



CITY OF PHOENIX
ARTS AND CULTURE DEPARTMENT

**REQUEST FOR QUALIFICATION (RFQ_u)
FOR QUALIFIED VENDORS
PHOTOGRAPHY AND VIDEOGRAPHY SERVICES
FOR ARTS AND CULTURE**

DEADLINE FOR RECEIVING APPLICATIONS

May 3, 2024
5:00 PM (MST)

EMAIL QUESTIONS AND INQUIRIES DUE

April 26, 2024, at 12:00 PM (MST)
melodie.mendivil@phoenix.gov

PROJECT MANAGER: Catina Crum
PROCUREMENT OFFICER: Melodie Mendivil
Phoenix Arts and Culture Department
200 W. Washington Street, 10th Floor
Phoenix Arizona 85003-1611
Email: melodie.mendivil@phoenix.gov
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SECTION I – ABOUT US

Phoenix Arts and Culture Department

The Phoenix Arts and Culture Department (ACD) was established in 1985 to champion and sustain the City's arts and culture community to make Phoenix a great place to live, work, and visit.

Our Commitment

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

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

Land Acknowledgement

The Phoenix Arts and Culture Department 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 DESCRIPTIONS

The Phoenix Arts and Culture Department intends to award contracts to qualified photographers and videographers to create digital assets which will be used for non-commercial internal and external publications. The Department requires the services of professional photographers and videographers to capture and document new public artworks, temporary and performing art presentations, and a variety of arts and culture events. Sessions will be scheduled on an as-needed basis. Vendors may submit for photography or videography or both services. Vendors selected for this Roster will be eligible for several projects over the next three years.

Vendor Responsibilities may include (but are not limited to):

- Document live public ACD events using photography or videography (action photos, candid photos, staged individual or group photos, etc). Locations may be anywhere in Phoenix;
- Document the interior and exterior of buildings during the day or night with photography or videography to capture public artworks (including terrazzo, murals, sculptures, bus shelters, architecture, landscape, panoramic views, etc);

- Document public artworks that may be large or small in scale with photography or videography for ACD publications, advertising and social media purposes (may require drone photography depending on the scale);
- Photograph two- and three-dimensional artwork from the City’s portable works collection;
- Produce quality, high-resolution images designed in-camera;
- Provide all lighting, sound, camera, video, and additional equipment that may be required;
- Provide photofinishing, color correcting, and other post-production work;
- Provide finished and edited products (digital images or video) within city-approved timeframe;
- Interact with City of Phoenix staff during regular business hours (8:00 a.m. to 5:00 p.m. local Phoenix time, Monday through Friday)
- Work independently and collaboratively with City staff outside of regular business hours.
- Travel to locations within the Phoenix metropolitan area to capture and document art projects and events.

Estimated Timeline

April 5, 2024	RFQ Released, Application Open
April 26, 2024	Deadline for questions and inquiries 12:00 PM (PT)
May 3, 2024	Application Deadline 5:00 PM (MST)
May 2024	Review of submissions
June 2024	City Council approval of Qualified Vendor List

City Responsibilities

The Contractor hereby grants to the City an exclusive, perpetual, and fully paid right to use and publish the Work as the City deems fit.

The Contractor further licenses the City to make, and to authorize the making of and use of other reproductions of the Work for educational, public relations, arts promotional and other non-commercial purposes. For the purposes of this Agreement, the following are among those uses deemed to be for non-commercial purposes: brochures and pamphlets pertaining to the City; advertising and other imagery/publications that promote(s) programs and services of the City; reproductions in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; on the internet and other electronic formats; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; and television from stations operated for educational purposes or public service or on programs for educational or public-service purposes from all stations. Whenever possible, on any and all such reproductions, the City shall place a copyright notice in the form and manner required to protect the copyright in the results of the Services, as applicable, compliant with Section 401 of the Copyright Act of 1976 as

amended, or any successor Act.

The City agrees that unless the Contractor requests to the contrary in writing, all references to the Work or the other work products produced under this Agreement and all reproductions shall identify the Contractor as the Contractor. The Contractor agrees that whenever practicable, all formal references to the Services provided under this Agreement, any work products and the final physical result of the design shall include the following credit line: "Completed through the Phoenix Arts and Culture Department's Public Art Program."

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 Melodie Mendivil, 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. Melodie Mendivil's contact info is melodie.mendivil@phoenix.gov or [\(602\) 534-7230](tel:6025347230).

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

Requirements and deadlines for submitting a response to this RFQu:

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

Deadline to apply: Applications must be received no later than 5:00 pm (MST) on May 3, 2024. Late applications will not be considered.

Eligibility: This RFQu is open to any professional photographers and videographers who reside in Arizona with the **demonstrated ability to meet the criteria** (SEE SECTION V – EVALUATION & SELECTION), regardless of race, ethnicity, gender, age or experience level.

City of Phoenix employees and Phoenix Arts and Culture Commissioners and their immediate family members are excluded from participating in this project.

Applications: Applications must be submitted by email to arts.culture@phoenix.gov. Do not mail applications or original work. Applicants are strongly encouraged to retain a complete copy of their application for their records.

You can find more information at www.phoenix.gov/arts/public-art-program/public-art-opportunities.

Applicant Name: If applying as a team, please select a team lead as a point of contact for all communications.

Application Materials:

1. Letter of Interest (400-word limit) - Think of this as a job application and your cover letter. Be as succinct as possible. Describe why you are interested in these opportunities and highlight any relevant experience.
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, DOC, or DOCX file.
3. Images or Videos – Six (6) to 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 per image. Collaging more than one image together may reduce the panelists’ ability to see your work clearly. **Photographs and videos may be sent as html links or via a compressed folder (zip file).**
4. Pricing Proposal – Include pricing proposals for Item No. 1 – 4, using the example provided below. New pricing proposals may be provided each year.

PRICING PROPOSAL (ESTIMATED QUANTITIES) - Example

Item No.	Description	Annual Quantity	Unit of Measure	Unit Cost	Total
1	Photographs for artwork	10 artworks	Per Artwork	\$ -	\$ -
2	Photographs for live-event	15 events	Per Event	\$ -	\$ -
3	Videography per hour	10 videos	Per Hour	\$ -	\$ -
4	Drone images for artwork	5 artworks	Per Artwork	\$ -	\$ -
Total					

Prices offered shall be all-inclusive for each session per artwork or event. This includes overhead, travel time, photograph/video hours, mileage, film, editing, touch-ups, post-production costs, high-resolution photos, incidental expenses and equipment rental if necessary.

Contact information: The City of Phoenix contact for this RFQu is Melodie Mendivil, Procurement Officer (the “City Contact”). Any questions relating to this RFQu shall be directed to Melodie Mendivil at melodie.mendivil@phoenix.gov or (602) 534-7230. To be considered, such questions must be received by April 26, 2024, at 5:00 PM (PT).

If a Respondent believes that any portion of this RFQu is ambiguous, inconsistent or contains an error, the Respondent shall promptly notify the City Contact of the apparent discrepancy before April 26, 2024. If the Respondent fails to notify the City Contact of the discrepancy before that date, the Respondent’ shall be deemed to have waived any such claim of ambiguity, inconsistency, or error in this RFQu.

SECTION V – EVALUATION AND SELECTION

A selection panel will be convened by the Phoenix Arts and Culture Department 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.

Submissions will be evaluated using the following criteria:

No.	Evaluation Criteria	Scoring Method
1.	Demonstrated artistic quality of previously completed photographs/videos. <i>Images and videos submitted are of professional quality and show a clear understanding of photo and/or video documentation.</i>	Pass / Fail
2.	Experience completing work of a similar scope. <i>Letter of Interest and Resume or CV demonstrate experience documenting artwork, public events, architecture or other similar subjects.</i>	Pass / Fail
3.	Experience in collaborating with individuals or organizations to execute deliverables. <i>Letter of Interest and Resume or CV demonstrate experience collaborating with individual clients or organizations to complete assignments.</i>	Pass / Fail
4.	Pricing Schedule – Submitted pricing schedule includes requested information.	Pass / Fail

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 VI – TERMS AND CONDITIONS OF RFQU

Any Respondent that submits a response to this RFQu shall be deemed to agree to the following terms and conditions if they perform work for the City of Phoenix (the “City”):

Incurred Costs: Each Respondent will be responsible for all costs incurred in preparing a response to this RFQu. All materials and documents submitted by the Respondent in response to this RFQu or any additional requests for materials and documents made by the City for evaluation pursuant to this RFQu will become the property of the City and will not be returned. Respondents selected by the City to move forward in this project may be eligible to receive assistance with costs incurred as part of this RFQu to Vendor’s. Respondents asked to provide supplemental information or participate in interviews may be eligible for financial assistance depending on project budget. Further information will be provided as deemed appropriate by the City. Respondents should assume that no reimbursement will be provided unless the City explicitly indicates otherwise.

Reservation of Rights by City:

The City is not obligated to accept any submittal or to negotiate with any Respondent. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City after all submittals have been examined and canvassed, to reject any or all submittals, and to be the sole judge of the Respondents best suited for the City.

The issuance of this RFQu and the acceptance of any response to this RFQu does not constitute an agreement by the City that any contract shall actually be entered into by the City.

Right to Disqualify: The City reserves the right to disqualify from consideration for any City work any Respondent who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify from consideration for any City work any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the Respondent or discovered through any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of an RFQ response, each Respondent waives any right to object now or at any future time, before anybody or agency (including, but not limited to, the City Council of the City or any court) as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City.

Applicable Law: Any and all disputes arising under any contract resulting from this RFQu or otherwise in connection with this RFQu, shall be governed according to the laws of the State of Arizona, and the Respondent submitting a RFQu response agrees that the venue for any action brought to enforce provisions of a contract resulting from this RFQu shall be in the State of Arizona.

Compliance with Laws: Respondents who successfully obtain a City contract shall comply with all applicable laws, ordinances, statutes, codes, rules and regulations in the course of performing their duties under the contract.

No Verbal Agreements: No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of any contract, if any, shall affect or modify any of the terms or obligations contained or to be contained in such contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or any Respondent selected from the RFQu to enter into an agreement. All agreements shall be made in writing and contract changes shall be made by written amendment signed by both parties.

Non-waiver of Liability: The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Respondent submitting a RFQu response agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

Fund Appropriation Contingency: The continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such agreement item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

SECTION VII – ADDITIONAL TERMS AND CONDITIONS

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

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

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

B. Worker's Compensation and Employers' Liability

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

- 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:

Melodie Mendivil, Procurement Officer
Phoenix Arts and Culture Department
200 W. Washington Street, 10th Floor
Phoenix Arizona 85003-1611
Email: melodie.mendivil@phoenix.gov
Phone: (602) 534-7230

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 insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by 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 ("Indemnitee") 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 Indemnitee from and against any and all Claims, except those arising solely from the Indemnitee'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 *****