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CITY OF PHOENIX

**CALL TO ARTISTS
PREQUALIFIED ARTIST ROSTER FOR MURALS
CITY OF PHOENIX OFFICE OF ARTS AND CULTURE
2025 - 2027**

ART-RFQu-03-2025 Artist Roster for Murals

DEADLINE FOR RECEIVING APPLICATIONS

Deadline Extended to May 14, 2025
5:00 PM Phoenix Time

EMAIL QUESTIONS AND INQUIRES

April 23, 2024
5:00 PM Phoenix Time

PROCUREMENT OFFICER:

Romeo Rabusa
City of Phoenix Office of Arts and Culture
200 W. Washington Street, 10th Floor
Phoenix Arizona 85003-1611
Email: romeo.rabusa@phoenix.gov
mgr.arts.procurement@phoenix.gov
Phone: (602)534-8334

PROJECT MANAGER: Catina Elizabeth Crum

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Deadline to Apply Extended: May 14, 2025, at 5:00 pm



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SECTION I – ABOUT US

The City of Phoenix Office of Arts and Culture

City of Phoenix Office of Arts and Culture was established in 1985 to champion and sustain the City's arts and culture community to make Phoenix a great place to live, work, and visit.

Our Commitment

City of Phoenix Office of Arts and Culture believes in fair treatment, access, and opportunity for all individuals. Our equity strategy aims to identify and eliminate barriers that have prevented marginalized groups' full participation in the agency's programs and to strengthen equity, diversity, and inclusion in the arts and culture sector for Phoenix residents.

The City of Phoenix fully endorses and supports the concept of equal business and employment opportunities for all persons, regardless of race, color, age, sex, religion, national origin, genetic information, marital status, disability, sexual orientation, or gender identity or expression.

Land Acknowledgement:

City Phoenix Office of Arts and Culture acknowledges that modern-day Phoenix is on the traditional lands of the Akimel O'odham (Pima) and the Tohono O'odham and before that their ancestors (Hohokam) as well as the Pee-Posh (Maricopa). We honor the elders of both past and present, as well as future generations that enable us to live here today. Further, we acknowledge the sovereignty of the [22 Tribal Nations](#) who continue to steward the lands that make up the state of Arizona.

SECTION II – SCOPE OF WORK AND PROJECT DESCRIPTION

City of Phoenix Office of Arts and Culture seeks qualifications from muralists for the development of a Pre-Qualified Roster. The intention of this Roster is to invite Artists who are interested in working with the City of Phoenix or Arizona residents and businesses for the purpose of commissioning murals. Accepted submissions from artists will be able to create meaningful artworks that can be incorporated into a specific site, area, or context both on public or private property. Muralists selected for the Muralist Pre-qualified Artist Roster will be eligible for City-funded projects over the next three years. The Artist Roster will be made publicly available for residents and businesses to utilize at their discretion.

Estimated Timeline	
March 20, 2025	Call to Artists released
April 23, 2025	Deadline for questions and inquiries 12 PM PT
May 14, 2025	Extended Application Deadline 5 PM Phoenix Time
May 2025	Selection Panel Review and Recommendation
June 2025	Artist Notifications
July 2025	Publication of Muralist Prequalified Roster on Website

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SECTION III – TRANSPARENCY POLICY

Beginning on the date this RFQu is issued and until the date a contract is awarded or the RFQu withdrawn, all persons or entities that respond to this RFQu for the services outlined below, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys, (collectively, the “Respondent”) must refrain from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Respondents may continue to conduct business with the City and discuss business that is unrelated to the solicitation with City staff.

Respondents may discuss their proposal or this RFQu with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Romeo Rabusa, Procurement Officer, conducted in person at 200 W. Washington St., Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter and invite the public to participate. Romeo Rabusa’s contact info is romeo.rabusa@phoenix.gov or (602)534-8334.

This policy is intended to create a level playing field for all Respondents, assure that contracts are awarded in public, and protect the integrity of the selection process. RESPONDENTS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.

SECTION IV – RESPONSE INFORMATION

Cost: There is no fee to apply to this RFQu.

Deadline to apply: Applications must be received no later than 5:00 pm Phoenix time on May 14, 2025. Late applications will not be considered.

Eligibility: This opportunity is open to artists residing in Arizona. No public art experience is required. Teams are eligible to apply but must designate a lead applicant for communication purposes.

City of Phoenix employees, Parks Board members, and Arts and Culture Commissioners and their immediate family members, and selection panelists and selection panelists’ immediate families, are excluded from participating in this opportunity. Applications from artists’ representatives, managers, or galleries will not be accepted.

Applicant Pool: Applicants to this RFQu may be considered for similar public art project opportunities developed by the City of Phoenix Office of Arts and Culture.

Application Materials: Applications must be submitted online via www.PublicArtist.org. Do not mail or email applications or original artwork. Applicants are strongly encouraged to retain a complete copy of their application for their records.

1. **Letter of Interest** (400-word limit) - Think of this as a job application and your cover letter. Be as succinct as possible. Letter of Interest should communicate your artistic vision and relevant

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experience. Letter must also **include mural installation methods and capabilities, such as, hand painted murals or polytab installations.**

2. **Resume or CV** (3-page limit per team member) - Current professional resume or curriculum vitae (CV) including vendor's name, address, email, and phone number. Teams must submit one resume/CV per team member merged into one PDF file.
3. **Work Samples** – Ten (10) digital images or videos of previously created work in a digital format. Do not put text on your images. We recommend using only one photograph or video per work sample. Collaging more than one image together may reduce the panelists' ability to see your work clearly. Follow www.PublicArtist.org guidelines for sizing.

SECTION V – EVALUATION AND SELECTION PROCESS

A selection panel will be convened by the City of Phoenix Office of Arts and Culture to review applications received and make recommendations. Responses to this RFQu should be concise, well organized and provide the requested information. Applications lacking the necessary information will not be considered.

Evaluation Criteria: Responses to this Call should be concise, well-organized and provide the requested information. Late applications, incomplete applications, or applications that fail to meet the eligibility requirements will not be considered.

During the evaluation process, applications will be scored using the following criteria:

Evaluation Criteria Description	Points
1. Artistic Merit Works samples demonstrate strong artistic vision and consistency across the artist's body of work	20
2. Potential for a Successful Outcome Letter of Interest demonstrates relevant experience and clearly states mural installation methods.	10
3. Community Engagement and Collaboration Application materials show experience or interest in engaging with the community and collaborating with partners.	10

After evaluating applications, the City, at the request of the selection panel, may ask some or all Respondents to submit supplemental information and concepts, or to participate in interviews.

SECTION VII – ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions shall apply, be incorporated and made a part of any contract resulting from this RFQu:

Employment Disclaimer: Any Respondent that enters into a contract with the City as a result of this RFQU agrees it is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract. The Respondent shall agree that no

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individual performing under such contract on behalf of the Respondent will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Such Respondent shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individual and shall save and hold harmless the City with respect thereto.

Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Respondent who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, any Respondent that enters into a contract with the City as a result of this RFQ agrees that:

1. The Respondent, and each subcontractor it uses, warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, Subsection A.
2. A breach of warranty under paragraph a. shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
3. The City retains the legal right to inspect the papers of the Respondent or subcontractor employee(s) who work(s) on the contract to ensure that the Respondent or subcontractor is complying with the warranty under Paragraph a.

Lawful Presence Requirement: Any Respondent that enters into a contract with the City as a result of this RFQ agrees that pursuant to A.R.S. §§ 1-501 and 1-502, the City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, if Respondent is a person, Respondent will agree to produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

Transactional Conflicts of Interest: Each Respondent that enters into any contract resulting from this RFQ 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: Vendors selected for City of Phoenix projects must procure and maintain insurance until all its obligations under the resulting agreement have been discharged, including any warranty periods. These insurance requirements are minimum requirements and in no way limit the indemnity covenants. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Vendor from liabilities that might arise from or in connection with the performance of the contract services by the Vendor, its agents, representatives, employees or subcontractors.

1. COVERAGE LIMITS

The selected Vendor(s) shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability

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The policy must include bodily injury, property damage and broad form contractual liability coverage.

<i>General Aggregate</i>	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence	\$1,000,000

B. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
<i>Employers' Liability</i>	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

- i. The policy shall contain a waiver of subrogation against the City of Phoenix.
- ii. Vendor's subconsultants shall be subject to the same minimum requirements identified above.
- iii. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

C. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the contract.

Combined Single Limit (CSL)	\$1,000,000
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- i. The policy shall be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor.
- ii. Vendor's subconsultants shall be subject to the same minimum requirements identified in this section.
- iii. Vendor's insurance coverage must be primary and non-contributory with respect to all other available sources.

Notice of Cancellation: For each insurance policy required by the insurance provisions of a resting agreement, the Vendor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

Romeo Rabusa, Procurement Officer
City Phoenix Office of Arts and Culture
200 W. Washington Street, 10th Floor
Phoenix Arizona 85003-1611
Email: romeo.rabusa@phoenix.gov
Phone: (602)534-8334

Verification of Coverage: Vendor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by a resulting agreement. The certificates for each

All certificates and any required endorsements are to be received and approved by the City before any Services commence under this Agreement. Each insurance policy required by this Agreement must be in effect at or prior to commencement of the Services under this Agreement and remain in effect as specified in the first paragraph of this Section VI. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

All certificates required by a resulting agreement must be sent directly to the City Contact.

The City contract number must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

Subcontractors: Vendor's certificate(s) must include all subcontractors as additional insureds under its policies or Vendor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the City and its officers, agents, and employees from and against all Claims (as defined below) suffered or incurred by the City as a result of any claim that the Artwork, the Artwork Design, or any other work or service provided by the Vendor in connection with this Agreement, infringes any patent, copyright, trademark, trade secret, or other intellectual property right(s) of a third party.

1. Indemnification of City

The Vendor shall indemnify, defend, and hold harmless the City and its officers, officials, agents and employees ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions, of the Vendor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. The Vendor must indemnify Indemnatee from and against any and all Claims, except those arising solely from the Indemnatee's own negligent or willful acts or omissions. The Vendor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Vendor agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of Vendor under this provision survive the termination or expiration of this Agreement.

2. Vendor's Obligations for Work of Third Party

If any part of the Vendor's Services depends on proper execution or results upon the work of a third party, the Vendor shall immediately report to the City any apparent discrepancies or other defects in such other work that renders it unsuitable for proper execution or results. The Vendor shall not be responsible for any liability or failure to fulfill the Vendor's obligations due to such reported discrepancies or defects.

***** END *****