the indicated quantity of services, this Agreement shall be modified or terminated to accommodate the non-appropriation or reduction in funds, without penalty or expense to City.
  - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
  - 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
  - 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is



appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Except as otherwise provided or limited, any such termination of this agreement under paragraph A. shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B.** City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:
- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
  - 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
  - 3) The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by

City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

- C.** Contractor, by written notice of default (including breach of contract) to City, may terminate the whole or any part of this Agreement, if in the event of substantial failure of the City to perform in accordance of the terms of this contract, (specifically payment) and through no fault of the Contractor, after receipt of written notice from Contractor, City fails to correct such substantial failures within ten (10) days or such other period as Contractor may authorize.

#### **14. ACCESS TO RECORDS / AUDIT**

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate





expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

**15. FORCE MAJEURE**

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**16. CORRECTION OF ERRORS AND NON-WAIVER**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

**17. EXTRA (CHANGES) WORK**

This contract is for the Scope of Work described in Exhibit A. Only the Contract Administrator may authorize extra (and/or change) work. Failure of Contractor to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**18. WARRANTIES**

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

**19. ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.



**20. GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**21. SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

**22. COMPLETE AGREEMENT**

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written

CONTRACTOR

CITY OF LINCOLN CITY

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*Signature*

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*Signature*

Kim Cooper Findling,

NAME OF GLASS ARTIST  
GLASS STUDIO NAME

Director, Explore Lincoln City

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*Date*

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*Date*

CITY OF LINCOLN CITY

APPROVED AS TO FORM:

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*Signature*

City Manager, City of Lincoln City

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CITY ATTORNEY - *Signature*

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*Date*

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*Date*

ATTACHMENTS:

[Exhibit A - Scope of Work and Pricing/Cost Estimate]

[Exhibit B - Standard Contract Conditions]

[Exhibit C - Insurance Requirements]

[Exhibit D - Insurance Certificate]



## SCOPE OF WORK

DATE

NAME OF GLASS STUDIO

GLASS ARTIST NAME

RE: Finders Keepers Glass Float Scope of Work

Dear GLASS ARTIST:

Thank you for agreeing to create original glass floats for Explore Lincoln City's (ELC's) 2026 Finders Keepers program year.

NAME OF GLASS STUDIO represented by NAME OF GLASS ARTIST, agrees to provide Lincoln City with NUMBER OF GLASS FLOATS multi-colored, hand-blown glass floats, which meet the following terms and requirements:

Artist agrees to produce NUMBER OF GLASS FLOATS:

- A minimum of two colors or shades of colors with a consistent uniform design. Clear glass would not be considered as a color.
- Floats must be spherical in shape, but free standing on a flat surface.
- Floats must not weigh more than 16 ounces each, but floats must be thick enough to survive transport and reasonable storage.
- Floats must be varied and unique.
- All numbered floats must be no smaller than 4-1/2" and no larger than 6" in diameter.
- Each artist must sign, stamp and number each float. A 2026 glass float stamp will be supplied to use as the button seal. Stamp is exclusively for floats made for the ELC and should not be used in other work. Stamp must be returned to the ELC upon project completion. Artist agrees to relinquish all rights to them and their design to the City of Lincoln City.
- Each artist must supply a biography to be used in promotional material and for individual float registration. Registration will be the responsibility of the ELC.
- Each artist must sign and return a certificate of authenticity for each float that is numbered. Certificates will be supplied by ELC.



Artist agrees to produce NUMBER OF GLASS FLOATS numbered glass floats:

- Identical to the above described float requirements.
- NUMBER OF GLASS FLOATS floats must be no smaller than 4-1/2" and no larger than 6" in diameter.
- Floats are stamped and numbered.
- Certificates will be supplied by ELC.
- Floats will be used for a NAME OF SPECIAL DROP special drop.

Artist agrees to produce NUMBER OF GLASS FLOATS unnumbered glass floats:

- Identical to the above described float requirements.
- NUMBER OF GLASS FLOATS floats must be no smaller than 4-1/2" and no larger than 6" in diameter.
- Floats are stamped but unnumbered.
- Certificates will be supplied by ELC.

Artist agrees to produce 3 unnumbered glass floats for display purposes:

- Identical to the above described float requirements.
- 3 floats must be no smaller than 4-1/2" and no larger than 6" in diameter.
- Floats may be stamped but unnumbered.
- Certificates of authenticity are not required.

Artist agrees to follow the delivery schedule provided to them by ELC to the best of their ability and to coordinate with ELC in advance, should any scheduling conflict arise.

Floats are to be your original creation, not based on any other person's work.

Artists will be held to the standard of quality demonstrated in the sample floats provided. The ELC reserves the right to reject any and all floats that are not comparable in quality to the samples provided or do not meet the above requirements. Within a reasonable standard, the ELC will reject any floats that do not withstand the delivery or storage process. At the expense of the artist, replacements for rejected floats will be requested. Rejected floats must be replaced with a conforming set of floats during the next scheduled shipment of floats, or within 14 days, whichever occurs last. If replacements are not provided, the artist forfeits payment for those floats and may impact selection for future program participation. The ELC agrees not to use its rejection power in an unreasonable manner.



Artists are required to provide three unnumbered floats that are no smaller than 4-1/2" and no larger than 6" in diameter, for purposes of display during the program season. You supplied all three display floats with your RFP. Please remember to invoice ELC for the display floats. If you wish to substitute other floats for your samples, you are welcome to do so.

Lincoln City agrees to pay you \$30.00 for each float per invoice, payable net 30 days upon receipt of invoice. This Agreement is for NUMBER OF GLASS FLOATS numbered floats, NUMBER OF GLASS FLOATS unnumbered floats, and 3 display floats and a total of TOTAL AMOUNT for delivery charges. This will be a total of NUMBER OF GLASS FLOATS and grand total of TOTAL AMOUNT HERE. If shipment is late, payment will be made on net 30 days upon receipt of invoice.

The schedule for delivery of your floats and number assignments for the numbered floats are attached to this Agreement. Please include an invoice with each delivery. All terms of the Bid Proposal and responses are incorporated herein.

If for any reason your studio name, address or email changes, please inform the ELC immediately so that communication between parties can remain intact. If any business information has changed, please submit an updated W-9 form to the ELC immediately. This Scope of Work is included in your Personal Services Agreement. If you have any questions or concerns, please do not hesitate to contact me. If you choose to not participate, please inform the ELC immediately.

Thank you again for your participation. We look forward to a successful and fun event.

Sincerely,

Tyrel Trainor  
Financial Projects Manager/Office Manager  
Explore Lincoln City,  
City of Lincoln City  
[ttrainor@lincolncity.org](mailto:ttrainor@lincolncity.org)  
541-996-1272



## STANDARD CONDITIONS, AS APPLICABLE [PERSONAL SERVICE]

**Contract Requirements.** As applicable under Oregon law and Lincoln City Municipal Code, Contractor shall comply with the provisions of this section. These provisions shall also apply to, and be incorporated into, any agreement by subcontractor to provide services to Contractor for the project.

**Installment Payment Option:** When the parties agree that an installment payment arrangement will be used, payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

**Release / No Waiver:** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

**Payment for Labor and materials.** Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

**Hours of Labor.** If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be





paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

Medical Care and Workers Compensation. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

Contractor shall provide workers compensation coverage for all persons on the work to be done under the contract as provided in ORS 656.017 or ORS 656.126.

Compliance with Applicable Federal, State and Local Laws / Non-Discrimination.

This Agreement will be interpreted and construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state and local laws regardless of whether they are set forth verbatim in the Contract Documents including, but not limited to the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding as well as those applicable provisions of State law contained in ORS 279A, ORS 279B, and ORS 279C.

Any Agreement provisions required by ORS Chapter 279B to be included in this public contract are incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

Contractor is solely responsible for obtaining any required certificates, licenses, permits or approvals which Contractor is required to obtain to perform the Scope of work set forth in this Agreement. This provision expressly applies to use of Copyrighted or Trademarked materials by Contractor. Contractor shall be solely responsible for obtaining permission to use copyrighted or trademarked work and to pay all such costs, fees or royalties necessary to perform the work specified in the Scope. Contractor shall indemnify and defend City from any claim or action as relates to infringement or improper use, s more fully set forth in the Indemnification Section of this contract.



Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

#### Confidentiality

Contractor shall maintain confidentiality of any private confidential information and any public information exempt from disclosure under state or federal law to which the Contractor or its agents may have access by reason of this Agreement. Contractor warrants that its employees and agents assigned to work on services provided in this Agreement shall maintain confidentiality. All terms with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### Suspension of Services

City may suspend, delay or interrupt all or any part of the services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Contractor's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Contractor.

### LINCOLN CITY PUBLIC CONTRACT INSURANCE REQUIREMENTS

**Required Insurance:** Contractor shall obtain at Contractor's sole expense the insurance specified herein prior to performing under this Agreement, and shall maintain the insurance required in full force at Contractor's sole expense throughout the duration of this Agreement and any warranty periods. Insurances shall cover all activities of the contractor arising directly or indirectly out of Contractor's work

performed hereunder, including the operations of its subcontractors of any tier. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by intentional misconduct, negligence or neglect connected with this contract.

**Insurance Carrier Rating:** Insurance provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. Contractor shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.



The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

#### 1. WORKERS' COMPENSATION

All employers, including CONTRACTOR, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). CONTRACTOR shall require and ensure that each of its SUBCONTRACTORS complies with these requirements. Out-of-state employers must provide workers' compensation coverage for their workers which fully complies with ORS 656.126 and other applicable provisions of Oregon Law.

#### 2. MINIMUM PROFESSIONAL LIABILITY

☐ NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver

Department Head Signature: \_\_\_\_\_

Contracting Officer Signature: \_\_\_\_\_

Professional Liability Insurance: If applicable, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

#### 3. MINIMUM COMMERCIAL GENERAL LIABILITY

☐ NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver

Department Head Signature: \_\_\_\_\_

Contracting Officer Signature: \_\_\_\_\_

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this contract as well as personal injury liability, products and completed operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Required Insurance coverage may be increased at the discretion of the City Manager. *In no event* shall Property and Personal Injury Limits be less than limits established by the Oregon Tort Claims Act for the fiscal period:

Personal Injury: Combined single limit for any single claimant per occurrence:



From July 1, 2025 to June 30, 2026:

\$879,200.

July 1, 2026 and thereafter, the adjusted

limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311), codified at ORS 30.272 (2009 Edition).

Aggregate limit for all claims per occurrence:

July 1, 2025 to June 30, 2026:

\$1,758,300.

July 1, 2026 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311), codified at ORS 30.272 (2009 Edition).

Property Damage: Combined single limit for any single claimant per occurrence:

July 1, 2025 to June 30, 2026:

\$144,200.

And from July 1, 2026 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws, 2009, chapter 67, section 5 (Senate Bill 311), codified at ORS 30.273.

Aggregate limit for all claims per occurrence:

July 1, 2025 to June 30, 2026::

\$721,000.

And from July 1, 2026 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws, 2009, chapter 67, section 5 (Senate Bill 311), codified at ORS 30.273.

#### 4. AUTOMOBILE LIABILITY INSURANCE

☒ NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver

Department Head Signature: \_\_\_\_\_

Contracting Officer Signature: \_\_\_\_\_

Automobile Insurance: Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Aggregate limit shall not be less than \$2,000,000. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

#### 5. ADDITIONAL INSURED



The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the City of Lincoln City, its officers, employees and agents as Additional Insured(s) with respect to activities to be performed under or arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The parties expressly agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

#### 6. NOTICE OF CANCELLATION OR CHANGE

There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice from Contractor or its insurer to City. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement by City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

#### 7. PROOF OF INSURANCE

As evidence of the insurance coverage required by the contract, the Contractor

shall furnish a Certificate of Insurance to the City. Copies of Original Certificates provided to the City shall be attached to the executed Agreement as Exhibit D and shall be made a part of the Agreement by this reference. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. Contractor shall provide to City certificates of all required insurance before delivering any goods or performing any services required under this Agreement. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### 8. "TAIL" COVERAGE

If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (1) Contractor's completion and City's acceptance of all services required under this Agreement, or (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Contractor shall provide City, upon City's request, certification of this coverage.



9. EXCESS UMBRELLA INSURANCE. A combination of primary and excess/umbrella insurance is acceptable. If Contractor uses excess/umbrella insurance to meet the minimum insurance requirements, the certificate must include a list of the policies that fall under the excess/umbrella insurance. The Excess/Umbrella policy is excess over General Liability, and other requirements.