

Call for Artists

CFA E11-210

Design of Banners for the Waterfront Seawalk

The City and Borough of Juneau, Alaska is developing a waterfront seawalk from the Douglas Bridge to the Rock Dump.

Banners will be hung on light poles along the length of the seawalk.

We invite artists to become part of this design process.

This packet of information begins with a summary of the artist selection process and the design process in which the selected artists will participate. The full Call for Artists (CFA E11-210) follows this summary and defines what is required of proposing artists, the criteria used to select artists, and the responsibilities of the artists selected through this process.



Issued By: _____ Date: February 2, 2011
Jennifer Mannix, Contract Administrator

Call for Artists:
Design of Banners for the Waterfront Seawalk
CFA E11-210

SCOPE OF SERVICES: CBJ announces a Call for Artists (CFA) to design artwork for the banners along the waterfront Seawalk.

QUESTIONS REGARDING THIS CALL FOR ARTISTS: Contract Administrator, Jennifer Mannix, phone (907) 586-0873, fax (907) 586-4530 is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR SUBMITTALS: 1 COPY OF EACH PROPOSAL WILL BE **RECEIVED PRIOR TO 2:00 P.M., ALASKA TIME ON February 22, 2011**, or such later time as the Contract Administrator may announce by addendum to CFA holders at any time prior to the submittal date.

NOTE: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Proposal documents may be faxed, e-mailed, mailed or hand delivered in person or by courier service accordingly to the following address:

Fax: 907-586-4530
Email: Tina_Brown@ci.juneau.ak.us

Hand Delivery Address

Attention: Tina Brown
City and Borough of Juneau, Engineering Department
230 S. Franklin St., #300
Juneau, AK 99801

Mailing Address

Attention: Tina Brown
City and Borough of Juneau Engineering Department
155 South Seward Street
Juneau, Alaska 99801

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1.0 GENERAL INFORMATION

This Call For Artists (CFA) for the Waterfront Seawalk identifies this opportunity for public art, explains the procedures for selecting artists, and defines the submittals required to respond to this CFA.

Artist is defined as an individual, firm, or joint venture qualified to offer professional art pieces. For purposes of this CFA, Artist includes all proposed members of the Artist's team.

Juneau is Alaska's capital and is the third largest city in the state. It is a coastal community that is surrounded by glaciers that are part of the Juneau Icefield. The town is nestled between towering mountains of the Tongass National Forest and ocean waters of the Inside Passage. For further information about Juneau's environment and people, visit www.juneau.org.

This Call for Artists is administered by the Contracts Division of the CBJ Engineering Department.

1.1 Purpose

The purpose of this document is to solicit proposals from artists for the design of banners for the waterfront seawalk.

In addition to a high level of artistic expertise in public art, it is desirable that the artist is familiar with the character and context of the Juneau waterfront and understands the intent of the Long Range Waterfront Plan (LRWP). This plan is available online at: http://www.juneau.org/plancomm/Final_LRWP_112204.php.

One or more artists will be selected to work with the art selection panel to develop concepts for the seawalk banners.

Art selected under this CFA will be used exclusively by the CBJ for the seawalk banners. Any other use of this art by CBJ will be negotiated separately with the artist.

1.2 Project Summary

The existing banners on the waterfront Seawalk were produced in the early 1990's and the CBJ seeks to update the design as the seawalk is being developed. The selected art will be implemented as the seawalk continues to be developed over the next few years.

The artist should be familiar with the 2004 Long Range Waterfront Plan, including the designated areas along the seawalk and their character and suggested design criteria.

Project Schedule

The art procurement schedule is as follows. The schedule for proposal review is tentative and subject to change.

Completion Date

Work Description

February 22, 2011	Receive all proposals and begin evaluation
March 1, 2011	Artist notification of who is selected for Concept Development
March 22, 2011	Selected artist(s) submit proposed concepts
March 29, 2011	Final selection is made and successful artist begins development of final design
May 1, 2011	Final Completion and Submittal of design

Artwork Budget

The artist(s) initially selected to submit preliminary concepts to the Art Selection Panel will receive a stipend of \$600. The artist(s) that are selected to develop final designs will receive up to \$5,000 in compensation.

2.0 ARTIST SELECTION PROCESS

Artists will be selected by the seven-member Art Selection Panel (Panel) convened for this. The Panel shall guide the art selection process and select the final artwork. The selections will be made through a multi-step process:

2.1 Step One: Initial Submittal.

Artists shall submit Letter of Transmittal, History & Experience and Portfolio. **Step One submittals are due no later than the date and time indicated on Page 1 of this CFA.**

Proposal Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability for the Panel, proposals should be organized in the manner specified below.

- Letter of Transmittal (*should not exceed 1 page*)

Briefly state the artist's understanding of the proposal requirements and capability to meet same. Give names of the person(s) who will be authorized to represent the Artist, their title(s), e-mail and physical addresses, and telephone number(s). The transmittal letter must be signed by the artist; such signature provides authority to bind the artist. Name and title (if applicable) of the individual signing the proposal must be printed below or adjacent to the signature.

Acknowledge receipt of each addendum in the transmittal letter. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

- History & Experience

a. Resume. Provide a current resume (no more than two pages) that describes how this proposal fits into your studio's philosophy and previous work, and describes the specific expertise of the proposed artist. If a team or collaboration, provide a resume for each member. Demonstrate your experience in public work, projects that you have worked on of a similar physical size and media in the past, and note projects that you have completed with similar budgets.

b. References. Provide company names, individual contacts, telephone numbers, and e-mail addresses of two references, ideally for similar art installations designed or completed by the artist that are of the same general scope requested in this CFA.

c. Specialized Expertise. Provide background information on the artist including specialized experience, education, and qualifications. The artist should note relevant experience with art projects that required coordination with architects, engineers, and/or community members. If the Artist has such experience, contact names, phone numbers, and e-mail addresses should be included for reference. If a team or collaboration is proposed, describe the Artist's experience and relationships with proposed associates, including the ability to build an effective project team. Identify past projects that members of the team have worked on together.

- Portfolio

Provide a CD-ROM of digital color images and written descriptions of at least three, and no more than six pieces of art that represent the Artist's portfolio and are of the same general scope and/or media proposed in this CFA. The portfolio should include public art, commissioned work, and/or other pieces that the artist feels depicts their ability to competently undertake this project. The format for digital material shall be compatible with Microsoft Office 2003 programs such as Word, Powerpoint, or Publisher, or Adobe Acrobat 8. The Artist is responsible for providing digital materials that can be read in the programs listed above. Web site references in lieu of the portfolio requirements herein are not acceptable.

2.2 Step Two: Concept Development.

Following Step One, the Panel may elect to provide selected artists with a \$600 stipend to develop concept proposals for seawalk banners, which shall include a graphic and written proposal of the art. The artist may be asked to present various concepts relating to the varied character of the seawalk as described in the LRWP.

2.3 Step Three: Art Development.

Following Step Two, the Panel may select one or more artists to fully develop the concepts in coordination with the art selection panel to produce final artwork for the seawalk banners. There may be multiple designs that are chosen. Compensation for the final development shall not exceed \$5000.

2.4 Questions

Questions regarding this proposal should be directed to:

Jennifer Mannix
Contract Administrator
City and Borough of Juneau
ENGINEERING DEPARTMENT
Marine View Center - 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801
jennifer_mannix@ci.juneau.ak.us

Telephone: (907) 586-0873
FAX: (907) 586-4530

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

2.5 Standard Contract

Standard contract clauses, compensation policies, and insurance requirements are shown in Attachment 1 – Sample Contract. This contract is attached for general information purposes only; actual contract scope of work will be negotiated with the successful artist.

3.0 RULES GOVERNING COMPETITION

3.1 Pre-Proposal

Artists should carefully examine all CFA documents and any addenda thereto, and all related materials and data referenced in the CFA. Artists should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

3.2 Proposal Development

Proposal Submission Process: The content of proposals will be kept confidential until the selection of the Artist(s) is publicly announced.

Proposals shall be prepared to provide a clear delineation of the Artist's capabilities to satisfy the requirements of this CFA. Proposals should emphasize conformance to the CFA instructions, responsiveness to the CFA requirements, and completeness and clarity of content.

This solicitation does not commit the CBJ to select any Artist(s). All costs associated with the respondents' preparations, submission, and oral presentations (if applicable) shall be the responsibility of the Artist.

4.0 EVALUATION OF PROPOSALS

Initial submittals will be evaluated and scored, using the criteria on the ART EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal(s) will be selected to move onto Step Two.

5.0 TAXES, LICENSES, & CONSTRUCTION LABOR RATES

5.1 Juneau Business Sales Tax & Personal Property Tax

Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Consultants and Subconsultants must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department's Sales Tax Division, at (907) 586-5265, concerning sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.

5.2 Alaska Business License

An Alaska business license is required to work in the State of Alaska. Prior to contract award, the successful Artist must provide a copy of a current Alaskan business license. The business license can be obtained at (907) 465-2550 or online at www.dced.state.ak.us/occ/buslic.htm.

6.0 JUNEAU PROPOSER POINTS

Juneau Proposer points shall be awarded if the Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: <http://www.juneau.org/law/code/purchasing.pdf>. **Note:** *This criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Engineering Department or Purchasing Division with any questions.*

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Engineering Department or Purchasing Division.

ARTIST: _____

SCORED BY: _____

DATE: _____

ART EVALUATION / RANKING SHEET

		<u>POINTS AWARDED</u>
4.2.1.	Design Concept	0-40 _____
4.2.2.	Style, Suitability	0-35 _____
4.2.4.	Previous experience of artist in this type of medium	0-10 _____
4.2.7.	Presentation of Proposal	0-10 _____
SUBTOTAL		_____
4.2.8	Artist meets the definition of Juneau Proposer. (The Engineering Contract Administrator will award these points.)	0 <u>or</u> 5 _____
TOTAL POSSIBLE POINTS		100 _____
INDIVIDUAL RANKING		_____



ENGINEERING DEPARTMENT

ARTISTS SERVICES CONTRACT
Design of Banners for the Waterfront Seawalk
Contract No. CFA E11-210

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ **company** **name** _____ whose address is _____ phone and fax _____ ("Artist").

Witnesseth:

Whereas, the City desires to engage the Artist for the purpose of rendering certain artists services, and

Whereas, the Artist represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Artist/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Artist. Artist is not considered to be an agent or employee of City for any purpose, and the employees of Artist are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Artist exclusively. It is further understood that the Artist is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Artist shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Artist will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in Appendix A, the Artist represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Artist or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City.

(D) Artist warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Artist are to commence as soon as practicable after the execution of the Contract and issuance of Notice to Proceed, and shall be completed no later than the time specified in Appendix A.

Standard Contract
Contract No. CFA E11-210
Design of Banners for the Waterfront Seawalk
with _____

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Michele Elfers. The City Manager shall be an alternate representative. The City shall not be liable for Artist's expenses incurred in reliance on directions received from any other municipal officer or employee. The Artist's representative shall be _____. Reliance by the City on representations by any other person shall be at the City's own risk.

6. COMPENSATION. The City agrees to pay the Artist according to the schedule attached as Appendix B. The Artist's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Artist, the Artist shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Artist shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Artist of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Artist under this Contract shall, at the option of the City, become its property, and the Artist shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Artist of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Artist will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Artist's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Artist will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Artist agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Artist learns of any such interest, the Artist shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Artist shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Artist shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Artist shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Artist shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Artist will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Artist shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Artist from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Artist under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Artist without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. COPYRIGHT/OWNERSHIP. The City shall receive sole ownership of each work of art acquired. No work of art produced, in whole or in part, shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority over any work of art acquired.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INDEMNIFICATION AGREEMENT. Artist agrees to defend, indemnify, and hold harmless City, its employees, volunteers, consultants and insurers with respect to any action, claim or lawsuit arising out of the Artist's performance of this contract but only to the extent such action, claim or lawsuit is caused or alleged to have been caused by Artist's negligence. This agreement to indemnify and hold harmless is expressly subject to the foregoing limitation as to the amount of fees and as to any damages resulting from settlement, judgment or verdict including the award of attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Artist are contingent upon reasonable notice by the City to the Artist of such action, claim or lawsuit. City agrees to provide Artist written notice of any action, claim or lawsuit in a timely manner. The parties agree to seek to maintain or obtain venue in Alaska and will not agree or advocate for venue outside Alaska without the other party's written consent.

22. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

23. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

24. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU

Rod Swope
City Manager

Date

Company name

Name
Rank [i.e. President]
email

Date

Approved as to Content

Jennifer Mannix
Contract Administrator
jennifer_mannix@ci.juneau.ak.us

Date

CIP Coding: 354-91-5-01-20-390

APPENDIX A: SCOPE OF SERVICES

Design of Banners for the Waterfront Seawalk Contract No. CFA E11-210

See Scope of Services in CFA.

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Design of Banners for the Waterfront Seawalk
Contract No. CFA E11-210

Amount of Payment

Lump Sum

Artist shall be compensated a lump sum amount of \$_____ for satisfactory performance of **all [or specific services]** services described in this contract.

Time and Materials

Artist shall be compensated based on time and materials, a not-to-exceed amount of \$_____ for satisfactory performance of _____ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments unless the Artist and the City negotiate a fee increase. This negotiation shall be specifically addressed in a negotiation meeting.

The total Contract amount shall be \$

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Artist Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Artist, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no change in rates during the term of this Agreement and no additional compensation for overtime, weekend, or holiday work.

Compensation for subartists shall be equal to the amounts actually paid to subartists hereunder who have been retained after the written approval by the CBJ Project Manager of: a) the subartist, b) the compensation to be paid the subartist, and c) the terms and conditions of the subcontract.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by the Artist in the performance of the services hereunder. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Artist's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Artist shall obtain the CBJ Project Manager's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Artist shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Artist shall keep, and cause any sub-Artists to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Artist, and of any sub-Artists, pertaining to this project. Records shall be maintained by the Artist and subartists for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$40.00 (\$10.00 for breakfast, \$10.00 for lunch and \$20.00 for dinner).
- ◆ The Artist shall stay at the hotel with a daily rate not to exceed \$125.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.