

City of Minneapolis Community Planning and Economic Development (CPED)

Artist in Residence in Transit Corridors Initiative

Call for Artists

CPED is seeking an artist to work in residence for 12 to 14 months in its Economic Development Division to develop artistic concepts and designs for 3-4 transit corridors under development in the City of Minneapolis. An artist or artist team may apply.

Photo of corridors will be inserted here.

Applications must be received by April 12, 2006, 4:30 p.m.

Note: There has been a change in submission requirements. Only electronic images will be accepted. (See item D4 on Page 5 for more information.)

I. CPED and Transit Oriented Development

The mission of the CPED's Economic Development Division is to promote jobs, business vitality and expansion, and the provision of community services both downtown and in the neighborhoods. CPED works with a range of community, public and private partnerships to redevelop blighted areas, promote the economic vitality of commercial corridors and nodes, and build physical infrastructure, community amenities and cultural resources.

Transit-oriented development and expansion of downtown and neighborhood transit services is a major CPED strategy. CPED has recently been involved in public art projects along the Hiawatha LRT line, including the transit plaza at the Downtown East/Metrodome LRT Station. Transit areas in both neighborhoods and downtown will be the focus of this residency. Specific projects are still under consideration, but may include:

- LRT Pedestrian Environments, such as Highway 55 under-bridge environments at Franklin Avenue and Lake Street or additional pedestrian improvements around the 46th Street and 50th Street stations.
- Chicago Avenue from 14th to 28th Streets S. and the Life Sciences Corridor.
- The second phase of reconstruction of Lowry Avenue between Theodore Wirth Parkway and Girard Avenue.

II. The Public Art Project

CPED is seeking an artist to work in residence for 12 to 14 months in its Economic Development Division to develop artistic concepts and designs for 3-4 transit corridors under development in the City of Minneapolis. The project has three overall goals:

- Promote the economic vitality of commercial corridors by enhancing their identity and aesthetic environments.
- Integrate artworks into public and private sector building projects.
- Build the capacity of and cooperation of CPED staff and other City partners to integrate public artworks into their efforts.

A. Artist Eligibility

The project is open to an artist or artist team. **Artists applying must be willing to work in the CPED offices and readily available during the timeline.** (See sections **C** and **D** below.) The City of Minneapolis encourages persons from various cultures and ethnic backgrounds to apply. Artists who are ineligible to apply include current City staff and Minneapolis Arts Commissioners.

B. Artist Responsibilities

1. Orientation and Research: Meet with staff and stakeholders. Review appropriate research, planning materials, City/County/Metro Transit policies and procedures and potential art themes.

- Meet with planning staff, project coordinators, designers, engineers, construction staff, other departments, partners, policy-makers and stakeholders through informal activities, interviews, staff meetings and project meetings.
- Review related City plans, transit plans, land use plans, zoning and related codes.
- Conduct field visits.
- Review standard functional structures and amenities, such as benches, signage, lighting, fencing and shelters.
- Research possible artistic themes consistent with the project and site's goals.

2. Participate in Planning and Design Processes: Participate in public and private transit corridor planning. Identify opportunities for art, develop artistic designs, and engage the community.

- Participate in partnership with staff and other stakeholders in the planning, design and development of specific transit corridors and nodes.
- Identify a variety of opportunities for art to be integrated into these areas that are consistent with each project's goals.
- Develop appropriate artistic concepts and designs for these projects and plans, which are appropriate, financially feasible, meet codes and are maintainable in the long term and within existing policies and practices.
- Involve the community in design development and participate in community meetings. "Community" is not solely defined by geographic boundaries and may include residents, users, community organizations and institutions, businesses, cultural communities, advocacy groups, students and youth.)

3. Develop Artistic Concepts and Designs: Provide concepts, schematic designs and final designs for changes to existing transit structures, new capital projects or private building projects. (Note the focus of this project is the creation of public art designs, as opposed to the development of broad public art plans or frameworks, although the artist might suggest future opportunities for other artists and projects.)

- Provide conceptual examples of possible public art designs and locations for corridors. These designs may include changes to existing transit structures or may be part of a new capital project.
- Work with the staff and partners to select designs for refinement and focus.
- Prepare schematic designs.
- Participate in an ongoing design review and modification process for the project.
- For one or more projects, develop final designs, prepare estimated budgets and participate in maintenance planning.
- Fabricate and install the project or oversee fabrication and installation. (This will be separate scope of services and contract. The source of funding will be identified by staff and partners during the residency.)

4. Present Reports and Artistic Ideas: Present concepts and designs in professional formats to the staff and partners in a range of forums.

- Present initial and final concepts to the staff, stakeholders, community members and officials through public meetings, exhibitions and web site displays.
- Provide designs and plans in professional formats, such as boards, drawings, site plans, material samples models and computer presentations.
- Provide feedback to staff on improving future public artist in residence projects.

5. Other Requirements

- Provide ongoing updates to staff.
- Provide the City with copyright privileges to make two-dimensional reproductions for non-profit use, such as brochures, publicity and web-site publications.

C. Work Site

The artist will be provided with workspace in a City department, phone, computer, appropriate software and email and other basic office amenities. The artist will also have access to City staff and support from the public arts administrator and the project manager within CPED. If needed, the artist may be provided with access to exhibition space within appropriate public meetings.

D. Schedule

1,040 hours over 12-14 months, from approximately June 2006 through August 2007. (The exact timing of the residency will be tied to the phasing of each specific transit project's timeline negotiated with the artist during the contracting phase.)

E. Compensation

Selected artists/artist teams will receive a design fee of \$60,000. This fee should cover any and all of the costs of supplies, materials, and expenses necessary for related design development and project oversight. A contract between the artist/artist team and the City of Minneapolis will define stages of completion and a payment schedule. Fabrication budgets will be determined separately and funds will be raised by CPED and its partners, as well as leveraged from construction budgets. The actual fabrication of artworks may be overseen by the artist(s) and/or by other contractors. This will be negotiated with staff during the process of planning the implementation phase.

III. Application Process

A. Project Timeline

March 15

RFP distributed and Website on Line

April 6, 10:30 a.m.	Informational Workshop for Artists, Conference Room 3, Suite 200, Crown Roller Mill Building, 105 5th Ave S
April 3, 4, or 5	Scanning Appointments for Artists, call 612-673-2597
April 12, 4:30 p.m.	Artist submissions must be received
Week of April 24	Panel selects finalists*
Week of May 8	Finalist Interviews, final decision
Mid May-Mid June	Contract Processed
Mid June	Design development begins

*Panel meetings are open to the public. For information about dates and times, contact Mary Altman (see item 3 below.)

B. Proposal Due Date and Location

Date and Time: Received by March 20, 4:30 p.m.

Location: City of Minneapolis, Purchasing Department, Room 552, Towle Building, 330 2nd Avenue South, Minneapolis, MN 55401.

Artists should submit **a compact disc and 1 hard copy** of the packet containing all of the written materials defined in section D below. **(Submission requirements have changed, please read section D below carefully.)**

Applications must be emailed, mailed or delivered. Applications that are faxed, incomplete, or late will not be accepted. Artists will be notified of panel recommendations by mail.

This **Call for Artists** is available in alternative format upon request. Applicants needing special assistance may contact Mary Altman (see item 3 below.).

C. Contact for More Information

All questions regarding this proposal must be submitted in writing to:
 Mary Altman, Public Arts Administrator
 City of Minneapolis
 612-673-2728 (fax)
 or mary.altman@ci.minneapolis.mn.us.

D. Proposal Format and Submission Materials (This is new, please read carefully.)

Images: Submit ten images on a compact disc in jpeg format of recent work, **as relevant to this project.**

- 1. General Guidelines:** Each image must be a separate file. It must be named with the artist(s)' last name and a number which corresponds with the Image List. (See the attached form.) No collaged images--one image of each work per file only. Explanatory text should be included on the image list, not within the image itself. Photos, brochures, slides, videos,

or web sites should not be submitted and will not be reviewed by the selection panel. No submission materials will be returned.

2. **Image Size:** Your image should be 1920 pixels horizontal /1920 pixels vertical, no more than 1.8 MB in file size, and a baseline JPG. Do not submit progressive JPGs. Please size your image to be 1920 pixels on both edges. If your image is not square, please mask your image with black to bring your image to 1920x1920 pixels. (Note: these guidelines are comparable to **CaFÉ™** standards--www.callforentry.org.)
3. **Assistance:** Applicants who have not yet converted slides to an electronic format, may make an appointment to have this done April 3, 4 or 5. Call 612-673-2597 to make an appointment. Only artists who will be applying may participate. Only 10 images will be converted per artist. To make an appointment, contact Mary Altman (see item C above.)

Written Materials:

Proposal packets should be 8 ½" x 11", in black and white and on paper suitable for photocopying. **No stapling, special binding methods or proposals in folders or portfolios are allowed.** Submit 1 copy of the following written materials in the following formats and the following order:

1. **Cover Sheet:** A completed copy of the attached cover sheet.
2. **Narrative Description:** A narrative description of your approach to the Scope of Services addressing the tasks defined in section II.C above. **Please describe your availability from May 2006 through September 2007 to work the on site in the CPED Offices. Include other specific time and travel commitments, time frames during which you would be unavailable and other limitations on your schedule.** Indicate the types of deliverables that you would provide, including sketches, technical drawings, models, power points, and other visual and written products. **Not to exceed two pages.**
3. **Experience and Capacity:** The current resume(s) of all of the artists involved, including information on background and ability to conduct the tasks listed. **Not to exceed two pages per artist.**
4. **Image List:** A completed *one page* Image List using the attached form. **Not to exceed one page.**
5. **References:** The names, addresses, and daytime phone numbers of three professional references from past projects.
6. **Send To:** Mary Altman, Public Arts Administrator, City of Minneapolis, 350 S. 5th Street, Room 210, Minneapolis, MN 55415-1385.

E. Artist Selection Criteria

The criteria listed below will be used for evaluating artist and team qualifications, proposed processes and project ideas.

1. **Stimulate excellence in urban design and public arts:**
 - Is the artist's submission, previous work and/or proposed idea engaging and high quality in concept and construction?

- Is the quality of the artist's previous work comparable to other artwork commissioned by the City?
- Is the artist not over represented in the City's collection?
- Does the artist have a significant or engaging body of work?
- Does the artist have experience collaborating with architects and other professionals?
- Does the artist have experience with architectural and engineering drawings and methods?
- Does the artist have experience in comparable projects and artistic disciplines?

2. Enhance community identity and place:

- Is the artist familiar with the community and setting and its characteristics, including history, identity, geography and cultures?
- Has the artist's previous work been appropriate to those communities and settings and the above characteristics?
- Does the artist have experience integrating artwork into infrastructure and building function?

3. Contribute to community vitality:

- Have the artist's previous projects attracted visitors and residents?
- Does the artist's previous work or proposed process build capacity between the private and public sectors, artists, arts organizations and community members?
- Does the artist's previous work or proposed process encourage civic dialogue about City issues?
- Do the artist's previous projects incorporate or address aspects of public safety?

4. Involve a broad range of people/communities:

- Does the artist have experience working with communities and diverse groups?
- Does the artist have a demonstrated ability to address ADA regulations as they apply to public art?
- Does the artist's previous or proposed process celebrate one or more of the City's cultural communities?
- Does the artist have experience in projects that bring people together or create gathering places?
- *Does the artist have experience working with young people on a public art project?*

5. Value artists and artistic process:

- Does the artist have a unique or appropriate cultural, geographic or artistic perspective?
- Does the proposed project or process appropriately support the integrity of the artwork and the moral rights of the artist?
- Does the proposed project or design process include the artist and the artistic process as a central element?

6. Use resources wisely:

- Is the artist's previous work or proposed project sustainable, secure and technically feasible?

- Has the artist's previous work been within the timeline and budget and is the artist able to work within the City's timeline and budget?

F. Selection Panel

The role of the selection panel is to interpret and review artist's previous experience and proposed ideas based on the selection criteria. The panel will include the following representatives:

1. Artist
2. Arts administrator
3. Architect or landscape architect
4. Arts Commissioner
5. A project site representative
6. Public Works staff member
7. An appropriate community representative
8. Two at-large members

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Request for Proposal General Requirements

The General Requirements are terms and conditions that the City expects all of its Contractors to meet. By proposing the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions.

1 City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal, or the respondent's reply based on the component prices submitted.

2 Interest of Members of City

The Contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code of Ordinances, Chapter 139.

5 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-Contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, 50,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include Contractual liability coverage and the City shall be named an additional insured.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-Contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-Contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-Contracting is allowable under this contract, to comply with these provisions.

6 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior approval of the City Department Contract Manager designated herein.

7 Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not

impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City Contracts in addition to other remedies as provided by law.

8 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

9 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

10 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-Contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected vendor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13 and as such are open to public review.

15 Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16 Living Wage Policy

All Contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a Contractor that does not supply employer-paid health insurance and 100 percent for a Contractor that does supply employer-paid health insurance.

17 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the Contractor Travel Reimbursement Conditions, available from the City.

20 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

21 Billboard Advertising

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

22 Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City department Contract manager and ask for an interpretation.

Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

23 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall

be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

24 Intellectual Property

The City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any Work created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

25 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Contractor and subcontractor with 21 or more employees that enters into a "Contract", as defined by the ordinance, that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development Contracts.

Please be aware that if a "Contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: <http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing/domestic.html>. It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

26 Small & Underutilized Business Program (SUBP) Requirements

The selected vendor must comply with the Small and Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the respondent find an opportunity to contract with other business concerns to complete portions of the task solicited, we ask that they would entertain

contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process. For more information on locating certified businesses you may contact the CERT website at www.govcontracts.org or by contacting Roxanne Crossland at 612/673-2112.

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Call for Artists

COVER SHEET

Artist #1

Name _____
Address _____
City/State/Zip _____
Phone (day) _____
Phone (eve) _____
Fax _____
Email address _____

Artist #2 (If team)

Name _____
Address _____
City/State/Zip _____
Phone (day) _____
Phone (eve) _____
Fax _____
Email address _____

(Attach an additional sheet for more than 2 artists.)

Application Checklist

Enclosed are the following submission materials:

- ____ 1) **A Compact Disc with Ten JPEGs** of recent work that best reflects the skills of the artist(s) involved, according to the guidelines described on page 5, section IIID of the attached RFP.
- ____ 2) **Narrative Description:** A narrative description of approach to the Scope of Services. *Up to two standard letter-sized pages.*
- ____ 3) **Experience and Capacity:** The current resume(s) of all of the artists involved. *Not to exceed two pages per artist.*
- ____ 4) **Image List:** *A completed image list using the form attached to the RFP.*
- ____ 5) **References:** The names, addresses, and daytime phone numbers of three professional references.

Application Deadline: April 12, 4:30 p.m.

Mail or Deliver to: City of Minneapolis, Purchasing Department, Room 552,
Towle Building, 330 2nd Avenue South, Minneapolis, MN 55401

I/We understand that the materials we submit are public information under the Minnesota Government Data Practices Act and may be shared by the Minneapolis Public Library or the City of Minneapolis with members of the public or the media for informational purposes or as otherwise required by the Data Practices Act. Accordingly, I/we hereby grant a non-exclusive license to the City of Minneapolis to make and distribute a limited number of copies of the submitted materials for the purposes of information and/or evaluation of the artwork related to this RFP and the related Public Art Projects, or as required by the Data Practices Act.

Signature of Artist #1

Date

Signature of Artist #2

Date

Call for Artists Image List

Applicant's Name _____

<p>1. FILE NAME (Your last name + 01): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>	<p>2. FILE NAME (Your last name + 02): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>
<p>3. FILE NAME (Your last name + 03): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>	<p>4. FILE NAME (Your last name + 04): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>
<p>5. FILE NAME (Your last name + 05): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>	<p>6. FILE NAME (Your last name + 06): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>
<p>7. FILE NAME (Your last name + 07): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>	<p>8. FILE NAME (Your last name + 08): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>
<p>9. FILE NAME (Your last name + 09): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:LOCATION:</p>	<p>10. FILE NAME (Your last name + 10): ARTIST(S) NAME(S)**: TITLE OF WORK: COMMISSIONING AGENCY: LOCATION: DATE: MATERIALS: DIMENSIONS : COMMISSION COST:</p>

This list cannot exceed one page. * Each file must be named with the artist(s)' last name and a number which corresponds with the Image List. **List other artist collaborators.