REQUEST FOR PROPOSALS (RFP)
Inventory, Maintenance/Conservation and Assessment of Tucson’s Public Art Collection

The Arts Foundation for Tucson and Southern Arizona (Arts Foundation) is soliciting written proposals from qualified firms or individuals to inventory the City of Tucson’s existing public art collection and to evaluate the integrity of each art work, determine a triage list for maintenance or conservation, and assess the value of the work.

The project scope, content of proposal, and vendor selection process are summarized in the RFP. Proposals must be received no later than 5:00 pm, on Tuesday, May 15, 2018. All responses must be in a PDF and have “Public Art Inventory and Conservation Assessment” in the saved file name and in the subject line of an email, submitted to info@artsfoundtucson.org. Please submit one PDF that includes a response to the RFP, as well as three professional references that are directly relevant to this proposal.

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the Arts Foundation to award a contract, nor is the Arts Foundation liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The Arts Foundation retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact Jeff DaCosta, Public Art Manager, via email at jdacosta@artsfoundtucson.org no later than April 18, 2018. Answers to questions will not be provided by telephone or email. Rather, answers to all question or any addenda will be posted on the Arts Foundation for Tucson and Southern Arizona site at artsfoundtucson.org/opportunities – under the requisite opportunity. It is the vendor’s responsibility to check this site for any updates.
I. BACKGROUND/SUMMARY/or INTRODUCTION

In spring 2018 the City of Tucson allocated funds from the Transient Occupancy Tax for maintenance of the City of Tucson’s current public art collection. The Arts Foundation for Tucson and Southern Arizona now seeks to engage a conservator to inventory the City’s existing public art collection and to evaluate the integrity of each art work.

II. SCOPE OF SERVICES

Tasks:

The scope of services will include (but is not limited to) the following:

- Examine each of the approximately 150 pieces of art in the City’s collection and assess its current condition. (The Arts Foundation for Tucson and Southern Arizona will provide a list of pieces of art and their locations.)
- Develop a list of recommendations for any necessary repairs, including an assessment of the materials required and whether the art work should be sent to an outside conservator lab or if the repairs can be made on site by another consultant at a future date.
- Estimate the repair cost for each art work in materials and conservator time.
- Identify the preferred location or conditions for siting the artwork (e.g., out of direct sunlight, etc.).
- Contact the artists, when needed, to confirm structural materials of the art work. (The Arts Foundation for Tucson and Southern Arizona will provide contact information for each artist when possible.)
- Assess and document the general value of each piece.
- Make recommendations on which repairs should be prioritized.
- Establish a list of art works that need to be decommissioned or that cannot be repaired.
- Provide deliverables including:
  - An updated inventory (in spreadsheet format) of the City of Tucson’s Public Art Collection including all findings regarding existing condition, maintenance and repair requirements, preferred locations for best viewing, value, and any other relevant findings.
  - Entry of data about each piece into the Public Art Archive http://www.publicartarchive.org/content/about-public-art-
• A presentation to staff and the Public Art Community Design Committee on the findings.

III. **SUBMISSION REQUIREMENTS**

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. **Contractor Identification:**

   Provide the name of the firm or contractor, the firm or contractor’s principal place of business, the name and telephone number of the contact person and company tax identification number.

2. **Client References:**

   Provide a minimum of three (3) client references. References should be cities or other large public sector entities. Provide the designated person’s name, title, organization, address, telephone number, and the project(s) that were completed under that client’s direction.

3. **Project Understanding and Approach:**

   Provide a narrative demonstrating understanding of the requirements of this RFP, including but not limited to proposed approach to completing the work, a project plan identifying major tasks, task owners, durations, and dependencies, and key success factors and potential challenges. Respondents are encouraged to demonstrate their expertise in performing the work required herein.

4. **Price Proposal:**

   The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

5. **Contract Terminations:**
If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The Arts Foundation will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm or contractor has not experienced any such termination for default or early termination in the past five (5) years, please indicate this in the proposal.

IV. SELECTION CRITERIA

Proposals will be evaluated in accordance with the selection criteria below:

1. Client References – 20%
2. Costs – 30%
3. Project understanding and approach. – 50%

The Arts Foundation reserves the right to consider information in the selection process that is independently derived. Proposal responses will be evaluated, rated and ranked by committee. The selection will be made based on the proposal offering the best overall value, and that which is most advantageous to the Arts Foundation and City of Tucson.

The Arts Foundation reserves the right to reject any and all submissions.

V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Email invoices to the Project Manager and reference the contract number: jdacosta@artsfoundtucson.org

Payments: The Arts Foundation will make payment to the vendor within
30- days of receipt of a correct and complete invoice.

VI. **ARTS FOUNDATION REQUIREMENTS**

A. **Non-Discrimination Requirements:**

**Fair Labor Standards**

All professionals related to or supporting this project without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities.

No part of any project or production which is financed in whole or in part under the grant will be engaged in or performed under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production. Compliance with the safety and sanitary laws of the State in which the performance or part thereof is to take place shall be prima facie evidence of compliance.

**Civil Rights**

All contracts and awards from The Arts Foundation for Tucson and Southern Arizona are in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title IX of the Education Amendments of 1972.

No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance section (601). No person in the United States shall on the basis of sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance. No otherwise qualified handicapped individual in the United States, as defined in Section 7 (6) shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

In addition, Arts Foundation contract recipients must also follow guidelines laid about by The Equal Employment Opportunity Commission (EEOC), which enforces the prohibitions against employment discrimination in Title VII. The EEOC has held that discrimination against an individual because that person is transgender (also known as gender identity discrimination), and also held that discrimination against an individual
because of that person’s sexual orientation is discrimination because of sex and therefore prohibited under Title VII of 1964.

B. Conflict of Interest:

In the sole judgment of the Arts Foundation, any and all proposals are subject to disqualification on the basis of a conflict of interest. The Arts Foundation may not contract with a vendor if the vendor or an employee, officer or director of the proposer’s firm, or any immediate family member of the preceding, has served as an elected official, employee, or Public Art Community Design committee member who influences the making of the contract.

Furthermore, the Arts Foundation may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The Arts Foundation, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. Please identify any person associated with the firm that has a potential conflict of interest.

VII. OTHER REQUIREMENTS

A. Insurance:

The selected contractor will be required to maintain general liability insurance in the minimum amount of $1,000,000, automobile liability insurance in the minimum amount of $1,000,000 and a professional liability insurance policy in the amount of $2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the Arts Foundation, its officers, agents, volunteers and employees as additional insureds.

B. Worker’s Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker’s Compensation Insurance. (Worker’s Compensation Insurance cannot be waived for any person who employs others.)
VIII. SCHEDULE (dates are subject to change)

- Issue RFP to potential bidders: April 6, 2018
- Questions Due: April 18, 2018
- Proposals due from potential bidders: May 15, 2018
- Complete Selection Process: June 15, 2018
- Interviews with Finalists: June 17-30, 2018
- Award of Contract: July 1, 2018
- Notice to proceed: August 1, 2018

Thank you for your interest in working with the Arts Foundation for Tucson and Southern Arizona for this service. We look forward to receiving your Statement of Qualifications.
ATTACHMENT A

CHECKLIST

☐ Proposal describing service

☐ Contractor Identification and Company Information

☐ Client References

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR(S) AFTER APPROVAL TO AWARD CONTRACT.

☐ Provide original - signed Evidence of Insurance
  
    o Auto
    o Liability
    o Worker’s Compensation
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

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The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is___________________________.

2. ARTS FOUNDATION FOR TUCSON AND SOUTHERN ARIZONA ("Arts Foundation") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:

   _____________________________.

The insurance provided applies as though separate policies are in effect for both the named insured and Arts Foundation, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.

4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to Carol Varney, Executive Director, Arts Foundation for Tucson and Southern Arizona.

5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

______________________________
Insurance Company

Date: ____________  By:______________________________
Signature of Underwriter's
Authorized Representative
SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Tucson Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of ____________, in the year ____________, at ______________, ________
(City)
(State)

Name (please print) ___________________________ Signature ___________________________

Title ___________________________ Federal ID or Social Security Number ___________________________

FOR ARTS FOUNDATION FOR TUCSON AND SOUTHERN ARIZONA USE ONLY

☐ Non-Compliant (The Arts Foundation may not do business with this contractor/vendor)
☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures
☐ Provisional Compliance Category, Full Compliance by Date: ___________________________
Staff Name (Sign and Print): ___________________________ Date: ___________________________