



CITY OF PHOENIX

**CALL TO ARTISTS
FOR**

**Artists specializing in three-dimensional artwork
to create two sculptural street monuments in the
Eastlake Park community**

**ARTIST INFORMATION WORKSHOP
June 17, 2021 at 10:00 am (AZ time)**

<https://tinyurl.com/y6ebva8j>

This session will be recorded and made available online

**EMAIL QUESTIONS AND INQUIRIES DUE
June 21, 2021 at 9:00 am**

romeo.rabusa@phoenix.gov

**DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)**

July 9, 2021 at 10:59 pm (Pacific Daylight Time)

https://artist.callforentry.org/festivals_unique_info.php?ID=8013

**PROCUREMENT OFFICER: Romeo Rabusa
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Date posted on website: June 8, 2021

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SECTION I – BACKGROUND

The City of Phoenix Housing Department was awarded a \$30 million Choice Neighborhoods (CN) Implementation Grant from the U.S. Department of Housing and Urban Development (HUD) in July 2018. This grant, Community Development Block Grant Funds (CDBG), and additional City and private funding will assist with the revitalization of public housing, the surrounding neighborhood, and parks in the Edison-Eastlake Community (EEC). As part of this revitalization, the Housing Department is charged with advancing and preserving the natural beauty and cultural heritage of the EEC through support of the arts.

As part of the CN arts program, the City is issuing this Request for Qualifications (“RFQu”) for professional artists specializing in three-dimensional works to design sculptural gateway monuments for two prominent street corners in the Eastlake Park neighborhood of the EEC. One monument would be sited on the southwest corner of 16th Street and Washington Street, the other one block south, on the southwest corner of 16th Street and Jefferson Street. The monuments would be expected to celebrate the unique spirit and diversity of the Eastlake Park community’s rich history, and its continuing evolution as a thriving downtown Phoenix neighborhood.

This RFQu is open to professional artists specializing in three-dimensional artwork in durable media who have collaborative design and project experience. Arizona artists are strongly encouraged to apply.

Applicants to this RFQu could be considered as an applicant pool for other similar City of Phoenix public art projects.

This RFQu is expected to include a two-stage selection process. During the first, the City intends to select no more than five (5) highly qualified artists or artist teams as project finalists. During the second stage, the finalists will be required to develop and present preliminary design concepts for the two street monuments. The City will award the design contract based on its review of the concepts and interviews with the finalists. The finalists who participate in the stage 2 of this process will be offered a fee, as described in SECTION V – EVALUATION AND SELECTION. The Artist’s submission of a response to this RFQu constitutes the Artist’s understanding of the process and agreement to comply with the terms set forth herein.

OBTAINING A COPY OF THE RFQu AND ADDENDA: Interested Artists may download the complete RFQu and addenda from <https://solicitations.phoenix.gov/>. It is the Artist’s responsibility to check the website, read the entire RFQu, and verify all required information is submitted with their offer.

SUBMISSION RESULTS: Submissions and other information received in response to the RFQu will be shown only to authorized City personnel having a legitimate interest in them

or persons assisting the City in the evaluation. Submissions are not available for public inspection until after the City has posted the award recommendation on the City's website.

PUBLIC RECORD: All Offers submitted in response to this RFQu will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Artist believes that a specific section of its Offer response is confidential, the Artist will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Artist may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Artist clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Artists as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Artist in writing of any request to view any portion of its Response marked "confidential." The Artist will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Artist does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

LATE SUBMISSIONS: Late Submissions must be rejected. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Submission, keep the Offer and notify the Artist that its Submission was disqualified for being late.

RIGHT TO DISQUALIFY: The City reserves the right to disqualify any Artist who fails to provide information or data specified in SECTION IV SUBMISSION INSTRUCTIONS, or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Artist on the basis of any real or apparent conflict of interest that is disclosed by the Artist submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a RFQu response, the Artist waives any right to object now or at any future time, before any agency or body 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 Artist.

CONTRACT AWARD: The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award. Placement on a list is not a guarantee of work.

DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

1. Submissions will be reviewed for documentation of minimum qualifications, completeness, and compliance with the RFQu requirements. The City reserves sole

discretion to determine responsiveness and responsibility.

2. Responsiveness: Nonresponsive submissions will not be considered in the evaluation process. The RFQu states criteria that determine responsiveness, and the RFQu includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.
3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and Submissions that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Artist remove the conditions, exceptions, reservations or understandings. If the Artist fails to do so in writing, the City may determine the Submission to be nonresponsive.
4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Artist be a responsible Artist. Responsibility includes the Artist's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
5. The Procurement Officer will review each Submission to determine if the Artist is responsible. The City's determination as to whether an Artist is responsible will be based on all information furnished by the Artist, interviews (if any), and information received from Artist's references, including information about Artist's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the RFQu will not be made until any necessary investigation, which each Artist agrees to permit by submitting its Submission, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
6. The Artist's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Submission.

SECTION II –TRANSPARENCY POLICY

1. Commencing on the date and time a solicitation is published, potential or actual Artist (including their representatives) shall only discuss matters associated with the Solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of

the City's intent to reissue the same or similar solicitation.

2. As long as the solicitation is not discussed, Artists may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Artists may not discuss the solicitation with any City employees or evaluation panel members.
3. Artists may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 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, as well as invite the public to participate.
4. With respect to the selection of the successful Artists, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitation 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 Artists.
5. This policy is intended to create a level playing field for all Artists, assure that contracts are awarded in public, and protect the integrity of the selection process. **ARTISTS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Artist may follow the Protest process, unless the solicitation is cancelled without notice of intent to re-issue.
6. "To discuss" means any contact by the Artist, regardless of whether the City responds to the contact. Artists that violate this policy will be disqualified until the resulting contract(s) are awarded, or all submissions or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

SECTION III – SCOPE OF WORK

The selected artist(s) will be expected to work with the City to create designs for two sculptural street monuments. The artist(s) will be expected to work closely with the community to design monuments that celebrate the unique spirit and diversity of the Eastlake Park community's rich history, and its continuing evolution as a thriving downtown Phoenix neighborhood. In addition to review by the community, the designs will be reviewed by the Phoenix Housing Department and the Phoenix Office of Arts and Culture. The project requires a professional artist with expertise in durable 3D structures,

collaborative design experience, and the potential to develop successful designs for permanent artworks suitable for installation within or adjacent to City right of way. The selected artist will be expected to review concepts with the City and project stakeholders to ensure that it achieves the community's goals.

To fulfill the design contract, artist(s) also will be expected to review and, as necessary, revise design and plan concepts with the City to ensure that the integrated art meets safety and other site-specific regulations, and that the final design documents are accurate and complete. If the design is completed successfully, the artist(s) may be contracted separately to participate in the project's fabrication, construction oversight and installation.

EASTLAKE PARK COMMUNITY HISTORY: More than simply a geographic location in central Phoenix, Arizona, the Eastlake Neighborhood has deep historical significance both for the City's African American community and Phoenix as a whole. It has been and remains home to thriving businesses, strong educational institutions, impactful churches and important activities leading to social change. Eastlake Park, from which the area it derives its name, has been a focal point of the African American experience in Phoenix since it was developed in the late 1890s. The park has hosted many civil rights rallies, visits from civil right leaders and has been the starting point of all civil rights marches to the Capital. Until it outgrew the space, the annual Dr. Martin Luther King Jr. Birthday Celebration took place at the park. It also is home to the Annual Juneteenth Celebration and *Peace*, the Arizona Civil Rights Memorial public art project developed by the Phoenix Office of Arts and Culture Public Art Program. The area's deep and diverse history also includes Hispanic and Asian American neighborhoods and businesses, which thrived nearby. For more background on the area's history and surrounding communities:

City of Phoenix African American Historic Property Survey

https://www.phoenix.gov/pddsit/Document/HP/pdd_hp_pdf_00082.pdf

City of Phoenix Asian American Historic Property Survey

https://www.phoenix.gov/pddsit/Document/HP/pdd_hp_pdf_00212.pdf

City of Phoenix Hispanic Historic Property Survey

https://www.phoenix.gov/pddsit/Document/HP/pdd_hp_pdf_00043.pdf

https://www.phoenix.gov/pddsit/Document/HP/pdd_hp_pdf_00044.pdf

https://www.phoenix.gov/pddsit/Document/HP/pdd_hp_pdf_00045.pdf

https://www.phoenix.gov/pddsit/Document/HP/pdd_hp_pdf_00046.pdf

ESTIMATED PROJECT BUDGET: The amount available for the design of the two monuments depends partly on the design concept and the scope of design services it requires. The artist design fee is not expected to exceed \$15,000. This amount covers the artist design fee and all costs associated with the design process (insurance, fax, mileage, research, community engagement, materials, etc.) An additional small contingency will be made available for engineering and other licensed professional design services required by the project.

ESTIMATED PROJECT TIMELINE

June 8, 2021	Call open for submissions
June 17, 2021, 10:00 a.m. to 11:00 a.m. AZ Time.....	Artist Information Workshop(Recommended but not mandatory)
July 9, 2021 10:59 p.m. (Arizona time – same as PDT).	Deadline for submission
July 19-23, 2021	Selection panel recommends finalists
July 26-30, 2021.....	Project orientation for finalists
August 31, 2021.....	Finalists present preliminary concepts to selection panel
September/October 2021	Artist contracted to develop design

SECTION IV – SUBMITTAL INSTRUCTIONS

COST: There is no fee to apply to this call.

DEADLINE: July 9, 2021 10:59 p.m. (local Arizona time – same as Pacific Daylight Time time) Late applications will not be accepted or considered.

ELIGIBILITY: This project is open to any artist who demonstrates that they meet the criteria regardless of residency, race, ethnicity, gender, age or experience. This project seeks sculptors and artists specializing in 3D artworks who have experience integrating works into public sites. Arizona artists are strongly encouraged to apply. City of Phoenix employees and Phoenix Arts and Culture Commissioners and their immediate family members, and selection panelists and the panelists' immediate families are excluded from participating in this project. Applications from Artists' representatives, managers, or galleries will not be accepted.

ARTIST INFORMATION WORKSHOP: An online information meeting about this RFQu is scheduled for June 17, 2021, 10:00 a.m. to 11:00 a.m. AZ Time. Attendance is encouraged but not required. The link to join by computer:

<https://tinyurl.com/y6ebva8j>

Webex Meeting number (access code): 177 447 6442

Meeting password: Eastlake

Join by phone: 1-415-655-0001

The session will be recorded and made available online.

ADDITIONAL ARTIST INFORMATION: 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=UGpXJf3oq28&list=PLgxYSqWrnHFcg6lZ2T_TBv1UWU9Yb_Yw
- CaFE Submission Demonstration (VIDEO) - <https://www.youtube.com/watch?v=L0i4HKP9h7g>
- Artist's Guide (PDF) - <https://www.phoenix.gov/artssite/Documents/2019.10.29Artist's%20Guide%20to%20the%20Phoenix%20Public%20Art%20Program.pdf>

SUBMISSIONS: Submissions will be accepted via CaFE at www.callforentry.org. No e-mailed, mailed, or hardcopy submissions will be accepted. **Do not send original artwork.** Applicants are strongly encouraged to retain a complete copy of their application for their records.

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 individuals.

ARTIST INFORMATION BLIND JURY: The selection panel will review all applicants as a blind jury. To accommodate this, do not include your name or identifying information in your image captions, on your images, or in your statement of Intent. **Compromising the anonymity of the process for the panelists will result in disqualification.**

APPLICANT POOL: Applicants to this RFQu could be considered as an applicant pool for other similar City of Phoenix public art projects.

SUBMISSION MATERIALS:

1. Images - Up to eight digital images of previously created artwork in JPG or JPEG format. Follow these café Guidelines for size: File Dimensions 1,200 pixels or greater on the longest side; File Size: Under 5 MB; Color Profile: sRGB. **Do not include photographs of yourself, your name, or any identifying information.** 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.
2. Image List (1-page limit; DOC, DOCX, or PDF) - Describe the project in terms of materials, site, and scale. Include media, dimensions, year completed and estimated budget. If created as a collaboration, list all partners involved and describe your role in the process. Specify whether the piece is a studio piece, temporary, or permanently installed work.
3. Statement of Intent (1000-character limit) - Think of this as a job application cover letter. Be succinct. Describe why you are interested in this project, your expertise

in creating durable 3D structures, and your experience with collaborative design work. **Do not include your name or any identifying information, such as a website link, in your statement.**

4. 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.

SECTION V – EVALUATION AND SELECTION

A selection panel will be convened by the Phoenix Office of Arts and Culture. Members of the panel will include arts professionals, city staff, and community members. Non-voting advisors to the panel may include additional city staff and members of the design team. The panel will review the work of all applicants before recommending finalists. The selection panel will have the authority to invite finalists to be interviewed or to develop concepts for the projects.

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

STAGE 1: At the first selection panel meeting, finalists are expected to be selected by panel consensus from the pool of applicants. The scoring of applicants in the final round of consideration will be based upon the following distribution of possible points:

1. Demonstrated artistic quality of previously completed projects. 10 points
2. Potential to create a successful design for this project. 5 points
3. Experience in collaborative design work. 5 points

STAGE 2: If the Evaluation Committee recommends holding a second stage of the selection process, qualified applicants (hereinafter referred to as "Finalists") would be evaluated on the basis of the following 10-point system:

1. Demonstrated artistic quality and feasibility of the proposed concept. 7 points
2. Potential to work successfully with the community and City team. 3 points

The maximum number of finalists that will be selected is five (5).

Finalists would be given approximately four weeks to produce a proposal. The City will provide the finalists with a project orientation that includes detailed information on Stage 2 selection criteria for the opportunity. They would be expected to present their proposal to the selection panel before the panel recommends an artist to be contracted for the project. Finalists will receive a \$1,000 fee for their proposals. The final recommendation(s) of the selection panel may be reviewed by City Departments and the Phoenix Mayor and City

Council prior to the award of contract. Finalists who submit incomplete or unacceptable Stage 2 proposals will not be eligible for a fee.

SECTION VI – TERMS AND CONDITIONS

Any Artist that submits a response to this RFQu shall be deemed to agree to the following terms and conditions:

1. Incurred Costs
 - a. Each Artist will be responsible for all costs incurred in or preparing a response to this Call. All materials and documents submitted by the Artist 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.
 - b. Finalists who develop and present proposals for final consideration to the Artist Selection Panel will receive the concept fee described in the above SECTION V – EVALUATION AND SELECTION.

2. Reservation of Rights by City
 - a. The City is not obligated to accept any submittal or to negotiate with any Artist. 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:
 - i. Waive any immaterial defect or informality in any Call response or proposal procedure.
 - ii. Reject any or all responses.
 - iii. Reissue a Call.
 - iv. Procure any service by any other means.
 - v. Request additional information and data from any or all companies. Negotiate with any qualified Artists.
 - 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 Artist(s) or on the basis of any real or apparent conflict of interest that is disclosed by the Artist(s) or submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a RFQu response, the Artist(s) or waives any right to object now or at any future time, before

any agency or body 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 Artist(s) or.

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 Artist submitting a Call response agrees that the venue for any such action brought to enforce provisions of such a contract or other claim shall be in the State of Arizona.

5. Compliance with Laws

Artist agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Artist agrees to permit City inspection of Artist's business records, including personnel records to verify any such compliance.

Because the Artist will be acting as an independent contractor, the City assumes no responsibility for the Artist's acts.

6. No Verbal Agreements

- a. **CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Artist. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Artist. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- b. **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Artist will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- c. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

7. Organization Employment Disclaimer

- a. **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise

recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Artist in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

- b. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- c. NON-WAIVER OF LIABILITY: The City of Phoenix 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 Contractor 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.
- d. PAROL EVIDENCE: This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

8. Fund Appropriation Contingency

The Artist recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Artist and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract 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 – PROTEST PROCESS

1. Artist(s) or may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an submission, regardless of filing a protest.
3. Artist may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Artist was notified of the adverse determination.
4. Artist may protest an award recommendation if the Artist can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Artist(s). Artist must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - a. Identification of the solicitation number;
 - b. The name, address and telephone number of the protester;
 - c. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - d. The form of relief requested; and
 - e. The signature of the protester or its authorized representative.
6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

SECTION VIII – ADDITIONAL TERMS AND CONDITIONS

This contract will be partially funded with Community Development Block Grant (CDBG) funds. The following terms and conditions shall apply, be incorporated and made a part of any contract resulting from this Call if fully or partially funded with CDBG funds:

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND DISADVANTAGED BUSINESS ENTERPRISES: Pursuant to national and City policy to award a fair share of contracts to small and minority businesses,

women's business enterprises, and Disadvantaged Business Enterprises, Contractor shall take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps shall include the following:

1. Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
2. Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
4. Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
6. Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.
7. Include affirmative steps, one through six in any subcontract.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," Contractor agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Contract by any federal department, and agrees to comply with the requirements of 2 CFR 180 and 24 CFR 2424.

ACCESS TO RECORDS: The CITY, HUD, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to any activity performed under this Contract as required under 2 CFR 200.333 et seq. and 24 CFR 570.502 (7)(ii) for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and for a period of at least three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The Contractor shall permit independent auditors access to its records and financial statements as necessary to comply with federal audit requirements.

TERMINATION for CAUSE and for CONVENIENCE:

1. The CITY may terminate this contract in whole, or from time to time in part, for the CITY's convenience or the failure of the Contractor to fulfill the contract obligations

(cause/default). The CITY shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the CITY all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

2. If the termination is for the convenience of the CITY, the CITY shall be liable only for payment for services rendered before the effective date of the termination.
3. If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the CITY may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the CITY, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the CITY; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the CITY by the Contractor. In the event of termination for cause/default, the CITY shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1351): In all contracts in excess of \$100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Applicable to

all contracts in excess of \$150,000. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, HUD, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

PROCUREMENT OF RECOVERED MATERIALS:

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which shall be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014):

1. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

AUDIT: The Contractor shall submit a financial audit within ninety (90) days after the close of any Contractor fiscal year in which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this agreement is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit shall be in conformance with the audit requirements of 2 CFR Part 200.501. No funds resulting from this Contract shall be expended for the purpose of an audit without the prior written consent of the City. The decision to provide such consent shall be in the sole discretion of the City.

CONFLICTS OF INTEREST: All parties hereto agree to abide by the provisions of 2 C.F.R. 200.318, which include (but are not limited to) the following:

1. The Contractor shall maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer, or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

DRUG-FREE WORKPLACE ACT OF 1988: The Contractor must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

SYSTEM FOR AWARD MANAGEMENT

The System for Award Management (SAM) is the Official U.S. Government system that tracks federal contracts, including City of Phoenix CDBG contracts. Any Artist selected for a project where they will be reimbursed with CDBG funds will be required to register in SAM.gov and have a DUNS number prior to receiving a city contract. Registration in SAM is NOT required to submit a proposal or be on a QVL. City staff are available to assist any Artist with their registration and obtaining a DUNS number.

EMPLOYMENT DISCLAIMER: Any Artist 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 Artist shall agree that no individual performing under such contract on behalf of the Artist 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 Artist 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 of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor 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 a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph A.

LAWFUL PRESENCE REQUIREMENT: Any Artist 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 Artist is a person, Artist 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 CONFLICT OF INTEREST: Each Artist 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: The selected Artist(s) shall procure and maintain until all of its obligations have been discharged, including any warranty periods under this 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 Services hereunder by the Artists, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement (sample contract) 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 this Agreement by the Artists, its agents, representatives, employees or subcontractors and the Artists is free to purchase additional insurance as may be determined necessary.

OTHER MANDATORY FEDERAL CLAUSES: In addition to the above clauses, there are additional mandatory federal clauses if the scope of work includes construction as defined by the U.S. Department of Labor, including an EEO clause, Davis Bacon and Contract Work Hours and Safety Standards Act. Appropriate contract clauses will be incorporated into the purchase order for any work that includes construction. See also 2 CFR Part 200, Appendix 2.

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34?

"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified,

or changed in any manner during the officer's or employee's City service without following City administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a City contract, or any other person acting on behalf of that person or entity, is prohibited from contacting City officials and employees regarding the contract after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by Artists, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA