



CITY OF PHOENIX  
OFFICE OF ARTS AND CULTURE

## CALL TO ARTISTS 55<sup>TH</sup> AVENUE PROMENADE PUBLIC ART PROJECT

### **DEADLINE FOR RECEIVING SUBMISSIONS**

Wednesday, July 12, 2023  
5:00 PM (MST)

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

Tuesday, June 13, 2023  
12:00 PM (MST)

Attendance is not required. The session will be recorded and made available online. Please contact the Procurement Officer to register.

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

Wednesday, June 28, 2023  
12:00 PM (MST)

[romeo.rabusa@phoenix.gov](mailto:romeo.rabusa@phoenix.gov)

**PROJECT MANAGER:** Catina Elizabeth 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 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 for 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.

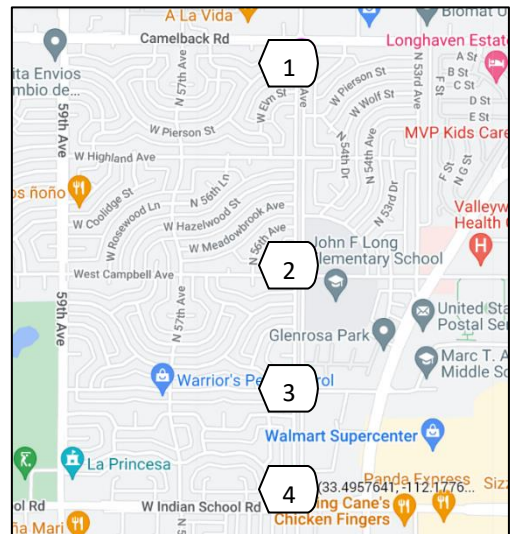
### Land Acknowledgement:

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 DESCRIPTION

The Phoenix Office of Arts and Culture, in collaboration with the Parks and Recreation and Streets Transportation Departments, seeks to commission permanent artwork for the 55<sup>th</sup> Avenue Promenade, located between Camelback Road and Indian School Road in central Phoenix. The artwork must be made of durable materials that can survive the desert climate, provide shade in support of the City of Phoenix Cool Corridors Initiative, and enhance the pedestrian experience of this unique neighborhood amenity. Four locations have been identified however final placement will be determined based on the approved final design.

The Phoenix Office of Arts and Culture seeks applications from professional artists working in a variety of media and artistic approaches who will be responsible for the design and implementation of the artwork.



*Approximate locations for artwork*

The **55<sup>th</sup> Avenue Promenade** is a linear greenspace located within a flood irrigated landscape median between two one direction roads along the avenue. As a part of the City of Phoenix Cool Corridors initiative, pedestrian amenities have been added, including a walking path along both the east and west sides of the corridor and shade trees. Additionally, four plinths (concrete foundations) will be installed to support the artwork which will be visible from the walking path and by vehicular traffic.



**Artwork Specifications**

The artwork may be no taller than 12’ and must be able to fit within the predetermined areas, avoiding underground utilities and tree canopies. Artwork must be made of durable and low maintenance materials that are suitable for an outdoor installation in Phoenix. The artwork should be designed with safety in mind, mitigating any potential hazards such as sharp or protruding edges or elements.

The content for the artwork must be suitable for public consumption and should be designed with the surrounding neighborhood stakeholders in mind. The selected artist will be expected to collaborate with community stakeholders when developing a design concept for the project. Additional design considerations must include goals outlined in the Cool Corridors Initiative.

### **City of Phoenix Cool Corridors Initiative**

The Street Transportation Department implemented the Cool Corridors Program in 2020, with Council-approved funding of \$1.5 million, to assist with planting 200 trees per mile for a total of 1,800 new trees planted across nine project areas citywide. As part of its Climate Action Plan Framework, the city of Phoenix aims to create a network of cool corridors across its communities to encourage movement from residential homes to various areas across the city that is safe and environmentally conscious.

Cool Corridors are one-mile-long pathways, walkways or trails adjacent to an arterial street designed to keep pedestrians, bicyclists, and transit users safe and provide relief from the high temperatures of our urban desert landscape. Cool Corridors can have natural and engineered shade, combined with other temperature-lowering design features, such as benches, drinking water fountains and even communications tools. These design features can be achieved through public and private partnerships and resources.

### **Estimated Budget**

The budget for the 55<sup>th</sup> Avenue Promenade public art project is not to exceed \$300,000. This includes all costs related to community outreach, design development, structural engineering, fabrication, and installation of the artwork.

Note: Some elements of the artwork may be installed by a City contractor, for convenience, depending on the final design of the artwork. However, all installation costs will be paid by the art budget.

### **Tentative Schedule**

May 25, 2023	Call to Artists released
June 13, 2023	Informational Meeting 12:00 PM (MST)
June 28, 2023	Deadline for questions and inquiries 12:00 PM (MST)
July 12, 2023	Application Deadline 5:00 PM (MST)
July 2023 – August 2023	Selection panel recommends finalists and conducts interviews
September 2023	Arts & Culture Commission approval of selected artist
October 2023	City Council approval and award of contract
Fall 2024	Installation of artwork

## **SECTION III – EVALUATION AND SELECTION**

A selection panel will be convened by the Phoenix Office of Arts and Culture to review submissions received and make recommendations to the Arts and Culture Commission. Members of the panel will include art and design professionals, subject matter experts, and community members. Non-voting advisors to the panel may include City staff and members of the design team. The panel will review the work of all applicants before selecting finalists to be interviewed. The panel will conduct interviews with the selected finalists before making a final recommendation to the Arts and Culture Commission.

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

### **Qualification Criteria**

Responses to this RFQu should be concise, well-organized and provide the requested information. Applications lacking the necessary information will not be considered. After evaluating all submissions, the City, at the request of the selection panel, may ask some or all of the applicants to submit supplemental information or to participate in interviews.

During the evaluation process, 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 this project.<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% |

## **SECTION IV – RESPONSE INFORMATION**

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

**Deadline:** Wednesday, July 12, 2023 at 5:00 PM (MST). Late applications will not be considered.

**Eligibility:** This project is open to any professional artist with the demonstrated ability to meet the criteria (SEE SECTION III – EVALUATION AND SELECTION), regardless of residency, race, ethnicity, gender, age, or experience level. No previous public art experience is required to apply. Arizona artists are strongly encouraged to apply. **NOTE: Artists who are currently under contract or have completed two or more public art projects with the City of Phoenix are ineligible to apply.**

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

**Submissions:** 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](http://www.phoenix.gov/arts). 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 RFQu 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 this opportunity 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 RFQu is Romeo Rabusa, Procurement Officer (the “City Contact”). Any questions relating to this RFQu 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 June 21, 2023, at 12:00 noon (MST).

If a Respondent believes that any portion of this RFQu is ambiguous, inconsistent or contains an error, the Respondent shall promptly notify the City Contact of the apparent discrepancy before June 21, 2023. 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 RFQu.

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

- Public Art 101 Digital Classroom Lesson 1 – Applications and Selection Process (VIDEO) <https://www.youtube.com/watch?v=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 – 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](mailto:romeo.rabusa@phoenix.gov).

With respect to the selection of the successful Respondents, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Respondents.

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 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 Artist. Respondents asked to provide supplemental information or participate in interviews may be eligible for financial assistance depending on the 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 their obligations have been discharged; until any warranty periods under this Agreement are satisfied; and until any insurance against claims for injury to persons or damage to property that arise from or in connection with the performance of the Services hereunder by the Artist, their agents, representatives, employees, or subcontractors are resolved. The insurance requirements below are the minimum requirements for this 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 Artist from liabilities that might arise out of the performance of the Services under this Agreement by the Artist, its agents, representatives, employees or subcontractors and the Artist is free to purchase additional insurance as it may deem prudent.

#### **A. COVERAGE LIMITS**

The Artist 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. Commercial General Liability - Occurrence Form**

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

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 Artist".

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

## 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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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 Artist, including automobiles owned, leased, hired or borrowed by the Artist".

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

## 3. 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

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.

## 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 of Phoenix is an additional insured to the full limits of liability purchased by the Artist even if those limits of liability are in excess of those required by this Agreement.

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

3. With regard to general liability, the City of Phoenix is named as an additional insured for both products completed operations and premises operations.

### **C. NOTICE OF CANCELLATION**

For each insurance policy required by the insurance provisions of this Agreement, the Artists shall provide to the City within (2) two business days of receipt, a notice if a policy is suspended, voided, or canceled for any reason. Such notice shall be mailed, hand-delivered or sent by facsimile transmission 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

### **D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Artist from potential insurer insolvency.

### **E. VERIFICATION OF COVERAGE**

The Artist must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) verifying the insurance coverage(s) required by this 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 this Agreement must be sent directly to Barry Sparkman, Phoenix Office of Arts and Culture, 200 West Washington Street, 10th Floor, Phoenix, Arizona 85003-1611. 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.**

### **F. 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.

Additionally, Artist's subcontractors performing structural, civil, mechanical, or electrical engineering; architecture; surveying; plumbing; and/or geotechnical or materials testing

(collectively, "Professional Subcontractors") are required to carry Professional Liability insurance as follows:

<b>Estimated Project Construction Cost</b>	
\$0 to \$500,000	\$1,000,000 per occurrence \$2,000,000 aggregate
\$500,000 to \$4,999,999	\$1,000,000 per occurrence \$2,000,000 aggregate
\$5,000,000 to \$9,999,999	\$1,000,000 per occurrence \$2,000,000 aggregate
\$10,000,000 to \$25,000,000	\$2,000,000 per occurrence \$2,000,000 aggregate
Over \$25,000,000	\$5,000,000 per occurrence \$5,000,000 aggregate

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