

CITY OF MADISON

REQUEST FOR QUALIFICATIONS



RFQU #: 14068-0-2025-BP

Title: Public Art - State Street Campus Garage

City Agency: Planning

Due Date: September 25, 2025
2:00 PM Central Time

Our Madison – Inclusive, Innovative, & Thriving

1 OPPORTUNITY AND WELCOME

Thank you for your interest in bidding on a City of Madison contract opportunity. The City's [mission](#) is to provide the highest quality service for the common good of our residents and visitors.

The City of Madison Planning is seeking applications from qualified artists for Public Art - State Street Campus Garage.

Thank you for considering this opportunity to work with the City and further our mission!

2 IMPORTANT INFORMATION

DEADLINE FOR QUALIFICATIONS: September 25, 2025 at 2:00 PM Central Time.

The City will not accept late Qualifications. Any changes to the deadlines will be posted as an addendum on the bid distribution websites listed below. See [Section 3.1](#) for instructions for using these websites.

RFQu NAME: Public Art - State Street Campus Garage	
DEADLINE FOR QUESTIONS:	The deadline for questions is September 8, 2025 at 2:00 PM Central Time. Questions and/or inquiries must be submitted by email.
CITY'S ANSWERS POSTED BY:	The City's answers to your questions will be posted as an addendum by September 12, 2025. You must check the bid distribution websites for any addendums.
DUE DATE FOR QUALIFICATIONS:	September 25, 2025 2:00 PM Central Time
BID DISTRIBUTION WEBSITES:	https://vendornet.wi.gov/Bids.aspx https://www.demandstar.com/
CONTACT INFORMATION:	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 Phone: (608) 267-4969 Email: bpittelli@cityofmadison.com

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Sample Contract

Form F: References

3 HOW TO FIND RFQU DOCUMENTS AND CONTACT THE CITY OF MADISON

3.1 Official Bid Distribution Websites – IMPORTANT

The City of Madison posts all Requests for Qualifications (RFQUs), addendums, updates, awards, and announcements on three websites: VendorNet, DemandStar, and CODA Worx. All sites are free to register for City of Madison bids.

These two websites are the only places to get the official RFQU and updates to the RFQU.

Updates and addendums will only be posted on these websites. It is your responsibility to check the websites for updates and “addendums.” An addendum is a document that answers questions from bidders. It could make important changes to the RFQU. **If the addendum requires a response, and you fail to respond to it, you could be disqualified.**

State of Wisconsin VendorNet System	State of Wisconsin and local government bid network. Registration is free. Search for City of Madison in the Agency search field.
VendorNet link	https://vendornet.wi.gov/Bids.aspx
DemandStar by Onvia	National bid network. Free subscription is available. Sign up for the free “Basic Plan” and select Wisconsin Association for Public Procurement (WAPP) as the agency to access City of Madison RFQUs.
DemandStar link	https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/
Register on DemandStar	www.demandstar.com/app/registration
CODA Worx	https://codaworx.com/

3.2 Contact Information

City of Madison Purchasing Contact (Buyer)	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 PH: (608) 267-4969 bpittelli@cityofmadison.com
Questions about Affirmative Action Plans	Contract Compliance, Department of Civil Rights 210 Martin Luther King, Jr. Blvd. Room 523 City-County Building Madison, WI 53703 PH: (608) 266-4910 dcrc@cityofmadison.com
Email note	Some email to the City gets lost in “spam.” If you send the City an email and you do not hear back within 3 days, please call the Buyer at (608) 267-4969.

4 OUR PURCHASING VALUES

4.1 Local Preference Purchasing Policy

The City of Madison gives preference to local vendors and suppliers. You must be registered with the City as a local vendor by the RFQU due date to get preference points. Learn more and register at the City of Madison website: www.cityofmadison.com/finance/purchasing/local-businesses/register-business/

If you are a local vendor, be sure to complete the Local Vendor section on Form C.

4.2 Equity in Contracting

The mission of the City of Madison is to provide the highest quality service for the common good of our residents and visitors. The City's [values](#) include

- Equity - fairness, justice and equal outcomes for all, and
- Shared prosperity - where all are able to achieve economic success and social mobility.

It is our goal to spend money equitably among businesses owned by women, people of color, and small businesses. Our contractors should reflect shared dedication to equity in their work and employment practices, and we invite you to become part of this mission!

4.3 Equitable Hiring & Affirmative Action Plan

Affirmative Action Plan The City of Madison values diversity in hiring and contracting. We expect our contractors to do the same. Contractors with 15 or more employees and more than \$50,000 in annual contracts with the City (each calendar year) must submit an **Affirmative Action Plan**.

Information about the Affirmative Action Plan and how to comply is found here: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Or call the Affirmative Action Division at (608) 266-4910.

See **Section 13. B. of the Sample Contract** for Affirmative Action Plan requirements.

Job Openings in Dane County You must notify the City of openings for jobs in Dane County, Wisconsin if you have 15 or more employees. You must agree to interview candidates that we refer to you through our Referrals and Interviews for Sustainable Employment (RaISE) program. Information is here: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The job posting requirement is found in **Section 13 A. of the Sample Contract**.

4.4 Limitations on Nuclear Weapons Producers

It is the City's policy not to make purchases from companies that produce nuclear weapons, or their subsidiaries. See [Common Council Resolution 79719](#) for more information.

4.5 Sweatfree Purchasing

It is the City's policy not to purchase apparel (clothes made from textiles, shoes, footwear) from vendors who source their materials from sweatshops, where labor practices are inconsistent with international standards of human rights. See Madison General Ordinances Section 4.25 (https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH1--10_CH4FI_4.25PRITAP) for more information.

5 SCOPE OF WORK AND REQUIRED INFORMATION

5.1 Call to Artists

The Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee and the Madison Arts Commission are accepting applications from artists, artist teams, and arts companies to provide a site-specific artwork as part of the *State Street Campus Garage Mixed Use Project & Hawthorne Court Road Reconstruction*.

5.2 Project Overview

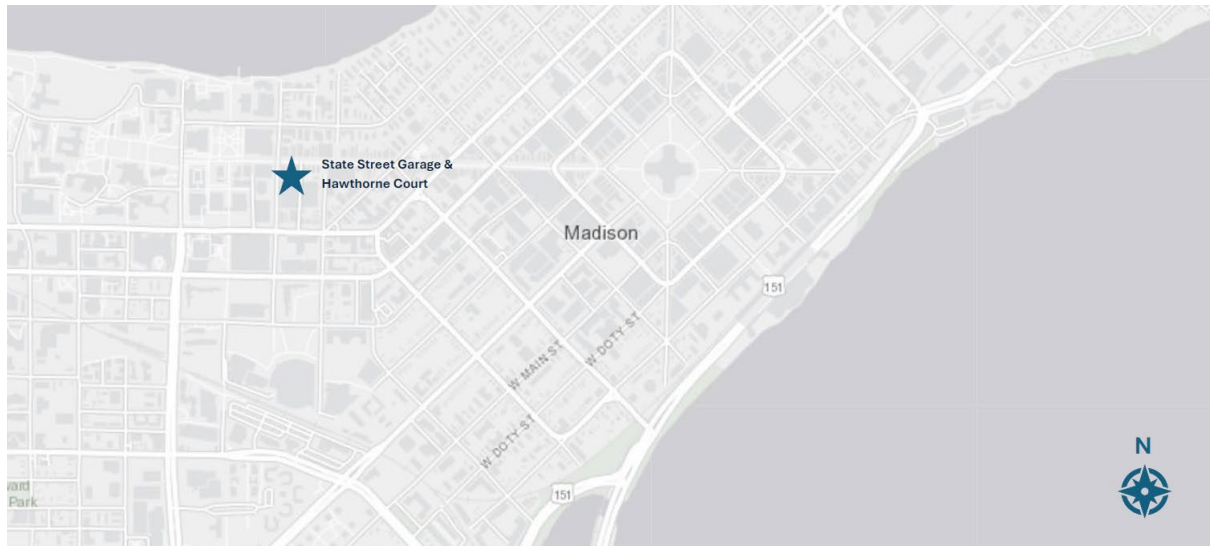
The City of Madison requires 1% of the City contribution for eligible capital projects to be used for public art. The City of Madison is redeveloping the State Street Campus Garage at 415 N. Lake Street. The redevelopment is a mixed-use project containing an intercity bus terminal, public parking, and private student housing. The project includes updating the bridges connecting to the adjacent Frances Street Garage. The City will also reconstruct the roadway in Hawthorne Court between these two garages from University Avenue to State Street. This RFQ focuses on the public spaces within the facility: the bus terminal, parking garage, and section of Hawthorne Court between the two garages.

The site is in the heart of downtown Madison and serves as a major transportation hub for residents and tourists visiting the State Street pedestrian corridor, the University of Wisconsin-Madison, the State Capitol, the Kohl Center, and more. This project provides an opportunity for a site-specific public artwork that creates a vibrant and welcoming environment, affirms the cultural significance of the area, and celebrates what makes Madison unique.

The selected artist, artist team, or arts company will work with the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee, Madison Arts Commission, various City departments, and stakeholders to develop the project (see section 2.4). The Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee will recommend one or multiple artists, artist teams, or arts companies to the Madison Arts Commission based on the application criteria below. Madison's Common Council must approve the final project before fabrication.

5.3 Project Context

The State Street Campus Garage is in downtown Madison between University Avenue and State Street. The region is on an isthmus between two scenic lakes with the State Capitol at the highest point. The area offers museums, libraries, cultural institutions, shopping, dining and sporting events. The site is within the [Campus Area Neighborhood](#) and across from UW-Madison. The garage primarily serves residents and tourists visiting campus and State Street, a 1-mile long pedestrian throughfare.



Google maps image showing location of the State Street Garage on the isthmus.

The redevelopment is a public-private partnership with a public intercity bus terminal and parking garage, and private student housing above. The site is between a US Post Office to the north, Hawthorne Court to the east, a mixed-use development to the south, and The Chazen Museum across N Lake Street to the west. Across Hawthorne Court is the Frances Street Garage, which will be connected to the State Street Garage by two sets of two bridges. Hawthorne Court has historically served traffic from residents, workers, and delivery drivers accessing nearby buildings, as well as pedestrians moving between University Ave and State Street. After completion, the site is intended to be more pedestrian friendly, with the only vehicular traffic being intercity buses and limited residents accessing adjacent buildings.



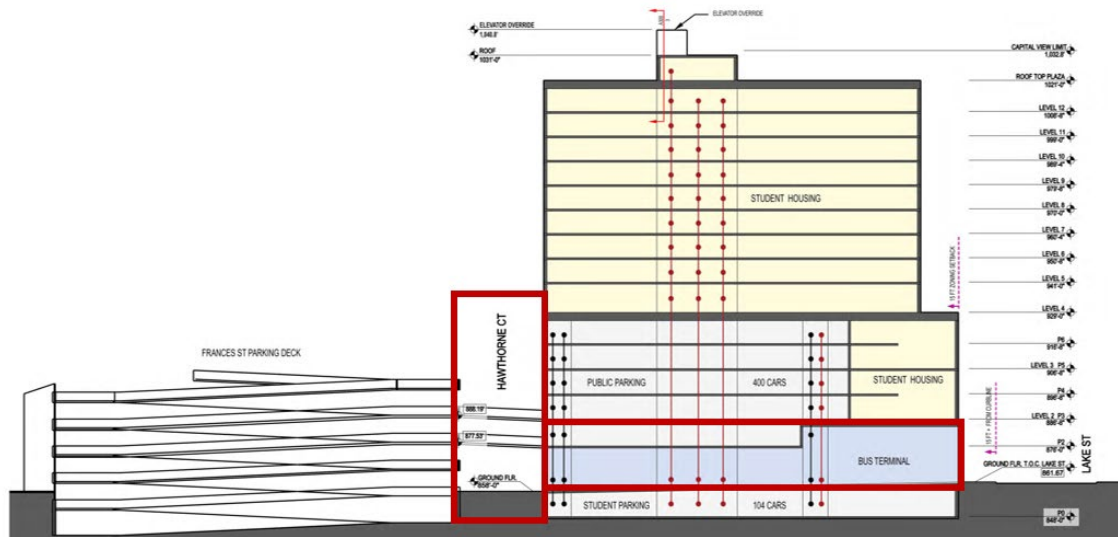
Google maps image showing location of State Street Campus Garage and portion of Hawthorne Court for public art project

5.4 Stakeholders

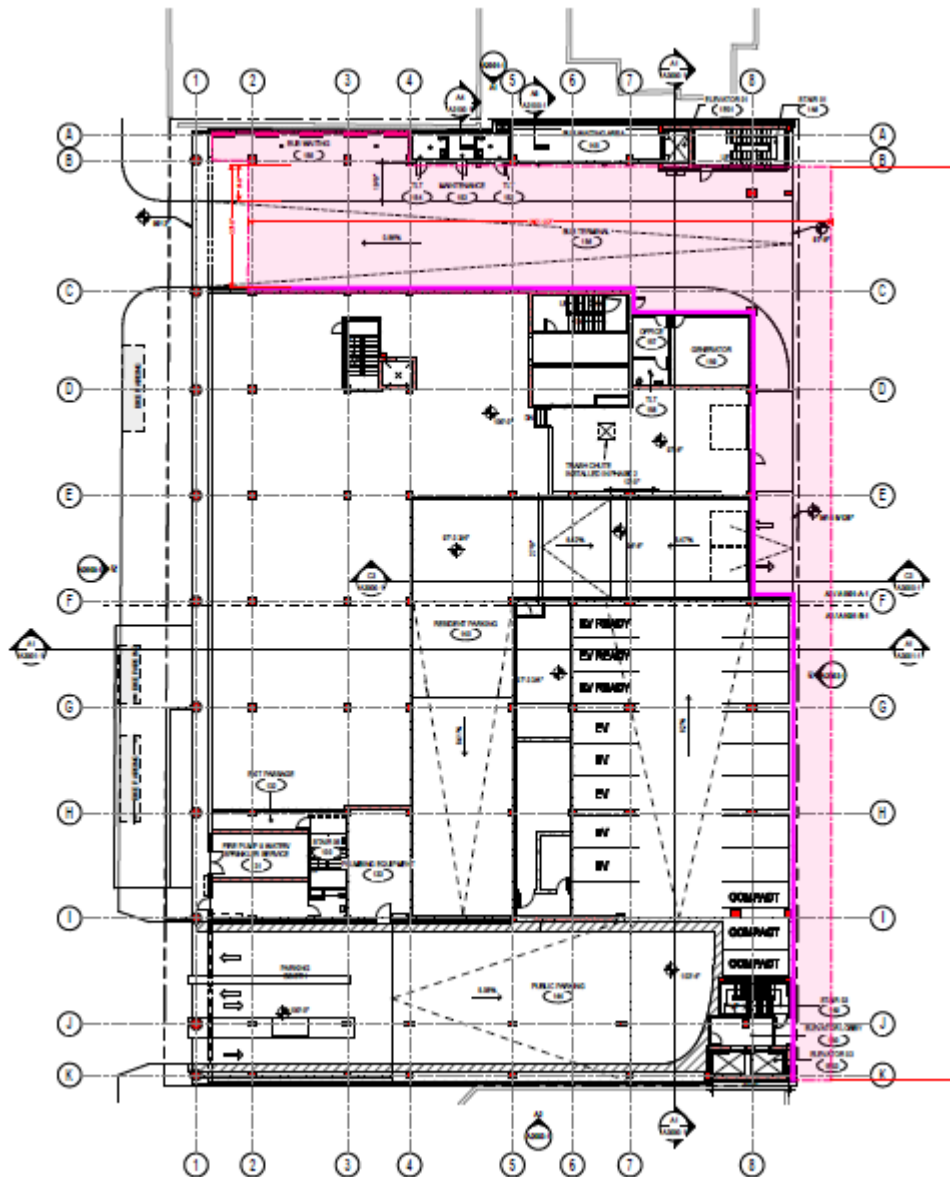
The selected artist, artist team, or arts company will work with stakeholders including: Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee, Madison Arts Commission, Engineering Division, Parking Division, Traffic Engineering Division, Planning Division, Transportation Commission, Urban Design Commission, Campus Area Neighborhood Association, other unaffiliated residents, Downtown Madison Inc, the District 2 and 8 Alders, and various other City departments and community stakeholders. The Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee will be responsible for adjudicating the call and proposing recommendations based on the criteria below to the Madison Arts Commission. The Madison Arts Commission will vote and advance a recommendation to Madison's Common Council, who will need to approve the final design before fabrication.

5.5 Specific Project Location: (Red areas indicate potential project locations)

The sites chosen for public art are on the east side of the garage structure along Hawthorne Court and inside the ground floor bus terminal. Together these spaces form a continuous canvas in the shape of an L. The final project may engage some or all the surfaces identified within these areas (see 5.6).



Potential public art locations identified in red.



Floor plan of Hawthorne court and bus terminal. Public art location identified in pink

Hawthorne Court was identified as most in need of public art intervention. It has high foot traffic, public facing, and needs to become a more welcoming space for pedestrians and visitors on intercity buses. Many residents and visitors walk through Hawthorne Court between State Street and University Ave. The intercity bus terminal will also be heavily trafficked and would ideally be connected to the Court through a cohesive design proposal. Possible surfaces to engage listed below. See 5.6 for material limits & specifications.

1. Hawthorne Court
 1. Parking structure wall
 2. Two sets of two bridges spanning garages
 3. Railing systems
 4. Lighting
 5. Sidewalk
2. Bus Terminal

1. Wall opposite the waiting area
2. Exterior benches and adjacent wall
3. Lighting

It is the preference of the Madison Arts Commission that artwork be designed so it can be removed if needed for maintenance or relocation without damage to the piece or the building. As such, painting or application of materials directly to the building walls is prohibited, and a substrate should be used.



Photo of construction site - November 26, 2024



Photo of Hawthorne Court side of State Street Garage facing University Avenue - April 2, 2025

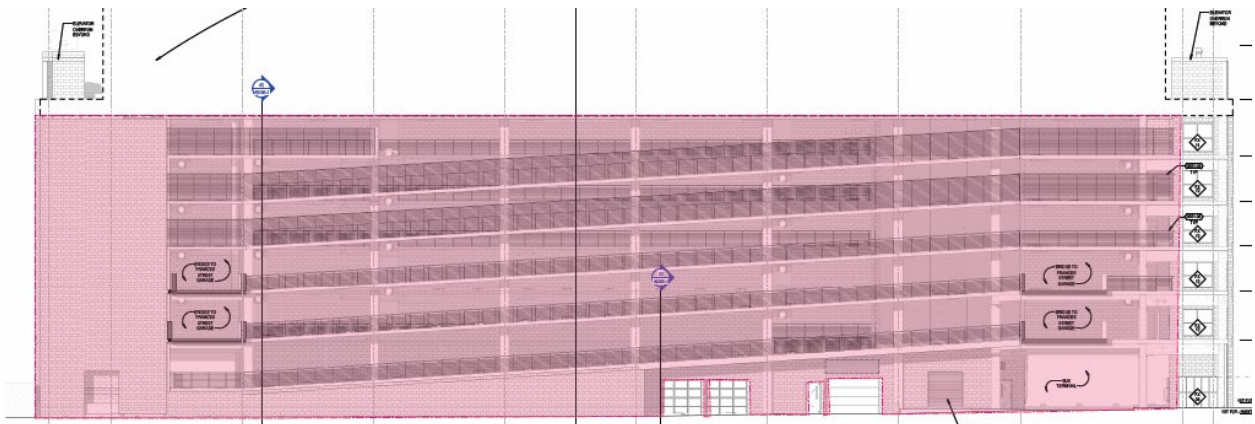


Photo of Hawthorne Court side of State Street Garage as seen from Frances Street Garage facing State Street - April 2, 2025

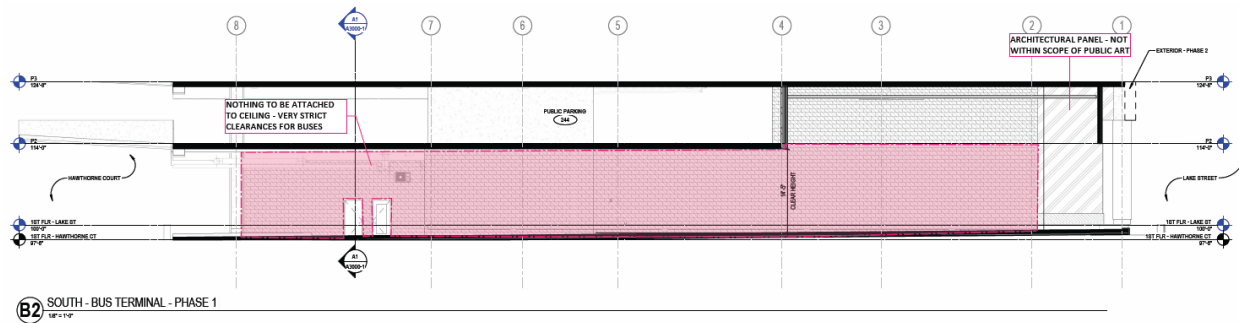


Photo from inside State Street Garage facing Frances Street Garage and State Street - April 2, 2025

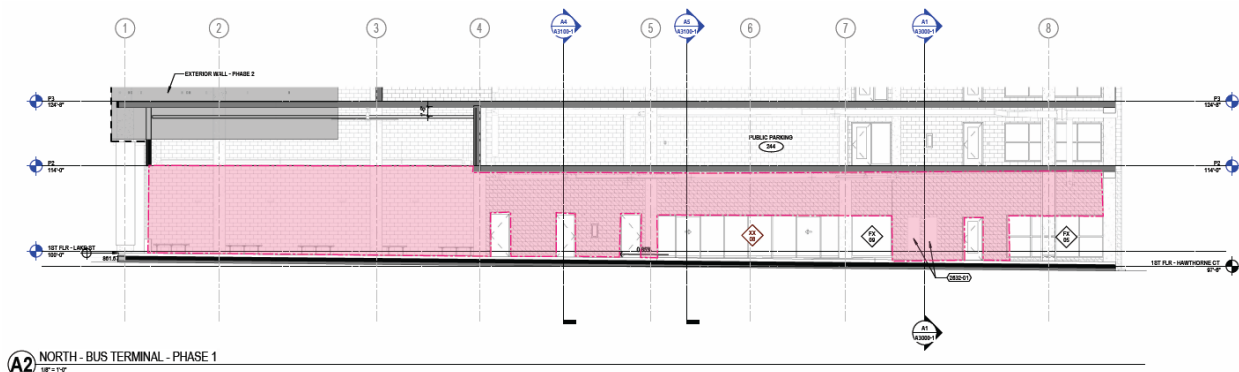
5.6 Potential Materials and Amenities



East Elevation of State Street Campus Garage facing Hawthorne Court. Public art location identified in red.



Elevation of South Bus Terminal Wall. Public art location identified in red.



Elevation of North Bus Terminal Wall. Public art location identified in red.

Existing amenities and materials include:

1. Shape: The court connects to the bus terminal forming an L, creating a continuous canvas.
2. Walls: large expanses of burnished cement block wall uninterrupted by any architectural detail.
3. Railings: Cable railings run the length of the garage. Airflow and some visibility need to be maintained. Anything proposed to attach to the railings needs to integrate with the existing railing and be reviewed by a structural engineer.
4. Bridges: Two sets of two bridges will cross the expanse of Hawthorne court from the State Street Campus Garage to Frances Street Garage. They will have low concrete walls which will be visible from University Ave and State Street. One bridge abuts a snow shoot, which should either be avoided or the art must be able sustain exposure to heavy snowfall brushing up against it.
5. Lighting: Existing light fixture details can be provided, and locations can be adjusted. The number of existing light fixtures can be increased. Changes to existing fixture location and quantity shall be consulted with City Traffic Engineering & Parking for approval. Natural light shines into the court, which runs north – south. Any proposed lighting must provide adequate lighting for all Hawthorne Ct users and follow [Madison General Ordinance 29.36](#).
6. Seating: There is a line of exterior benches proposed for the bus terminal. These benches have not yet been sourced and could be artist-designed as part of this project.
7. Electricity: There are multiple access points and the ability to pull power from the existing system.
8. Roadway: Hawthorne Court may be actively in use by intercity buses during installation. Please be advised this may need to coordinate with live traffic conditions. City staff will provide guidance and direction once installation dates are determined.

5.7 Conceptual & Material Requirements

The Madison Arts Commission and the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee are interested in a vibrant artwork that uses, incorporates, or plays with light. The work could be self-illuminated or use natural or existing lighting conditions. It should engage viewers close-up and

from a distance. The work must add beauty and visual interest to the site, making it more welcoming for pedestrians while encouraging them to move through the street and not block terminal access.

The artwork must conform to all public safety, building code, and zoning regulations. Artists should allocate some of the budget to cover the costs of structural drawings stamped by a licensed structural engineer, and/or review by an electrical engineer. The artist must warrant that the artwork will not pose a danger to public health or safety through its use or misuse, if such use or misuse is reasonably foreseeable at the time the agreement is signed.

The artwork must utilize materials that are permanent, durable, vandal-resistant and require minimal maintenance. The final work must be accompanied by a maintenance manual that addresses issues of vandalism and maintenance to the City's satisfaction. The artist will be required to guarantee, maintain, and remedy, at their own cost, any defects or faults in workmanship or materials that appear within a period of ten (10) years from the date of final acceptance of the artwork by the City. If the artwork involves electronic, digital, video, mechanical, living, variable, moving or other dynamic components, it must function in accordance with artist's design without costs beyond the budget or any staff assistance. The artwork must withstand exposure to the elements. General wear and tear should cause only minor repairable damage and not cause the artwork to fall below an acceptable standard of public display. General wear and tear should be accounted for in the maintenance plan. The Artist must also provide copies of warranties for any products incorporated into the artwork that are covered by a manufacturer's warranty.

5.8 Eligibility Criteria

This call is open to all artists, artist teams, or arts companies who have not previously been selected for a City of Madison Percent for Art Project. Please contact City Purchasing if you are unsure of your eligibility. Applicants should have experience successfully completing a major outdoor public artwork with a similar budget. They should have the vision and skills required to complete the commission to the highest standards of artistic and technical expertise.

5.9 Budget and Honorarium Design Fee

Honorarium for Design Fee

Up to 3 artists will be selected as Finalists to submit site specific Applications for Phase II. Finalists are eligible for a **\$2,000 honorarium** to cover all costs associated with design, presentation, travel, community engagement, mandatory meetings, and promotion upon completion. The honorarium will be paid in 2 payments: \$1,000 upon receipt of an invoice following announcement as finalist; \$1,000 upon receipt of an invoice after the design proposal is received and required presentations and community engagement is complete.

Art Commission Budget for Site Specific Work

The total budget for this project is **\$320,000**. This must cover all costs associated with the design, fabrication and installation of the proposed artwork including but not limited to design changes as requested by Commissioners or staff, presentation, community engagement, artist fees, insurance, engineering and safety review, travel, materials, tools, labor, transport, installation, contingencies and all other costs required for completion of the artwork.

5.10 Anticipated Project Schedule

August 22, 2025	Phase I Request for Qualifications (RFQ) opens
September 8, 2025	Due date for questions about RFQ
September 25, 2025	Phase I RFQ Applications Due at 2:00 PM CDT

September – October, 2025	Finalists selected and notified of their invitation to continue to Phase II Site Specific Design Applications
November 14 or 21, 2025	Required finalist orientation and site visit
December 3, 2025	Due date for questions about site, design process, etc.
January 13, 2026	Phase II Site Specific Design Applications Due at 2:00 PM CDT
February 12, 2026	Virtual presentations to the Ad Hoc State Street Campus Garage/Hawthorne Court Committee
February 18, 2026	Award notification for winning design
February 18 – March 2, 2026	Design changes (if needed); Artist engineering & safety review (structural and/ or electrical engineering and other details necessary for approval)
April, 2026	Contract Negotiations
May – August 2026	Fabrication
September – October 2026	Installation, Reception, Artist Talk

5.11 Application Requirements

To be considered, applicants must prepare the following materials and submit them in this form. Prepare these materials in advance. The form cannot be saved. Use file title style shown in *italics*, replace *FirstName_LastName* with your name or name of team lead):

1. Statement of Interest: *A_Statement_FirstName_LastName.pdf*

In two pages or less, explain your interest in this project, past public art experience, design philosophy, and community engagement approach.

Specific Applications for the art feature are not requested and will not be reviewed during Phase I selection.

2. Current Curriculum Vite (CV) or Artist Resume(s) and Support Materials: *B_Resume_FirstName_LastName.pdf*

In two pages or less per artist, list educational history, specialized training and professional experience. You may include up to three pages of additional support material such as press clippings or other info on past projects.

3. Work Samples: *C_sample1_FirstName_LastName.jpg; C_sample2_FirstName_LastName.jpg; etc.*

Include 10 image samples representing previously completed projects that are relevant to this call. Images must be JPG format, 1920 pixels maximum on the longest side, 72 dpi, with compression settings resulting in the best image quality under 2MB file size

4. Image List for Work Samples *D_imagelist_FirstName_LastName.pdf*

Create a numerical list that matches the work sample image labels. For each image, provide the title, dimensions, materials, budget, year, location, commissioner, and a brief description.

5. Optional Artist Photo: *E_artistphoto_FirstName_LastName.pdf*

Include one image we may use to represent you to the media. This could be a picture of the artist(s) or a logo representing your practice.

5.12 City Purchasing Forms

1. Form F: References *F_references_FirstName_LastName.pdf*

Provide a list of 3 organizations and/or clients for whom the Applicant has commissioned work within the last 5 years. Include name, address, and phone number of contact person for each. Describe briefly the nature of the project and results. Please fill out Form F: References

5.13 Method of Submissions

Airtable

1. Prepare your attachments as described in section 5.11.
2. Submit your application by filing out and uploading materials [using the application form](#).
3. If you do not receive acknowledgement that your application has been received within 48 hours of submitting via Airtable, please email bpittelli@cityofmadison.com.

5.14 Rules and Guidelines

Issuance of this notice does not commit the City of Madison to award any contract, to pay any costs incurred in preparation of a response, or to procure or contract for services or supplies. The City reserves the right to waive any minor irregularities and informalities, to reject any and all Applications for sound business reasons, to terminate the selection process, to re-advertise and to make awards in the best interest of the Project.

5.15 Selection Process – Phase I

Please note that this is a general guide to the selection process. The City reserves the right to make modifications if necessary.

Phase I – Request for Qualifications (RFQ)

1. Any applicant who meets the eligibility criteria may respond to this RFQ.
2. The Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee will recommend 3 finalists to design site specific Applications based on qualifications and completed projects.
3. The Selection Panel for this project will be the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee who will make recommendations to the Madison Arts Commission. They will receive input from Planning, Engineering, Parking Division, Traffic Engineering, other City staff, Common Council Representatives, and stakeholders.

Phase I – RFQ Selection Criteria

The following Selection Criteria will be used to select finalists. The percentage of total score is listed in [x%] after each number below. Applications should:

1. Artistic Merit: Work samples show artistic excellence, originality, creativity, innovation, and conceptual and technical quality. [30%]
2. Experience: CV/resume and statements show relevant professional artistic experience including the ability to design, fabricate, and install a large-scale art project for a public facility. [25%]

3. Feasibility: Application demonstrates a record of timely completion of projects, the ability to meet deadlines and budgets, work cooperatively with designers, contractors, engineers and project managers. [20%]
4. Quality: Completed projects reflect enduring artistic quality and have operated long-term outdoors with minimal maintenance. [20%]
5. Local Vendor Preference: Please reference section 5.17. [5%]

5.16 Selection Process – Phase II

Please note that this is a general guide to the selection process. The City reserves the right to make modifications if necessary.

Phase II – Site Specific Design Applications

1. Finalists chosen from RFQ applicants will receive a \$2,000 honorarium for the design Applications described in item 5.9.
2. Finalists will be invited to a **mandatory** in-person orientation, site visit and community meeting with City Staff & stakeholders.
3. Finalists will be provided with a digital packet of floor plans, elevations, material specifications, and other items needed to guide the design process.
4. Any questions asked directly of staff before, during, and/or after the orientation are not considered official City responses. After the question due date, official responses will be emailed to finalists.
5. Finalists will be required to submit a full design proposal including:
 - a. Scaled renderings of the design on site
 - b. Narrative description of the project & relevance to the site and stakeholders
 - c. Proposed material list & fabrication process
 - d. Potential maintenance needs
 - e. Timeline for fabrication and installation
 - f. Opportunities for community involvement in production (if any)
 - g. Itemized budget totaling no more than \$320,000 and including all costs associated with the design, fabrication and installation of the proposed artwork including but not limited to design changes, presentation, community engagement, artist fees, insurance, engineering and safety review, travel, materials, tools, labor, transport, installation, and contingencies.
6. Design Applications will be publicly displayed & shared via a community survey.
7. The Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee will provide a recommendation to be voted on by the Madison Arts Commission.
8. The winning Finalist may need to make design modifications based on the recommendation of the Madison Arts Commission and/or staff feedback on feasibility. After design changes are completed and considered satisfactory by the staff, the artist must submit their best and final proposal with final designs stamped by a licensed structural engineer and/or electrical engineer, and a final estimated budget. All work associated with developing the best and final proposal is at the cost of the Artist and should be budgeted for in their proposal.
9. Final designs must be approved by the City of Madison Common Council before fabrication.

10. After Common Council approval, the winning Finalist will execute a contract.

Phase II – RFQ Selection Criteria

The following Selection Criteria will be used to review site-specific design applications to select the final artist whose proposal:

1. Artistic Merit: The design is original, creative, innovative, and shows a high degree of technical proficiency. [25%]
2. Content: The design uses light as a medium, affirms the character and context of the site, and contributes to making Downtown Madison a cultural destination; The proposal expresses how the content connects to the site users, stakeholders, and community at large. [20%]
3. Site Specificity: The design complements the building form; coherently integrates the design with architectural features; will be aesthetically pleasing in all four seasons; the materials and methods show consideration of Wisconsin's freeze/thaw conditions. [20%]
4. Feasibility: The proposal demonstrates that the artist can feasibly fabricate and install the design within the allowed budget and timeframe as detailed within the RFQ; the materials are durable, sustainable, and will minimize operational/maintenance costs and energy needs. [15%]
5. Budget: The proposal includes a clear and accurate budget that includes all required items to complete the project from design through fabrication and installation and has reasonable expectations of expenses. [15%]
6. Local Vendor Preference: Please reference section 5.17. [5%]

5.17 Local Vendor Preference

To be identified as a local business, the Applicant must have a physical address within Dane County and meet the criteria listed here: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>. Please note that the prime/lead contractor must be local to be considered local. If a subcontractor is local, and the prime/lead contractor is not, the points will not be awarded.

6 HOW TO SUBMIT YOUR QUALIFICATION

6.1 Qualification Checklist

Required Documents to Submit:		
Submission of application as described in sections 5.13 & 5.15		
Required Forms to Submit:		
Form F: References		
RFQU ADDENDUM Check the bid websites for any addendum. See Section 3.1 . <ul style="list-style-type: none"> You can use the area below to track addendums. An addendum might require you to submit additional documents. Make sure to read it carefully and send any additional documents. 		
Addendum # (if any)	Have you read it?	Have you submitted any documents required by the addendum?
Addendum # _____		
Addendum # _____		

6.2 Submit your Qualification by the Deadline

Submit your Application through Airtable by September 25, 2025 at 2:00 PM Central Time.

- Make sure your Application is complete (see [checklist](#) above) and readable.
- Do not send your Qualification to any other City email or agency
- If you cannot send your Qualification through Airtable, please reach out to Brian Pittelli, bpittelli@cityofmadison.com.

You must include RFQU 14068-0-2025-BP on your Qualification and all other communication to the City.
For email, include RFQU 14068-0-2025-BP in the subject line.

For example, an email subject line could read: RFQU 14068-0-2025-BP Public Art - State Street Campus Garage Questions.

6.3 Format

- **Electronic** – Qualifications are submitted electronically.
- **Legible and readable** – if not the City might reject it.
- **Simple** – not necessary to include elaborate/ high tech/ expensive graphics or similar features.
- **Complete** – your Qualification must include all required sections and forms. See [checklist](#).

6.4 Questions

You can ask questions about the RFQU until the **deadline for questions of September 8, 2025 at 2:00 PM Central Time**.

Email questions to Brian Pittelli at bpittelli@cityofmadison.com. Remember to include RFQU 14068-0-2025-BP in the subject line.

We post answers to bidder questions as an **addendum** on the bid websites. Check the websites regularly.

6.5 Addendum (Changes or Clarifications to this RFQU)

RFQU addendums make clarifications, answer bidder questions, make changes to RFQU timeline, and provide other important information. Addendums are posted on the bid websites listed in [Section 3.1](#).

IMPORTANT: It is your responsibility to check for addendums. An addendum might require you to submit additional information. Your Qualification could be disqualified if you do not:

- **Check the bid websites regularly during the posting period**
- **Read all addendum**
- **Follow the instructions in the addendum**

6.6 Multiple Qualifications

You may submit more than one Qualification if you are proposing more than one way to fulfill the scope requested by this RFQU. If so, each Qualification must meet the requirements of the RFQU. Clearly label each Qualification by number (Qualification #1, Qualification #2) and submit each separately.

6.7 Changing or Withdrawing your Qualification

You may make changes to your Qualification before the due date of September 25, 2025 at 2:00 PM Central Time. If you wish to make any changes, please submit it through Airtable. The most recent version of your application will override any older versions.

You may withdraw your Qualification before the due date. After the due date, no Qualifications may be withdrawn for 90 days or as otherwise provided by law.

6.8 Correcting Errors in your Qualification after the Due Date

The City will notify you if we believe you made an error in your Qualification and may allow you to correct the error. The City will decide if correcting the error is in the City's best interest, is fair to the other bidders, and preserves competition. The City will decide whether an error can be corrected and will notify you.

6.9 No Exceptions from Bidders

Exceptions to this RFQU are not permitted. The City of Madison reserves the right to reject bids that take exceptions or don't follow the requirements of this RFQU. If you ask to change the requirements, specifications, sample contract, or legal terms, that is considered an "exception." A statement that you will not or cannot comply with any part of this RFQU or the sample contract will also be considered an "exception." *(If this RFQU allows substitutions or alternate solutions, the Scope of Services ([Section 5](#)) will make this clear, and that is not considered an "exception.")*

6.10 Costs in Making an application

The first round of this RFQU will be at your own expense. The City will not pay any costs incurred in your preparation of bids, even if this RFQU is changed or cancelled. You may be asked to attend virtual or in-person meetings, make presentations, give demonstrations, inspect City locations, or make your facilities available for a site inspection.

The finalists will be given an honorarium as described in section 5.9.

6.11 Public Records and Trade Secrets

Your response to this RFQU is a public record. Wisconsin and other public records laws may require the City to share your Qualification or the resulting contract if someone makes a public records request. If a public records request is made, the City's Records Custodian applies the law to decide whether the record must be disclosed, or if any part of the record can be redacted or not disclosed. There are very few exceptions to disclosure under Wisconsin law. One exception is for "trade secrets" as defined by sec. 134.90(1)(c) of the Wisconsin Statutes. It is your responsibility to research trade secrets as defined by Wisconsin law if you think any part of your Qualification might be a "trade secret." The City cannot give private legal advice to you. Most things will NOT meet this exception.

You may label items you believe meet this definition as a "trade secret" and submit them separately from the rest of your Qualification, **but the City cannot guarantee that information will be treated as a trade secret or confidential.**

Things that are not considered confidential: your Qualification or bid in its entirety, price Qualification, pricing information, references, or the resulting contract. This is not a complete list.

Preserving competition: To the extent permitted by law, the City intends to withhold Qualifications under this RFQU from public view until competitive or bargaining reasons no longer require it, in the City's opinion. At that time, all Qualifications will be available for review in accordance with public records laws.

The City will not provide advance notice to bidders prior to releasing any requested public record.

7 RULES FOR THE SELECTION PROCESS

This RFQU does not commit the City to award a contract. The City can cancel this RFQU at any time. There is no guarantee that the City will award any contract as a result of this RFQU. While the City considers this procurement important to City operations, the circumstances could change.

The City might make a partial award. By submitting a Qualification, you are willing to accept an order for all or part of the items/services. Note in your Qualification if you do not agree to accept a partial award.

The City reserves the right to make changes to this RFQU. Any changes will be made with an Addendum. Changes could impact due dates or specifications or could require additional information from all bidders.

The City reserves the right to reject any Qualification. We can reject all or part of a Qualification without explaining the reason. Qualifications could be rejected if they are missing information (non-responsive) or fail to demonstrate that the bidder is responsible and capable of doing the work (not responsible.)

The City may negotiate with finalists or the selected vendor. One or more bidders may need to submit additional technical Qualifications, best and final price Qualifications, or other changes to their bids.

Federal or State Laws may apply to this RFQU (such as federal regulations or procurement policies that apply to grant funding). Those laws will apply over any conflicting procedure in this RFQU.

Responsible and Responsive Bidders You should read the Scope of Work ([Section 5](#)) carefully to determine your ability to perform and complete the work required. This contract will only be awarded to a bidder who is “responsible” and “responsive” and whose bid is most advantageous to the City, with price and other factors considered. This RFQU is designed to help the City select responsive and responsible bidders.

“Responsive” means that your Qualification responds to all parts of this RFQU – it is complete, not missing any information, and addresses all of the required work. Failure to provide all of the information requested in this RFQU could result in being considered “not responsive.”

A “Responsible” bidder has demonstrated the ability to perform successfully under the terms of the proposed contract. This includes having adequate financial resources or the ability to obtain them; can perform and deliver on time, delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills. A bidder that cannot demonstrate these things may be considered “not responsible.”

Contractors with past problems with the City The City reserves the right to refuse to accept any bid from any person, firm or corporation who

- owes the City money
- is in default to the City
- has been debarred through an official process such as through the Department of Civil Rights
- has had performance or other problems on past contracts with the City

Such bidders may be deemed “not responsible.”

8 LEGAL CONTRACT REQUIREMENTS

8.1 Sample Contract

You must review the Sample Contract attached to the end of this RFQU. This contract* will be used for the work resulting from this RFQU.

By submitting a Qualification, you are willing to enter into a contract with the terms found in the Sample Contract. Exceptions to the legal terms are not allowed and may result in your Qualification being rejected. The City does not negotiate legal terms prior to award.

**While the City strives to provide the most appropriate sample contracts, the City reserves the right to modify the form for any contract resulting from this RFQU.*

8.2 Affirmative Action Requirements for Contractors

City contractors must show they hire and promote employees equitably and make their best efforts to have a diverse workforce.

Affirmative Action Plan: Bidders with 15 or more employees that will earn \$50,000 or more in total contracts with the City in the calendar year must file an Affirmative Action Plan (AA plan) with the City. Submit your AA plan online using the form provided by the City. See the sample AA plan for “vendors and suppliers” at: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Exemptions: Bidders who have fewer than 15 employees or will earn less than \$50,000 in total contracts with the City in the calendar year will be exempt from filing a full AA plan. You will need to fill out a request for exemption form. If you have 15 or more employees, you must complete an exemption form, provide some workforce statistics, and participate in the “RaISE” program.

Release of Payment: The City cannot make any payments under a contract until the Affirmative Action plan or request for exemption form are completed.

Referrals and Interviews for Sustainable Employment (RaISE) Program: The RaISE program is designed to match qualified people to employment. If you have 15 or more employees and are awarded the contract, you must let the City know about all external job openings in Dane County, Wisconsin. You must also agree to interview candidates the City refers to you. See this link for information and instructions: <https://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The City has a **Small Business Enterprise program** described here: <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs>. You will be encouraged to provide opportunities for small business enterprises (SBE) to compete for any subcontracts allowed in the contract.

See the Sample Contract, section 13, for all requirements for the City’s Affirmative Action program for contractors. Call the Contract Compliance Specialist at (608) 266-4910 with questions.

8.3 Insurance

All City contractors must provide a Certificate of Insurance. You must carry the insurance policies required by section 27 of the **Sample Contract**. This includes general liability insurance, workers compensation, and could include automobile and professional liability insurance. Please see the instructions and section 27 of the Sample Contract for the insurance requirements.

8.4 Contract

A contract with the City of Madison will be established with the awarded artist, artist team, or company. If you apply as a team, name one person as the designated Team Leader. The contract will be between the City of Madison and the Team Leader.

8.5 Ownership and Copyright

Artists selected to create the art feature will be required to confirm in writing that they are the original creators of their designs, have not copied anyone else's designs and that their design does not infringe on anyone else's intellectual property rights.

The City shall have ownership and possession of all final products including all finalist concept designs and shall have the exclusive right to display the work, promote and make reproductions of the work. Any contract under this program shall recognize the unique challenges of a municipal art collection and responsibilities to the public by including a consensual modification of the applicable provisions of the Visual Artists Rights Act of 1990 (17 U.S.C. §106A). However, with the consent of the City Attorney and the approval of the Madison Arts Commission, the Arts Administrator may enter into an agreement with an artist that does not waive any of the artists' VARA rights when the benefits of doing so outweigh the risks of proceeding without the modifications of VARA rights.

**AGREEMENT FOR THE
DESIGN, FABRICATION, INSTALLATION, AND DOCUMENTATION
OF A PUBLIC ART FEATURE**

THIS AGREEMENT is made by and between the City of Madison, a Wisconsin municipal corporation (the "City"), and _____ (the "Artist").

WHEREAS, on _____, the Madison Common Council Approved Resolution Number _____, Legislative File I.D. Number _____, authorizing the City to enter into a service agreement with _____ for the design, fabrication, and installation of a public art piece _____

NOW THEREFORE, the parties mutually agree as follows:

1. DESCRIPTION OF ARTWORK.

The Artist will design, fabricate, transport, and install the following work of art (the "Work") for the City in accordance with the terms herein.

TITLE: _____

DIMENSIONS: _____

MEDIA: _____

DESCRIPTION OF ARTWORK: _____

2. PERMANENT LOCATION.

The permanent location for the Work shall be _____. In consultation with the City Engineering Division, Planning Division, and the City's Arts and Culture Administrator, the Artist shall design, fabricate, transport, and install the Work and its individual features to meet the exact locations of the Site.

3. CHANGES IN DESIGN.

The Artist shall create the Work in accordance with the proposed design concept (Attachment A) and with the approved Design Development/Engineering Documents. Recognizing that the change in scale from initial to final design may require adjustments, the Artist has the right to make minor changes in the Work that are structurally and aesthetically necessary. However, any change in scope, design, or material that alters the original and approved concept and design of the Work, or affects installation, scheduling, site preparation, location, or maintenance for the Work shall require the prior review and approval of the Arts and Culture Administrator and the City Engineer or their designee.

4. SITE PREPARATIONS.

The City shall be responsible for all expenses, permits, labor, and equipment, to prepare the Site for the timely installation of the Work, including but not limited to excavation, foundation preparation, concrete footer and base installation, protection and safety of the work site, and insurance. The Artist shall be responsible for directing City contractors on proper installation of the Work and remaining on site for the duration of the installation.

5. COMPENSATION AND PAYMENT SCHEDULE.

As payment for the services of the Artist and for the completed Work, the City will pay the Artist a total of _____ which shall constitute full compensation from the City to the Artist for all costs incurred in the creation of the Work, including, but not limited to fees, materials, labor of the Artist and the Artist's assistants, subcontractors, studio and operating costs applicable to this project, travel costs for the Artist to visit and research the Site, transportation of the Work to the Site, insurance, and any costs incurred by the Artist for installation of the Work at the Site. It is

expressly understood and agreed that in no event will the total compensation under this Contract exceed _____.

Payments to the Artist shall be made in accordance with the payment and work schedule attached hereto as Attachment B.

6. INSTALLATION SCHEDULE.

The Artist will coordinate all Site preparations, installation plans, and timetables with the Arts and Culture Administrator and the City Engineer or their designee. The Artist shall deliver the Work no later _____ (the "Completion Date"). All arrangements for, and costs associated with, insurance and transportation of the Work to the Site are the responsibility of the Artist. The Artist agrees to coordinate the installation timeline and method with the Arts and Culture Administrator and the City Engineer or their designee.

The Artist understands time limits in this Agreement are of the essence. By executing this Agreement, the Artist confirms that the Completion Date is reasonable for completing the work. If the Artist is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or an employee or other contractor of the City, or by unusual delay in deliveries, unavoidable casualties or other events or conditions beyond Artist's reasonable control, the Artist shall promptly notify the City of the same, and the delay shall be deemed an excused delay. Nothing in this Section 6 shall preclude recovery of damages for delay by either party under the other provisions of this Agreement.

The Artist may request an extension of the Completion Date from the Arts and Culture Administrator. Requests for extensions must be submitted in writing within ten (10) days of Artist's knowledge of a delay, but no later than fourteen (14) calendar days prior to the Completion Date. If the extension is granted, a new Completion Date shall be agreed upon in writing and such changes shall not affect any other provisions of this Agreement. In recognition of the significant engineering and infrastructure components involved in the Work, requests for extensions of time shall not be unreasonably refused.

7. OFFICIAL ACCEPTANCE.

Final payment to the Artist may not occur until the Common Council has accepted the Work. Such acceptance by the Common Council may occur only after the Artist has complied with all of Artist's obligations hereunder. The Arts and Culture Administrator will review the documentation submitted by the Artist and forward their recommendation on acceptance to the Common Council within thirty days after receipt of these materials from the Artist. The final payment to the Artist (see Payment Schedule in Attachment B) shall be made within thirty days after official acceptance by the Common Council.

8. INSPECTION AND REVIEW.

The City reserves the right to inspect and review the Work upon reasonable notice at any time while materials for the Work are on the Artist's premises or in transit.

9. DOCUMENTATION AND RECORDS.

Upon installation of the Work, and before final payment shall be made, the Artist shall furnish the Arts and Culture Administrator with a final report consisting of and including:

- A. Written technical description of the Work
- B. Written maintenance plan with instructions for long term care of the Work
- C. Record of all persons furnishing labor and material for the Work
- D. Final invoice and lien waivers from any persons furnishing labor and/or materials incorporated into the Work, for review and approval.

10. **PUBLIC NOTICE.**

The City shall prepare and install at the site a plaque identifying the Artist, the title of the Work, copyright notice, the year of completion, and the Madison Arts Commission.

11. **WARRANTIES.**

- A. **Warranty of Title & Originality.** The Artist warrants that the Work is the original product of the Artist's own creative efforts, and that Artist is the sole owner of all copyrights to the Work. The Artist also warrants that the Work is unique and that the Work or a duplicate thereof has not been accepted for sale elsewhere, unless, as stipulated to the City at the time this Agreement is signed, the Work is known by the City as one of a limited edition. Artist further represents that the Work is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Work or any parts of the Work.
- B. **Warranty of Workmanship.** The Artist warrants that the execution and fabrication of the Work will be performed in a professional manner and that the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work. "Inherent vice" refers to a quality within the material or materials, which comprise the Work which, either alone or in combination with the environment, results in the tendency of the Work to destroy itself. "Inherent vice" does not include any tendency to deteriorate that is specifically identified in the attachments to this Agreement as approved by the City. The Artist shall, at Artist's sole cost and expense, guarantee, maintain, and remedy any defects or faults in workmanship or materials that appear within a period of ten (10) years from the date of final acceptance of the Work by the City.
- C. **Warranty of Public Safety.** Artist represents and warrants that the Work will not pose a danger to public health or safety through its use or misuse, if such use or misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.
- D. **Warranty of Acceptable Standard of Display and Operation.** Artist represents and warrants that:
 - i. The Work will conform to design specifications and, where the Work involves electronic, digital, video, mechanical, living, variable, moving or other dynamic components, the Work will also operate, function, or perform in accordance with Artist's representations to the City without any costs beyond the final Budget for the Work and without any additional staff assistance.
 - ii. Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below an acceptable standard of public display; and
 - iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within an acceptable standard of public display, including but not limited to mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
 - iv. The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the grant proposal for the Work previously approved.
- E. **Manufacturer's Warranties.** Artist shall provide copies of warranties to City for any products incorporated into the Work that are covered by a manufacturer's warranty.

12. ASSIGNMENT OF WORK.

The Work and services required of the Artist under this Agreement are personal and shall not be assigned, sublet, or transferred. This shall not prohibit the Artist from employing or subcontracting qualified personnel who shall work directly under the Artist's supervision.

13. DEFAULT/TERMINATION

- A. In the event the Artist shall default on any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to the Artist, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the Artist, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of the Artist under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Artist with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Artist and accepted by the City.

14. INDEMNIFICATION

The Artist shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees from and against all damages, losses, costs, claims, suits, or actions (including liability costs and attorney's fees) by reason of any claim, suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person(s), or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Artist's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

All risks for damages, theft, vandalism, and Acts of God to the Work are the responsibility of the Artist during any and all operations, including creation, transit and storage by the Artist, which take place on other than the Site. The Artist shall provide a policy of insurance, covering all risks and hazards against any damage to or loss of the Work while it is being constructed, transported, installed or stored by the Artist.

In case of accident to or destruction or damage to the Work while the Work is being constructed, transported, installed or stored by or on behalf of the Artist, the Artists shall re-fabricate the Work under the same terms and conditions as set forth in this agreement.

Risk of damage, theft, and vandalism to the Work are the responsibility of the City during any and all operations after its installation and acceptance of the Work. The Artist shall be responsible for all damages, suits, claims, losses and liability arising from or growing out of damages caused by the Artist or the Artist's employees, agents, contractor(s), or subcontractor(s) or claims that may occur as a result of the Artist's breach of warranties provided in Section 11.

15. INSURANCE.

The Artist will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Artist shall not commence work under this Agreement, nor shall the Artist allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Artist shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Artist's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Artist shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents, and employees as additional insureds.

Automobile Liability

The Artist shall require all subcontractors under this Agreement (if any) to procure and maintain during the life of this Agreement Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident covering each subcontractor.

Worker's Compensation

The Artist shall procure and maintain during the life of this Agreement statutory Workers' Compensation insurance as required by the State of Wisconsin. The Artist shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. The Artist shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Artist shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Artist shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Agreement is still in effect, Artist shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

Artist shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Artist and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

16. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power, or remedy hereunder on the part of the City or the Artist shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the

City or Artist therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

17. NONDISCRIMINATION.

In the performance of this Agreement, the Artist agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Artist further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.

18. AFFIRMATIVE ACTION.

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Artist agrees that, within thirty (30) days after the effective date of this Agreement, the Artist will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Agreement is still in effect, or if the City enters into a new Agreement with the Artist, within one year after the date on which the form was required to be provided, the Artist will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Artist further agrees that, for at least twelve (12) months after the effective date of this Agreement, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Artist are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Artist agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Artist, and if the referral is timely. A referral is timely if it is received by the Artist on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Artist is exempt from the Articles of

Agreement in Section 13.B.(5) of this Agreement and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Artist is not exempt, Sec. 13.B.(5) shall apply and the Artist shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

- (2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Agreement.
- (3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Agreement is presented for signature, if the Artist is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect.
- (4) Release of Payment: (MGO 39.02(9)(e)1.b.): All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Agreement and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.
- (5) Articles of Agreement:

ARTICLE I

The Artist shall take affirmative action in accordance with the provisions of this Agreement to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity, or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action 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 insofar as it is within the control of the Artist. The Artist agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Agreement.

ARTICLE II

The Artist shall in all solicitations or advertisements for employees placed by or on behalf of the Artist state that all qualified applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity, or national origin.

ARTICLE III

The Artist shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Artist's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Artist agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Artist warrants and certifies that one of the following paragraphs is true (check one):

- ☐ A. Artist has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Agreement, Artist will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Agreement, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Artist believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Agreement, a form required by the City to confirm exempt status based on number of employees. If the City determines that Artist is not exempt, the Articles of Agreement will apply.
- ☐ D. Artist believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Artist is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Artist agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Agreement compliance requirements. The Artist agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Artist will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Artist's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Agreement or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Agreement in whole or in part.
- B. Declare the Artist ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the Artist 0.5 percent of the Agreement award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Agreement price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City

may recover liquidated damages from the Artist in the manner described above. The preceding sentence shall not be construed to prohibit the Artist from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Artist shall include the above provisions of this Agreement in every subcontract so that such provisions will be binding upon each subcontractor. The Artist shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Artist shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Agreement. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

19. SEVERABILITY.

In the event that the project in which the Work is to be incorporated is delayed or canceled, the City reserves the right, upon no less than a notice of fifteen (15) days to the Artist, to postpone the execution schedule of this Agreement. If the project is postponed for one year or more from the scheduled completion date of this agreement, the City or the Artist may, in writing, cancel this agreement within ninety (90) days after such postponement is known to both the City and the Artist. In the event the Agreement is cancelled by the City because of a one year or more postponement, Artist shall be compensated for services performed prior to the notice of cancellation.

Except as otherwise agreed to herein, in the event this Agreement is terminated by the City without fault on the part of the Artist, the Artist shall be paid an amount equal to the percentage of the Work completed at the time the Agreement is terminated. If payments previously made to the Artist exceed the total amount due as computed above, then the Artist shall refund to the City that amount of the total previous payments which exceeds the amount determined by applying the above formula. The Artist shall deliver to the City the Work in whatever form it exists at the time of termination which shall then become the property of City for use without restriction, except that it shall not be represented to be the completed Work of the Artist.

Except as otherwise agreed to herein, in the event this Agreement is terminated by City for fault on the part of the Artist, or because of the disability of the Artist; or is terminated automatically because of the death of the Artist; or in the event of any breach of its terms by the Artist, the Artist or their representative shall deliver to the City the Work in whatever form it exists at the time of termination which shall then become the property of City for use without restriction, except that it shall not be represented to be the completed Work of the Artist. Exercise of this of this option by the City shall not prevent the City from pursuing a remedy otherwise available to it in law or equity.

20. STATUS OF ARTIST/INDEPENDENT CONTRACTOR/TAX FILING.

The Artist agrees to perform all work and services under this Agreement as an independent contractor and not as an agent or employee of the City. Any and all persons the Artist engaged in the performance of any work or services required by the Artist under this Agreement shall be considered employees of the Artist only and are not employees of the City. The Artist shall furnish all supervision, labor, supplies, materials, insurance, and other incidentals needed to complete this Agreement. The Artist is not prohibited from subcontracting certain portions of the work and services and the City is aware the Artist intends to subcontract certain portions of the work and services.

The Artist shall provide their taxpayer identification number or social security number to the City's Finance Director, 210 Martin Luther King Jr. Blvd. Room 406, Madison, WI, 53703, prior to payment. The Artist is informed that as an independent contractor, they may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes on the amounts received under this Agreement. Artist agrees that the City will not withhold amounts from payments due to the Artist for these purposes, and that payment of taxes are solely the responsibility and obligation of the Artist.

21. MODIFICATIONS OF THIS AGREEMENT.

No alterations, changes or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

22. GOODWILL.

Any and all goodwill arising out of this Agreement inures solely to the benefit of the City; Artist waives all claims to the benefit of such goodwill. Notwithstanding this provision the Artist retains all rights provided in Section 18, Modification of Artists Rights under the Visual Arts Rights Act (VARA).

23. THIRD PARTY RIGHTS.

This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

24. AUDIT AND RETAINING OF DOCUMENTS.

The Artist agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Agreement. Any other reports or documents shall be provided within five (5) working days after the Artist receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by the Artist for a period of three (3) years after completion of all work under this Agreement, to be available for audit by the City or its designee.

25. CHOICE OF LAW AND FORUM SELECTION.

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

26. COMPLIANCE WITH APPLICABLE LAWS.

The Artist shall become familiar with, and shall at all times observe and comply with, all applicable local, state and federal statutes, orders, ordinances and regulations. The Artist may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, order, ordinance or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Artist agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

27. **MODIFICATIONS OF RIGHTS UNDER THE VISUAL ARTISTS RIGHTS ACT (VARA).**

The City recognizes that visual artists retain certain moral rights as established and protected by the Visual Artist's Rights Act of 1990, (17 USC §106A). The Artist recognizes that municipal art portfolios are unique and challenging to manage. The parties hereby expressly modify the applicable provisions of VARA as follows:

- A. **Copyright.** The Artist expressly reserves every right available to the Artist in common law or under the Federal Copyright Act and all other rights in and to the work except ownership and possession of the Work and any such rights as those limited or assigned by this agreement. The Artist grants the City a noncommercial worldwide, non-exclusive, royalty-free sub-licensable, and transferrable license to use, reproduce, distribute, publish, prepare derivative images of, and display of Work in any print media, including photography, video, broadcast and Internet, for all legitimate business purposes including advertising and promotional activities. Commercial physical reproduction, such as prints, statuary or modeling of the Work for retail purposes is not permitted under this agreement and the right to engage in such activities shall remain with the Artist. All reproductions of the Work by the City shall contain a credit to the Artist as follows: "(c) artist ~ year completed~." The Artist agrees to give credit in the following form: "Original owned by City of Madison" in any public showing of any reproductions of the Work.
- B. **Alteration of the Work.** The City agrees that it will not intentionally damage, alter, modify or change the Work without first making a reasonable effort to obtain the prior written approval of the Artist. If any changes, alterations or destructions occur to the Work after it has been completed and installed, including any change in the interrelationship or relative locations of parts of the Work, the Work will no longer be represented as the Work of the Artist upon receipt of a written request to that effect from the Artist or the Artist's heirs.

Nothing in this section shall preclude any right of the City to: 1) remove the Work from public display, or; 2) destroy the Work.

If the City shall at any time decide to destroy the Work, it shall by notice to the Artist offer the Artist a reasonable opportunity to reacquire the Work at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the costs to the City of the proposed destruction. Such removal of the Work shall be completed within sixty (60) days of receipt of written notification to the Artist of the City's intentions to destroy the work or the Artists right to reclaim the work shall be deemed waived. The City and the Artist may mutually agree, in writing, to an extension of the sixty (60) day period for removal of the Work.

- C. **Repairs.** The City shall make good faith efforts to consult with the Artist concerning repairs and restoration of the Work. The Artist shall provide a written maintenance plan for the project as part of the project final report, as required in Section 9.
- D. **Relocation.** The Work shall be placed on the Site designated in Section 2 of this Agreement. Should the Site prove to be unacceptable or unavailable to the City after the signing of this Agreement, an alternative site shall be mutually agreed upon by the Artist and the City. After the installation, the City agrees that it will attempt to notify the Artist if, for non-emergency reasons, the Work has to be removed and permanently relocated to a Site not specified in Section 2 of this Agreement. The Artist may advise the City regarding relocation of the Work.
- E. **Waiver and Termination of Rights.** The Artist agrees to notify the City in writing of any changes in the Artist's address within sixty (60) days of that change. Failure to do so shall

be deemed a waiver of those Artist's rights expressed in Section 26, Subsections A through E of this Agreement. Upon the death of the Artist, all of the Artist's rights expressed in Section 26 of this Agreement shall revert to the City

28. BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS. (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

- A. **DEFINITIONS.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- B. **REQUIREMENTS.** For the duration of this Agreement, the Artist shall:
- i. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - ii. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
 - iii. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - iv. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
 - v. Comply with all other provisions of Sec. 39.08, MGO.
- C. **EXEMPTIONS:** This section does not apply when:
- i. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - ii. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, the Artist must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the Artist is exempt from this section for the position(s) in question.

29. WEAPONS PROHIBITION.

The Artist shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at the Artist's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

30. **AUTHORITY.**

The Artist represents that it has the authority to enter into this Agreement. If the Artist is not an individual, the person signing on behalf of the Artist represents and warrants that they have been duly authorized to bind the Artist and sign this Agreement on the Artist's behalf.

31. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. Ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

32. **ENTIRE AGREEMENT.**

This Agreement, including any and all attachments, exhibits and other documents referenced this Agreement, compose the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced includes a statement that expressly or implicitly disclaims the applicability of this Agreement, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

(a) NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (b) The funds are included in the approved City budget.
- (c) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (d) The City Attorney has approved the form of the Contract.
- (e) The Contract complies with other laws, resolutions and ordinances.
- (f) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



Form F: References

RFQu #:

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #3 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

ARTIST NAME