CALL TO ARTIST
FOR
REIMAGINE PHOENIX: TRANSFORMING TEXTILE WASTE
PUBLIC ART PROJECT

DEADLINE FOR RECEIVING SUBMISSIONS
Monday September 10th, 2018
11:59 PM (local Arizona time)

PRESUBMITTAL MEETING
(NOT MANDATORY)
Burton Barr Library
August 23rd, 2018
6:00 – 7:00 p.m.
Assistive Hearing Technology Available

OPEN RFQ WORKSESSIONS
(NOT MANDATORY)
Desert Broom Library August 16th, 2018 4:00pm – 7:00pm
Location TBD August 25th, 2018 10:00am – 3:00pm

PROJECT MANAGER: Kati Stegall
City of Phoenix Contact for this Call: Romeo Rabusa
romeo.rabusa@phoenix.gov
CITY OF PHOENIX
Phoenix Office of Arts and Culture
CALL TO ARTIST – PUBLIC WORKS ARTIST RESIDENCY PUBLIC ART PROJECT

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SECTION I – PROJECT DESCRIPTION

The Phoenix Office of Arts and Culture’s Public Art Program is requesting qualifications from artists to create new works that spark forward thinking as part of a citywide campaign promoting responsible textile consumption and recycling. Artists will be selected for up to three opportunities to raise awareness about consuming and recycling textiles, and the environmental and economic impacts of disposing them.

In 2013, Phoenix launched Reimagine Phoenix, a sustainability initiative to increase the city’s diversion rate (the percentage of our waste that is recycled versus sent to the landfill) to 40% by the year 2020, and achieve zero waste by 2050. When the initiative began, Phoenix’s diversion rate was only 16%, but by late 2017 efforts have improved diversion to 30%. To advance the goal, the City’s Public Works department continues to enhance solid waste programs to encourage such sustainable practices as recycling and composting, partnering with industry and community leaders, and increasing recycling communication and education to residents and businesses.

Textiles are especially challenging. They cannot be recycled by the city’s program, so they often end up being dumped into the landfill. There, natural fibers add to the release of methane gasses, much like food waste. Bleaches, dyes and chemicals used to treat the cloth can also be released. Synthetic fibers, such as polyesters and acrylic, act just like plastic, taking hundreds or thousands of years to biodegrade. Clothing also tangles and forces shutdowns of the recycling machinery on a daily basis.

The challenge and costs of managing discarded clothing and other fabrics is significant. Textile waste has doubled in the U.S. over the last 20 years, due to the emergence of “fast fashion” and the rise of “disposable” thinking about clothing. Every year, the average American throws out over 80 pounds of clothing and other textiles. That is equivalent to roughly 64,000 tons of fabric waste in Phoenix alone. To address this, the city is working to develop a partnership with an outside company to provide curbside textile diversion services citywide.

Artists selected for this textile-based project will be expected to spend 6 months creating works that raise awareness and inspire new thinking about using and re-using textiles. They will take part in a series of educational trainings before beginning the design process. These will include tours of the 27th Avenue Solid Waste Management Facility, a textile sorting and recycling facility, and the Resource Innovation Campus. Artists will be expected to work closely with City of Phoenix Office of Arts and Culture and Public Works Department staff throughout the project.

SECTION II – TRANSPARENCY POLICY

Beginning on the date the Call to Artist (hereinafter referred to as “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”) will 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, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the 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


   b. Submissions will be accepted via CaFE at www.callforentry.org. No e-mailed, mailed, or hardcopy submissions will be accepted.

   c. To be considered for this commission opportunity, artists must create an account on the CaFE website and follow the directions to submit the following via the online application form:

      1. Submit a one-page letter of interest, including a description of any past design team experience and how you have worked to develop past projects. 1000 words max.
      2. Email and phone contacts for three professional references. If selected as a finalist, your references will be contacted before the final interview.
      3. A current resume that is no more than 3 pages and in no less than 10 point font.
      4. Upload up to ten digital images documenting previously completed artwork.
         • Digital images must be JPEG or JPG only
         • 1200 pixels or greater on longest side. Anything larger than 1200 px will be resized to fit the limitations.
         • File Size: under 5 MB
         • Do not include more than one image in each JPEG
         • With each image please include: title, dimensions (H x W x D), date of completion, estimated budget and brief description of the artwork. List must identify artist’s role if the project involved a team effort.
      5. Questions about the project or submittal should be directed to Romeo Rabusa via email (romeo.rabusa@phoenix.gov) or phone at (602-534-8334).
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. Do not bind or staple materials. Every effort will be made to ensure the safe handling of materials submitted. However, the Phoenix Office of Arts and Culture and the City of Phoenix will not be responsible for any loss or damage.

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 Monday, September 3rd, 2018, 12:00 noon (local Arizona time).

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 Monday August 27th, 2018. 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.

2. Scope of Work

The selected artist(s) will be expected to work with the City of Phoenix Office of Arts and Culture Public Art Program for approximately 6 months, to create works that address the issues of responsible textile waste management, environmental impact of textiles in the landfill, and ways that Phoenicians can change how they consume textiles. The Office of Arts and Culture expects to select up to three artists to carry out projects that could lead to the following opportunities:

A. One Time Event/Show
One or more artists will be selected to create temporary or permanent works that could be organized into a public exhibition or community event attracting a large and varied audience. The artist(s) selected for this will need to have the ability to expand public imagination about textile use and recycling. The work(s) could include visual art, installation, performance, sculpture, fashion, or other large-scale art experiences. The selected artist(s) will need to have proven ability and experience to organize and carry out a large-scale public event, performance or project. All project materials will be expected to be recycled or reused, to close the loop of usage. The artist(s) will work closely with City of Phoenix staff to develop partnerships with local entities to execute the event.

B. Community Engagement Project
An artist will be selected to develop and coordinate a series of interactive programs involving a wide range of maker communities in the creation of temporary public art projects and activities merging art and textile recycling. Possibilities could include, but are not limited to, 1) involving the local art and fashion community in an idea competition, 2) curating and presenting the ideas, and 3) involving artists in hands-on workshops that inspire people to make their own works and new approaches to textile use and recycling. The selected artist will need to have the ability to develop projects that engage a wide range of makers and communities in collaborative efforts.
C. **Permanent Documentation**
An artist will be selected to create permanent photographic and video or material documentation of this project and the textile recycling effort. Possibilities include, but are not limited to, designing and producing a monograph, video, website or online presence/event that lives on long after this project is done. The documentation will be expected to convey the story of the temporary projects executed in A. & B. It could also include representation of additional events, people, or things that promote the awareness and access to responsible textile waste management practices. The selected artist will need to have the proven ability and experience to create exemplary photographic and video works.

Artists selected for this project will be expected to spend a minimum of 10 hours a week planning projects and making artwork. In addition to making work, the artist will be required to participate in public outreach meetings and programs, and create a final project report describing the experience and lessons learned. Artworks produced during this project may be selected to become part of the Phoenix Municipal Art Collection.

**Estimated Budget**
Estimated total budget for the program is $150,000. Artist commissions for each opportunity will range between $10,000 and $25,000 for the development of concepts, planning, and artists’ oversight of implementation. Remaining funds will be used for materials, contractors, and costs to execute each concept based on each artist’s proposed budget during concept development.

**Applicants to this project may be considered for additional public art project opportunities advertised by the Phoenix Office of Arts and Culture in the coming year.**

3. **Estimated Timeline of Project**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 23rd, 2018</td>
<td>Pre-submittal meeting, Burton Barr Public Library, 6pm – 7pm</td>
</tr>
<tr>
<td>August 16th, 2018</td>
<td>Open RFQ Worksession, Desert Broom Library, 4pm – 7pm</td>
</tr>
<tr>
<td>August 25th, 2018</td>
<td>Open RFQ Worksession, Location TBD, 10am – 3pm</td>
</tr>
<tr>
<td>September 10th, 2018</td>
<td><strong>Application Deadline 11:59 PM (local Arizona time)</strong></td>
</tr>
<tr>
<td>September 2018</td>
<td>Selection panel recommends finalists for the project. Finalists will receive an invitation to attend a training and receive more details about the Public Works department’s efforts to address textile waste.</td>
</tr>
<tr>
<td>October 2018</td>
<td>Selection panel will interview finalists, review proposals, and select artist(s)</td>
</tr>
<tr>
<td>November 2018</td>
<td>City approval and award of contract(s)</td>
</tr>
</tbody>
</table>
4. Special Requirements

City of Phoenix employees 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 will be convened by the Phoenix Office of Arts and Culture. Members of the panel will include artists, arts professionals, city staff, and a community member. Non-voting advisors to the panel may include additional city staff. The panel will review the work of all applicants, then select up to 10 finalists to be interviewed for project opportunities. The selections will be based on the artists' qualifications and the artistic merit of their past work. Interview questions and detailed information on the qualification criteria will be provided to the finalists prior to the interview.

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

Stage 1
During the first stage of the selection process, qualified 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:

1. Demonstrated quality of art and design in past built projects 8 points
2. Potential to create creative and impactful conceptual art projects for public spaces generally 8 points
3. Experience in collaborative design work and community engagement 4 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.

Stage 2
If the Evaluation Committee recommends holding a second stage of the selection process, qualified applicants (hereinafter referred to as “Finalists”) will be evaluated on the basis of a 20-point system. Finalists will be scored, and awards will be recommended, based upon the following distribution of possible points:
1. Demonstrated quality of art and design in past or proposed projects
   8 points
2. Potential to create creative and impactful conceptual art projects for public spaces about the specific subject matter
   8 points
3. Potential to be an effective design team and community partner
   4 points

Finalists may be asked to prepare a proposal or be interviewed by the selection panel. If the finalists are asked to prepare a proposal, they will be given approximately four weeks to produce a proposal, and will be given detailed information on selection criteria for each opportunity. They will be expected to present their proposal to the selection panel before the panel recommends artists for the commissions.

Finalists will receive an honorarium for their proposals, the amount and nature of which honorarium will be determined by the City in its sole and absolute discretion. An honorarium will not be provided for interviews.

The final recommendation of the selection panel will be reviewed by the Public Art Committee; the Phoenix Arts and Culture Commission; a subcommittee of the City Council; and the Mayor and City Council prior to the award of contract.

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:

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 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. The City expressly reserves the right to:
   1. Waive any immaterial defect or informality in any Call response or proposal procedure.
   2. Reject any or all responses.
   3. Reissue a Call.
   4. Procure any service by any other means.
   5. Request additional information and data from any or all companies.

c. The City may confirm any information provided in the Respondent’s submittal.

3. Right to Disqualify

The City reserves the right to disqualify 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 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. The City reserves the right to replace the disqualified Respondent.

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 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:

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**

The selected artist(s) shall 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. The insurance requirements below are the minimum requirements for any resulting Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the artists from liabilities that might arise out of the performance of the services under the agreement.
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.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

**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.

2. The Artist’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.