SOLICITATION AMENDMENT

Solicitation No:	P11-0020
Description:	Request for Qualifications - General Call to Artists
Amendment No:	Two (2)
Solicitation Due Date:	April 18, 2011
Solicitation Due Time:	5:00 PM Arizona Time

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The following changes are hereby made to the Solicitation, Page 4, Paragraph 3.2, *Content*, Subparagraph E, *Conformance to the Request for Proposals*:

DELETE first bullet "Complete and Sign Proposal Form" and REPLACE with "Submit Signed Cover Letter".

Nothing Further.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

April 11, 2011

at Peoria, Arizona

Christine Finney
Buyer

Copyright 2003 City of Peoria, Arizona

SOLICITATION AMENDMENT

Solicitation No:	P11-0020
Description:	Request for Qualifications - General Call to Artists
Amendment No:	One (1)
Solicitation Due Date:	April 18, 2011
Solicitation Due Time:	5:00 PM Arizona Time

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The Solicitation Due Date and Time is hereby EXTENDED to *April 18, 2011*. All submittals must be in the office of Materials Management, located at 9875 N. 85th Avenue (2nd Floor), Peoria, Arizona 85345 no later than 5:00 pm (AZ time) on April 18, 2011.

Given the extended application time, Section 2, Scope of Work, Paragraph 2.7, second sentence of the Request for Qualifications is also amended as follows "The pre-qualified list for artists will become effective on or about ~~*April 1, 2011*~~ *May 1, 2011*, and will be in effect for two (2) years, through on or about ~~*March 31, 2013*~~ *April 31, 2013*.

Nothing Further.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

March 14, 2011

at Peoria, Arizona

Christine Finney
Buyer

Copyright 2003 City of Peoria, Arizona

	STATEMENT OF INTEREST AND QUALIFICATIONS	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0020**	

REQUEST FOR STATEMENT OF INTEREST & QUALIFICATIONS

for

General Call to Artists

P11-0020

Due Date ~~March 30, 2011~~ *April 18, 2011* 5:00 PM Arizona Time

City of Peoria
Materials Management Division
Contact: Christine Finney
9875 N. 85th Ave
Peoria, Arizona 85345
(623) 773-7115

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

SECTION 1 - INTRODUCTION

1.1 The City of Peoria, Arizona was incorporated in 1954 and is located in the northwest metropolitan valley area. It is governed by an elected Mayor and Council, with administration provided by a City Manager. The City operations are supported by approximately 1,000 full-time and 300 part-time employees.

1.2 The City limits consist of approximately 178 square miles of residential, commercial, industrial and municipal developments. The City has an estimated population of 150,000.

1.3 The Peoria Arts Commission oversees Peoria's public art program and is committed to enhancing the quality of life in the community by fostering and supporting cultural opportunities for both local artists and the general public. Funding for art projects comes from the city's capital improvement projects (streets, parks, fire stations, libraries, etc.) which contribute one percent of the total cost of the projects into a dedicated arts fund. The arts fund is then used for acquiring public art. For a list of Peoria's public art, visit the City of Peoria Arts Commission website at: www.peoriaaz.gov/arts and click on the link for "Peoria Public Art".

SECTION 2 - SCOPE OF WORK

2.1 It is the intent of the City of Peoria to establish a list of approximately twenty (20) pre-qualified artists and award multiple contracts that will fulfill the need for a variety of public art projects over the course of the initial term of the contract (2-years).

2.2 Artists may offer qualifications for specialty subset of areas including but not limited to sculptures, paintings, murals, and fountains.

2.3 After the initial two (2) year term, the City will solicit qualifications from additional artists prior to the extension of current list. Qualifications from artists not currently on the list will be evaluated based on the existing criteria and may be awarded contracts, if deemed appropriate. Additions to the pre-qualified artists would only be in affect only for the remainder of the original term.

2.4 Artists that are successful from the original solicitation will be placed on the qualified list of artists and will not be required to re-submit qualifications.

2.5 Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of

transactions made by others.

2.6 No selected artist is guaranteed a project. The City reserves the right to waive use of the selected artists where, in the City's judgment, other selection methods may be more appropriate.

2.7 Artist's services shall be requested and performed on an as-needed basis. The pre-qualified list for artists will become effective on or about ~~*April 1, 2011*~~ *May 1, 2011*, and will be in effect for two (2) years, through on or about ~~*March 31, 2013*~~ *April 31, 2013*. Artists shall perform services in accordance with the schedule(s) provided by City staff. Failure on the part of an artist to adhere to such work schedule(s) shall be sufficient grounds for removal of them from the list.

2.8 Once the City establishes a list of multiple pre-qualified artists, City staff will contact the artist(s) whose service offerings most closely match a particular need for public art. Those selected artists will be provided with a site plan and asked to submit a design concept, drawing or model, and make a presentation to a committee of project stakeholders. Qualifications and specific skills will be equally considered by the committee to determine which artist has the best offering and subsequently, will receive the award of the project. All public art projects are subject to final approval of Peoria City Council.

2.9 Upon successful award of a specific project, the City will initiate an Agreement for Commission of Public Art, (Attachment A) specifying the project scope, method, cost, and completion schedule for that project. The selected artist shall then be responsible for the production and installation of the artwork.

2.10 **Downtown Projects :** The first three (3) public art projects will be located in the downtown area. See Attachment B for the Site Plans for the Downtown 3. The City will select the team of artists from the list of qualified artists using the process outlined in section 2.8 & 2.9. The combined total for the Downtown 3 Public Art Projects is currently estimated at around $295,000 (subject to change). The descriptions of the locations identified include:

A. **Osuna Park** – This park is located adjacent to Grand Avenue and the intersection of Peoria Avenue and 83rd Avenue. This project will have one large piece of Public Art with additional 1-2 smaller pieces to be added later.

B. **Centennial Plaza** – This civic plaza will complete the City Hall Campus on the south side of City Hall. This project will have one large piece of Public Art. An additional large piece or 2 smaller pieces may be added later. The Construction of Centennial Plaza will be complete in February 2012.

C. **84th Avenue Streetscape** – The 84th Ave Streetscape is the entry way into City Hall from Peoria Avenue to Monroe Street. There will be six ramadas that will have opportunities for Public Art on both side panels of each ramada. This project can be handled with all six or in groupings of 2 or 3 ramadas.

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

SECTION 3 - INSTRUCTIONS FOR SUBMISSION AND EVALUATION

3.1 Format: Statements of Interest and Qualifications shall be submitted in one (1) original and six (6) copies and one electronic copy (PDF format on a CD-ROM) on the forms and in the format as contained in this SIQ.

3.2 Content: The following items shall be addressed in the artist's submission:

A. Understanding and Method of Approach

- Include a one-page cover letter that addresses the criteria herein. Include the location of your office and contact information (address, phone, fax, e-mail).
- Demonstrate an understanding of City requirements and to the Peoria's Public Art Program.
- Demonstrate consideration of Peoria's history and "user-friendliness".
- Demonstrate attention to durability and maintenance requirements.
- Demonstrate commitment to meeting art project schedules, budget, and guidelines
- Clearly identify areas of expertise

B. Past Experience - Resume or biographical summary focusing on the artist's career as an artist and past experience with public art.

C. Quality of Work - A CD-ROM with eight to twenty digital photographs in JPEG or Bitmap format.

- A list shall accompany the CD-ROM and include the photograph number and description of the photographs submitted including title, year, location (City, project sponsor, and building), medium, and dimensions.

D. References - Complete Questionnaire on page 6, attach additional pages as necessary and include letters of recommendation, if any.

E. Conformance to the Request for Proposals – Address items A-D above and complete all required City Forms:

- ~~Complete and Sign Proposal Form~~ *Submit Signed Cover Letter*
- Signed Solicitation Amendments, if any
- All Questionnaires

3.3 Evaluation Criteria: In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

a. Artist's Understanding and Method of Approach
b. Artist's Past Experience
c. Artist's Quality of Work
d. Artist's References
e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

4.1 DUE DATE AND CONTACT INFORMATION:

Submissions are due no later than **5:00 P.M., Arizona Time, on ~~March 30, 2011~~** ***April 18, 2011.***

Submissions shall be submitted in one (1) original and six (6) copies and shall be delivered to:

City of Peoria, Materials Management
Attn: Christine Finney, Buyer II
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Artist's name and address clearly indicated on the envelope or package as shown below:

Artist Name
Artist Address
RFP#: P11-0020, General Call to Artists

All questions regarding this RFP should be in writing and directed to Christine Finney, Buyer via E-mail at Christine.Finney@PeoriaAZ.gov or Fax at (623) 773-7118.

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.

	STATEMENT OF INTEREST AND QUALIFICATIONS	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0020**	

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

1. Sponsor: _____

   Contact: _____ Phone: _____

   Address: _____

   Description of Work: _____

   _____

   Sponsored Amount: _____

2. Sponsor: _____

   Contact: _____ Phone: _____

   Address: _____

   Description of Work: _____

   _____

   Sponsored Amount: _____

3. Sponsor: _____

   Contact: _____ Phone: _____

   Address: _____

   Description of Work: _____

   _____

   Sponsored Amount: _____

   _____

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
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Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____.

If yes, please provide details and documentation of the certification.

	ATTACHMENT A	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0020**	

AGREEMENT FOR COMMISSION OF PUBLIC ART WORK

THIS AGREEMENT is entered into this _____ day of _____, _____ by and between the City of Peoria, Arizona, an Arizona charter municipality (the "City"), and _____, an individual residing in _____ (the "Artist").

WHEREAS, the City has implemented a public art program by allocating certain funds for the establishment of artworks in public places and authorizing the making of payments for the design, execution, fabrication, transportation and installation of works of art; and

WHEREAS, the City's Percent-For-Art funds have been allocated for the selection, purchase and placement of art work; and

WHEREAS, the Artist was selected by the City through procedures duly adopted by the Peoria Arts Commission (hereafter "Arts Commission") and by the Mayor and City Council of the City to complete an original mosaic for th_____(the "Work"); and

WHEREAS, both parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the art work.

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. <u>Scope of Service</u>.

<u>General</u>. The Artist shall perform all services and furnish all supplies and materials as necessary for the design, site preparation, execution, and installation of _____ (the "Work") located _____ _____ (the "Site"). The Work must depict a concept approved by the City Council. The area of the Work must measure approximately _____. The execution of the Work on the Site is the "Project."

<u>Coordination with City</u>. Artist shall meet with the City of Peoria prior to commencing the Work to discuss and coordinate the location of the Work at the Site and for such other purposes as are reasonably necessary to coordinate and assure the fulfillment of Artist's obligations hereunder and the expectations of City.

<u>Commencement on Creating the Work</u>. The Artist shall notify the City in writing when the Artist is ready to commence creating the Work.

The Project must be completed by no later than six (6) months from the date this Agreement is executed.

The City will pay the Artist a total of _____ for the Project as follows: _____ deposit upon the execution of this Agreement, _____ paid midpoint in the creation of the mosaic, and _____ paid upon installation and final acceptance by the City.

<u>Risk of Loss</u>. The risk of loss or damage to the Work shall be borne by the Artist until completion of the Work, and the Artist shall take such measures as are necessary to protect the Work from loss or damage until completed and dedicated at the Site.

<u>Title</u>. Title to the Work shall pass to the City upon final acceptance by the City.

2. <u>Ownership of Documents, Models.</u> Upon final acceptance, all studies, drawings, designs, maquettes, and models prepared and submitted under this Agreement shall be and remain the property of the City.

3. Artist's Expenses. The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, site preparation and mural painting services, and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services rendered under this Agreement.

4. Warranties.

Warranties of Title. The Artist represents and warrants that: (a) the Work is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the City prior to City approving Artist's conception, the Work is unique and original and does not infringe upon any copyright; (c) that the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Work is free and clear of any liens from any source whatever.

Warranties of Quality and Condition. The Artist represents and warrants that: (a) the execution and fabrication of the Work will be performed in a workmanlike manner; (b) the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder.

Survival of Warranties. The warranties described in this section shall survive for a period of one (1) year after the final acceptance of the Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Work).

5. Reproduction Rights.

General. The City will own all rights to the Work under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Work. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate, three dimensional reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the city.

Copyright Notice. All productions by the City shall contain a credit to the Artist.

Credit to the City. The Artist shall use his best efforts to give a credit, reading substantially, an original work owned and commissioned by the City of Peoria, Arizona, in any public showing under the Artist's control and reproductions of the Work.

Disposition. Nothing in this Section shall preclude any right of the City to remove the Work from public display or to destroy the Work.

6. Termination.

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for the full

amount due the Artist under this Agreement. In the event of default by the Artist, the Artist shall promptly reimburse the City for all funds paid to the Artist under this Agreement.

In the event of the death or a disability of the Artist which prevents Artist from completing the Work and performing his obligations hereunder, the Artist or the Artist's heirs shall be allowed the option of completing the Work in accordance with the terms and scope of this agreement; in the event that the Artist or the Artist's heirs are unable to complete the Work, the finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become the City's property, including the right to fabricate or execute the Work, and shall pass to the City and the Artist or Artist's heirs shall be entitled to compensation under this Agreement to the extent earned by the Artist at his death or commencement of his disability.

The Artist shall be deemed disabled and prevented from completing his obligations hereunder if his illness or disability causes a delay of more than six (6) months in the installation of the Work at the Site.

7. Miscellaneous.

Artist as Independent Contractor. The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over an employee or official of the City.

Assignment or Transfer of Interest. The Artist shall not assign or transfer an interest in this Agreement.

Contract Administrator. The contract administrator for this Agreement shall be the City Manager or his designee. Wherever this Agreement requires any notice to be given to or by the City, or any determination or action to be made by the City, the City Manager or his designee shall represent and act for the City, except where approval of the Work is required, such approval shall be by act of the City Council.

Nondiscrimination. In carrying out the performance of the services designated, the Artist shall not discriminate as to race, creed, religion, sex, age, national origin or the presence of any physical or mental handicap.

Compliance. The Artist shall be required to comply with Federal, State and City statutes, ordinances and regulation applicable to the performance of the Artist's services under this Agreement.

Entire Agreement. This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Waiver. No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

Governing Law. This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of Arizona.

Notices. All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

If the City, to: City of Peoria
8401 West Monroe
Peoria, Arizona 85345

If to the Artist: _____
_____
_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

_____ _____
City Manager Artist

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

ATTACHMENT B

Solicitation Number: **P11-0020**

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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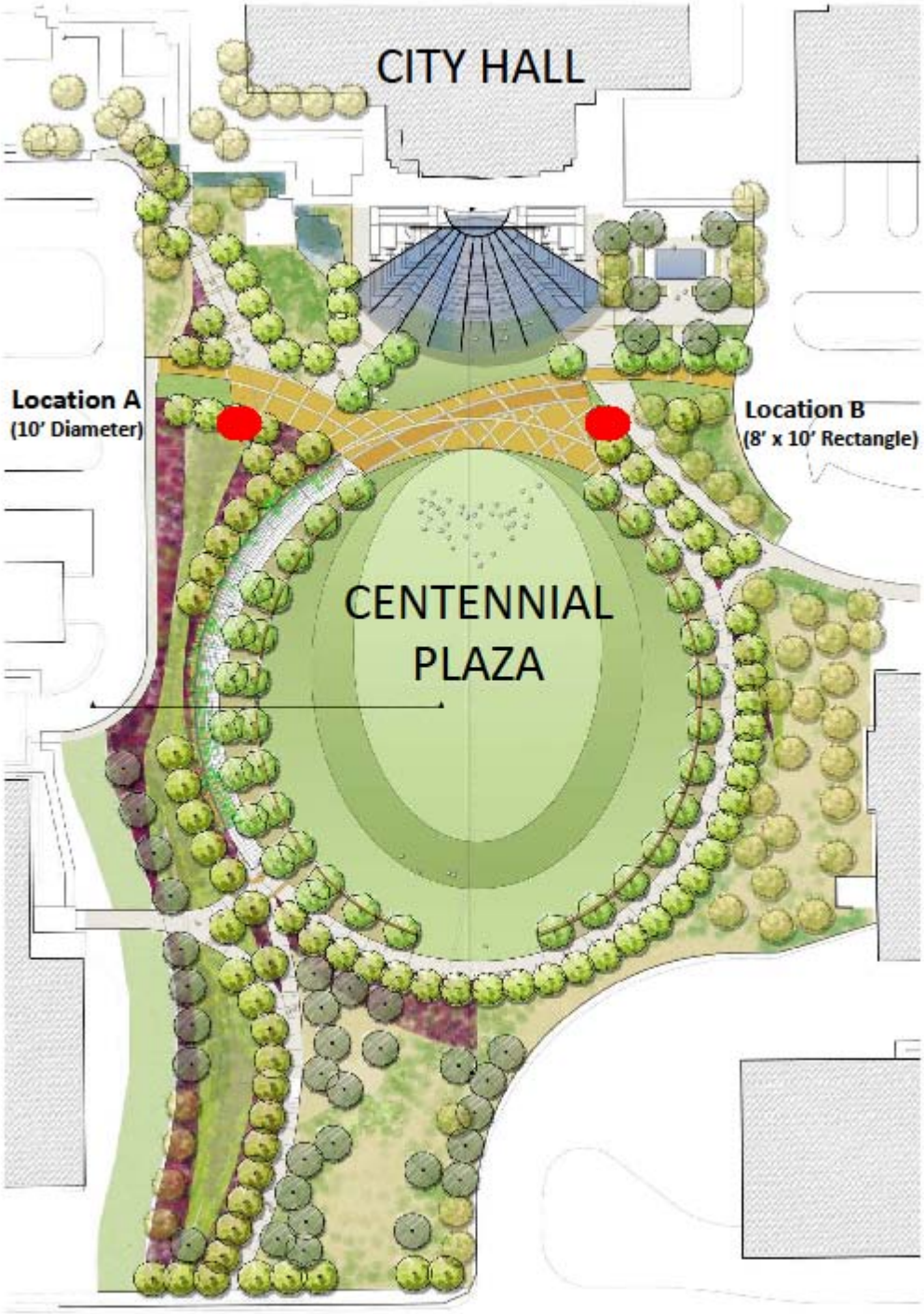
	ATTACHMENT B	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P11-0020**	



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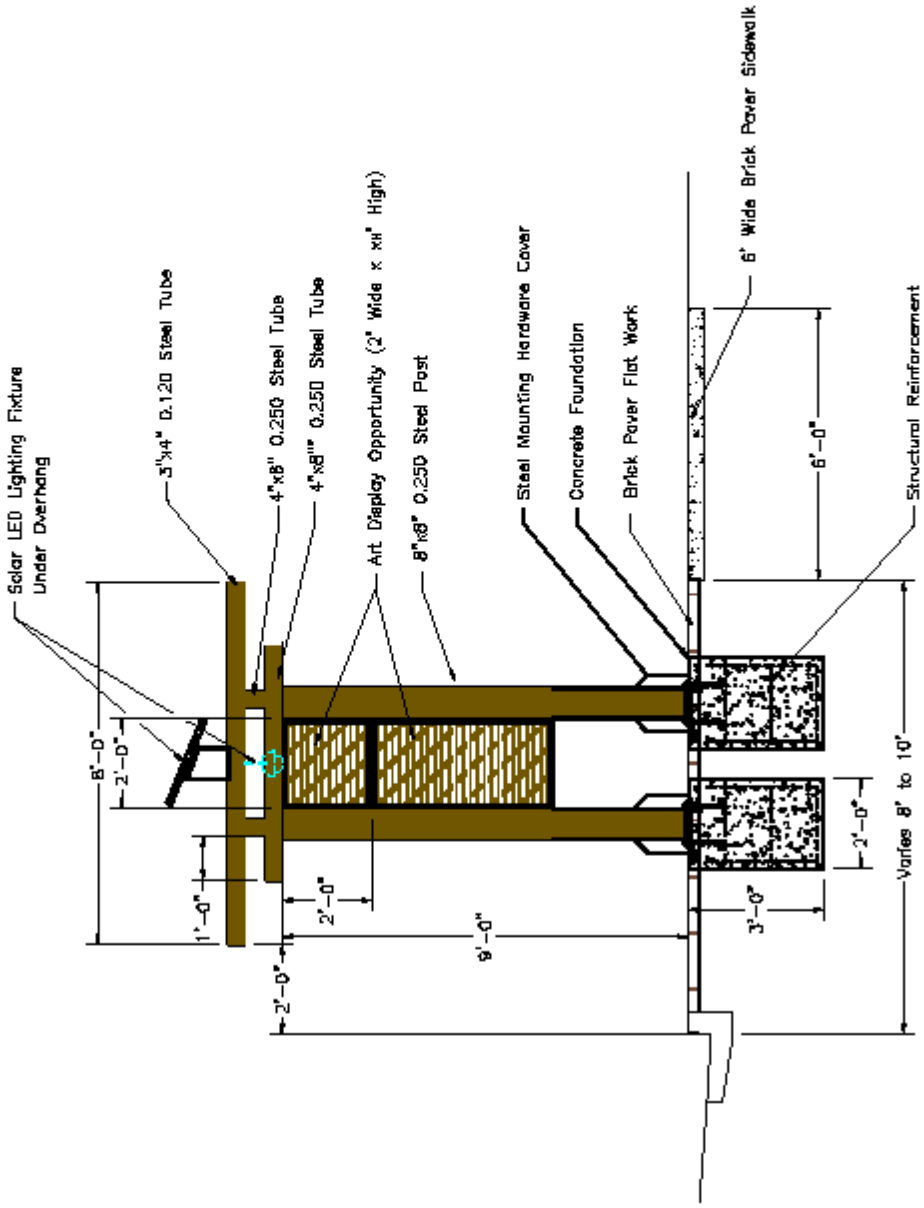
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