

Solicitation RFQ-OCAT-18001

RFQ CALL TO ARTISTS FOR WILL ROGERS WORLD AIRPORT TERMINAL EXPANSION ART PROJECT

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFQ-OCAT-18001

RFQ CALL TO ARTISTS FOR WILL ROGERS WORLD AIRPORT TERMINAL EXPANSION ART PROJECT

| | |
|-------------------------------|---|
| Bid Number | RFQ-OCAT-18001 |
| Bid Title | RFQ CALL TO ARTISTS FOR WILL ROGERS WORLD AIRPORT TERMINAL EXPANSION ART PROJECT |
| Bid Start Date | Aug 24, 2018 8:08:27 AM CDT |
| Bid End Date | Sep 26, 2018 4:00:00 PM CDT |
| Question & Answer End Date | Sep 20, 2018 12:00:00 PM CDT |
| Bid Contact | Tiffany Lawson Airport Land & Property Administrator tiffany.lawson@okc.gov |
| Bid Contact | City Clerk cityclerk@okc.gov |
| Bid Contact | Robbie Kienzle robbie.kienzle@okc.gov |
| Bid Contact | Randy Marks randy.marks@okc.gov |
| Contract Duration | One Time Purchase |
| Contract Renewal | Not Applicable |
| Prices Good for | Not Applicable |
| Standard Disclaimer | This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity. |
| Bid Comments | The Oklahoma City Airport Trust is seeking to commission a professional artist(s) or a team of artists to design, and oversee installation of, integrated permanent works for two specific sites in the terminal expansion project. |

Item Response Form

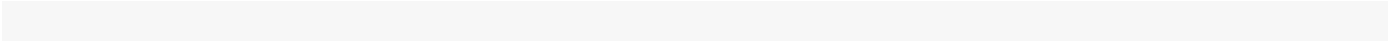
| | |
|---|---|
| Item | RFQ-OCAT-18001--01-01 - Qualification Documents |
| Quantity | 1 each |
| Prices are not requested for this item. | |
| Delivery Location | City of Oklahoma City and its Trusts <u>No Location Specified</u> |

Qty 1

Expected Expenditure \$130,000.00

Description

Upload your response to the request for qualifications as outlined in the RFQ and any related documents to this line item. Please do not ZIP files.



GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDSYSNOC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of

the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.

8. TERMINATION:

- (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

9. COMPLIANCE WITH APPLICABLE LAWS: All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

10. SELF-INSURED: The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

11. RIGHT TO AUDIT: The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

12. SAMPLE FORMS: Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

13. PAYMENTS AND DISCOUNTS:

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher (s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

14. CURRENCY: The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

Oklahoma Open Records Act and Confidential Information

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, O.S. §§ 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential," you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to contract approval.

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO
AGREEMENT/CONTRACT AWARD**

Sign Here X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to contract approval.

ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Proposer; that the Proposer has not, directly or indirectly, entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the proposers, the parceling or farming out to any proposer or proposers or other persons, of any part of the Agreement/Contract or any part of the subject matter of the proposal or proposals, or of the profits thereof, and that Proposer has not and will not divulge the sealed Proposal to any person whomsoever, except those having a partnership or other financial interest with the Proposer in the said proposal or proposals, until after the said sealed proposal or proposals are opened.

The undersigned individual further states that the Proposer has not been a party to any collusion; among proposers in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement/Contract, or any other terms of the said prospective Agreement/Contract; or in any discussions between the proposers or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement/Contract. The Proposer states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement/contract pursuant to this proposal.

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the Agreement/Contract, and the Requirements for Proposers.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL ← ←

Type Name of Authorized Agent Title

Signature

Company Name

Address Zip Code

Telephone Number and Fax number if any

TO BE COMPLETED BY THE NOTARY:

State of * _____)
County of * _____) SS.

[*State and County where notarized must be written in for bid to be considered.]

Signed and sworn to before me on this _____ day of _____, _____ by _____
[Day] [Month] [Year] [Print the name of the individual who signed above]

My Commission Number: _____ (Oklahoma) _____
Type Name of Notary Public

My Commission Expires: _____ [Date/year] _____
Signature of Notary Public

98 Okla. Stat. 2011 §116

Updated February 2017

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to contract approval.



(Internal use only)
PeopleSoft Vendor ID: _____
1099 Type: _____ 1099 Default Class: _____

******* VENDOR REGISTRATION FORM *******

Please print legibly or type this information. Form must be completed and signed by authorized individual.

- NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both **MUST** be filled out in their entirety.
- NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both **MUST** be filled out in their entirety.

If you are a new vendor, please provide the City Department and Employee you are currently working with:

City Department _____ City Employee _____ Phone Number _____

- UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both **MUST** be filled out in their entirety.
- If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).*

Please select all applicable request types:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Change Address | <input type="checkbox"/> Change Vendor Tax ID | <input type="checkbox"/> Change Vendor Name | <input type="checkbox"/> Add Alternate Payee Name |
| <input type="checkbox"/> Lawyer/Attorney | <input type="checkbox"/> Medical or Veterinary Provider | <input type="checkbox"/> Government | <input type="checkbox"/> Non-Profit (Per IRS 501C3) |
| <input type="checkbox"/> Employee | <input type="checkbox"/> Garnishment | <input type="checkbox"/> Easement | <input type="checkbox"/> Emerging Small Business |
| <input type="checkbox"/> Women-Owned Business | <input type="checkbox"/> Veteran-Owned Business | <input type="checkbox"/> Disabled | <input type="checkbox"/> African American |
| <input type="checkbox"/> Asian American | <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Native American | <input type="checkbox"/> Other Ethnicity _____ |
| <input type="checkbox"/> Size of Small Business (number of employees) _____ | <input type="checkbox"/> HUBZone | | |

DUNS NUMBER (not required):

_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|

Note: If you are a Disadvantaged Business Enterprise (DBE), please attach a copy of your UCP certification notice, in compliance with 49 CFR, Subtitle A, Part 26; if you are a Small Business (SBA), Small Disadvantaged Business (SDB), or HubZone, please attach your certification, in compliance with 13 CFR, part 121, 124 and 126, respectively.

PURCHASE ORDER ADDRESS:

NAME (AS SHOWN ON YOUR INCOME TAX RETURN) _____
 BUSINESS NAME, IF DIFFERENT FROM ABOVE: _____
 STREET OR P.O. BOX _____
 CITY, STATE, ZIP _____
 CONTACT PERSON: _____
 E-MAIL ADDRESS: _____
 TELEPHONE NUMBER: _____ FAX NUMBER: _____

PAYMENT REMITTANCE ADDRESS:

NAME (AS SHOWN ON YOUR INCOME TAX RETURN) _____
 BUSINESS NAME, IF DIFFERENT FROM ABOVE: _____
 STREET OR P.O. BOX _____
 CITY, STATE, ZIP _____
 CONTACT PERSON: _____
 E-MAIL ADDRESS: _____
 TELEPHONE NUMBER: _____ FAX NUMBER: _____

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

Do you wish to receive payments by electronic funds transfer? _____. Attach an EFT/ACH form (e-mail vendorregistration@okc.gov to obtain a copy of the form).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. **NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See 11 O.S. § 8-113.**

Return to Procurement Services:
vendorregistration@okc.gov
 (405) 297-2741 Fax (405) 297-2142
 100 N. Walker, Suite #200
 Oklahoma City, OK 73102

Signature of Person Authorized to Sign _____ Date Signed _____
 Print Name _____ Title _____

If you are interested in bidding on City or Trust contracts, see instructions on our website:
<https://www.okc.gov/departments/finance/bids-auctions-and-sales>.

**THE OKLAHOMA CITY AIRPORT TRUST
AND THE
OKLAHOMA CITY
OFFICE OF ARTS & CULTURAL AFFAIRS**

Solicitation RFQ-OCAT-18001

**REQUEST FOR QUALIFICATIONS
“CALL TO ARTISTS
FOR
WILL ROGERS WORLD AIRPORT
TERMINAL EXPANSION ART PROJECT”**

DEADLINE: SEPTEMBER 26, 2018 by 4:00:00PM CDT





**ELECTRONIC REQUEST FOR QUALIFICATIONS
CALL TO ARTISTS FOR WILL ROGERS WORLD AIRPORT
TERMINAL EXPANSION ART PROJECT
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(Published in the Journal Record August 24, 2018 and August 31, 2018)

NOTICE TO PROPOSERS

Notice is hereby given that the Oklahoma City Airport Trust will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m. CDT, on the 26th day of September 2018, for the following:

REQUEST FOR QUALIFICATIONS (RFQ-OCAT-18001) CALL TO ARTISTS FOR WILL ROGERS WORLD AIRPORT TERMINAL EXPANSION ART PROJECT

The City of Oklahoma City (City) and its Trusts have partnered with BidSync, Inc. to accept proposals electronically. You are invited to submit a proposal electronically through the BidSync system to supply the professional services, products, or systems specified in the electronic proposal packet. The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with BidSync at <https://www.bidsync.com> in order to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the BidSync electronic proposal process in advance of submitting a proposal. There is no charge to the proposer for registering or submitting an electronic proposal to the City and its Trusts through BidSync. Instructions on how to get registered to propose through BidSync can be found on The City's website at <https://www.okc.gov/departments/bidding>.

A copy of the City Guidelines and Procedures for Professional Consultant Selection may be obtained from the Office of the City Clerk at the above referenced address. Proposals shall be made in accordance with the Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, and the RFP proposal packet, which are a part of the complete electronic proposal packet. A sample Non-Discrimination, Anti/Non-Collusion Affidavit and Vendor Registration form is attached for the Proposer's reference and will be completed prior to contract approval. By submitting a proposal for services, the Proposer certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The City and its Trusts reserve the right to waive formalities, irregularities and defects in any or all proposals, except as otherwise required by law. The City and its Trusts reserve the right to: reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute a Pricing Agreement/Contract with any proposer; and to solicit new or different proposals. The City and its Trusts reserve the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the 4:00:00 p.m. CDT deadline, on the above-mentioned date. There will be no exceptions to this policy.

Title VI Solicitation Notice: The Trust, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that [in] any contract entered into pursuant to this advertisement,

disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROJECT TITLE:

“Call to Artists for Will Rogers World Airport Terminal Expansion Art Project”



DEADLINE:

The initial submission deadline is 4:00:00PM (CDT) on September 26, 2018.

ELIGIBILITY:

This opportunity is open to all practicing artists, at least 18 years of age. Artists with prior public art experience who reside in the greater metropolitan Oklahoma City area are encouraged to apply. Artists residing outside the greater metropolitan area are eligible but will be required to travel and attend meetings within the same budget allocation as local artists. Artists may apply and be considered independently, as part of a team, or both.

BACKGROUND:

Will Rogers World Airport is Oklahoma City’s commercial airport that is operated and managed by the Oklahoma City Airport Trust (Trust). The airport is classified as an origin/destination airport, meaning that 95% of the people traveling through the airport are either originating or terminating their trip in Oklahoma City; less than 5% of passengers connect through WRWA. Currently there are 70 tenants on airport property employing nearly 13,000 employees.

WRWA is served by seven major airlines, Alaska, Allegiant, American, Delta, Frontier, Southwest and United. The airport averages 150 daily arrivals and departures to 30 nonstop destinations. In 2017, nearly four million passengers passed through the airport.

Steady airline, passenger and tenant growth has created the need for expansion of the existing terminal building at Will Rogers World Airport. The expansion project will add four new airline gates, a larger, more efficient security checkpoint, increased public circulation and new customer amenities such as

comfortable greeter lobbies, a military welcome center, and additional concessions.

The Trust is committed to enhancing the traveler and visitor experience at WRWA by incorporating public art into the architectural elements of the new construction. Pursuant to a Resolution adopted by the Trust in 2009, one percent of the budgeted construction costs of the public circulation areas may be allocated to works of public art in areas of new construction.

PROJECT DESCRIPTION:

The Oklahoma City Airport Trust is seeking to commission a professional artist(s) or a team of artists to design, and oversee installation of, integrated permanent works for two specific sites in the terminal expansion project. Site one is the terrazzo flooring located in the new lobby area in front of the new security checkpoint. The design should be incorporated into the flooring. Site two is a public circulation area located on the mezzanine level and where a glass wall extends the length of the access corridor and seating area. The design should be acid-etched into the glass. (collectively “Artworks”) Construction of the terminal expansion is expected to begin the first quarter of 2019 and to be completed first quarter of 2021.

BUDGET:

The budget for the implementation of the fully integrated Artwork project for the artist’s or the team’s design and supervision is \$130,000. This amount covers any design fees of the selected Artist(s) or team and any additional costs related to the Artwork. The Construction Contract has allowances for the procurement of any specialized or additional materials, labor, shipping, handling or equipment to install the Artwork above what is specified in the Project Manual for the Terminal Renovation and Expansion construction project (approximately \$289,000). Any necessary increase to the construction allowances for the Artwork to be fully integrated may diminish the availability of funds for the design aspects. The Artist(s) fees will be inclusive of fees and related expenses for travel and per diem for design meetings and installation oversight, supplies, fabrication, insurance, transportation, and permits. Any fabrication, materials or installation to be performed directly by the Artist(s) and not by the Construction Contractor will be incorporated into the Artist(s) compensation.

ADDITIONAL PROJECT CONSIDERATIONS:

Since the selected Artworks will require a high level of coordination, artist(s) or the team must be available and willing to work closely with the Arts Liaison, Will Rogers World Airport staff, the project consultant, general contractor and subcontractors to integrate the site-specific Artwork into the newly designed facility.

Artists must also consider the following:

- Design must contribute to the architectural and cultural heritage of Oklahoma City.
- Design must reflect the local customs, styles or cultural attitudes, and provide a sense of place.
- Artist must be sensitive to the budget, construction timeline, and overall schedule for terminal expansion completion.
- Ease of maintenance for the Artwork
- Work will be limited to the areas to be used by the public as reflected in the design and construction documents.
- General contractor and subcontractors will install the work, excepting any artist designed elements as may be selected and recommended for contract.

SELECTION CRITERIA:

The Selection Committee will use the following criteria in selecting the appropriate artist(s) or team and design for this project:

1. Artistic excellence, originality and ability to produce a consistent body of work, as evidenced by representation of past work in images and other supporting materials
2. Experience with projects of a similar scale and scope
3. Appropriateness of artist's or team's approach and style to the project's intent and site
4. Availability to work within project's time frame and budget, and to be present in Oklahoma City during the design and coordination meetings
5. Price and current market value of artist(s) work in relation to the scope and value contemplated for this commission
6. Technical feasibility of proposed project
7. Good work habits: ability to meet deadlines, experience with budgeting, good communication skills, good problem-solving abilities—as supported by references
8. Important consideration will also be given to: safety, accessibility, durability, maintenance requirements, permanence of materials, protection against vandalism, and timelessness of the artwork proposed by the Artist(s).
9. Other criteria as may be established by the jurors--any additional criteria shall be outlined in the jury's written instructions provided to artist(s) invited to compete in the second stage of the competition.

Artist submissions will be evaluated to determine whether the artist(s) or team possesses the creativity, technical skills, and abilities required for this public art project.

SUBMISSION THROUGH BIDS SYNC:

Proposers must register with BidSync at <https://www.bidsync.com> in order to submit their qualifications electronically. It is recommended that potential proposers register and become familiar with the BidSync electronic proposal process far in advance of submitting their qualifications materials. There is no charge to the proposer for registering or submitting an electronic proposal for this project through BidSync. You may receive a sales call about upgrading your registration, but there is no obligation to do so for projects announced through Oklahoma City's Office of Arts & Cultural Affairs. Instructions on how to get registered to propose through BidSync can be found on the City's website at <http://www.okc.gov/bidsyncinstructions>. Additionally, detailed instructions are included below:

First time registration in BidSync:

- Navigate to [bidsync.com](https://www.bidsync.com). Select "REGISTER FOR FREE" button
- On "Account information" page, create an account using your email and a password (Note: the password is used during the bidding process, as well as during log-in)
- Fill in information on "Tell us about you" page
- On the "Tell us about your business" page under "What is your primary industry?" choose "Arts, Craft, Entertainment, Theatre"; under "Select keywords that best match your products/services" type in "Public Art", then enter and select "Finish Registration"

- Choose “I accept” blue button on the “BidSync Terms and Conditions” page
- On the blue ribbon at the top of the next page choose “My account”
- On the “My account” page choose “Company profile” in the upper left-hand corner
- Choose the “Notifications” tab to see options to limit the types of agencies whose bids will be sent. **“Municipality” must be checked to see bids from the City of Oklahoma City.** Click blue “Save”
- Choose “Classifications” under the “NIGP classifications” tab, select the “Edit NIGP classifications” blue button
- On the “NIGP Classifications” page select “NIGP code”, type in **962-07** and select the “Search” blue button
- **(962-07) Arts Services (cultural, Design, Visual, Etc.)** shows up. Select this and “Save”. **All future project announcements by Oklahoma City’s Office of Arts & Cultural Affairs will be classified using this code.**
- This completes the *necessary* registration process. Additional classifications may be chosen, additional information may be entered, and you can limit notifications, if desired. BidSync can take up to 24 hours to finalize new accounts. They have excellent customer service: call them at (800) 990.9339 with questions or problems.

How to submit your qualifications through BidSync:

1. Register with BidSync (see above) at least a day or two before the bid deadline. New registrants will receive an email or phone call from BidSync confirming that their account is registered. If not received, call customer service.
2. Log in to your BidSync account.
3. On the page that opens choose “Bid Opportunities.”
4. If you have registered as directed, any current RFQs/RFPs from the Oklahoma City Office of Arts and Cultural Affairs will appear.
5. Click on the title of the RFQ/RFP for which you wish to apply.
6. When the new page opens, click the tab “Documents” in the middle of the page.
7. You must open and download the Call for Artists PDF before continuing. Also, open and/or download any other required document listed here. Enter password and select “Save.”
8. Read the RFQ/RFP thoroughly and prepare required files as noted in instructions.
9. Go to “Place offer.”
10. Click “(Upload Attachments),” the type is small and is located in the upper right portion of the screen.
11. Select “Browse” in the new pop-up window, find required files (images, image sheet, etc.,) choose and upload one at a time.
12. Then at the bottom of the page click blue button “Review offer.” If all required attachments are in order, choose “Submit offer.” A confirmation email will be sent to you from BidSync.

To fully respond to this Request for Qualifications you will be required to upload the following items to BidSync prior to the 4:00:00 pm CDT deadline established in this announcement. Failure to submit the

following will result in disqualification from consideration.

- **Artist Statement**

The artist statement is developed by the artist who will be the principal contact and project manager. This artist will lead and manage the project and shall provide a brief letter explaining why you are the best candidate for this project. If a team, explain the team members' roles and why your combined experience makes you the best candidates to be considered for this project.

- **Resume**

Include a current professional resume for each artist emphasizing public art experience.

- **Six Digital JPG Images for each team member**

Note: Only digital (JPG or PDF) images of completed work will be accepted. No renderings or proposals may be included. Include six digital images in.jpg format, not to exceed 2MB in size (use image resolution not less than 72 ppi and not more than 200 ppi). Match images to Image ID sheet, numbered and ordered correctly. **The initial Selection Committee review is “blind”; no identifying information of the artist/team, or anything but the artwork itself and surrounding detail can be on the images.**

- **Image ID Sheet**

An example Image ID Sheet is attached in this project announcement. You will create a similar form with the same information on your computer, save, and upload along with the other required documents when you submit your qualifications.

SELECTION PROCESS:

After the submission deadline, artist(s) application materials will be screened by staff to ensure completeness of applications and conformity to the standards outlined in this Call to Artists before presentation to the Selection Committee. Incomplete submittals will not be considered.

The Selection Committee will be comprised of:

- Director of Airports or his designee
- Trustee or Surrogate Trustee of the Oklahoma City Airport Trust
- Terminal Expansion Design Architect Team Representative
- Oklahoma City Arts Commissioner
- Professional Art Juror
- Stakeholder Representative

The names of the committee members will not be announced prior to the jury. The Selection Committee will be highly involved in the selection of finalists and the recommendation of artist selection to the Trust.

At the first selection meeting, the committee will evaluate all submittals that were complete and timely made to produce a short-list of three to five finalists. As previously stated, the initial evaluation is blind. The finalists will then be invited to participate in two events:

1. The first event is a **mandatory site tour** of the existing airport terminal and for a first-hand look at the design, layout and materials to be implemented for the overall Terminal Expansion project. Artists will meet local representatives and hear about the project and relevant history. The local representatives will also familiarize the finalists with the design, materials, construction schedule, and requirements for the final selection interview.

2. The second event is an in-person presentation interview with the Selection Committee, where the artist(s) will present a site specific conceptual design report and other information resulting from what was learned from the mandatory site tour. The artist(s) may also present dimensioned sketches, renderings and/or a model of their proposed design, along with:
 - A detailed budget for all design elements
 - Installation details
 - Background information about their artist, team members, and each member's role on the project
 - A maintenance plan with an estimate of costs to operate and maintain the work proposed
 - One-page artist statement about work proposed
 - Statement about any conflicts in schedule for project
 - Comprehensive list of curated shows, commissions and awards over the last ten years (public and private)
 - Project reference contact information for each artist team member

Each Finalist or Finalist Team who is selected and invited to participate in the mandatory site tour and design presentations will be paid an honorarium of \$4,000 to include all design fees, materials, transportation, and any other costs or fees associated with competing in the final selection phase. Payment will be made within 45 days of receipt of an approved invoice; invoices should be submitted after final presentations.

SKETCHES AND MODEL POLICY:

All sketches and/or models produced, and materials presented for the proposal interview shall become the property of the Trust. The Trust requires that all proposals sketches and/or models submitted are original and unique to this Call to Artists. All sketches and/or models will be required to be limited in size and weight. Artists may request return of sketches and models at their own cost after final contracting with the awarded artist(s) is complete.

SCHEDULE OF EVENTS:

The following schedule is slated for this Call to Artists. Please note that the Trust reserves the right, as deemed necessary, at its sole discretion to adjust this schedule by written notice to the Artists who have registered to receive notifications through BidSync. All artists are strongly encouraged to register on BidSync as soon as you know you're interested in this project.

| | |
|--|--|
| Call to Artists Announced | August 23, 2018 |
| Technical Questions (due by 12:00:00 PM CDT) | September 20, 2018 |
| Deadline for Artist Submissions (due by 4:00:00 PM CDT) | September 26, 2018 |
| First Selection Committee Jury | week of October 15, 2018 |
| Notification of First Selection Round Results | by October 22, 2018 |
| Deadline for Artists to accept/decline invitation to tour and interview | October 26, 2018 |
| Mandatory Site Tour | November 20, 2018 |
| Second Jury/Finalist Interviews | January 11, 2019 |
| Design Review and Trust Selection January-February 2019 | |
| Contract Approval | March 28, 2019 |
| Production/Fabrication | TBD by contract and construction schedule |
| Installation and Final Inspection | TBD by contract and construction schedule |

OTHER SUBMISSION ENTRY INFORMATION:

The Trust reserves the right to withdraw this Call to Artists at any time and for any or no reason. Receipt of submission entries by the Trust or submission of an artist’s entry to the Trust or selection of an artist for purposes of negotiating a contract confers no rights to any artist nor obligates the Trust in any manner. The Trust reserves the right at its sole discretion and for any reason, to reject all submission entries and not award any contract and to solicit additional or different submission entries at a later time. The Trust incurs no obligation regarding this Call to Artists, or any contract resulting there from, until a contract is fully executed, and documents properly submitted and executed by all parties.

Any submission shall remain a valid entry for one (1) year after the initial submission deadline. During this period, the Trust may, in the event the selected artist fails to negotiate a satisfactory contract, fails to perform or the contract is terminated, request the artist submitting the next best entry to honor their submission entry.

Costs of developing a submission entry are solely the responsibility of the artist. The Trust shall not provide reimbursement for such costs. The Trust shall not be liable for any artist’s preparation costs for any reason, other than that paid as an honorarium to an artist or artists invited by the Selection Committee to produce sketches and/or models for the selection interview. Submission of an entry shall constitute acceptance of the terms, conditions, criteria, requirements and evaluations set forth in this Call to Artists and operates as an offer and a waiver of any and all objections to Proposer originated modifications to the contents of this Call to Artists.

All entries properly submitted shall be received on behalf of the Trust. The Trust reserves the right to reject any entry deemed to be non-responsive for failure to comply fully with the terms of the Call to Artists. However, the Trust reserves the right, at its sole discretion, to request clarifications, corrections or additional information and to waive irregularities in execution or delivery of the entry provided it is in the best interest of the Trust.

The Trust reserves the right to amend this “Call To Artists” at any time no later than five (5) working days prior to the deadline for submission of the entries, unless the amendment is for the purpose of extending the deadline or time for the receipt of this Call to Artists in which case such amendment may be promulgated at any time prior to the previously published deadline or time for submissions receipt.

All amendments to this Call to Artists will be made through BidSync. Any oral statement or representation in response to a Written Inquiry will not be binding on the Trust.

QUESTIONS:

Any and all questions, comments or inquiries regarding this Call to Artists, must be made through BidSync. Deadline for questions is seven days prior to the submission deadline published on this notice.

INSURANCE:

The artist recommended by the Selection Committee and the Oklahoma City Arts Commission shall be required to enter into a contract with the Oklahoma City Airport Trust (Trust) for the entire duration of the project (see Exhibit “C”). Depending on the specific scope of the project, prior to the issuance and throughout the duration of the contract, the artist shall be required to maintain insurance, as required by State law. A sample form is attached for reference.

CONTRACT:

In an attempt to satisfy the legal requirements of the Trust, the contract will require that artist waives rights under the Visual Artists Rights Act (VARA), and the Copyright Act of 1976. Artist shall be entitled to customary and appropriate identification as the creator of the work, including publication of artist’s copyright notice, pertaining to the creation of the work, but not to ownership, possession, or any other right. Failure to come to terms on this issue will preclude the contract award to the artist. The VARA waiver is attached and a sample contract will be provided through Amendment to this RFQ at a later date.

EXHIBIT:

- A. Example of Image ID Sheet
- B. VARA waiver
- C. Insurance Form
- D. Example Artist Contract (To follow later)

EXHIBIT "A"
EXAMPLE OF IMAGE ID SHEET

- Image 1. Title of Work (Thumbnail Here)
Media
Dimensions (H X W X D in feet and inches)
Date work completed (use only images of completed work)
Location (City, State)
Value or amount of commission
- Image 2. Title of Work (Thumbnail Here)
Media
Dimensions (H X W X D in feet and inches)
Date work completed (use only images of completed work)
Location (City, State)
Value or amount of commission
- Image 3. Title of Work (Thumbnail Here)
Media
Dimensions (H X W X D in feet and inches)
Date work completed (use only images of completed work)
Location (City, State)
Value or amount of commission
- Image 4. Title of Work (Thumbnail Here)
Media
Dimensions (H X W X D in feet and inches)
Date work completed (use only images of completed work)
Location (City, State)
Value or amount of commission
- Image 5. Title of Work (Thumbnail Here)
Media
Dimensions (H X W X D in feet and inches)
Date work completed (use only images of completed work)
Location (City, State)
Value or amount of commission
- Image 6. Title of Work (Thumbnail Here)
Media
Dimensions (H X W X D in feet and inches)
Date work completed (use only images of completed work)
Location (City, State)
Value or amount of commission

EXHIBIT "B"

**General VARA Waiver for Visual Art
(INTEGRATED ART)**

I, _____ (print name), "Artist," hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), and any other rights of the same nature granted by other federal, state or foreign laws. Artist hereby waives his/her VARA rights or other rights of the same nature for the following work(s) of visual art:

INTEGRATED ART ENTITLED:

MATERIALS:

Date: _____

Signature of Artist:

**OKLAHOMA CITY AIRPORT TRUST
CERTIFICATE OF INSURANCE**

PROJECT OR
CONTRACT NUMBER: _____

ISSUE DATE: _____



PRODUCER

ADDRESS

INSURED

ADDRESS

NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A
LETTER

COMPANY B
LETTER

COMPANY C
LETTER

COMPANY D
LETTER

COMPANY E
LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS | |
|--|---------------|-----------------------|------------------------|---------------------------------------|--|
| GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE AND TAIL COVERAGE <input type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> Ded/SIR \$ _____ | | | | GENERAL AGGREGATE | |
| | | | | BODILY INJURY (Per Person) | |
| | | | | PROPERTY DAMAGE (Per Accident) | |
| | | | | EACH OCCURRENCE | |
| | | | | MEDICAL EXPENSES (Any One (1) Person) | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT | |
| | | | | BODILY INJURY (Per Person) | |
| | | | | BODILY INJURY (Per Accident) | |
| | | | | PROPERTY DAMAGE | |
| WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma | | | | EACH ACCIDENT | |
| | | | | DISEASE - POLICY LIMIT | |
| | | | | DISEASE - EACH EMPLOYEE | |
| VALUABLE PAPERS INSURANCE (If required by Contract) | | | | | |
| EXCESS LIABILITY (If required by Contract) | | | | EACH OCCURRENCE | |
| | | | | AGGREGATE | |
| OTHER (If required by Contract) | | | | | |
| | | | | | |

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS

THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED.

CERTIFICATE HOLDER(S)

The City of Oklahoma City and
The Oklahoma City Airport Trust
**7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159-0937**

CANCELLATION

IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES, OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE SIGNATURE
TELEPHONE NUMBER ()

**CERTIFICATE OF INSURANCE EXPLANATION OF
THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation, reduction in coverages (other than an aggregate limit provision reduction) or nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract. Neither the named insured nor its insurance company may attach any endorsement(s) or rider(s) to the insurance policy or this Insurance Certificate that change or modify the insurance requirements, obligations, or additional insured status of the Trust or City in any manner. To the extent the insurance policy or any endorsement or rider is inconsistent with the contractual insurance obligations, the contractual agreement between the insured and the Trust and/or City shall control.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.

Question and Answers for Bid #RFQ-OCAT-18001 - RFQ CALL TO ARTISTS FOR WILL ROGERS WORLD AIRPORT TERMINAL EXPANSION ART PROJECT

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Sep 20, 2018 12:00:00 PM CDT