

STATE of MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES



MINNESOTA STATE

South Central College

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
Public Art Design and Commission**

September 23, 2020

SPECIAL NOTE: This Request for Qualifications (RFQ) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as “Minnesota State”, its Board of Trustees, or **South Central College** to award a contract or complete the proposed project and each reserves the right to cancel this RFQ if it is considered to be in its best interest. Responding vendors must include the required information called for in this RFQ. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed.

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List of Attachments

- Attachment 4: Minnesota State Preference Form
- Attachment 5: Veteran-Owned Preference Form

Attachments 1-3 are not used

SECTION I. GENERAL INFORMATION

Background

Minnesota State is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. Minnesota State is an independent state entity that is governed by a 15 member Board of Trustees. For more information about Minnesota State, please view its website at www.MinnesotaState.edu.

Purpose of this Request for Qualifications

The Minnesota State Board of Trustees, on behalf of **South Central College (SCC)**, hereafter referred to as the “Owner”, is soliciting qualifications from interested, qualified artists, and intends to commission art to be installed as part of the SCC/NM-17 STEM & Healthcare Renovation project, hereafter the “Project.”

The purpose of this Request for Qualifications (RFQ) is to evaluate and select an artist, artist team(s), or multiple artists, to propose on the design and commission of original work(s) of art. The art will be located inside the campus, located at 1920 Lee Boulevard, North Mankato, Minnesota 56003.

Description of the Art Opportunity

The Art Committee desires timeless, original work(s) of art to compliment the newly renovated STEM and Healthcare Renovation project. Indoor, two-dimensional artwork painting, or sculpture installations are planned at **three (3)** locations on campus:

- Student engagement area 1, available wall space of 60 inches x 60 inches
- Student engagement area 2, available wall space of 60 inches x 60 inches
- Corridor wall space, available wall space of 60 inches x 60 inches

Thematic ideas may include a reflection of our *diverse community, student success, SCC missions and values, innovation, partnerships, curricular pathways and sustainability*. Elements may include common items from the various departments (Agriculture, STEM, Manufacturing, and Health Sciences) adjacent to the newly renovated spaces.

Student Engagement Area 1



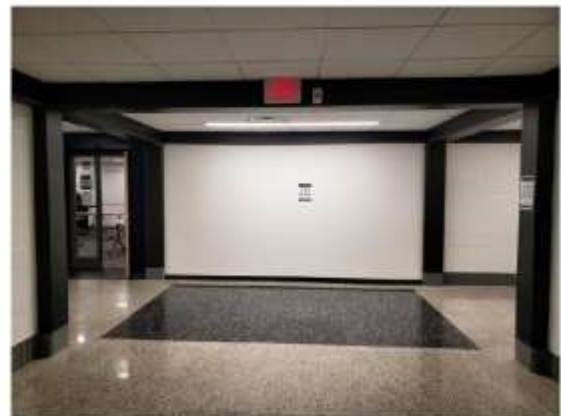
Corridor Location



Student Engagement Area 2



Corridor Location Close Up



Goals of the Artwork

The artwork should be site specific and informed by the character of the adjacent, renovated spaces. The artwork should add to a safe and inclusive environment. The artwork will serve as a recognizable beacon and encourage student interactions.

The project renovated 34,000 square feet of existing space for laboratory, classroom and office space, and renewed 11,350 square feet of circulation and support space. The objectives of the renovation were to create student and faculty environments which simulate real life technical experiences or modern university labs and classrooms, and to prepare students to enter the workforce or transfer to a university with the skills they need to be successful. To achieve these objectives, existing 1960's interior space was completely transformed into a modern, sustainable, and collaborative environment. It is important to the campus to achieve the completion date in the Art Schedule in time for graduation on May 12, 2021.

The artwork should support SCC's mission of providing an accessible and inclusive learning environment that cultivated student success and advances regional economic development.

SCC values:

- **Learning** - Recognizes the effects of lifelong intellectual, professional, and personal learning.
- **Integrity** - Honors diversity, equity, and Inclusion by recognizing every person's worth and potential.
- **Equity** - Operates with ethics and transparency in all interactions.
- **Communication** - Practices relevant, respectful, timely, and effective communication.
- **Collaboration** - Values collaboration and believes that teamwork promotes unity and shared purpose.
- **Innovation** - Embraces continuous improvement and opportunities.

Art Project Budget and Artist Compensation

The Owner intends to select one or more artists for the project depending on the approved preliminary designs. Current funding provides for the art design and installation with a total budget of \$51,000. Final compensation will be negotiated with the selected artist(s).

The total art budget includes the preliminary design stipend, all materials and supplies, costs for production or fabrication, travel and lodging, documentation and record keeping, insurance, and other miscellaneous expenses.

Proposed Art Schedule

| Milestone | Date |
|--|------------------|
| Artwork Design approval, no later than | February 1, 2021 |
| Fabrication | Feb – March 2021 |
| Art installation complete by | April 30, 2021 |

It is important to the campus to achieve the completion date in the above Art Schedule in time for graduation on May 12, 2021. Responders to this RFQ must be able to execute the project within the timeline shown.

Eligibility

Members of the SCC Art Committee are ineligible. This solicitation is open to artists or artist-led collaborations. South Central College students, faculty, and alumni are encouraged to respond to the RFQ.

Selection Process

The Art Committee will evaluate responses to the RFQ according to the criteria in Section III. Submission Materials and Evaluation. Members of the Art Committee include Roxy Traxler, Dr. Marsha Danielson, Jayne Dinse, Kelly Karstad, Elaine Hardwick and others as deemed necessary, of South Central College.

The artist(s) whose qualifications best fulfill the purpose of this RFQ, in the sole opinion of the Art Committee, **will receive a Request for Proposal (RFP) for a Preliminary Design.**

Selection and Implementation Timeline

| EVENT | DAY | DATE | TIME |
|--|--------------------------|-------------------------|----------------|
| RFQ advertisement | Wednesday | September 23, 2020 | - |
| Voluntary Information Meeting via zoom | Tuesday | October 13, 2020 | 11:00 AM |
| RFQ Questions due | Tuesday | October 20, 2020 | 2:00 PM |
| RFQ Addendum posted | Tuesday | October 27, 2020 | - |
| RFQ Response DUE | Tuesday | November 3, 2020 | 2:00 PM |
| Notify Artists to receive RFP for Preliminary Design | Monday | November 16, 2020 | - |
| Preliminary Design Proposals Due as requested | Monday | November 30, 2020 | 2:00 PM |
| Artist interviews via Zoom | Week of December 7, 2020 | | |
| Planned selection | Friday | December 11, 2020 | - |
| Planned contract execution | Friday | December 18, 2020 | - |

If the Owner and the artist are unable to negotiate and sign a contract by **December 18, 2020**, the Owner reserves the right to seek an alternative artist. It is expected that the art design process will begin immediately after contract award.

Informational Project Meeting

SCC will hold a voluntary informational meeting on **Tuesday, October 13, 2020**, at **11:00 AM via Zoom** to give artists an opportunity to ask questions about the project, contract, and process. Meeting information is as follows:

Join Zoom Meeting

<https://minnstate.zoom.us/j/92939349777>

Meeting ID: 929 3934 9777

Passcode: 856724

One tap mobile

+13017158592,,92939349777# US (Germantown) 13126266799,,92939349777# US

+(Chicago)

Questions Regarding This Project

SCC's agent for purposes of responding to inquiries about the RFQ is:

Name: Kari Van Thuyne

Title: Administrative Assistant

E-mail address: kari.vanthuyne@southcentral.edu

Other persons are not authorized to discuss RFQ requirements before the submission deadline and SCC shall not be bound by and responders may not rely on information regarding RFQ requirements obtained from non-authorized persons. Questions must include the name of the questioner and e-mail address. Anonymous inquiries will not be answered. If appropriate, a change responding to questions or clarifications may be issued by SCC in the form of addenda to the RFQ. All addenda will be posted at <http://www.minnstate.edu/vendors/index.html>. It is the artist's responsibility to check the website for any addenda.

Contract

The Artist scope of services will be based upon the attached **Art.20 Public Art Design & Commissioning Contract**. A copy of the contract is available at https://www.minnstate.edu/system/finance/facilities/design-construction/pm_emanual/index.html under part 4. Selection and Contract, Public Art (Art). The successful artist will be required to enter into this contract. Questions or requests for clarification must be submitted by the RFQ question submittal due date.

Parties to the Contract

Parties to this contract will be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of South Central College and the successful artist or artist led team.

SECTION II. VENDOR REQUIREMENTS

Artist Responsibilities

The Art Committee may invite three or four artists to provide a Preliminary Design Proposal. If requested to provide a Preliminary Design Proposal, the stipend is **\$800** per artist or per team. The design proposal will be presented to the Art Committee virtually via Zoom.

Preliminary Design Proposal

The Preliminary Design Proposal will consist of the following:

- Drawing or model to convey a meaning representation of the design concept.
- Estimated Timeline and Budget – Exhibit A. A detailed account of the schedule for the work as well as an estimated summary of all the anticipated expenses. The Timeline and Budget – Exhibit A is attached. Additional information will be provided to the artist in the Request for Proposal.

Final selection of the artist(s) will be made after presentations of the Preliminary Design Proposals to the Art Committee for SCC.

After Contract Award

1. Design Development – The Artist shall finalize the preliminary design proposal in cooperation with the Art Committee. The Artist shall take direction from the Art Committee as necessary and modify the design to meet to the project budget. The artist shall submit an updated Timeline and Budget – Exhibit A to the design presentation. The design must be presented to the Owner at a formal meeting of the Art Committee at SCC.
2. Commission of the Work – Once the design has been approved by the Art Committee, the Owner will inform the Artist and production may begin on the commissioned work.
3. Provide documentation of the work in progress.
4. Coordinate major elements of design and/or construction with the campus' schedules and activities to minimize disruptions.
5. Attend a pre-installation conference and a minimum of **2** site visits during installation of the work.
6. Provide for the design and fabrication of the public notice plaque in an area appropriate for identification. The Owner will arrange for installation.
7. Provide a final updated Timeline and Budget – Exhibit A showing actual costs.

At the option of the artist, attend a grand opening event or dedication ceremony.

Process, Documentation and Records

The artist is required to use the Owner's web-based enterprise project management system (EPMS), called e-Builder. This software includes real time Internet visibility of the Project status, coordination, reporting, and a central location for all Project information. The functionality of this software may include, but is not limited to the processing of:

- contracts and contract modifications,
- design documents,
- invoices and other financial correspondence.
- Other art related information

Minnesota State will provide and manage a log-in license for the vendor's designated Project representative(s) at no cost to the vendor. Minnesota State will provide initial software training to the vendor's designated Project representative(s) at no cost to the vendor. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of this software by the vendor.

The artist will provide a final accession report after installation that will include:

- A written technical description and photos of the Work and any maintenance instructions or recommendations.
- The completed Timeline and Budget final report form.
- A full written narrative description of the Work.
- An updated resume of the Artist.

SECTION III. SUBMISSION MATERIALS AND EVALUATION

Artists whose qualifications, in the Art Committee's sole opinion, that best fulfill the purposes of this RFQ, **will receive a Request for Proposal (RFP)**. The artist whose vision for the art opportunity, timeline and budget, and preliminary design that best fulfill the purpose of the RFP, will be awarded the commission.

The criteria described below will be used to evaluate artists' qualifications. The Art Committee may request additional information or clarification. In general, submittals will be evaluated for completeness, detail, and thoughtfulness. Qualifications that are difficult to follow may be rejected.

PASS /FAIL REQUIREMENTS

The Respondent shall:

- 1) Submit a complete response by the due date and time.

COVER LETTER– 20 points

Provide cover letter to demonstrate interest in the subject and availability, maximum two pages. Briefly describe your approach to creating the work. Factors favorable to the artist are:

- Keen interest in the work and availability
- Clear acknowledgement of the required responsibilities
- Creative approach to the project
- Understanding of theme and architectural influences

RESUME – 30 points

Provide a brief resume, maximum of three pages. Factors favorable to the artist are:

- Breadth of education and life experience that would contribute to the overall stability of the artist
- Clear artist statement
- Clear statement of commitment to the project and artist's availability
- History of completed commissioned works, timely execution of work

IMAGES – 50 points

Provide a minimum of 3 but no more than 7 images of past work. Clearly identify each image. Each image is to be a single work of art. Include a description of the submitted work including medium, dimensions, title, date, estimated value or sale.

Factors favorable to the artist are:

- Participation in public art projects
- Overall quality of the artist's work
- Works of similar theme and subject matter
- Appropriateness of past work to Minnesota State needs

Unique Qualifications – 10 points

Affiliation to South Central College to include, but not limited to alumni, current or former students, faculty and staff will be awarded additional points.

PREFERENCES – 6 points (extra)

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.), economically disadvantaged (E.D.), and Veteran Owned small businesses will receive a six percent (6%) preference. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. **Only eligible, verified, small businesses currently listed in the Directory of Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendors will be eligible for this preference.**

This directory is located at <http://www.mmd.admin.state.mn.us/mn02001.htm>. Attach a copy of your firm's letter indicating certification by the Office of Equity in Procurement, if applicable. Responders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at <https://mn.gov/admin/business/vendor-info/oep/sbcp/>, or call the division's help line at (651) 296-2402

SECTION IV. ADDITIONAL REQUIREMENTS

RFQ Response

Rights Reserved

Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities, or South Central College reserves the right to:

1. Cancel the Request for Qualifications at any time with no cost or penalty to the State.
2. Reject any and all responses received in response to this RFQ;
3. Disqualify any Responder whose submittal fails to conform to the requirements of the RFQ;
4. Duplicate all materials submitted for purposes of RFQ evaluation, and duplicate all public information in response to data requests regarding the RFQ and RFP;
5. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
6. Negotiate as to any aspect of the Proposal with the selected Responder;
7. Extend the contract, not to exceed a total contract term of five (5) years;
8. Change any provisions in this RFQ by posting Addenda on Minnesota State website; and
9. Waive any non-material deviations from the requirements and procedures of this RFQ or RFP and waive informalities contained in the RFQ or RFP.

All costs incurred in responding to this RFQ will be borne by the artist. This RFQ does not obligate the Owner to award a contract or complete the project.

Contract

Insurance Requirements

By submission of a proposal, Responder certifies that it is in compliance with all insurance requirements specified in the proposed sample contract, see Article 20. The selected vendor will be required to maintain and furnish satisfactory evidence of insurance for the duration of the contract.

Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or

local child support enforcement authorities in the enforcement of state and federal child support laws.

State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to Minnesota State and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

Minnesota State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflict of Interest

The CONSULTANT must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational

conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or the System Office's Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the rights of Minnesota State.

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information. The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State and South Central College.

The vendor shall recognize the sole and exclusive right of Minnesota State to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract. The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State, and South Central College from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

SECTION V. RFQ RESPONSE

Submission

By submitting a response to the RFQ for this project, the artist commits to the schedule and to dedicating the time for the duration of the artwork.

Qualifications must be received via email by roxy.traxler@southcentral.edu and kari.vanthuyne@southcentral.edu no later than **2:00 p.m. CT on Tuesday, March 31, 2021**. The response may not exceed 150MB. Limit the response to 1 (one) email, when possible.

Each submittal will receive an email confirmation of receipt within 24 hours of submission.

Artists are encouraged to submit materials in advance to allow for issues with technology to be resolved prior to the due date and time. Please contact kari.vanthuyne@southcentral.edu if you experience difficulty submitting qualifications.

Submittals received after the due date and time will not be acknowledged.

Format

The written format shall be a minimum of 3 but no more than 10 pages, not including Attachments. Digital images should be separate from the electronic written material. The entire email file inclusive of all attachments shall not exceed 150MB. Be sure to include:

- Cover letter, no more than 2 pages
- Resume, no more than 3 pages
- Images – 3 to 7
- Attachments, if applicable

Thank you!



MINNESOTA STATE

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To request an alternate format, contact Human Resources at 651-201-1664.

Individuals with hearing or speech disabilities may contact us via their preferred
Telecommunications Relay Service.

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