



Request for Qualifications (RFQ)
For Artist Services for
Conceptual Design, Engineering, Fabrication and Installation
of Public Art Integrated into a Newly Constructed Concession Pavilion at
Coral Reef Park, located at 7895 SW 152 Street
(see attached plans)

Date Issued: March 1, 2010
Submittal Deadline: March 31, 2010

1. Introduction

The Village of Palmetto Bay Art-in-Public Places (AIPP) Advisory Board, in partnership with the Village Departments of Planning and Zoning and Parks and Recreation, is seeking a qualified artist or artist team who specialize in, but not limited to: mosaics, glass, metals, relief's, and/or stone, or eco art to create a conceptual/schematic design, fabrication, and installation of public art to be integrated into the newly-constructed concession pavilion at Coral Reef Park. This project provides an opportunity to develop a public art piece that creates a strong visual identity, and contributes to the overall experience and perceptions of the area in a memorable and vital way. The art piece shall be incorporated into the southern and eastern facades as identified but not limited in the elevations, the identified walls shall serve as a blank canvas for the artist. The design shall provide a physical link between the surrounding neighborhoods, Biscayne Bay and the recreational activities associated with the park. Funding for this project is provided by the Village of Palmetto Bay Art-in-Public Places Fund.

The Village of Palmetto Bay is a suburban community located 30 minutes south of Downtown Miami adjacent to Biscayne Bay and Biscayne National Park. The Village is approximately nine (9) square miles with an estimated population of 26,000 residents.

2. Site Description

Coral Reef Park is located at 7895 SW 152nd Street and consists of 53 acres of recreational fields, passive gardens and trails in conjunction with a pineland forest preserve. This is a highly utilized park by local residents and surrounding communities. Located in the center of the Village, the site also serves as a Regional Park for southern Miami-Dade County. The park is located in close proximity to Biscayne Bay, Biscayne National Park, Thalatta Park, and the Deering Estate, a National Historic & Archeological Site.

3. Project Goals

The project goals are to develop a comprehensive and integrated design for public art that:

- Provides a visual link, axis, and focal-point within the park.
- Effectively engages the public in a dynamic and elegant visual place making experience.
- Highlights the area's history, natural beauty, and ecological diversity and its proximity to Biscayne Bay and Biscayne National Park and incorporates the recreational activities associated with Coral Reef Park.
- Is compatible to the architecture of the concession pavilion and the surrounding built environment.

4. Scope of Work

This RFQ constitutes Phase (1) One of a two (2) phase project. Scope of work for the first phase includes:

- Working with staff and the AIPP Advisory Board committee to develop a conceptual/schematic design for public art integration for the concession pavilion.
- Design must:
 1. Focus on meeting project goals as described above.
 2. Be consistent with fabrication budget, as determined through discussions with staff and subcommittee.
 3. Provide smooth integration into project plans.
 4. Be completed within a tight timeframe.
 5. Media use should have the capacity to withstand extreme temperatures and weather conditions.
 6. The proposed artwork should be compatible with the architecture of the pavilion and the surrounding built environment.
- Create a fabrication and installation budget.

Phase 2

- Fabrication and installation.

5. Project Schedule

Coral Reef concession pavilion is in the final construction stage. The artist or artist team chosen for this commission must be available to produce the work and the work shall be completed by **June 30, 2010**.

6. Project Budget

A budget of \$7,000 has been allocated for this project, inclusive of all designer fees, administrative costs, travel, research, design, materials, fabrication, engineering, transportation, and installation/construction. Power and water are available on site.

To expedite this process, this project is proposed as a phased project. Phase (1) one will consist of artist selection with the final selected artist completing all research and design requirements for the commissioned piece at a cost of no more than 5% of the total project budget, up to a maximum of \$350.00. Phase (2) two will be the fabrication and installation phase of the project which shall commence no later than **June 1, 2010**.

7. Eligibility

This competition is open to local artists residing in Miami-Dade County, 18 years of age or older. For the purpose of this document, an artist is defined as a professional practitioner in the arts, generally recognized by his or her peers as possessing serious intent and ability. Applicants must have experience integrating art into construction projects.

Artist(s) Qualifications: the Selection Panel will select up to three (3) finalists to produce site-specific proposals. Eligibility is based upon the following minimum:

Phase 1

- Artistic merit, as evidenced in previous work and exhibit history, awards, honors, and publications.
- Demonstrates proficiency and technical knowledge of the materials/techniques of the medium in which the artist chooses to work.
- Availability to work in Miami-Dade County during the required design and construction period.

- Quality and relevance of past work as evidenced by the quality of the submitted work.
- It is preferred, but not required, that the artist have:
 1. Experience working with government agencies.
 2. Ability to understand the context of the communities concerns, dynamics and diversity.
 3. Experience working with community groups and making public presentations.
- All artists with applicable, relevant experience are encouraged to apply for this commission. (Artists who have previously received a Public Art Commissions are eligible to submit qualifications for this project.)

Phase 2

- Selected artist will be provided with written guidelines and given approximately (1) one month to complete sketches of their designs and create a detail project fee schedule and timeline. The selection panel will reconvene to review original artwork created by the artist and their proposed fee schedules and timelines. A roughly 45 minute interview with each artist/artist team will be part of the Selection Panel's evaluation process. Finalist(s) art concept(s) will be selected based on the following criteria:
 1. **Design:** Proposed design, including:
 - Overall artist merit.
 - Quality of design, including whether the design is safe, functional, and requires minimal maintenance.
 - Effectiveness of the design to engage the public in a dynamic and elegant visual place making experience.
 - Compatibility to the architecture of the pavilion and the surrounding built environment.
 - Highlights the areas history and or natural beauty and ecological diversity and its proximity to Biscayne Bay and Biscayne National Park and the recreational activities associated with the park.
 2. **Fee Schedule:** Reasonable Not-To-Exceed Fee.
 3. **Timeline:** Realistic fabrication and installation timeline that fits within the parameters of the Village's proposed timeline.

The selection Committee will make its recommendation to the Village Council. The Village Council meeting(s) will be opened public meetings at which the artist(s) may have an opportunity to make a short statement.

All art concepts are subject to review by the Village Attorney's office and the Departments of Planning and Zoning and Public Works (and or other departments or divisions, as necessary) for compliance with Village, County and/or State codes, policies, and regulations.

8. Selection Process

The selection process will be conducted in three (3) stages:

1. An initial submission of qualifications stage, from which up to **three (3) finalists** may be selected based upon the materials submitted. The selection of the finalist will be made by the AIPP Advisory Board and a Selection Panel appointed by the Director of Department of Planning and Zoning.
2. An onsite introduction stage whereby the artist finalist will participate in an information gathering meeting involving key stakeholders and interested parties, prior to the development of the conceptual design.

3. A final interview stage, during which each finalist will be paid a \$500 honorarium to develop a conceptual design for the artwork to present to the selection panel. If submitting as an artist team, the honorarium will be paid to the team. A finalist recommendation will be made to the Mayor and Village Council for final approval.

The selection panel will be comprised of representatives of the following stakeholders:

1. Art in Public Places Advisory Board (AIPP)
2. Department of Planning and Zoning and Parks and Recreation Staff (Advisory capacity to the AIPP Advisory Board)

9. How to apply

Artist interested in responding to this RFQ must provide (6) six copies of the following information, one (1) copy of which must be single-sided and placed in a white 1-inch wide 3-ring binder (a binder with a see through cover, where a cover page can be placed) is requested as part of the submittal requirements, in the following order:

1. **Letter of interest**
Including the following information:
 - Name, address, telephone, email, and website (if applicable)
 - Project interest
 - Proposed approach
2. **Resume:** Provide a current resume
3. **Reference:** Provide at least three (3) references of individuals and/or firms with whom the artist has worked on similar projects. These references should be qualified to speak to the artist achievements and performance. Provide a contact name, address, telephone, and email for each reference. (Preferably, other public agencies.)
4. **Portfolio:** Up to 20 images of past work, formatted as described:
 - Digital Images must be JPEG files formatted for Windows 2000 and must be no more than 300dpi. Each image must be unlocked and downloadable for viewing.
 - Each image must be titled with the artist's/team's name and number that corresponds to the annotated image list.
 - Submittals shall include a hard copy of a color contact sheet of images with the artist's name.
 - Images of work similar to this are recommended. Note only one (1) copy of the CD is required.
 - Image list: Include image number, title, medium, dimensions, date, location, client, size, budget, completion date, and brief written description of each image (25 words or less).

10. Deadline

Submissions must be delivered to:

Attn: Efren Nunez
AIPP Coral Reef Park Pavilion RFQ
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

Submittals must be received by 5:00 pm EST, **Wednesday, March 31, 2010**. **Please note that the due date is the receipt date and not the postmark date.** Submissions will not be returned and will become the property of the Village of Palmetto Bay.

Submittals received after the date and time indicated herein shall not be accepted and requests for extensions of closing date or time will not be granted. Qualification packages may not be modified after submittal.

11. For more information

For more information, see:

- Village of Palmetto Bay, Parks and Recreation
<http://www.palmettobay-fl.gov/parks-coral.htm>
- Village of Palmetto Bay Art in Public Places
<http://www.palmettobay-fl.gov/ArtinPublicPlaces.html>
- Village of Palmetto Bay Historic Past and Historic Preservation
<http://www.palmettobay-fl.gov/historicpreservation.html#themanay>
- The Deering Estate
<http://www.deeringestate.com/>
- Biscayne National Park
<http://www.nps.gov/bisc/index.htm>
- Biscayne Bay
http://en.wikipedia.org/wiki/Biscayne_Bay

12. Right of Rejection

The Village intends to award a contract to the artist/artist team that demonstrates the highest level of expertise and capabilities to provide the requested services. The Village reserves the right to reject any and all proposals or to re-issue the Call to Artists/RFQ when such action shall be considered in the best interest of the Village.

By submitting a response to this Call to Artists/RFQ, prospective Contractor/Artists waive the right to protest or seek legal remedies whatsoever regarding any aspect of this Call to Artists/RFQ. In addition, the Village reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the Village determine in sole and absolute discretion that such changes are necessary. The Village also reserves the right to approve all individuals and firms, if any, to be retained by artist/artist team.

13. Post Bid Information

- (a) Protest Procedures: With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, ISQ or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing in compliance with the provisions of and time periods contemplated in the Village's protest procedures under Chapter 2, of the Village's Code of Ordinances.

The notice of decision to award an RFP, RFQ or bid will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting or any duly established special Village Council meeting. The official posting of this notice will

be at the beginning of the Council meeting where said decision will be voted upon by the Village Council. Any person who is adversely affected by the Village's decision shall file with the Village a notice of intent to protest in compliance with Chapter 2 of the Village's Code of Ordinances.

Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of any claim or protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) Cancellation: failure on the part of the artist to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award.
- (c) Disputes: if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Village department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties

14. Payment to Artist

1. This work is to be performed for a "Not-to-Exceed Fee."
2. Short listed artists shall provide a "Project Fee Schedule" indicating the fee for individual tasks (milestones) with a "Not-to-Exceed Fee," which shall be the sum of all tasks by part, phase, and milestone.

The Village will pay the artist/artist team for work completed based on milestones completed and accepted by the Village. The Village shall make sole and final determination if a milestone, as described above, is complete and acceptable for payment.

3. Invoices for each milestone will specifically identify job title, person-hours, and costs incurred and previously completed by each task.
4. The artist/artist team shall not perform any work beyond the scope of service in the "Agreement for Professional Contractor/Artist Services," unless an "Amendment to the Agreement" is executed in writing between the Village and artist or artist team.
5. The artist/artist team shall receive no compensation for any re-work necessary as result of the artist's errors or oversight.
6. Governmental Restrictions: In the event any governmental restrictions may be imposed, which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Bidder/artist to notify the Village at once, indicating in their letter the specific regulation that required the alteration. The Village reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the Village.
7. Copyrights and/or Patent Rights: Artist warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or

ordered, as a result of this Bid. The seller agrees to indemnify the Village from any and all liability, loss, or expense occasioned by any such violation.

8. Safety Standards: The artist warrants that the product(s) supplied to the Village conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.
9. Taxes: Artist shall include all applicable taxes in response to the RFQ.
10. Mistake: If there is a discrepancy in the lump sum and parts that make up the lump sum, the part(s) will prevail and the extensions adjusted to coincide. Artists are responsible for checking their calculations. Failure to do so will be at the artist's risk, and errors will not release the artist from their responsibility as noted herein.

15. Contract

The lead artist will be required to enter into an agreement with the Village of Palmetto Bay prior to commencing work. No selection will be final until an agreement has been properly executed and signed by the artist and the Village. The terms of the agreement will include, among other items, insurance requirements established by the Village and Worker's Compensation coverage and General Liability.

If the Village's relationship with the artist/artist team ends during any phase of the design/fabrication process, the Village will retain possession of and exclusive rights to any drawings and/or documents produced during any one of the phases.

Proposers shall comply with all federal requirements, and all state, and local laws and ordinances applicable to the work.

16. Questions

Questions regarding this Call to Artists/RFQ must be submitted no later than 5:00 p.m. **EST on March 17th, 2010** by e-mail to:

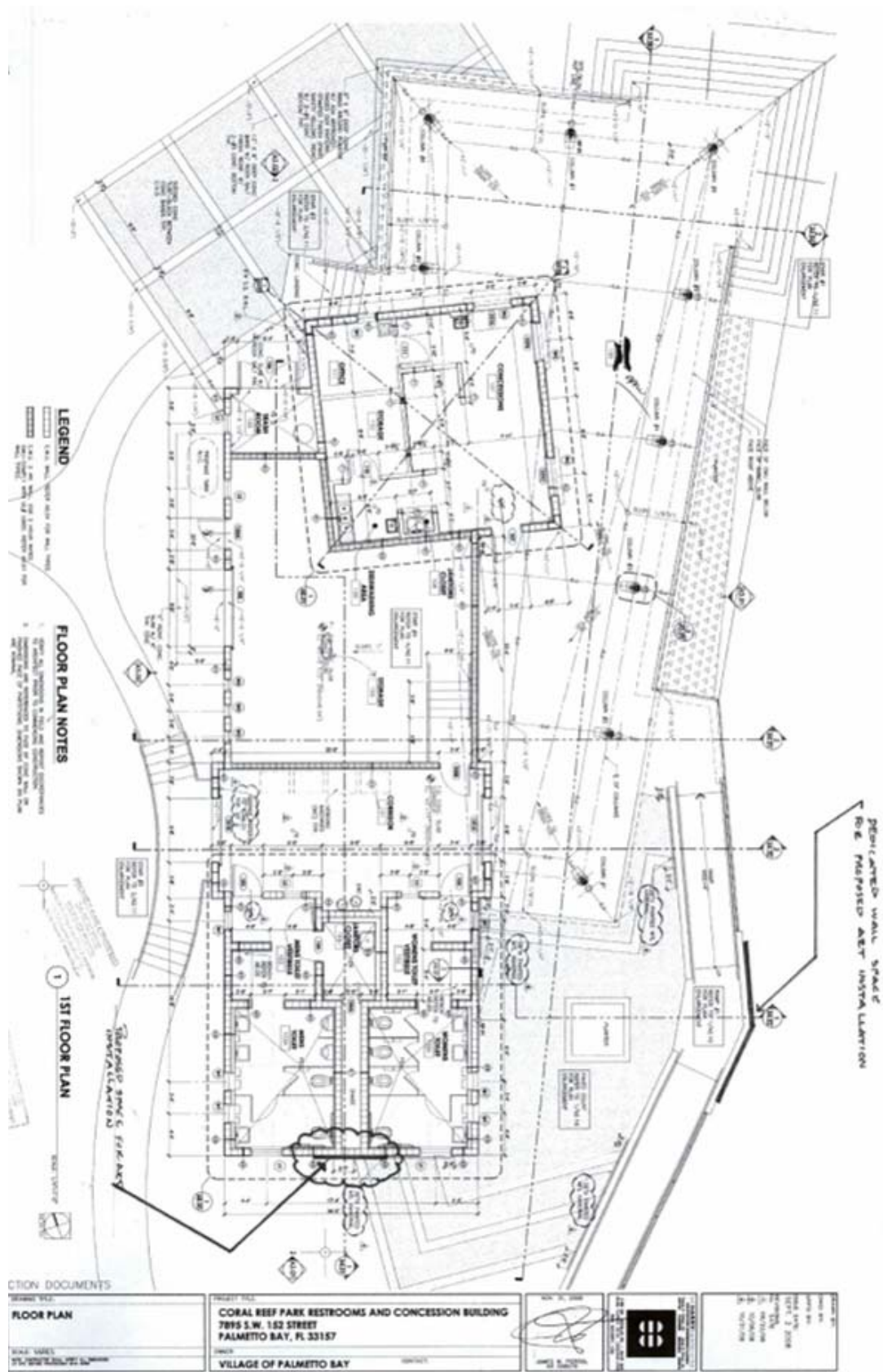
enunez@palmettobay-fl.gov

All responses to questions will be shared with the other artists registered as interested in the project.

Mail to:

Attn: Efren Nunez
AIPP Coral Reef Park Pavilion RFQ
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

FLOOR PLAN / CORAL REEF PARK PAVILION CONCESSION STAND



PROJECT SITE / PHOTOGRAPHS



East Elevation



South Elevation



North Elevation