



THE CITY OF SAN DIEGO

COMMISSION FOR ARTS AND CULTURE

REQUEST FOR QUALIFICATIONS (RFQ)

EAST VILLAGE PARK

INTRODUCTION

An artist team is sought to design, fabricate and install an artwork or artworks for an upcoming park in Downtown San Diego's East Village.

Funding for the artwork(s) is provided by the Centre City Development Corporation (CCDC), which is contracting with the City of San Diego Commission for Arts and Culture (Commission) to administer the artist selection process and the development of the artwork(s). CCDC is the public, non-profit corporation created by the City of San Diego to staff and implement Downtown redevelopment projects and programs. CCDC serves on behalf of the San Diego Redevelopment Agency as the catalyst for public-private partnerships to facilitate redevelopment projects in the areas of retail, residential, office, hotel, cultural, educational, and public improvements.

DEADLINE

Applications must be received by

WEDNESDAY, APRIL 12, 2006, 4:00 P.M.

Applications received after the deadline will not be reviewed. The City of San Diego (City) is not obligated to notify applicants when incomplete applications are received. Incomplete applications will not be reviewed. It is the responsibility of the applicant to ensure that applications are complete and arrive by the deadline.

ELIGIBILITY

Any team of professional artists with a lead artist who permanently resides in the State of California is eligible to apply.

Individual artists are not eligible to apply. Artist teams may not include cross-disciplinary members (architects, landscape architects, etc.).

Each artist team must include a lead artist who permanently resides in the State of California, but the team may include artists from other areas.

Artists working in all mediums may apply.

Current City of San Diego Arts and Culture Commissioners, Public Art Committee members, employees of the City of San Diego and the City of San Diego Redevelopment Agency, and their

business partners or their immediate family members may not apply. Current board members, advisors, and employees of CCDC, Pinnacle International Development Inc., Perkins and Company, Spurlock Poirier Landscape Architects and their business partners or their immediate family members may not apply.

BUDGET

Approximately \$160,000 for design, fabrication, and installation

The budget is all-inclusive and must cover design fees; travel expenses; all materials and fabrication costs; lighting and signage (if necessary); insurance costs; site-preparation costs; traffic control costs; engineering expenses; shipping and transportation to the site; installation; any applicable permit fees and taxes; any other expenses related to the design, fabrication, installation, and documentation of this project.

Artist teams are responsible for travel expenses including travel to interviews, if invited. No separate budget exists to support project-related travel for artists.

The selected artist team may receive an initial contract for design services and a subsequent contract for fabrication and installation services.

PROJECT DESCRIPTION

The site for the artwork(s) is a proposed park which has been designed by Spurlock Poirier Landscape Architects with input from involved members of the community, that has not yet been built. The park encompasses one half of a downtown “super block”, is contiguous with a forthcoming private residential development, Pinnacle Towers (developed by Pinnacle International Development Inc., in association with CCDC), and is bordered by 14th Street on the west, Island Avenue on the north, and J Street to the south. The park will include open lawns, rolling topography, a simulated dry stream bed, tot lots, manicured gardens, public restrooms, and a café. Landscaping will be noticeably offset along a diagonal path of travel, traversing the length of the park, and symbolically revealing the Rose Canyon fault that passes underneath the site. The park is currently in the process of being finalized and some landscape and hardscape elements will not be alterable. The selected artist team should expect to contribute to already established elements in some areas of the site. The park and its café are designed to reflect and maintain the character of East Village, which is best embodied by the many industrial and commercial warehouses in this area. The East Village currently features the “East Village Urban Art Trail”, that community members began in 1997 to address issues of blight. The Urban Art Trail includes painted utility boxes, murals, mosaics, sidewalk poetry, and art benches.

Community involvement is an integral component of the development of the artwork(s) in the park. To this end, a series of community workshops has already been held to determine design principles and the goals for the park and the artwork(s). The overall design principles for the park and the artwork(s), as established by the community planning participants, are:

- Create a variety of safe, active spaces for different generations
- Respect neighborhood character
- Integrate and respect private and public spaces
- Celebrate the natural features of the site such as the fault line and the existing topography
- Incorporate art into park program elements

The goals for the artwork(s), as established by the community planning participants, are:

- The artwork(s) should not disrupt use of the green open spaces.

- The artwork(s) should inspire learning about and interpretation of nature.
- The artwork(s) should encourage interaction and play.
- The artwork(s) should invite intergenerational use.
- The artwork(s) should reflect the East Village aesthetic of warehouses and industrial forms
- The Urban Art Trail may be considered as a design influence
- The artwork(s) should simultaneously evoke the past while being future-directed

Scope of Work for Design, Fabrication and Installation Services:

- Execution of an Agreement for Design Services with CCDC
- Research, which includes examining the site, reviewing pertinent documents, meeting with the park designers, CCDC staff, Pinnacle International staff, members of the community, etc.
- Creation and submission of one Schematic Design
- Participation in a critique of the Schematic Design by the Public Art Committee of the City of San Diego Commission for Arts and Culture
- Participation in a review of the Schematic Design by a Technical Advisor Panel which may be composed of disability services advisors, risk management advisors, engineering advisors, and representatives from Council District 2.
- Attendance at one meeting with members of the community to present the Schematic Design and gather feedback
- Development and submission of a Final Proposal
- Participation in a review of the Final Proposal by the Technical Advisor Panel.
- Participation in a review of the Final Proposal by the Public Art Committee
- Participation in a review of the Final Proposal by the Commission
- Creation and submission of construction documents, if necessary
- Participation in the approval process for construction documents, if necessary
- Execution of an Agreement for Fabrication and Installation Services with CCDC, if necessary
- Site preparation, if necessary
- Fabrication, transportation, and installation of art elements
- Submission of documentation images and a maintenance report
- Participation in ribbon-cutting ceremony and/or outreach to press
- Coordination with City staff, as needed

Some meetings, except meetings between the artist team and members of the community, may be conducted remotely, as necessary and as solely determined by Commission staff.

The City reserves the right to revise this scope of work.

PROPOSED TIMELINE

February 2006	RFQ released
April 12, 2006	Application deadline
April – May 2006	Shortlisting and final selection of one artist team
May – June 2006	Agreement execution
July 2006 – February 2007	Design development and approval phases
March – September 2007	Fabrication and installation phases

The City reserves the right to revise this timeline.

SELECTION PROCESS AND CRITERIA

Applications submitted in response to this RFQ will be reviewed by an Artist Selection Panel (ASP), which may be comprised of a representative for the landscape architect, one community member, a visual art professional, a Public Art Committee member, and a CCDC representative. The ASP will review all complete, eligible applications received by the deadline. Judging the qualifications shown in the applications, the ASP will shortlist no more than three artist teams to attend interviews with the ASP.

Criteria used to shortlist artist teams will be:

- Quality, creativity and strength of concepts and workmanship as evidenced in images of past work and a professional resume
- Technical competence as evidenced by images of past work, a professional resume, and the application checklist
- Aptitude for planning, budgeting and working on teams as evidenced by a professional resume, professional references, and the application checklist
- Experience and a demonstrated aptitude for working on public art projects as evidenced in a professional resume, images of past work, professional references, and the application checklist
- A commitment to working with members of the public to create art projects as evidenced in a professional resume, images of past work, and the application checklist
- Access to appropriate technology for communicating efficiently and effectively as evidenced by the application checklist

Artist teams who accept the invitation to interview will not be expected to develop proposals, but, in the interviews, each artist team will be expected to discuss past approaches and working methods with the ASP as well as answer questions relating to working on projects of this nature and the design principles and artwork goals set forth by the community planning participants. The ASP will recommend only one artist team for the commission after the interview phase.

Criteria used to select an artist team during the interview phase will be:

- Quality, creativity and strength of concepts and workmanship
- Interest in and understanding of the project
- Experience with community groups and public input
- Ability to organize and administer complex projects
- Experience working with architects, engineers, and as a member of a team
- Quality and strength of communication skills

The City reserves the right to revise the selection process, ASP composition, and criteria.

REQUIRED APPLICATION MATERIALS AND GUIDELINES

Artists who wish to be considered must submit the following materials (collated and in this order):

- Digital images of past work with annotations. (35mm slides will not be accepted.)
- Application checklist
- A professional resume for each team member/partner
- Professional references for each team member/partner

Please closely observe the requirements and guidelines for the application materials as detailed below:

➤ **Digital Images (8 CDs or DVDs)**

- Submit a maximum of 20 images showing at least five different artworks on a CD or DVD. This 20 image maximum is per application, not per team member.
- Label the CD or DVD with the artist's name. Please do not include the name of the artist's gallery, assistant, or representative on the label.
- Load the images into a Microsoft PowerPoint slide show presentation. "Slide show" programs other than Microsoft PowerPoint are acceptable as long as the files can be successfully viewed with the City's equipment. Applicants are solely responsible for ensuring compatibility. Digital images not submitted in a PowerPoint presentation (or other compatible "slide show" program) will not be reviewed. For tips about how to create a Microsoft PowerPoint presentation, please go to this link: www.sandiego.gov/arts-culture/pdf/mlktipsheet1.pdf
- Only submit images with maximum dimensions of 1024 x 768 pixels and minimum dimensions of 720 x 480 pixels. For tips about how to resize digital images, please go to this link: www.sandiego.gov/arts-culture/pdf/mlktipsheet2.pdf
- Only submit images of projects that have been realized; images of proposals, models or computer generated images will not be reviewed.
- The operating system utilized by the Commission is Windows-based. The Commission utilizes Microsoft PowerPoint 2002 as well as an LCD projector.
- Applicants are responsible for ensuring compatibility between the applicants' submissions and the Commission's operating system and software. Submissions found to be incompatible may not be reviewed.
- Applicants are advised to test their presentations in advance of submitting.
- The Commission is not responsible for distortion or alteration of images as they appear on monitors or as projected.
- If you include a sound element in your presentation, please include a conspicuous notice with your submission.
- Provide image annotations within the PowerPoint itself. Indicate the title of artwork, medium, dimensions, date artwork was created, and location. For previous public art projects please also list the commissioning body, budget, date of completion, and project manager (with telephone number). If you are submitting images of past work that cannot be understood plainly through imagery alone (such as installations, integrated artwork or team work), please submit brief descriptions for each work that you believe needs further explanation. Where appropriate, please be sure to specify what your contributions, as the artist, were for projects involving teams, integrated artwork or collaborations with architects, etc. Details about the goals or challenges for each project and your solutions are also permitted. Brevity is the most effective way to communicate your ideas to the ASP.

- Please clearly indicate which projects were created by an artist team and whether the members of the team are the same or different than the team of artists submitting an application for this project.
- **Application Checklist (8 copies)**
Please complete and submit the one-sheet checklist provided. This checklist summarizes the details about the breadth of your experience as an artist team in the public realm as well as details about the technology you have access to for communicating effectively and efficiently with team members and project management staff. This checklist also indicates that the applicant has read and understands the Conditions for Submission detailed at the end of this RFQ and it serves as an at-a-glance tool for panelists.
- **Professional Resume (8 copies)**
Please submit a current professional resume (five pages maximum) including information regarding past public art commissions, design team experience, exhibitions, awards, grants, and education. Teams should submit a separate resume for each member of the team and each partner or advisor. Handwritten materials will not be reviewed.
- **Professional References (8 copies)**
Please submit the names, addresses, current telephone numbers and/or email addresses for three authorities on your past work and qualifications. Teams should submit separate references for each member of the team and each partner or advisor. Do not send letters of recommendation. The City reserves the right to contact references not given by the applicant. Handwritten materials will not be reviewed. PLEASE ENSURE THAT THE CONTACT INFORMATION FOR YOUR REFERENCES IS CURRENT; WE FREQUENTLY CONTACT REFERENCES AND ANY INACCURATE INFORMATION MAY DELAY THE SELECTION PROCESS.
- **Self Addressed Stamped Envelope (Optional)**
If you wish to receive your CD or DVD back, please submit a self addressed stamped envelope (S.A.S.E.) large enough for the return of the submitted materials. Materials submitted without an S.A.S.E. will not be returned. Text materials will not be returned. The Commission will make every effort to protect submitted materials; however, it will not be responsible for any loss or damage.

In addition to the guidelines outlined above, please closely observe the following guidelines for the submission of applications (failure to observe these guidelines may render your application incomplete and ineligible and, therefore, it may not be reviewed):

- **COLLATE** 8 sets of your text materials in this order, top to bottom: 1) application checklist, 2) professional resume(s), 3) professional references.
- Submit text materials on **8.5" x 11" WHITE BOND PAPER**. (Common copy paper is best as fancy, heavier stock is more difficult to run through a copy machine.)
- **3-HOLE PUNCH** all pages on left side
- **SEPARATE THE COLLATED SETS** with colored paper or paper clips
- **DO NOT STAPLE** or bind materials in any way. (No folders, no envelopes, no binders, no decorative covers.)
- **DO NOT SUBMIT PROPOSALS, DRAWINGS, MODELS, MEDIUM SAMPLES, ORIGINAL WORKS OF ART, BOOKS, CATALOGUES, OR ANY OTHER MATERIALS IN LIEU OF, OR IN ADDITION TO, THE REQUIREMENTS LISTED ABOVE.**

- **UNSOLICITED MATERIALS WILL NOT BE REVIEWED BY PANELISTS AND WILL NOT BE RETURNED.**

The City reserves the right to revise the required application materials and guidelines.

APPLICATION SUBMISSION ADDRESS AND DEADLINE

Deliver applications no later than 4:00 pm on Wednesday, April 12, 2006 to:

City of San Diego Commission for Arts and Culture
ATTN: Public Art Program – East Village Park
1010 Second Ave., Suite 555
San Diego, CA 92101-4998

Applications received after this deadline will not be reviewed.

ADDITIONAL INFORMATION

For information not covered in this RFQ, please address your questions, prior to the deadline, to Nigel Brookes, Arts Management Associate, (619) 533-3052, nbrookes@sandiego.gov

CONDITIONS FOR SUBMISSION

Responsibility for Submissions: Although we will make every effort to protect the materials you submit, the City is not responsible for the loss or damage of any application materials submitted. Artists submitting applications without an S.A.S.E. will not receive materials back.

RFQ Revision: The City reserves the right to revise this RFQ, including, but not limited to, the application due date, the number of artists accepted, the timeline, the art budget, the ASP composition, and the selection criteria.

Responsibility for Application Costs: The City is not liable for any cost incurred by any person responding to this RFQ. The applicant is fully responsible for all application costs. The City does not assume any contractual or financial obligation as a result of the issuance of this RFQ, the preparation and submission of an application by a respondent, the evaluation of an accepted proposal, or the selection of finalists.

Application Acceptance/Rejection: The City, at its sole discretion, reserves the right to reject any or all submissions received and to accept or reject any or all of the items in the application. The City of San Diego reserves the right to negotiate with any respondent after applications are opened, if such action is deemed to be in the City's best interest. The City's acceptance and review of an application and/or submitted proposal, artwork concept, or artwork design does not constitute a commitment on the part of the City to award a commission to any artist team.

Decline to Award: The City, at its sole discretion, reserves the right to not award the commission to any artist team.

Equal Opportunity Contracting Program: The City endeavors to do business with artists sharing the City's commitment to equal opportunity and will not do business with any artist that discriminates on the basis of race, religion, sexual orientation, color, ancestry, age, gender, disability, medical condition or place of birth.

Insurance Requirements: Any artist selected to enter into contracts with the City shall not commence work until the artist has obtained, at the artist's sole cost and expense, all insurance required by the City and until such insurance has been approved by the City. Insurance required by the City may include but is not limited to Comprehensive General Liability, Automobile Liability and Worker's Compensation coverage in accordance with the laws of the State of California. The City requires that the City be named as additional insured on all insurance policies except Worker's Compensation coverage. Please find more information about the City's insurance requirements online: www.sandiego.gov/arts-culture/pdf/insurancergmnts.pdf

Copyright:

A version of the following language will appear in the contracts between the City of San Diego and artists:

The Artist retains all copyrights to any and all of the Artist's Submissions and, except as provided below, to the Artwork.

Irrevocable License to Reproduce for Non-Commercial Purposes. The Artist hereby grants the City and State, without charge to the City or State, irrevocable license to make, or cause to be made, photographs and other two-dimensional reproductions of the Artwork or the Artwork Design for educational, public relations, tourist and arts promotional purposes without payment of a royalty to the Artist. For the purposes of this Agreement, the following are among those deemed to be permissible reproductions for the above cited purposes: in brochures and pamphlets pertaining to the City or State; in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art; as well as on slides, CDs, DVDs, film strips, video, computer websites and television.

Artists' Rights:

A version of the following language will appear in the contracts between the City of San Diego and artists.

ARTWORK REMOVAL.

The Artwork may be removed from the Project Site at any time. The Artist, the City, and the State acknowledge that the Artist may have certain rights under the federal Visual Artists Rights Act of 1990 (VARA). The Artist acknowledges and understands that the installation of the Artwork at the Project Site may subject the Artwork to destruction, distortion, mutilation, or other modification due to the acts of third parties or to its removal, repair, maintenance, storage, or transfer of ownership.

LIMITED VARA WAIVER.

In consideration of the mutual covenants and conditions in this Agreement, and except as otherwise provided for in this Agreement, the Artist agrees to waive any right that the Artist may have under VARA to prevent the removal of the Artwork, or the destruction, distortion, mutilation, or other modification of the Artwork which arises from, is connected with, or is caused or claimed to be caused by the removal, repair, maintenance, storage, or transfer of ownership of the Artwork by the State, the City, or their elected officials, officers, employees, agents, or representatives, or the presence of the Artwork at the Project Site.

CALIFORNIA CIVIL CODE SECTION 987 WAIVER.

The Artist, the City, and the State acknowledge that the Artist may have certain rights under California Civil Code Section 987 which are not preempted by VARA. In consideration of the mutual covenants and conditions in this Agreement, the Artist waives any rights which the Artist or the Artist's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, destruction, distortion, mutilation, or other modification of the Artwork.

RIGHTS OF ARTIST'S HEIRS, SUCCESSORS AND ASSIGNS.

The Artist's VARA rights under this Agreement shall cease with the Artist's death and do not extend to the Artist's heirs, successors or assigns.

Indemnification:

A version of the following language will appear in the contracts between the City of San Diego and artists.

HOLD HARMLESS.

The Artist agrees to defend, indemnify, protect and hold City, its agents, officers and employees, harmless from and against all claims asserted, or liability established for damages or injuries to any person or property including to Artist's employees, agents, representatives or subcontractors, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the Artist, or the Artist's employees, agents, representatives or subcontractors. The obligation to indemnify shall be effective even if the passive negligence of the City, its agents, officers or employees contributes to the loss or claim.

The Artist further agrees that the duty to defend includes attorneys fees and all costs associated with enforcement of this indemnification provision, defense of any claims arising from this Project; and, where a conflict of interest exists, or may exist between the Artist and the City, the reasonable value of attorneys fees and all costs if the City chooses, at its own election, to conduct its own defense or participate in its own defense of any claim related to this Project. The Artist's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or willful misconduct of the City, its agents, officers or employees.

Without in any way limiting the generality of the foregoing, the Artist represents and warrants that any materials or deliverables, including but not limited to the Artwork Design and the Artwork (Works),

provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Artist to produce, at Artist's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Artist further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Artist receives payment under this contract, City shall be entitled, upon written notice to Artist, to withhold some or all of such payment.

---End of RFQ---