



**CITY OF PHOENIX
OFFICE OF ARTS AND CULTURE
200 W. Washington St., 10th Floor Phoenix, AZ 85003**

**CALL TO ARTIST
FOR
CITY OF PHOENIX IN FLUX TEMPORARY ART PROJECTS**

DEADLINE FOR RECEIVING SUBMISSIONS

**Friday, September 20th, 2019
*Midnight (local Arizona time)***

**ARTIST PRESUBMITTAL SESSION
(NOT MANDATORY)**

**AUGUST 27, 2019: 5:30 TO 7:30 PM AT FATE BREWING COMPANY EVENTS ROOM
1312 N. SCOTTSDALE ROAD SCOTTSDALE, AZ 85257**

PROJECT MANAGER: Barry Sparkman

CITY OF PHOENIX
Phoenix Office of Arts and Culture
Call to Artists –
CITY OF PHOENIX IN FLUX TEMPORARY ART PROJECTS

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SECTION I – PROJECT DESCRIPTION

The Phoenix Office of Arts and Culture's Public Art Program is requesting qualifications from artists for four performance-based commissions. Commissions will be awarded to individual or teams of artists, musicians, dancers, etc. Times and locations will be determined in the design process. The works may hold the potential to be portable and presented in highly visible and accessible public areas including community centers, parks, and libraries throughout the City of Phoenix.

These four art projects are in conjunction with IN FLUX 9, a collaboration between six cities that will be commissioning temporary public artworks for a wide variety of locations throughout the Valley. IN FLUX seeks to provide opportunity, experience, and education to emerging and established artists who want to enter the field of public art. These opportunities are well suited for artists with no public art experience but also offer a fresh approach for experts in the field. Arizona artists are strongly encouraged to apply.

SECTION II – 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date this RFQ (hereinafter referred to as the "Call") is issued and until the date a contract is awarded or the Call withdrawn, all persons or entities that respond to this Call for the services outlined below, including their employees, agents, representatives, proposed partner(s),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 West Washington, 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.

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 III – RESPONSE INFORMATION

1. Requirements and Deadlines for Submitting a Response to this Call.
 - a. Deadline: Friday, September 20, 2019 at Midnight, local Arizona time.
 - b. Submissions will be accepted via Submittable at www.tempepublicart.submittable.com. No e-mailed, mailed, or hardcopy submissions will be accepted.
 - c. APPLICANT NAME
If applying as a team, please select a team lead as a point of contact for all communications and enter their name here. Artists applying as a member of a team are not eligible to also apply as an individual.

2. Up to 6 digital images of previously created artwork in jpeg format. Artists may use up to 2 images to depict concepts or ideas for IN FLUX in addition to the 4 examples of completed artwork. Performing artists may submit up to 3 short videos, one minute in length for each. Concept images are not required, but may help selection panels understand your thinking, especially if you are interested in a specific site.
3. Image List (1 page maximum)
 - a. Describe the project in terms of materials and site applicable, and scale. Include media, dimensions, year completed & estimated budget.
 - b. If created as a collaboration, list all partners involved and describe your role in the process
 - c. Specify whether the piece is a studio piece, temporary, or permanently installed work.
4. Statement of Intent (1 page maximum)
 - a) Think of this as a job application and this is essentially your cover letter. Be as succinct as possible. The limit is one page, but it can be very beneficial not to fill an entire page!
 - b) Describe why you are interested in an IN FLUX opportunity and explain relevant past experience.
 - c) List the opportunity that you are interested in being considered for and any additional details not shown in your proposal that you feel would help the panel understand your idea (material selection, install methods, size or weight, etc.)
 - d) Consider your letter of intent as a way to introduce yourself as an artist to the selection panel.
5. Resume or CV
 - a. Current professional resume or curriculum vitae (CV) including artist address, email, and phone number.
 - b. Teams must submit one resume/CV per team member merged into one PDF.

DO NOT SEND ORIGINAL ARTWORK. Applicants are strongly encouraged to retain a complete copy of their application for their records. Late applications will not be considered.

The City contact for this Call is Romeo Rabusa, Procurement Officer (the "City Contact"). Any questions relating to this Call to Artist shall be directed, in writing, to: Romeo Rabusa via email (romeo.rabusa@phoenix.gov) or phone (602-534-8334). To be considered, such questions must be received by Friday, September 13th, 2019, 12:00 noon (local Arizona time). If Romeo Rabusa is unavailable, please contact Barry Sparkman, Project Manager, via email (barry.sparkman@phoenix.gov) or phone (602-495-0893).

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 August 30th, 2019. 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.

Scope of Work

The selected artists will be expected to work with the City of Phoenix Office of Arts & Culture Public Art Program throughout the duration of IN FLUX 9. Artists will be expected to create a design for temporary performance-based art event. Times and locations will be determined in the design process. During the design and planning phase of the project, artist will be expected to review design and plan concepts with the city to ensure that the art event meets safety and other site

specific regulations. Once the design is approved, artists will be responsible for all aspects of material procurement, fabrication, installation, routine maintenance, and deinstallation.

Opportunities

A selection panel will recommend finalists for each available project opportunity. Members of the panel may include artists, performing artists, arts professionals, and community members. Four artists will be selected to create temporary performance-based public art events. Times and locations will be determined in the design process. The works may hold the potential to be portable and presented in highly visible and accessible public areas of other libraries in the City of Phoenix.

Estimated Budget

Estimated total budget for the Phoenix IN FLUX 9 program is \$20,000 for four performance-based art events. The estimated budget for each performance-based project is \$5,000. Budgets are all-inclusive of labor, transportation, equipment rental, insurance, shipping and material costs as well as artist fees for installation and de-installation.

Estimated Timeline of Project

- August 18, 2019 Call is open for submissions.
- August 27, 2019, 5:30 TO 7:30 pm Open RFQ Workshop (optional)
Fate Brewing Company Events Room
1312 N. Scottsdale Rd. Scottsdale, AZ 85257
- September 20, 2018 12:00 AM (AZ time) Deadline for Submission
- September 21 – October 14, 2019 Selection Panels held in participating cities
- November 2019 Artist Contracts and Design phase begins
- March 31, 2020..... Project Kickoff

Special Requirements

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.

SECTION IV – EVALUATION AND SELECTION

A selection panel representing all commissioning agencies from the six cities participating in IN FLUX 9 will recommend finalists for the two City of Phoenix project opportunities. Members of the panel will include artists, arts professionals, and community members. Non-voting advisors to the panel may include additional city staff. All artists will be notified of selection results via e-mail in early November and given the opportunity to request feedback from the selection panel.

Responses to this Call should be concise and well-organized according to the requested information. Responses that are not written specifically in response to this request will not receive consideration.

Evaluation Criteria

During the selection process, applicants will be ranked on the basis of a 20-point system. Qualified applicants will be scored based upon the following distribution of possible points:

- Demonstrated quality of artistic work-to-date 10 points
- Potential to create creative and impactful art projects for public spaces..... 5 points

Experience in collaborative work and community engagement..... 5 points
After evaluating submissions, the City, at the request of the Evaluation Committee, may ask some, or all, of the Respondents to submit supplemental information and concepts, or to participate in interviews.

SECTION V – 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”):

1. Incurred Costs

Each Respondent will be responsible for all costs incurred in or 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. The Respondents selected by the City to move forward in this the project may be eligible to receive assistance with costs incurred as part of this Call to Artist. Respondents may be 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.

2. Reservation of Rights by City

a. 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.

b. 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.

3. 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 any body 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.

4. 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.

5. Compliance with Laws

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

6. 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.

7. 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.

8. 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 VI – ADDITIONAL TERMS AND CONDITIONS

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

1. 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.

2. 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:

- a. 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.
- b. 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.
- c. 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.

3. 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.

4. 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.

5. General Insurance Requirements

Artists selected for City of Phoenix projects must procure and maintain until all of its obligations under the resulting agreement have been discharged, including any warranty periods under such Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the contract services by the artist, its agents, representatives, employees or subcontractors.

A. COVERAGE LIMITS

The selected artist(s) shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. General Liability – Occurrence Form

The policy shall 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 |

- a. The policy shall be endorsed to include the following additional insured language:
 "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Artists".

b. Artist's subconsultants shall be subject to the same minimum requirements identified above.

2. Worker's Compensation and Employers' Liability

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

a. The policy shall contain a waiver of subrogation against the City of Phoenix.

b. Artist's subconsultants shall be subject to the same minimum requirements identified above.

c. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the contract; if in fact any such vehicles are to be used in the performance of the contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

b. Consultant's subconsultants shall be subject to the same minimum requirements identified in this section.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Artists even if those limits of liability are in excess of those required by this Agreement.
 - a. The Artist's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.