



**CITY OF PHOENIX  
OFFICE OF ARTS AND CULTURE**

## **CALL TO ARTISTS PRE-QUALIFIED ARTIST ROSTER FOR CITY PARKS**

### **DEADLINE FOR RECEIVING APPLICATIONS**

Friday, December 16, 2022  
5:00 PM (MST)

### **ARTIST INFORMATION SESSION (virtual)**

Wednesday, November 16, 2022  
12:00 PM (MST)

<https://tinyurl.com/53457ufj>

This session is not mandatory. It will be recorded and made available online.

### **EMAIL QUESTIONS AND INQUIRIES DUE**

Friday, December 2, 2022, at 12:00 PM (MST)  
[romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov)

**PROJECT MANAGER:** Catina Crum  
**PROCUREMENT OFFICER:** Romeo Rabusa  
City of Phoenix Office of Arts and Culture  
200 W. Washington Street, 10<sup>th</sup> Floor  
Phoenix Arizona 85003-1611  
Email: [romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov)  
Phone: 602-534-8334

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## SECTION I – ABOUT US

### **Phoenix Office of Arts and Culture**

The Phoenix Office of Arts and Culture (POAC) was established in 1985 to champion and sustain the City's arts and culture community to make Phoenix a great place to live, work, and visit.

### **Our Commitment**

The City of Phoenix Office of Arts and Culture believes in fair treatment, access, and opportunity of all individuals. Our equity strategy aims to identify and eliminate barriers that have prevented marginalized groups' full participation from the agency's programs and to strengthen equity, diversity, and inclusion in the arts and culture sector for all Phoenix residents.

The City of Phoenix fully endorses and supports the concept of equal business and employment opportunities for all persons, regardless of race, color, age, sex, religion, national origin, genetic information, marital status, disability, sexual orientation, or gender identity or expression.

### **Land Acknowledgement**

The Phoenix Office of Arts and Culture acknowledges that modern-day Phoenix is on the traditional lands of the Akimel O'odham (Pima) and the Tohono O'odham and before that their ancestors (Hohokam) as well as the Pee-Posh (Maricopa). We honor the elders of both past and present, as well as future generations that enable us to live here today. Further, we acknowledge the sovereignty of the [22 Tribal Nations](#) who continue to steward the lands that make up the state of Arizona.

## SECTION II – SCOPE OF WORK AND PROJECT DESCRIPTIONS

The Phoenix Office of Arts and Culture requests qualifications from professional artists working in a variety of media and artistic approaches for its Pre-Qualified Artist Roster. Artists selected for this Roster will be eligible for several park projects over the next two years. POAC seeks artists whose work advances the public's understanding of contemporary art, enhances the aesthetic quality and user experience of civic spaces, and demonstrates collaboration with communities.

Current park project opportunities are listed below. Many of the projects are in the early stages of planning which will allow for the selected artists to work collaboratively with the respective design teams and surrounding communities. Specific public art goals will be established as each park project develops to conceptual design and used to select artists from the Roster for each opportunity. Scopes of work may include functional artwork, iconic stand-alone artwork, or integrated design enhancements.

### **Eastlake Park**

Eastlake Park is located at 1540 E. Jefferson St in central Phoenix. Park amenities include a community center and gymnasium, outdoor pool, baseball field, tennis courts, and an amphitheater. An artist will be selected to work with the design team to integrate public art and enhance the user experience as part of park improvements to the aquatic areas. Public art enhancements could include security fencing or a mosaic tile mural.

### **El Reposo Park**

El Reposo Park is located at 502 E. Alta Vista Rd in south Phoenix. Park amenities include a community center (South Mountain Community Center), outdoor pool (Roosevelt Pool), tennis courts, walking trail, and picnic areas. An artist will be selected to work with the design team to integrate public art and enhance the user experience as part of improvements to the South Mountain Community Center. Public art enhancements could include landscape design, seating or fencing at the community center entry plaza, or interior two-dimensional artwork.

### **Paradise Valley Park**

Paradise Valley Park is located at 17642 N. 40<sup>th</sup> St in northeast Phoenix. Park amenities include a skate park, outdoor pool, community center, and playground. An artist will be selected to work with the design team to integrate public art and enhance the user experience as part of overall park improvements.

### **Sueño Park**

Sueño Park is located at 4401 W. Encanto Blvd in west Phoenix. Park amenities include basketball court, soccer field, exercise course, and picnic areas. An artist will be selected to work with the design team to integrate public art and enhance the user experience as part of overall park improvements.

### **Surrey Park**

Surrey Park is located at 3835 W. Joan De Arc Ave in northwest Phoenix. Park amenities include picnic areas, ramadas, and a playground. An artist will be selected to work with the design team to integrate public art and enhance the user experience as part of overall park improvements.

### **Artwork Budgets**

The range of artwork budgets anticipated for these projects varies from \$100,000 to \$500,000. Final project budgets will be dependent upon approved concept designs developed collaboratively with the respective design teams. All budgets must include, but are not limited to, artist design fees, research and community engagement, insurance, material samples/mockups, engineering, construction documents, fabrication, installation, and travel (if necessary). The design portion of the artwork budget for each project must not exceed \$75,000.

### **Estimated Timeline**

October 24, 2022	RFQ Released, Application Open
November 16, 2022	Artist Information Session (virtual) 12:00 PM (MST)
December 2, 2022	Deadline for questions and inquiries 12:00 PM (MST)
<b>December 16, 2022</b>	<b>Application Deadline 5:00 PM (MST)</b>
January 2023	Selection panel reviews applications and recommends artists to be included on the Roster
February 2023	Arts and Culture Commission approval of Roster
Spring 2023	Begin awarding Individual project commissions

### **SECTION III – TRANSPARENCY POLICY**

Beginning on the date this RFQ (hereinafter referred to as the “Call”) is issued and until the date a contract is awarded or the Call withdrawn, all persons or entities that respond to this Call for the services outlined below, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys, (collectively, the “Respondent”) must refrain from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Respondents may continue to conduct business with the City and discuss business that is unrelated to the solicitation with City staff.

Respondents may discuss their proposal or this Call with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Romeo Rabusa, Procurement Officer, conducted in person at 200 W. Washington St., Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter and invite the public to participate. Romeo Rabusa’s contact info is [romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov) or 602-534-8334.

This policy is intended to create a level playing field for all Respondents, assure that contracts are awarded in public, and protect the integrity of the selection process. **RESPONDENTS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.**

### **SECTION IV – RESPONSE INFORMATION**

Requirements and deadlines for submitting a response to this Call:

**Cost:** There is no fee to apply to this Call.

**Deadline to apply:** Applications must be received no later than 5:00 pm (MST) on December 16, 2022. Late applications will not be considered.

**Eligibility:** This project is open to any professional artists who reside in the United States with the **demonstrated ability to meet the criteria** (SEE SECTION V – EVALUATION & SELECTION), regardless of race, ethnicity, gender, age or experience level. No previous public art experience is required to apply. Arizona artists are strongly encouraged to apply.

City of Phoenix employees and Phoenix Arts and Culture Commissioners and their immediate family members, and selection panelists and the panelists' immediate families are excluded from participating in this project. **Applications from Artists' representatives, managers, or galleries will not be accepted.**

**Applications:** Applications must be submitted online via [www.PublicArtist.org](http://www.PublicArtist.org). Do not mail or email applications or original artwork. Applicants are strongly encouraged to retain a complete copy of their application for their records.

You can find more information at [www.phoenix.gov/arts/public-art-program/public-art-opportunities](http://www.phoenix.gov/arts/public-art-program/public-art-opportunities). Applicants can also receive support by contacting PublicArtist.org at [info@publicartist.org](mailto:info@publicartist.org) or 210-701-0775.

**Applicant Name:** If applying as a team, please select a team lead as a point of contact for all communications. Artists applying as a member of a team are not eligible to also apply as an individual.

**Applicant Pool:** Applicants to this Call may be considered for additional public art project opportunities advertised by the Phoenix Office of Arts and Culture.

**Application Materials:**

1. Statement of Intent (400-word limit) - Think of this as a job application and your cover letter. Be as succinct as possible. Describe why you are interested in these opportunities and highlight any relevant experience.
2. Resume or CV (3-page limit per artist) - Current professional resume or curriculum vitae (CV) including artist's name, address, email, and phone number. Teams must submit one resume/CV per team member merged into one PDF, DOC, or DOCX file.
3. Images – Six (6) to ten (10) digital images of previously created artwork in jpg format. Follow PublicArtist.org guidelines for size. Do not put text on your images. We recommend using only one photograph per image. Collaging more than one image together may reduce the panelists' ability to see your work clearly.

**Contact information:** The City of Phoenix contact for this Call is Romeo Rabusa, Procurement Officer (the “City Contact”). Any questions relating to this Call shall be directed to Romeo Rabusa at [romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov) or 602-534-8334. To be considered, such questions must be received by December 2, 2022, at 12:00 noon (MST).

If a Respondent believes that any portion of this Call is ambiguous, inconsistent or contains an error, the Respondent shall promptly notify the City Contact of the apparent discrepancy before December 2, 2022. If the Respondent fails to notify the City Contact of the discrepancy before that date, the Respondent’ shall be deemed to have waived any such claim of ambiguity, inconsistency, or error in this Call.

**Helpful Links:** Several online and video resources for application guidance are available from the Phoenix Office of Arts and Culture and PublicArtist.org:

- Public Art 101 Digital Classroom Lesson 1 – Applications and Selection Process (VIDEO)  
<https://youtu.be/tZLBnbXH1mo>
- Artist FAQs – <https://www.publicartist.org/FAQ.cfm>
- Artist’s Guide (PDF) –  
<https://www.phoenix.gov/artssite/Documents/2019.10.29Artist's%20Guide%20to%20the%20Phoenix%20Public%20Art%20Program.pdf>

## SECTION V – EVALUATION AND SELECTION

A selection panel will be convened by the Phoenix Office of Arts and Culture to review applications received and make recommendations to the Arts and Culture Commission. Members of the panel may include art and design professionals, city staff, and community members. Non-voting advisors to the panel may include additional city staff and members of the design team.

Responses to this Call should be concise, well organized and provide the requested information. Applications lacking the necessary information will not be considered.

At the selection panel meeting, artist applications will be scored using the following criteria:

- |  |     |
|--|-----|
| 1. Demonstrated artistic quality of previously completed artwork.  | 50% |
| 2. Potential to create an impactful design for these public projects.<br>(Work samples should show the <i>potential</i> for you to design an integrated public art concept. Please do not submit proposals.) | 25% |
| 3. Experience in collaborative design work and community engagement. (Collaborative work experience can be described in your Statement of Intent and does not have to be art related.)                       | 25% |

After evaluating applications, the City, at the request of the selection panel, may ask some or all Respondents to submit supplemental information and concepts, or to participate in interviews.

## SECTION VI – TERMS AND CONDITIONS OF CALL

Any Respondent that submits a response to this Call shall be deemed to agree to the following terms and conditions if they perform work for the City of Phoenix (the “City”):

**Incurred Costs:** Each Respondent will be responsible for all costs incurred in preparing a response to this Call. All materials and documents submitted by the Respondent in response to this Call or any additional requests for materials and documents made by the City for evaluation pursuant to this Call will become the property of the City and will not be returned. Respondents selected by the City to move forward in this project may be eligible to receive assistance with costs incurred as part of this Call to Artists. Respondents asked to provide supplemental information or participate in interviews may be eligible for financial assistance depending on project budget. Further information will be provided as deemed appropriate by the City. Respondents should assume that no reimbursement will be provided unless the City explicitly indicates otherwise.

**Reservation of Rights by City:**

The City is not obligated to accept any submittal or to negotiate with any Respondent. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the Respondents best suited for the City.

The issuance of this Call and the acceptance of any response to this Call does not constitute an agreement by the City that any contract shall actually be entered into by the City.

**Right to Disqualify:** The City reserves the right to disqualify from consideration for any City work any Respondent who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify from consideration for any City work any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the Respondent or discovered through any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of an RFQ response, each Respondent waives any right to object now or at any future time, before anybody or agency (including, but not limited to, the City Council of the City or any court) as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City.



**Applicable Law:** Any and all disputes arising under any contract resulting from this Call or otherwise in connection with this Call, shall be governed according to the laws of the State of Arizona, and the Respondent submitting a Call response agrees that the venue for any action brought to enforce provisions of a contract resulting from this Call shall be in the State of Arizona.

**Compliance with Laws:** Respondents who successfully obtain a City contract shall comply with all applicable laws, ordinances, statutes, codes, rules and regulations in the course of performing their duties under the contract.

**No Verbal Agreements:** No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of any contract, if any, shall affect or modify any of the terms or obligations contained or to be contained in such contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or any Respondent selected from the Call to enter into an agreement. All agreements shall be made in writing and contract changes shall be made by written amendment signed by both parties.

**Non-waiver of Liability:** The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Respondent submitting a Call response agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

**Fund Appropriation Contingency:** The continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such agreement item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

## SECTION VII – ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply, be incorporated and made a part of any contract resulting from this Call:

**Employment Disclaimer:** Any Respondent that enters into a contract with the City as a result of this Call agrees it is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract. The Respondent shall agree that no individual performing under such contract on behalf of the Respondent will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Such Respondent shall have

total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individual and shall save and hold harmless the City with respect thereto.

### **Legal Worker Requirements**

The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Respondent who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, any Respondent that enters into a contract with the City as a result of this Call agrees that:

1. The Respondent, and each subcontractor it uses, warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, Subsection A.
2. A breach of warranty under paragraph a. shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
3. The City retains the legal right to inspect the papers of the Respondent or subcontractor employee(s) who work(s) on the contract to ensure that the Respondent or subcontractor is complying with the warranty under Paragraph a.

**Lawful Presence Requirement:** Any Respondent that enters into a contract with the City as a result of this Call agrees that pursuant to A.R.S. §§ 1-501 and 1-502, the City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, if Respondent is a person, Respondent will agree to produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

**Transactional Conflicts of Interest:** Each Respondent that enters into any contract resulting from this Call submittal agrees that the contract is subject to cancellation by the City pursuant to the provisions of A.R.S. §38-511.

**General Insurance Requirements:** Artists selected for City of Phoenix projects must procure and maintain insurance until all of its obligations under the resulting agreement have been discharged, including any warranty periods. These insurance requirements are minimum requirements and in no way limit the indemnity covenants. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Artist from liabilities that might arise from or in connection with the performance of the contract services by the Artist, its agents, representatives, employees or subcontractors.

#### 1. COVERAGE LIMITS

The selected artist(s) shall provide coverage with limits of liability not less than those stated below.

- A. Commercial General Liability  
 The policy must include bodily injury, property damage and broad form contractual liability coverage.
- |   |             |
|---|-------------|
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Personal Injury                           | \$1,000,000 |
| Each Occurrence                           | \$1,000,000 |
- B. Worker's Compensation and Employers' Liability
- |                         |           |
|-------------------------|-----------|
| Workers' Compensation   | Statutory |
| Employers' Liability    |           |
| Each Accident           | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit  | \$100,000 |
- i. The policy shall contain a waiver of subrogation against the City of Phoenix.
  - ii. Artist's subconsultants shall be subject to the same minimum requirements identified above.
  - iii. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
- C. Automobile Liability  
 Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the contract
- |                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|
- i. The policy shall be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Artist.
  - ii. Artist's subconsultants shall be subject to the same minimum requirements identified in this section.
  - iii. Artist's insurance coverage must be primary and non-contributory with respect to all other available sources.

**Notice of Cancellation:** For each insurance policy required by the insurance provisions of a resting agreement, the Artist must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

Romeo Rabusa, Procurement Officer  
 City of Phoenix Office of Arts and Culture  
 200 W. Washington Street, 10<sup>th</sup> Floor  
 Phoenix Arizona 85003-1611  
 Email: [romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov)  
 Phone: 602-534-8334

**Verification of Coverage:** Artist must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by a resulting agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before any Services commence under this Agreement. Each insurance policy required by this Agreement must be in effect at or prior to commencement of the Services under this Agreement and remain in effect as specified in the first paragraph of this Section VI. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

All certificates required by a resulting agreement must be sent directly to:

Romeo Rabusa, Procurement Officer  
City of Phoenix Office of Arts and Culture  
200 W. Washington Street, 10<sup>th</sup> Floor  
Phoenix Arizona 85003-1611  
Email: [romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov)  
Phone: 602-534-8334

The City contract number must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

**Subcontractors:** Artist's certificate(s) must include all subcontractors as additional insureds under its policies or Artist must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

**Indemnification:** The Artist agrees to indemnify, defend, and hold harmless the City and its officers, agents, and employees from and against all Claims (as defined below) suffered or incurred by the City as a result of any claim that the Artwork, the Artwork Design, or any other work or service provided by the Artist in connection with this Agreement, infringes any patent, copyright, trademark, trade secret, or other intellectual property right(s) of a third party.

1. Indemnification of City

The Artist shall indemnify, defend, and hold harmless the City and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions, of the Artist or any of its owners, officers, directors, agents, employees, or

subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Artist to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. The Artist must indemnify Indemnitee from and against any and all Claims, except those arising solely from the Indemnitee's own negligent or willful acts or omissions. The Artist is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Artist agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Artist under this provision survive the termination or expiration of this Agreement.

2. Artist's Obligations for Work of Third Party

If any part of the Artist's Services depends on proper execution or results upon the work of a third party, the Artist shall immediately report to the City any apparent discrepancies or other defects in such other work that renders it unsuitable for proper execution or results. The Artist shall not be responsible for any liability or failure to fulfill the Artist's obligations due to such reported discrepancies or defects.

\*\*\*\*\* END \*\*\*\*\*