



REQUEST FOR PROPOSALS (RFP)  
FOR  
CIVIC CENTER ARTWORK 2022

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: RFP PR 22-01

Solicitation Title: Civic Center Artwork 2022

Release Date: March 31, 2022

Advertisement Dates: March 31, 2022 and April 7, 2022  
Arizona Business Gazette

Final Date for Inquiries: May 23, 2022

Proposal Due Date and Time: May 31, 2022  
3:00 p.m. (local time, Phoenix, Arizona)  
3:00 p.m. opening at City Hall

Target City Council Award Date: June 14, 2022

RFP Administrator: bidquestions@tolleson.az.gov  
City of Tolleson  
9555 West Van Buren Street  
Tolleson, Arizona 85353

\* In the event that a Proposer cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

\*\* The City of Tolleson reserves the right to amend the solicitation schedule as necessary.

## PUBLIC NOTICE

The City of Tolleson (the “City”) is issuing a Request for Proposals (“RFP”) seeking an artist(s) to design and install four original artwork murals for the City of Tolleson Civic Center, 9550 W. Van Buren Street in Tolleson. The selected artist may propose to provide one, two, three or all four murals. The artist shall provide adequate, experienced personnel, capable of, and devoted to the successful design and complete installation of the murals.

The RFP documents related to this notice are available for download from the City’s website: [www.tolleson.az.gov](http://www.tolleson.az.gov) under Doing Business in Tolleson – Bid Opportunities/Procurement.

Submittals must be received electronically via the City of Tolleson’s drop box folder.

**IMPORTANT:** All interested parties must contact the Procurement Officer at [bidquestions@tolleson.az.gov](mailto:bidquestions@tolleson.az.gov) to register for this RFP. All registered parties will receive a link to the City’s drop box folder for submittals.

Questions must be in writing by email no later than May 23, 2022 directed to: [bidquestions@tolleson.az.gov](mailto:bidquestions@tolleson.az.gov).

All submittals must be fully uploaded no later than 3:00 pm on May 31, 2022 (local time, Phoenix, AZ). It is the respondent’s responsibility to confirm the City’s receipt of their RFP.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

**THE CITY OF TOLLESON RESERVES THE RIGHT TO REJECT ANY AND ALL SUBMITTALS AND RESERVES THE RIGHT TO CANCEL OR POSTPONE THIS RFP AT ANY TIME.**

**DIRECT CONTACT WITH SELECTION COMMITTEE MEMBERS OR ANY CITY EMPLOYEE CONCERNING THIS RFP AT ANY TIME IS STRICTLY PROHIBITED.**

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## **I. HISTORY AND BACKGROUND**

### **CITY OF TOLLESON**

It is impossible to think of the City of Tolleson without thinking of its sense of community. Tolleson has been fortunate to retain its community values of appreciation for diversity, leadership, family and the preservation of the human condition, in the midst of dramatic regional growth.

Tolleson, the hub of the west end of Salt River Valley, was founded in 1912 by Walter G. and Alethea H. Tolleson, and incorporated in 1929. In 1908 the Tolleson family migrated to Arizona from South Carolina, and in 1910 purchased a 160-acre ranch at the intersection of 91st Avenue and Van Buren Street for \$16,000. The old "Ten Mile Store" on the southwest corner, having been the first stagecoach stop in route to Yuma, was re-opened by Mr. Tolleson, and formed the nucleus for the founding of the town.

In an effort to market his community as a viable farming opportunity, Mr. Tolleson chartered a train, provided free lunches for prospective buyers, and gave away five-dollar gold pieces to those holding the lucky numbers. That day, 80 lots were sold at auction at a price of \$50.00 per lot.

During the 1930's, Tolleson, like other communities across the nation struggle wearily through the Great Depression. Beginning with the '40s, agriculture in the surrounding area began a dramatic recovery providing an economic boost to the city. By the 1950's, Tolleson had become known as the "Vegetable Center of the World."

The early 1960's brought a rapid decline of agri-business as more methods and machinery became available to area farmers. The miles of packing sheds and associated employment rapidly disappeared as improved shipping methods and reduced vegetable acreage eliminated their need.

The 1970's, in preparation for future growth, city planners developed a master plan, stated street beautification projects, encouraged new housing development and built a two-million-dollar sewage treatment plant essential for industrial and residential growth.

The 1980's marked the entry of Fry's Food and Drug and Albertson's Distribution Centers that generated spinoff industrial development to Tolleson by showcasing the community's advantageous proximity to major shipping thoroughfares- a prerequisite for industrial businesses. Interstate 10, Union Pacific Railroad and State Route 85 (Buckeye Road) trisect Tolleson within a one-mile radius creating a synergistic environment for such significant companies as PepsiCo, Bose, Nabisco, Weyerhaeuser, McKelvey Trucking.

Today, Tolleson is the west valley's industrial employment center hosting over 20 Fortune 500 companies employing more than 20,000, compared to just over 7,000 residents resulting in one of the most impressive jobs-to-residents ratios in the nation.

Although small, Tolleson is in the middle of it all, with Phoenix International Raceway 10 minutes south and entertainment venues in Glendale, Peoria, Goodyear and Phoenix 10 minutes north and east. Our 6-square-mile city competes with communities throughout the country for economic development opportunities while remaining steadfast in commitment to our most fundamental values captured best by the City's Vision Statement:

***The City of Tolleson will retain the foundation of our family oriented, friendly, small town atmosphere. We will support a positive, diverse growth environment that maintains and enriches the quality of life for everyone.***

## **MISSION, VISION, CORE VALUES**

### **Mission:**

The City of Tolleson provides an inclusive, healthy, safe affordable place to live, work, play and raise a family.

### **Vision:**

The vision of the City of Tolleson is to be financially sound to fund reliable programs and services. We support leadership development opportunities for all.

## **Core Values**

### **Caring:**

We provide and engage with all members of the community. Display kindness to one another through words, actions, high quality service delivery and environmental integrity.

### **Collaboration:**

We work together to accomplish common goals. Develop relationships with community partners that are strategically specific for community members. Engage the community for proactive, ongoing dialog.

### **Equity:**

Foster fairness and compromise to ensure that every part of the City is taken care of and all community members have the opportunity to succeed.

### **Inclusion:**

The City of Tolleson is stronger because all of its diverse voices are heard and included. We meet our community members where they are at and we leverage individual strengths to help one another succeed. We are a united front.

### **Inspire:**

We inspire one another through family, generational leadership and commitment to each other. We amplify one another to cultivate greatness.

## **Art in Tolleson: Paseo de Arte - Path of Art**

The City of Tolleson and the West Valley Arts Council partnered up in the Gallery 37 Program in support of the Council's mission to drive arts policy forward and to champion arts education throughout the West Valley. Gallery 37 provides West Valley high school students an arts-based community project that inspires them to seek higher education and pursue a meaningful career in the arts. Each summer, for the past 14 years, students have worked side-by-side with professional master artists developing and installing compelling permanent public art projects in communities throughout the West Valley. Gallery 37 has become a highly anticipated summer program with strong regional visibility. Through this program these young artists were able to creatively express Tolleson's past, present and future representation of culture and vision for the future. This remarkable collaboration resulted in the Paseo de Arte "Path of Art" located in the heart of Tolleson, Paseo de Luces.

## II. RFP PROCESS AND SELECTION PROCESS

- 1.1 Overview. The City of Tolleson is seeking a local artist(s) to design and install four original artwork murals for the new City of Tolleson Civic Center, 9550 W. Van Buren Street in Tolleson.

Artists are invited to submit a concept proposal for a mural(s) for one or for more than one panel which will be located at the new Tolleson Civic Center. The artwork should reflect the City's Mission, Vision Core Values and history. It should also reflect the results of the Community Art Survey (Attachment B).

The City desires the panel located on the northern portion of the building facing Van Buren Street to be a wall wrap installation. The deliverable artwork for this panel shall be made in vector art format and delivered as an eps, pdf or ai file. Artist shall use Adobe Illustrator or Corel Draw and the art shall be designed to actual dimensions for best possible resolution. City staff will manage the procurement and installation of the wall wrap. The proposal submission for this image shall be in pdf format.

The remaining three panels found within the Civic Center can be but are not limited to hand painted murals. Artists are encouraged to be creative in their submissions and may propose alternative media.

- 1.2 Eligibility. This request for proposals is open to professional mural artists that currently reside or formally resided in Tolleson OR a non-resident artist that will manage a collaborative effort inclusive of the local artistic community.

The artist will be responsible for installing the artwork at the Civic Center. The selected artist(s) will be required to provide evidence of general liability insurance, auto insurance and workers compensation (if applicable) per the terms of the agreement (Attachment B).

- 1.3 Preparation / Submission of Proposal. Proposers are invited to participate in the competitive selection process for the Project outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Proposer does not meet the minimum required skill, experience or requirements to develop the Project.
- (2) Proposer has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Proposer cannot demonstrate financial stability.

- (4) Proposer's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.
- B. Submittals. Interested Proposers must upload their submission in a PDF file to the City's drop box before 3 p.m. May 31, 2022. The file should be named with the Proposers name along with the RFP number.
- C. Required Submittal. The Proposal shall contain
  - (1) Letter of Intent (LOI) / Cover Letter: Explain your understanding of the project and how your conceptual design expresses and supports the project themes and how your past work and qualifications demonstrate your ability to meet its goals and physical constraints. Include your name address, business name, address, phone, email, website. Limit your LOI to one page. The letter shall be signed by the artist or the agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
  - (2) Conceptual Mural Design: Up to 4 color mock up mural renderings to scale, submitted as an Adobe PDF document. Include with the image(s) a narrative to explain how the concept supports the projects themes. Renderings are the property of the artist and recognized as original intellectual property. The City has no authority to reproduce for commerce any art submittals. Artist will be contractually bound to final production as depicted in mock-up.
  - (3) Portfolio / Images of previous work: Color digital images of at least three separate exterior wall murals already in place. Each image shall include project title, location, including city, neighborhood, approximate dimensions, media used, time to complete, budget and name of commissioning agency.
  - (4) Resume(s): Provide a current resume for each team member. Limit resumes to one page each.
  - (5) Identify materials to be used: colors, media, materials, etc. as necessary to best convey concept.
- D. Proposer Responsibilities. All Proposers shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) upload Proposal files by the Proposal Due Date and Time. Late Proposals will not be considered. A Proposer submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

- E. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for 90 days after the Proposal Due Date and Time indicated on the cover of this RFP.
  - F. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Proposer (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.
- 1.4 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.
- 1.5 Inquiries.
- A. Written Inquiries. Any question related to the RFP shall be emailed to [bidquestions@tolleson.az.gov](mailto:bidquestions@tolleson.az.gov) by the date indicated on the cover page of this RFP. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. Any Consultant found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive
  - B. Inquiries Answered. Verbal or telephone inquiries directed to City staff will not be answered. Answers to all questions received in writing via e-mail will be posted to the Tolleson website on May 25, 2022. No questions, submitted in any form, will be answered after the Final Date for Inquiries.
- 1.6 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the cover letter of the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.
- 1.7 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
- 1.8 Certification. By submitting a Proposal, the Proposer certifies:
- A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.
  - B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

- C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Proposer's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to [bidquestions@tolleson.az.gov](mailto:bidquestions@tolleson.az.gov). Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.
- D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.
- E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Proposer Information Form is genuine and the person signing has the authority to bind the Proposer. Failure to sign the cover letter and the Proposer Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.
- F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

#### 1.9 Award of Agreement.

City Staff will convene to review submissions through this request for proposals. The team will generate a short list of artists to present to the City of Tolleson City Council for final consideration. The artwork will be evaluated on the design quality, potential visual enjoyment, innovation in concept and prospective social interaction, taking into special consideration the following evaluation criteria:

- Conceptually, aesthetically, and technically compelling design concept and artist's statement about the design concept and its ability to represent the Tolleson community.
- Artwork's ability to reflect the City's values through original content.
- Capacity to complete the project described in this RFP within the schedule.
- Proven artistic merit and strong professional qualifications as demonstrated through previous installations and/or artwork.
- Consideration of the social/cultural context of the site, scale of the artwork at the site, and audience that may encounter the work.

City reserves the right to go to the next most advantageous offeror. City reserves the right to reject all proposals at any time.

- A. The Selection Committee shall award the Project to the responsible and responsive Proposer whose submission is the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. It is possible that there may be two successful Proposers as more fully explained in this RFP. After the City has entered into an Agreement with the successful Proposer/s, the successful Proposal/s and the scoring documentation shall be open for public inspection.
  - B. Multiple Awards. The City, at its sole discretion, may elect to enter into Agreements with multiple Proposers who are qualified. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.
  - C. Form of Agreement. The selected Proposer will be required to execute appropriate documentation, each in a form acceptable to the City Attorney. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Proposer, the City may then negotiate with the second, then third, highest-scoring Proposer until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.
  - D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.
  - E. Protests. Any Proposer may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.
- 1.10 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Proposer's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. However, no contractual relationship shall be established until the Proposer has signed, and the City has approved, appropriate documentation between the City and the Proposer in the form acceptable to the City Attorney.

### III. SCOPE OF WORK

1. Artist shall attend an orientation and site visit with staff.
2. Artist shall design and install up to four original mural(s).
3. Artist will prepare the wall surface, as necessary, to assure there are no loose dust particles or elements that may interfere with the mural installation.
4. The Artist warrants to the City that the fabrication and installation of the artwork will be performed in a workmanlike manner and that the artwork will be free of defects in workmanship, fabrication, materials or installation, including inherent vice, and that the Artist will, at the Artist's own expense, remedy any defects found in the artwork due to faulty workmanship, fabrication, materials or installation for a period of two (2) years after the final acceptance of the artwork by the City. Artist shall promptly repair or replace in the City's sole discretion and at no additional cost to the City any portion of the artwork that is found to be defective during the warranty period.
5. Artist shall submit an Artistic, Technical and Maintenance Record (**Exhibit B**) to staff for review and approval. The Artist warrants to the City that the artwork maintenance recommendations to be provided by the Artist to the City set forth in Exhibit B will be adequate to maintain the artwork in good condition, reasonable wear and tear excepted, for the estimated life of the artwork.
6. With the exception of damage due to vandalism or accident by any person other than the Artist or persons under Artist's employ, direction or supervision, the Artist warrants that the artwork will not contain any defect in design or construction including any defect which may be a hazard or a danger to the health and safety of the public and further agrees to cooperate in making or permitting adjustments to the work, if necessary, to eliminate hazards or potential hazards which become apparent after the artwork is accepted by the City.
7. Artist will establish a work area that will protect the floor surface (landscaping and sidewalk) for the duration of the entire installation.
8. Artist shall bear the costs of materials, including application of anti-graffiti coating, tools, equipment, and installation labor necessary required.
9. The Artist represents and warrants that the artwork and the materials used are not currently known to be harmful to public health and safety.
10. Upon completion of the artwork, it will become the property of the City. The artwork may be removed by the City at any time and for any reason.
11. Removal by the City will include repairing, re-painting, or general maintenance on the wall. Cost of removal shall be borne by the City.
12. Artist understands that the artwork will be located in unsecured public locations that is accessible to the public. The City shall exercise the same care with respect to the artwork as it does in safekeeping of comparable property of its own at such locations. That

notwithstanding, City cannot guarantee that the artwork will be completely protected from accidents, forces of nature, theft or acts of vandalism.

13. City reserves the right to create its own marketing collateral and reserves the right to photograph, videotape, and distribute images of the artwork for non-commercial purposes. The City of Tolleson reserves the right to retain, remove, and/or relocate all artwork commissioned as a result of this RFP.
14. The City agrees that unless Artist requests otherwise in writing, the City shall give Artist public written authorship credit for the artwork or any authorized reproduction thereof.
15. Artist shall use their best efforts to give credit to the "City of Tolleson" in any distribution of or public showing under Artist's control of representations of the artwork or products of the design process including but not limited to, drawings, models, sound or visual recordings.

#### **IV. ESTIMATED SCHEDULE**

The installation will occur during daylight hours July 1, 2022 – September 30, 2022. Schedule is subject to change. City will make every effort to promptly notify contractor of changes in schedule. Any change to the exhibition period shall be approved in writing by both parties of this Agreement.

#### **V. BUDGET**

The budget for original hand-painted murals is as follows:

\$10,000 for North wall panel (digital artwork)

\$20,000 for the lobby wall panel

\$30,000 for the West wall panel

\$35,000 for the South wall panel

The budget is intended to cover all costs associated with the project including, but not limited to, design, paint, materials, equipment, installation, and insurance.

If the proposed artwork is not a hand-painted mural and a different medium (i.e. tile mosaic) is proposed; the budget may exceed the totals above. The artist shall include in its proposal a budget for additional media required if the mural is fabricated with media other than paint.