

CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS



WALL OF HONOR ARTIST COF1516748

ISSUED: SEPTEMBER 13, 2022

DUE: OCTOBER 18, 2022

The City of Fayetteville is soliciting proposals for creative and diverse artists or artist teams to fabricate a unique ceramic tile mosaic as an overlay to an existing community mural – the Wall of Honor.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PROCUREMENT MANAGER
kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE

Douglas J. Hewett, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., October 18, 2022** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Wall of Honor Artist

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301

The bid opening will be held at **2:00 p.m. on October 18, 2022** at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Wall of Honor Artist.”**

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The right is reserved to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

TIMELINE

- RFP Published: September 13, 2022
- Proposals Due: October 18, 2022
- Project Completion: within six months of notification and agreed upon start date.

THE PROJECT

The City of Fayetteville and the Arts Council of Fayetteville are partnering with the Umoja Group of Fayetteville, North Carolina to commission creative and diverse artists or artist teams to fabricate a unique ceramic tile mosaic as an overlay to an existing community mural – the Wall of Honor. Selected proposals will create a commemorative and permanent installation on site that will be seen by thousands every year.

THE SITE

The Wall of Honor mural is located on Langdon Street at Murchison Road in Fayetteville, North Carolina across from the campus of Fayetteville State University. The Wall of Honor mural is adjacent to the campus of Fayetteville State University and an adjoining neighborhood.

The materials for the existing Wall of Honor mural are paint on cement block. The re-tile of the existing mural must adhere to code all relevant City code and will be conducted in coordination with Fayetteville-Cumberland Parks and Recreation.

- Wall material – painted brick
- Wall measurements 176 feet long and height varies in different locations (4.5 ft/5.0 ft/7.0 ft/8.0 ft)
- The re-tile of the existing painted mural on the site will offer some flexibility and accommodation for tile spacing over existing images – but re-tile should look like the existing painted mural upon completion.



THEMES AND INTERPRETATION

The City of Fayetteville, the Arts Council of Fayetteville and the Umoja Group are open to a variety of aesthetic and conceptual interpretations of the existing painted mural. The review committee will look for proposals that represent the spirit of the existing Wall of Honor mural and those that display a commitment to outstanding craftsmanship.

DESIGN CONSIDERATION

The tile mural will be permanently installed as an overlay to the existing painted Wall of Honor mural and will be viewed by a diverse group of individuals. The installation should require minimal maintenance and must meet code requirements as detailed by the City of Fayetteville and Fayetteville-Cumberland Parks and Recreation.

WORK REQUIREMENTS

Selected artist(s) will be required to work in their own facilities before installation; studio space is not provided. Selected artist(s) will be paid a flat stipend for concept, fabrication, and installation of the tile mural. Selected artist(s) will also be required to provide their own installation materials. Please note that if teams are applying, the paid stipend will be divided amongst team members.

PROCESS AND SELECTION + AWARD

Proposals will be reviewed by a selection committee composed of artists and professionals who have a history of working with the community and public art.

The Committee may reach out to selected artist(s) with clarifying questions about their proposal; and will ultimately interview the top two candidates. Only one proposal will be selected for the installation of the tile mural installation.

Selected artists will be expected to sign a contract, W9, and additional paperwork; receiving half their stipend at contract signing and the remaining half upon completion of the installation.

Award will be paid in two even installments over the course of the project. The initial payment will be delivered upon commencement of the project. Final payment will be received after completion of the work.

EXPECTATIONS

The City of Fayetteville, the Arts Council of Fayetteville and the Umoja Group are looking for proposals that display exceptional craftsmanship. As the murals will be installed in high-traffic areas, durability should be considered. It is expected that proposals will respect the diversity of the Fayetteville and Cumberland County community.

SUBMISSION REQUIREMENTS

If applying as a team, please submit only one application on behalf of the group

- Artist Statement (250-word limit)
- Letter of Intent – describing the project – (250-word limit)
- Concept Visual – sketch or rendering of the project proposal (this is an attachment upload)
- Evidence of Past Work – images of past work (this is an attachment upload) (5 image limit)
- Image List
- Resume/CV
- Please do not staple any materials together
- All pages of your application should clearly indicate your name, date, project title, and be in numerical order.

APPLICATION ADDRESS

Mail to:

City of Fayetteville

Attention Kimberly Toon

Purchasing Division

433 Hay Street

Fayetteville, NC 28301-5537

Or

In Person at City Hall, 2nd Floor Purchasing Division located at 433 Hay Street Fayetteville, NC 28301.

The application shall be packaged in such a manner that the sealed envelope within a mailing envelope clearly reflects the project name(s) and the Applicant's name and address. All materials submitted become the property of the Fayetteville Regional Airport and will not be returned.

Project: Wall of Honor Artist

Applicant name:

Applicant address:

Phone:

Email:

INQUIRIES

All questions regarding this Request for Proposals are to be directed to:

Name: Kimberly Toon

Email Address: kimberlytoon@fayettevillenc.gov

Phone number: 910-433-1942

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of the ____ day of _____ 2022 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation (“City”), and _____.

In consideration of mutual promises and covenants in this Agreement, the parties agree as follows:

ARTICLE 1. Services

1.1 Background. The City desires to engage -----xxxxxxx----- to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. -----xxxxxxx----- is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Scope of Work. -----xxxxxxx----- will furnish the services as set forth in the Proposal which is incorporated by reference herein.

1.3 Time of Performance. -----xxxxxxx----- will perform the services promptly and according to the Proposal provided. The City will cooperate with -----xxxxxxx----- as reasonably required to complete the services outlined in the Proposal. Both parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.4 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by -----xxxxxxx----- as outlined in the Proposal.

ARTICLE 2. Payment

2.1 Basis of Compensation: The City shall pay -----xxxxxxx----- for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$_____ without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. -----xxxxxxx----- shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

ARTICLE 3. Termination

3.1 Termination for Cause: In the event of substantial failure by -----xxxxxxx----- to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate -----xxxxxxx----- upon ten calendar (10) days written notice in which event -----xxxxxxx----- shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.

3.2 Termination for Convenience: Upon thirty (30) calendar days' written notice to -----xxxxxxx-----, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, -----xxxxxxx----- shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, --xxxxxxx----- shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, ----xxxxxxx----- may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville.

ARTICLE 4. Liability, Indemnification and Insurance

4.1 General. The City and -----xxxxxxx----- have considered the risks and potential liability that may exist during the performance of services by -----xxxxxxx----- and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, -----xxxxxxx----- shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

4.2 Indemnity and Professional Liability. To the extent permitted by law, -----xxxxxxx----- agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or

damage caused by any act, omission or negligence of -----xxxxxxx----- its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by -----xxxxxxx----- does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. -----xxxxxxx----- agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A•VII.

4.3 Liability Insurance. -----xxxxxxx----- agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of -----xxxxxxx-----, -----xxxxxxx-----'s employees, and -----xxxxxxx-----'s subcontractors, for whom -----xxxxxxx----- is legally responsible during the performance of services under this Agreement. -----xxxxxxx----- shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides -----xxxxxxx----- with insurance for contractual liability which -----xxxxxxx----- has assumed pursuant to the terms of this Agreement.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, -----xxxxxxx----- further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to -----xxxxxxx----- for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.
- (d) The CGL policy required above shall provide -----xxxxxxx----- with products and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of

limitations on any claim for injury to person or property due to negligence of -----xxxxxxx----- in the design of any building designed by -----xxxxxxx----- under the terms of this Agreement.

ARTICLE 5. Independent Contractor. -----xxxxxxx----- is an independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. -----xxxxxxx----- shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by -----xxxxxxx----- but City shall have the right to observe such performance.

ARTICLE 6. Other

6.1 Assignment. It is the intent of this Agreement to secure the personal services of -----xxxxxxx----- and failure of -----xxxxxxx----- for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. -----xxxxxxx----- shall not assign this Agreement without prior written consent of the City.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3 Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.4 Venue. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina

6.5 Non Discrimination. -----xxxxxxx----- agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.6 Compliance with Laws. -----xxxxxxx----- agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.

6.8 Amendment. The City and -----xxxxxxx----- may, from time to time, request changes in services to be performed by -----xxxxxxx----- . Any such changes that are mutually agreed upon by the City and -----xxxxxxx----- shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

6.11 Morality Clause. If, in the sole opinion of the City, at any time -----xxxxxxx----- or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City's finances, public standing, image, or reputation or are embarrassing or offensive to the City or may reflect unfavorably on the City or are derogatory or offensive to one or more employee(s) or customer(s) of the City, the City may immediately upon written notice to -----xxxxxxx----- terminate this

Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity.

CITY'S TERMS SUPERSEDE: To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

6.12 E-Verify. -----xxxxxx----- hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. -----xxxxxx----- further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). -----xxxxxx----- hereby pledges, attests and warrants through execution of this Agreement that -----xxxxxx----- complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by -----xxxxxx----- shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.13 Iran Divestment Act. As mandated by N.C.G.S. 147-86.59(a), -----xxxxxx----- hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. -----xxxxxx----- further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. -----xxxxxx----- certifies that the signatory to this Agreement is authorized by -----xxxxxx----- to make the foregoing statement.

6.14 Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

[Signature page to follow]

ATTEST:

VENDOR

By: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Signature _____

ATTEST:

CITY OF FAYETTEVILLE

PAMELA MEGILL, City Clerk

By: _____
ADAM J. LINDSAY
Assistant City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

JODY PICARELLA
Chief Financial Officer