

301 Spruce Street • San Diego, CA 92103
619.683.7500 • Fax 619.683.7510
info@aesthetics.net • www.aesthetics.net



CALL FOR ARTISTS

May 1, 2017

Valley Children's Medical Group
Eagle Oaks Specialty Care Center – Bakersfield, California
Pelandale Specialty Care Center – Modesto, California

The Project

The Art Review Committee of Valley Children's Medical Group (VCMG) in Madera, California is seeking applications from a variety of artists who work in various media to be considered for future commission or purchase of artwork, to be installed in June of 2018 at VCMG properties in Bakersfield and Modesto, California.

Valley Children's Medical Group

Valley Children's Specialty Medical Group Central California, Inc. (SMG) is a hospital-based medical corporation associated with Valley Children's. SMG was established in 1997, and now includes more than 150 pediatric subspecialist physicians and maternal fetal medicine physicians practicing in numerous locations from Bakersfield to Modesto and the Central Coast. They provide care for premature infants, newborns, children, adolescents and young adults with congenital, acquired and acute conditions. SMG's physicians are closely affiliated with Valley Children's and offer some of the nation's best pediatric subspecialists and maternal fetal medicine physicians.

The Group works with many partnership and satellite locations. In support of the region's pediatricians, family practice and obstetrical physicians, SMG's pediatric specialists provide outpatient care in Madera, Merced, Kings, Kern, Stanislaus, San Luis Obispo and Tulare counties. The group's pediatric hospitalists also serve in Turlock's Emanuel Medical Center and Bakersfield Memorial Hospital. SMG's hospitalist program began at Valley Children's in the 1990s. Hospitalists have filled key roles in providing around-the-clock inpatient physician care including patient admitting and discharge. Their presence improves and standardizes the quality of care hospital-wide and has greatly improved patient throughput. The hospitalists' most important role is their communication with referring physicians, regularly updating primary care providers on the condition of their patients.

Valley Children's Hospital

Nearly 60 years ago, their founding mothers, Agnes Crockett, Gail Goodwin, Helen (Maupin) Ross, Carolyn Peck and Patty Randall, had a dream to care for children in a hospital as special as

its patients. Valley Children's Hospital has flourished ever since, caring for hundreds of thousands of children. Their mission guides them as they travel the road to the future alongside staff, physicians, children, families, their community and their partners throughout the region.

Valley Children's Hospital is a not-for-profit, state-of-the-art children's hospital on a 50-acre campus with a medical staff of more than 525 physicians. In California, they treat more inpatient cases than any pediatric hospital north of San Diego, making them the second largest children's hospital in the state. Their 348-bed facility is one of the 10 largest hospitals of its type in the nation.

Valley Children's Hospital performs more than 11,000 pediatric surgeries a year and their pediatric and neonatal intensive care units have some of the lowest mortality rates in the country. Their Cancer Center is a member of the nationally recognized Children's Oncology Group, and sees more than 100 new cases a year. Their Willson Heart Center has pioneered pediatric heart care for over 50 years.

Art Criteria

The committee is seeking artists who reside in the Bakersfield and Modesto, California, who may be interested in providing artwork for either campus. Artwork should follow the guiding principles of healing art and evoke messages of hope and healing for the patients, visitors, and staff.

We are looking for artwork in a wide variety of mediums including two-dimensional and three-dimensional artwork, original art, oil, watercolor, and acrylic paintings, limited edition prints, giclee prints, mixed media art, glass, mosaics, wall sculpture and photography. Existing and commissioned artwork will be considered. Art will be placed in the corridors, conference rooms, administrative and staff areas, waiting and consultation rooms, patient rooms, treatment spaces and a variety of other public and non-clinical areas. Inventive, yet sensitive, works are encouraged.

The greater theme for both buildings is "Spring Time in the Central Valley." Each building has two levels. Each clinic in the buildings has a separate sub-theme. We are looking for imagery from and about the Bakersfield and Modesto areas as well as the following imagery :

- Fun in the Garden – General Clinic
 - Replenishing the Earth, planting seeds, happy animals and insects
- Family & Friendship – Cardiology/Echo
 - Moms and babies, kids and animals, animal friends
- Water Fun – Imaging/Radiology & Testing/Labs
 - Rain, waterfalls, rivers, animals found in water
- Springtime Activities – Audiology-Hearing/EEG Testing
 - Rolling in the grass, chasing butterflies, playing outdoors
- Flowers & Trees – Admin. /Staff Areas
 - Flowering plants, birds, nests, trees

Please consider that we are inspiring youth between the ages of 0-18 and their families as well as staff and visitors. Imagery should be playful yet not juvenile. Inventive, uplifting, yet sensitive works are encouraged. All artwork should be safe to touch, sturdy and made of non-toxic materials.

Art Program Guiding Principles

Create a healing environment that distinctly:

- Utilizes evidence-based principles to support and reinforce patient outcomes.
- Illustrates a sense of comfort and hope through the images and messages.
- Reduces stress and anxiety and improve patient, family and staff satisfaction.
- Appeals to the childlike wonder in patients and visitors of all ages.
- Engages the geographic, philanthropic, corporate and cultural communities as partners in building and sustaining our high quality art programs.
- Represents the geographic areas that we serve.

Criteria used to select artists for commissions will be:

- Quality, creativity and strength of artwork concepts and workmanship as evidenced in images of past work and a professional resume
- Ability to demonstrate the creativity and style that will support the vision, mission, and guiding principles of the art program and support the desired population.
- Technical competence as evidenced by images of past work and a professional resume
- Aptitude for planning, budgeting and individually working on teams as evidenced by a professional resume and professional references
- Experienced and demonstrate aptitude for working on art projects as evidenced in a professional resume, images of past work and professional references
- Accessible to appropriate technology for communicating efficiently and effectively

Representation

Aesthetics, Inc. of San Diego has been hired as the arts consultants for the project, to assist in the selection of artists, contracting/commissioning of artwork, and the coordination of installation.

Questions

All questions concerning applying to this Call for Artists on the CODAworx website may be addressed to info@codaworx.com or by calling the CODAworx office at (608) 467-3040. We ask that you submit your questions by May 19, 2017. Answers to questions of general interest will be amended to the CFA document hosted on the CODAworx website by May 31, 2017.

For any/all matters regarding this Call for Artists, we kindly request that interested parties refrain from contacting the administration, staff or employees of Valley Children's Medical Group. Any attempts to do so will result in immediate removal of the offender's current application and/or future submission from the list of considered entries.

Important Note

This Call for Artists may be amended, as needed, and will be available in its most up-to-date form on the website www.codaworx.com. Artists are encouraged to check the website from time to time for updates or modifications.

ART LOCATIONS AND DESCRIPTIONS

A. Feature Art – Corridor Landmarks – \$15,000 each

Major pieces as you exit the elevator or take the stairs on the second floor of each building. We are requesting that each piece have an interactive element that can create an engaging conversation and sense of discovery and adventure. The visual themes and imagery for the building are focused on how the art can influence the healing experience. Imagery that represents and visually supports the five building sub-themes will be commissioned. Original works and glass/ceramic mosaic, oil/acrylic and mixed media will be considered.

B. Department Waiting Rooms – \$1,500 each (unframed)

Appropriately sized pieces per area. These will be areas of potential stress for families as they wait and rest. We are considering large original pieces, per area that have an approximate image size of 36” wide by 24” high. We are interested in individual pieces or a series of work that provides a sense of healing and comfort that speaks to the themes of the building. Inventive, yet sensitive works are encouraged. Original works in all media including works on paper, silk-screened prints, giclees, watercolor or fabric will be considered.

C. Conference Rooms – \$850 each (unframed)

We are looking for artwork that can be installed in groupings that represent the beauty and diversity of the Central Valley. Artwork does not need to follow the themes. We are considering pieces per area with an image size of 36” wide by 24” high. Original works in all media including works on paper, silk-screened prints, giclees, photography, watercolor, fabric and mixed media will be considered.

D. Corridor Artwork – \$300 each (unframed)

Smaller works that reinforce the sub-theme to help you know where you are. We are considering pieces per area with an image size of 30” wide by 20” high or 20” wide by 30” high. We are looking for a series of works that can be hung together that tell a story relating to the five sub-themes of the building. Inventive, yet sensitive works are encouraged. Original works on paper, silk-screened prints, giclees, photographs, watercolor or other similar art approaches will be considered.

E. Consultation/Triage/Sub-waiting spaces – \$300 each (unframed)

Medium sized pieces per area. We are considering pieces per area with an image size of 30” wide by 20” high. These art pieces need to work their magic and be calming positive distractions. They can be colorful pieces that tie into the overarching theme of “Spring Time” visually and support the sub-themes of the building. Inventive, yet sensitive works are encouraged. Original works on paper, silk-screened prints, giclees, photography and watercolor will be considered.

F. Clinical Treatment Areas – \$350 each (unframed)

We are considering pieces per area with an image size of 30” wide by 20” high or 20” wide by 30” high. We are looking for a works that tell a story relating to the five sub-themes of the building. Inventive, yet sensitive works are encouraged. Giclee prints, photographs, watercolor or other similar art approaches will be considered.

G. Patient, Exam and Procedure Rooms – \$350 each (unframed)

Medium to small sized pieces per area. We are considering pieces per area with an image size of 30” wide by 20” high to 36” wide by 24” high. These can be colorful pieces that tie into the theme visually and support the sub-themes of the building. Inventive, yet sensitive works are encouraged. Original works on paper, silk-screened prints, giclees, photography, watercolor will be considered.

H. Lactation Rooms – \$350 each (unframed)

Medium sized pieces per room. We are considering pieces per area with an image size of 36” wide by 24” high. These can be colorful pieces that tie into the theme visually and support the sub-themes of the building. Inventive, yet sensitive works are encouraged. Original works on paper, silk-screened prints, giclees, photography and watercolor will be considered.

PROJECT SCHEDULE

Timeline: Completed submissions for the call for art must be received by MONDAY, July 3, 2017, 5:00 P.M. (P.S.T)

Submissions received after the deadline will not be accepted.

Proposed Project Schedule:

- | | |
|------------------------|---|
| ➤ May 1, 2017 | Call For Artists available online and beginning of submission |
| ➤ May 31, 2017 | Call For Artists Questions Answered |
| ➤ July 3, 2017 | Call For Artists submittals due |
| ➤ August 2017 (tbd) | Art Committee review |
| ➤ September 2017 (tbd) | Artists notified about submission results |
| ➤ October 2017 (tbd) | Select artists asked to prepare concept designs for specific areas. |
| ➤ November 2017 | Commissioned designs submitted to Aesthetics for approval |
| ➤ December 2017 | Commissioned designs submitted for approval to Client |
| ➤ January 2018 | Approved Commissioned designs to move forward into Fabrication |
| ➤ March 2018 | Purchase orders to non-feature artists |
| ➤ June 2018 (tbd) | Delivery and installation of commissioned art |

All artists will be notified about the results of their submission. Valley Children’s Medical Group reserves the right to revise this timeline, in its sole discretion and without notice.

The Art Committee is not obligated to notify artists when incomplete entries are received. Incomplete entries will not be reviewed. It is the responsibility of the applicant to ensure that entries are complete and arrive by the deadline.

Any individual or professional artist, who resides in the Central Valley with emphasis on Bakersfield and Modesto, California areas, is eligible to apply. Artists working in all mediums may apply.

Members of the Art Committee, the Boards of Trustees and Governors of Valley Children's Hospital or Valley Children's Medical Group, or employees of Aesthetics, Inc., or other project consultants and their business partners or their immediate family members may not apply.

The budget fee quoted for artwork is all-inclusive and must cover design fees, travel expenses, all materials and fabrication costs, insurance costs, shipping or transportation to the site or framer, preparation for installation, income taxes, personal documentation, and site visits.

SUBMITTAL INSTRUCTIONS

To submit qualifications for this CFA you must apply through the CODAworx application portal: <https://www.codaworx.com/rfp-toolkit/rfp/vcmg-project-rfq>. You will need to sign up for a free account to submit your information. This allows you to save and come back to your application at any time. To login and return to your application, click the portal link above. You may also return to the application by logging in on CODAworx, clicking your name in the top right, and selecting "RFP Dashboard".

The following information will be required to apply to this commission:

Letter of Interest

Please include the following:

- a. Artist Name, Address, Telephone, Email Address and Website for all Artist Team Members.
- b. Your interest in this project and your experience working on comparable projects, including your experience with architectural and engineering project teams. Include your philosophy on public art, its integration into surrounding environment and how your work and experience will complement this project.
- c. Please describe your eligibility with the multiple criteria for this project from Eligibility section of this CFA.
- d. References, to include at least three (3) art and/or design professionals who have detailed knowledge of the artist's work and working methods, which include, fulfilling deadlines, working with the community, etc. Include contact name, organization, address, telephone number, and e-mail for each reference.

Résumé / CV

Submit a brief, current résumé or CV that includes all contact information, website, previous public art commissions, design team experience, exhibitions, awards, grants and education, if applicable. If submitting as a team of artists, compile all résumés into a single document.

Images of Your Work

In the “Images of Your Work” section of your application, please submit images and information for up to 5 past commissioned projects. To do that, please include the main image, title of the artwork, the medium, the dimensions, and date created or installed. These images will serve as an overview of your work relevant to this CFA.

Beyond the overview images, we recommend adding CODAworx “projects” to your application for a more robust CFA submission. If you have more images, information to share about your submitted projects, please go to your account to publish a “project” to your profile on CODAworx. This allows you to have up to six total images per project and include a more detailed write-up about the project. In the more detailed write-up you have the option to list: the commissioning organization/agency; budget; date of completion; and project manager (with email). Include a brief summary, and, if you were part of a team, indicate the extent of your contribution.

Follow this link to publish a more detailed project with your application for this CFA:
<https://www.codaworx.com/account/project>.

Please submit JPEG images with a minimum of 620px wide, and a maximum file size of 5MB. Slides, prints or any physical submissions of artwork will not be accepted.

This CFA is administered and managed using the **CODAworx RFP Toolkit**, an innovative new platform that streamlines the commissioned art process. Questions about applying on CODAworx may be addressed to info@codaworx.com or by calling the CODAworx office, (608) 467-3040.

Responsibility for Submissions

Although we will make every effort to protect the materials you submit, Aesthetics, Inc./Valley Children’s Medical Group are not responsible for the loss or damage of any application materials submitted.

CFA Revision: Valley Children’s Medical Group reserves the right to revise this CFA, 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 at any time within its sole discretion.

Responsibility for Application Costs: Aesthetics, Inc. and Valley Children’s Medical Group are not liable for any cost incurred by any person responding to this CFA. The applicant is fully responsible for all application costs. Aesthetics, Inc. and Valley Children’s Medical Group does not assume any contractual or financial obligation as a result of the issuance of this CFA, the preparation and submission of an application by a respondent, the evaluation of an accepted application, or the selection of finalists.

Application Acceptance/Rejection: Valley Children’s Medical Group, 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. Valley Children’s Medical Group reserves the right to negotiate with any respondent after applications are opened, if such action is deemed to be in Valley Children’s Medical Group’s best interest. Valley Children’s Medical Group’s acceptance and review of an

application and/or submitted application, artwork concept, or artwork design does not constitute a commitment on the part of Valley Children's Medical Group to award a commission to any artist or team.

Decline to Award: Valley Children's Medical Group, at its sole discretion, reserves the right to not award the commission to any artist (or artist team) due to inappropriateness of art.

Copyright: A version of the following language will appear in the contracts between Valley Children's Medical Group 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 Valley Children's Medical Group, without charge to Valley Children's Medical Group, 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 Valley Children's Medical Group; 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.

Artist's Rights: A version of the following language will appear in the contracts between Valley Children's Medical Group and artists. Artwork Removal: The Artwork may be removed, reframed or relocated from the Project Site at Valley Children's Medical Group's sole discretion. Valley Children's Medical Group 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 Valley Children's Medical Group, officers, employees, agents, or representatives, or the presence of the Artwork at the Project Site.

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 Valley Children's Medical Group and artists:

HOLD HARMLESS. The Artist agrees to defend, indemnify, protect and hold Valley Children's Medical Group, its agents, officers, trustees, governors, employees, patients, customers and subcontractors 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, customers, agents, representatives or subcontractors. The obligation to indemnify shall be effective even if the passive negligence of Valley Children's Medical Group, its agents, trustees, governors, customers, patients, subcontractors, 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 Valley Children's Medical Group, the reasonable value of attorneys' fees and all costs if Valley Children's Medical Group 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 Valley Children's Medical Group, its agents, officers, trustees, governors, employees, patients, customers and subcontractors.

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, Valley Children's Medical Group 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 Valley Children's Medical Group under law or equity. Artist further agrees to indemnify and hold harmless Valley Children's Medical Group, its officers, trustees, governors, 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, Valley Children's Medical Group shall be entitled, upon written notice to Artist, to withhold some or all of such payment.

Dispute Resolution. The Parties shall submit all disputes, claims or demands of any kind relating to or arising out of this Agreement (“Controversy”) to a three-step dispute resolution process. The three-step process shall (i) begin with informal negotiations conducted in good faith; (ii) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the Controversy cannot be resolved by mediation or if either party shall make written demand therefor, then; the Parties agree to waive their rights, if any, to a jury trial, and to submit the controversy or dispute to a retired judge or justice pursuant to Section 638 et seq. of the California Code of Civil Procedure, or any successor provision, for resolution in accordance with Chapter 6 (References and Trials by Referees), of Title 8 of Part 2

of the California Code of Civil Procedure, or any successor chapter. The Parties agree that the only proper venue for the submission of claims is the County of Madera, California, and that the hearing before the referee shall be concluded within nine (9) months of the filing and service of the complaint. The Parties reserve the right to contest the referee's decision and to appeal from any award or order of any court. Each Party shall pay its own attorneys' fees and costs; provided that, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs actually incurred in bringing or defending the legal action.

Applicable Law and Venue. This Agreement shall constitute a contract under the laws of the State of California. Any action or proceeding brought hereunder shall be brought in the state court sitting in Madera County, California.