



Prior Lake Community Artist

Request for Qualifications

RFQ - The City of Prior Lake's Arts and Culture Committee invites experienced public artists or teams to submit qualifications to become the Prior Lake Community Artist in 2023. This will entail engaging with Prior Lake stakeholders, getting to know the downtown Prior Lake area, developing a plan and recommended location(s) for a public artwork, and fabricating and installing public artwork(s). The goals of this program include the following:

- To connect the selected Artist to the Prior Lake community throughout the development and installation of the project, which will inform and inspire the resulting public artwork and foster a feeling of ownership and pride to the community.
- Tap into the expertise and vision of the selected Artist, empower them to lead the way in identifying public art and locations that would suit and resonate with the community.

Outcomes of the Prior Lake Community Artist program include the following:

The selected Artist will...

- develop a budget and plan detailing engagement and project development work.
- spend time in Prior Lake and implement a plan to engage with the Prior Lake community. Engagement efforts can be integrated into the design development process, artwork production or both. Artist will research and consider the local history of Prior Lake while developing project design.
- provide a public artwork(s) design for review and approval.
- identify preferred location(s) for proposed public artwork(s). The City will initially provide potential locations, and will review and approve Artist's desired locations.
- produce and install at least one piece of permanent public artwork in downtown Prior Lake, this may include one piece or multiple smaller-scale pieces.
- agree to participate in promotional videos, materials, interviews, etc. to document and promote engagement efforts and/or public artwork(s).

Eligibility:

To be considered for this RFQ, the artist or team must meet the following criteria:

- Is 18 years or older, and a resident of Minnesota, preferably with a connection to Prior Lake and/or Scott County.
- Have completed at least one commissioned outdoor public art piece with a similar budget in the past ten years.
- Have experience integrating community engagement into their project process.

Final Project Budget - \$15,000

The total budget for this project is \$15,000. \$5,000 is intended for research, engagement, and project development. \$10,000 is intended to cover the public artwork – all design modifications, fabrication, engineering, installation, foundations, site preparations, site visits, transportation of artwork, insurance, permit fees, and other related expenses.

RFQ deadline: February 8, 2023, 11:00 PM CST

E-mail all materials in to Casey McCabe, cmccabe@priorlakemn.gov

HOW TO APPLY

SELECTION PROCESS

RFQ – Submit by February 8, 11:00 PM Central Standard Time

Please submit all materials in ONE email to Casey McCabe, cmccabe@priorlakemn.gov. Documents may be submitted in the following formats: Microsoft Word, PDF, JPEG, or a link to a Google drive or Dropbox.

Please name your documents with the document description and your name, i.e. "Resume_First Name Last Name."

- One-page letter describing interest in the project, your artwork medium(s), approach to engagement, design, and research, any connection to Prior Lake or Scott County, as well as a statement addressing eligibility criteria.
- One-page biographical information or resume, including your contact information (phone, email, and address). If you have multiple team members, please provide brief biographical information on each essential member but do not exceed one page.
- One-page listing two references of recently completed projects including at least one commissioned piece valued at \$10,000 or more completed in the past ten years. Please include contact information and commissioned amount.
- Work Samples: At least three (3) and up to ten (10) images of your past and current projects (one of which should be for a commissioned piece valued at \$10,000 or more which was completed in the past ten years). Please provide a brief description and final cost for each.
- *Please keep in mind this is a Request for Qualifications only, not a request for proposals or art projects. Do not submit a project proposal or design.*

Artist Selection – Notification by February 28, 2023

The submitted qualifications will be reviewed by a selection panel made up of Prior Lake Arts and Culture Committee members, Economic Development Authority members, and Prior Lake stakeholders. The finalist will be selected based on the scores for the following criteria:

1. 40%: Quality of letter of interest, and an understanding of the project description and goals;
2. 30%: Quality and relevance of work samples;
3. 10%: Connection to Prior Lake or Scott County;
4. 10% Experience incorporating community engagement into project process;
5. 10%: Ability of artist/team to complete project (within budget and timeline) based on prior work experience.

All applicants will receive notification of the panel's decision by February 28, 2023.

Prior Lake Community Artist Timeline:

RFQ – Qualification Proposals Due: **February 8, 2023, 11:00 PM CST**
Selection of Artist/Team: by February 28, 2023

Selected Artist – Tentative Timeline:

Develop engagement plan:	March – April, 2023
Engagement, research, develop public art plan:	April – June, 2023
Fabrication (if applicable):	June – July, 2023
Installation of public artwork(s):	August – September, 2023

ADDITIONAL CONTEXT

The Prior Lake Arts and Culture Committee was established in 2021. The purpose of the Arts and Culture Committee (ACC) is to serve as a liaison between City government and the art and culture organizations in the community as well as make recommendations to the Economic Development Authority (EDA) related to arts and cultural events, installations and initiatives as assigned. As a separate corporation from the city, the EDA has many powers which makes recommendations to the City Council on development plans/projects and engages in strategies which enhance the economic strength of the community.

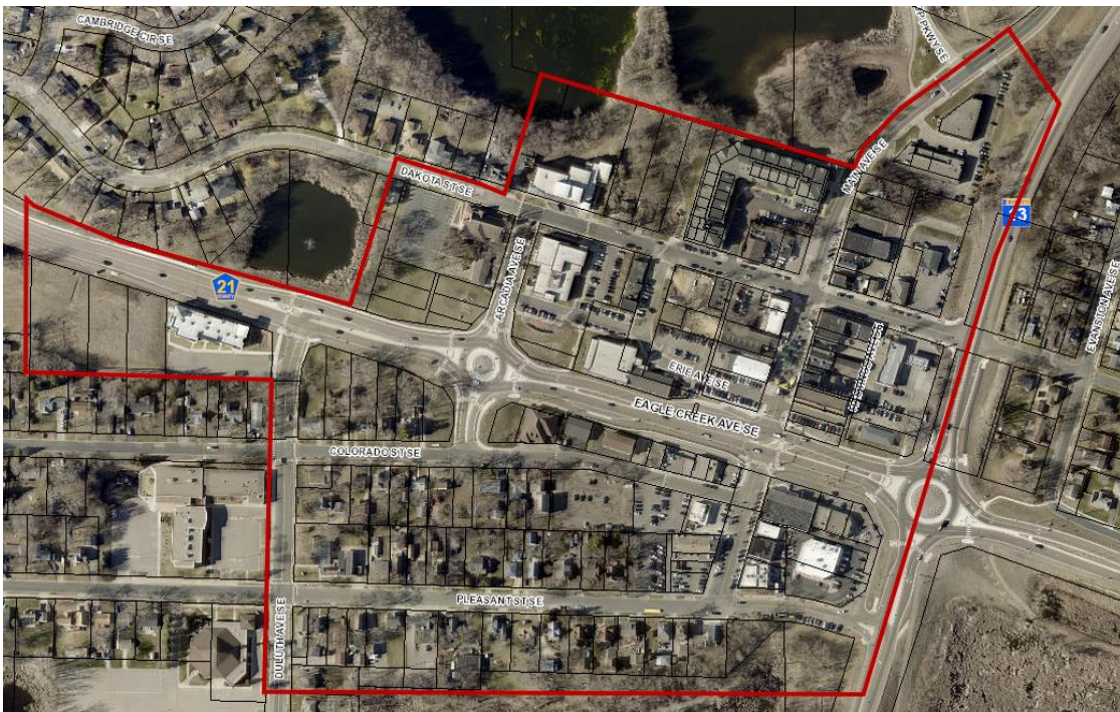
The selected Artist should consider the following Public Art Criteria in the development of the public artwork(s):

- Artwork should be focused in highly trafficked areas for public viewing with a concentration on downtown plazas, city parks, community gathering spaces and municipal buildings.
- Promote public spaces by encouraging a sense of ownership and pride within the community.
- Enhance the physical and natural environment and encourage activity, relaxation, or contemplation of nature through the process of creative thought.
- Exemplify the highest degree of social awareness, intellectual pursuit, ingenuity, and creative ability the community has to offer.
- The artwork should be designed to promote longevity and be maintained within standard City, or appropriate party, maintenance procedures and cycles.

PRIOR LAKE - DOWNTOWN MAP

LOCATION OF FUTURE PUBLIC ART

The resulting public artwork(s) will be located within the downtown Prior Lake area. The City of Prior Lake is a vibrant lake community nestled in the southwest suburbs. Prior Lake offers a small town feel with the opportunities and resources typically found in a larger city. Charming downtown Prior Lake is home to many restaurants, retailers, service providers as well as offices. Downtown is also home to City Hall, Police Station, Public Library. Nearby is the 130-acre Lakefront Park which offers over three miles of trails, a public beach, fishing pier, playground, sports fields, amphitheater and more.



STILL HAVE QUESTIONS?

We encourage interested applicants to learn more about Prior Lake by visiting www.priorlakemn.gov.

It is the responsibility of the applicant to inquire about any portion of the RFQ that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of proposal or written correspondence.

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date of this RFQ. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business days.

Please do not ask other City personnel or Arts and Culture Committee members questions, as information gathered from other sources may not reflect the correct position or interest and could result in disqualification.

A Question and Answer (Q&A) addendum related to this RFQ will be updated as questions come in and can be found on the Arts and Culture Committee tab at <https://www.priorlakemn.gov/government/committees-commissions>. Any other questions regarding this Request for Qualifications may be directed to the contact below prior to **February 1, 2023**.

Please direct questions to: **Casey McCabe**, cmccabe@priorlakemn.gov

All questions concerning the RFQ must reference the page number, section heading, and paragraph. Questions may be submitted via email. Please place "Prior Lake Community Artist" in the subject line.

The City of Prior Lake does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities.

RFQ CONSIDERATIONS & RESPONSIBILITIES OF SELECTED ARTIST/TEAM

DISPOSITION OF RESPONSES

- (1) All materials submitted in response to this RFQ will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Artist submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Artist must: Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic; and
- (2) Include a statement in the Letter of Interest with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFQ, the Artist agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFQ for a minimum of seven (7) years.

The City will not consider the prices submitted by the Artist to be proprietary or trade secret materials. Responses to this RFQ will not be open for public review until the City decides to pursue a contract and that contract is executed.

Please note: The following information and the attached form of agreement sample are for the consideration of any interested applicant. This information is provided so that all applicants have a better understanding of their responsibilities and requirements should they be selected and contracted by the City of Prior Lake for this project. Agreement is subject to change.

CONTRACT TERMS

The clauses included in the sample form of agreement (Attachment A) will be included in the contract between the City and the selected Artist that has been chosen to provide the Services described herein. Any exceptions to the contract terms and conditions included in the RFQ must be identified by the selected Artist prior to contract execution.

INSURANCE REQUIREMENTS

The selected Artist shall maintain insurance coverage, naming City as additional insured, as described in Attachment A. The Artist shall not commence work until all insurance has been obtained and copies have been filed and accepted by the City. The Artist shall be responsible for maintaining a valid certificate of insurance throughout the term of the Contract, as required in the sample agreement.

Attachment A

Sample Form of Agreement

City of Prior Lake Standard Contract

This agreement ("Agreement") is between the City of Prior Lake, Minnesota ("City"), whose business address is 4646 Dakota Street SE, Prior Lake, MN 55372, and _____, a Minnesota _____ ("Contractor") whose business address is _____.

Based on the mutual promises and covenants set forth herein, the sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

1. **Scope of Work.** Contractor agrees to provide, perform and complete all the materials and services in accordance with the terms of this Agreement and attached Exhibit A ("Work"). The terms of this Agreement shall take precedence over any provisions of the Contractor's proposal and/or general conditions. If Contractor's proposal is attached as Exhibit A, City rejects any contract terms and/or general conditions included in such proposal unless specifically agreed to by the City in writing.
2. **Effective Date and Term of Agreement.** The Work shall be completed by _____.
3. **Compensation for Services.** City agrees to pay the Contractor a fixed sum of \$ _____ as full and complete payment for the Work ("Contract Price").
4. **Method of Payment.** Contractor shall prepare and submit to City, on a monthly basis, itemized invoices setting forth work performed and the payments requested under this Agreement. Contractor shall provide an itemized listing of all expenses and such other documentation as reasonably required by the City. Invoices submitted shall be paid in the same manner as other claims made to the City. In compliance with Minn. Stat. 471.38, by making a claim for payment, Contractor is declaring that the account, claim, or demand is just and correct and that no part of it has been paid. No claim for services furnished by Contractor not specifically provided for in Exhibit A shall be honored by the City.
5. **Compliance with Laws and Regulations.** In providing the Work, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the Work. Any violation of statutes, ordinances, rules and regulations pertaining to the Work shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
6. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily exercised by members of the profession under similar circumstances in Scott County, Minnesota.
7. **Condition and Inspection.** All materials furnished under this Agreement shall be new and in current manufacture, unless otherwise specified, and all materials shall be of good quality, free from faults and defects and in conformance with this Agreement. Materials that are defective or not in current manufacture may be returned to the Contractor at the Contractor's expense.
8. **Insurance.**

- A. **General Liability.** Contractor shall maintain a general liability insurance policy with limits of at least \$1,000,000.00 for each person, and each occurrence, for both personal injury and property damage. Contractor shall provide City with a Certificate of Insurance verifying insurance coverage before providing service to the City.
- B. **Worker's Compensation.** Contractor shall secure and maintain Workers' Compensation Insurance in accordance with the statutory requirements of the State of Minnesota. Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Contractor's services under this Contract.

9. **Indemnification.** Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Contractor, its agents, representatives, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, representatives, contractors and employees, relative to this Agreement. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

10. **Termination.** This Agreement may be terminated by either party by thirty days' written notice delivered to the other party at the addresses written above. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for Work performed until the effective date of termination.

11. **Independent Contractor.** At all times and for all purposes, Contractor is an independent contractor engaged by City to perform the services described in this Agreement and Contractor shall have no authority to employ persons or make purchases on behalf of City, or otherwise bind or obligate City. No statement in this Agreement shall be construed to find the Contractor an employee of the City.

12. **Assignment or Subcontract.** Contractor shall not subcontract any part of the Work; nor may Contractor assign this Agreement, or any interest arising herein, without the prior written consent of the City.

13. **Audit Disclosure.** Pursuant to Minn. Stat. 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six years after the effective date of this Agreement.

14. **Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 ("Data Practices Act").

15. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

16. **Conflicts.** No salaried officer or employee of the City and no member of the Council, or Commission, or Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders this Agreement void.

17. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. **Damages.** In the event of a breach of this Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.

19. **Enforcement.** The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Agreement or thereafter of any of the rights or remedies of the City under this Agreement.

20. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall be only in the courts of Scott County, Minnesota or the federal courts for the United States for the District of Minnesota.

21. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

22. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.

23. **Waiver.** No action nor failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized agents.

CITY OF PRIOR LAKE

Date

By: _____

Its: _____

CONTRACTOR

Date

By: _____

Its: _____