

Solicitation RFQ-OCITY-054

REQUEST FOR QUALIFICATIONS: PUBLIC ART FOR MAPS3 OK STATE FAIR BENNETT EVENT CTR

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFQ-OCITY-054
REQUEST FOR QUALIFICATIONS: PUBLIC ART FOR MAPS3 OK STATE FAIR
BENNETT EVENT CTR

| | |
|----------------------------|---|
| Bid Number | RFQ-OCITY-054 |
| Bid Title | REQUEST FOR QUALIFICATIONS: PUBLIC ART FOR MAPS3 OK STATE FAIR BENNETT EVENT CTR |
| Bid Start Date | In Held |
| Bid End Date | Sep 26, 2018 4:00:00 PM CDT |
| Question & Answer End Date | Sep 19, 2018 4:00:00 PM CDT |
| Bid Contact | Jennifer Swann Jennifer.swann@okc.gov |
| Bid Contact | City Clerk cityclerk@okc.gov |
| Bid Contact | Robbie Kienzle robbie.kienzle@okc.gov |
| Bid Contact | Cherita Brice cherita.brice@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 | ** DO NOT ZIP FILES** |

Item Response Form


| | |
|---|--|
| Item | RFQ-OCITY-054--01-01 - PUBLIC ART FOR THE MAPS3 OKLAHOMA STATE FAIR BENNETT EVENT CENTER |
| Quantity | 1 each |
| Prices are not requested for this item. | |
| Delivery Location | City of Oklahoma City and its Trusts |

No Location Specified

Qty 1

Description

Please upload Attachments here. 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.



The City of
OKLAHOMA CITY

(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
OFFICE OF ARTS & CULTURAL AFFAIRS**

Solicitation RFQ-OCITY-054

**REQUEST FOR QUALIFICATIONS:
PUBLIC ART FOR THE MAPS3 OKLAHOMA STATE FAIR
BENNETT EVENT CENTER**

DEADLINE: Wednesday September 26, 2018 by
4:00:00PM CDT



(Published in the Journal Record)

NOTICE TO PROPOSERS

Notice is hereby given that The City of Oklahoma City 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., on the 26th of September 2018, for the following:

REQUEST FOR QUALIFICATIONS (RFQ-OCITY-054) - PUBLIC ART FOR MAPS 3
OKLAHOMA STATE FAIR BENNETT EVENT CENTER

The City of Oklahoma 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 Contracting Entity through BidSync. Instructions on how to get registered to propose through BidSync can be found on The City of Oklahoma 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. deadline, on the above mentioned date. There will be no exceptions to this policy.



PROJECT:

Interior public art for the new Bennett Event Center at State Fair Park in Oklahoma City.

BUDGET:

\$335,000.00

DEADLINE:

4:00:00PM (CDT) on Wednesday September 26, 2018

DESCRIPTION:

The City of Oklahoma City announces this **call for professional artists** to submit their qualifications to be considered for a contract to create public art that will serve as a dynamic attraction in the lobby of the Bennett Event Center. Works of interactive art that respond to motion, air movement, sound, meteorological conditions, or other stimuli, and that incorporate the use of light and possibly sound are particularly encouraged.



Figure 1: Exterior of Bennett Center

BACKGROUND

The 290,000 square-foot Bennett Event Center offers 200,000-square-feet of contiguous floor space, making it the largest event space in Oklahoma City. The expo building's modern design by Populous features a 15,000-square-foot lobby, concession areas, a ticket space, commercial kitchen and parking for more than 2,000. A combination of glass and translucent wall panel creates an open, light-filled entrance. The work sought through this announcement will be situated in the lobby; the exact location(s) will be proposed by the artist. Any material and medium may be considered, including metal, wood, paint, mosaic, relief, mobiles, New Media work, etc.



Figures 2 and 3: Interior views of Bennett Center lobby

ELIGIBILITY:

This opportunity is open to all practicing artists who are at least 18 years of age. Artists with prior public art experience, both those who reside in the Oklahoma City metropolitan area and those who live and work elsewhere, are encouraged to submit proposals. Submissions from artist teams are particularly encouraged. All artists and artist teams selected for final proposals must attend all required information sessions and site visits.

Proposers/proposer teams should have a wide variety of skills and training such as fabrication, structural engineering, electrical engineering, lighting design/installation, and contractor management. Proposers must demonstrate that they have skills necessary for the successful completion and installation of the proposed design, or can hire and work with qualified professionals to complete required work.

SELECTION CRITERIA:

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 approach and style to the project's intent and site
4. Availability to work within project time frame and to be present in Oklahoma City during the design review public 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
9. Other criteria as may be established by the jurors. Any additional criteria will be outlined in the jury's written instructions provided to artist(s) invited to compete in the second stage of the competition.

SUBMISSION THROUGH BIDS SYNC:

Proposers must register with [BidSync](#) and submit their qualifications electronically through BidSync. The City and its Trusts recommend 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 to the City or its Trusts 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 register to propose through BidSync can be found on the Bidding page of the City's website (www.okc.gov/departments/bidding). Additionally, detailed instructions are included below:

First time registration in BidSync:

- Go to 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"
- Chose "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. Any current RFQs/RFPs from the Oklahoma City Office of Arts and Cultural Affairs should appear, if you have registered as directed.
5. Click on the title of the RFQ/RFP you wish to apply for.
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 September 26, 2018 deadline established in this announcement. Documents should be Word or PDF format. Do not submit a Pages document; if you work in Pages convert the document to PDF. Do not zip files.

Artist Statement

The artist statement is developed by the artist who will be the principal contact and project manager. If the art will be submitted by 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 and/or team member, 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 USED. 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. Initial selection committee review is "blind"; **no identifying information of the artist/team, or anything but the artwork itself can be on these initial images.**

Image ID Sheet

See sample Image ID sheet below. Create a similar form with the same information and upload along with required images and documents. Include thumbnails. Please include your name and contact information on this and every other document you submit.

SELECTION PROCESS:

After the submission deadline, artist 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 advanced to the committee.

The selection committee will be comprised of (but not limited to):

- CEO of Oklahoma State Fair, Inc.
- State Fair Staff
- MAPS 3 Sub-Committee Stakeholder(s)
- Arts Commissioner
- Professional Public Art juror
- Project Architect/designer

The selection committee will be highly involved in the selection of finalists and recommendation of project award. At the first selection meeting, the committee will produce a short-list of three to five finalists. This is a two-step process. First, the field of submittals is narrowed by evaluation based on the images and image information only. Jurors see submitted images and hear the description given on the image ID sheet. Each juror ranks the artist from 1 (low) to 5 (high) and results are tabulated. (**Note: it is critical that artists submit their best images of relevant work.**) Second, among artists with the highest vote totals, finer distinctions are made using information from the artist resumes, statements, and references. Three to five finalists are selected for the final round, where all submitted information will be used in selecting the winning artist/artist team.

The finalists will then be invited to participate in two events:

1. The first is a mandatory site tour for a first-hand look at the design, layout and building materials and finishes. Artists will meet local representatives and hear about the project and relevant history. The local representatives will also familiarize the finalists with the design and materials of any future elements to be added, and requirements for the final selection interview.
2. The second is an in-person presentation interview with the Selection Committee, where the artist will present a site specific conceptual design resulting from what was learned from the mandatory site tour. The artist 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 the 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 and the site selected
- Statement about any conflicts in schedule for project delivery or execution
- 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 artist/artist team selected and invited, who participate fully in the mandatory site tour and design presentations will be paid \$2,500.00 for their conceptual design report (art proposal). There will be no reimbursement of any kind for materials, travel, lodging, or other expenses incurred in participation. Payment will be made within 30 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 City of Oklahoma City (The City). The City 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 City 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. **Interested proposers are strongly encouraged to register on BidSync as soon as possible.**

Call to Artists Announced Wednesday August 29, 2018
Deadline for Artist Submissions..... No later than 4:00:00 pm CDT Wednesday September 26, 2018
First Selection Committee Jury..... Week of October 8, 2018
Notification of Jury Resultsby Friday October 12, 2018
Deadline for Artists to accept/decline invitation to interview Monday October 15, 2018
Mandatory Site Tour for Artists..... Wednesday November 28, 2018
Second Jury/Finalist Interviews..... Wednesday January 9, 2019
Notification of SelectionFriday January 11, 2019
Final Contracting PeriodEarly 2019

OTHER SUBMISSION ENTRY INFORMATION:

The City reserves the right to withdraw this Call to Artists at any time and for any or no reason. Receipt of submission entries by The City or submission of an artist’s entry to The City or selection of an artist for purposes of negotiating a contract confers no rights to any artist nor obligates The City in any manner. The

City 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 later. The City incurs no obligation regarding this Call to Artists, or any contract resulting there-from, until a contract is fully completed and documents properly submitted and executed by all parties.

Any submission shall remain a valid entry for six (6) months after the submission deadline or until The City executes a contract, whichever is sooner. The City may, in the event the selected artist fails to negotiate a satisfactory contract or fails to perform and the contract is terminated within forty-five (45) days of its initiation, 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 City will not provide reimbursement for such costs. The City will 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 and Proposer originated modifications to the contents of this Call to Artists.

All entries properly submitted shall be received and reviewed by The City. The City 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 City 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 City.

The City 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, including any extension of the deadline or time for the receipt of 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 City of Oklahoma City.

QUESTIONS:

All questions, comments or inquiries regarding this Call to Artists, must be made through BidSync. Deadline for questions is seven (7) days prior to the submission deadline published on this notice.

INSURANCE:

The artist recommended by the Oklahoma City Arts Commission will be required to enter into contract with The City of Oklahoma City (City) for the entire duration of the project. Depending on the specific scope of the project, prior to the issuance and throughout the duration of the contract, the artist/curator shall be required to maintain insurance, as required by The City. A sample contract is attached for reference.

CONTRACT:

The selected artist must be willing to negotiate a contract satisfactory to The City. In the event The City is unable or unwilling to successfully negotiate with the artist submitting the best entry, The City reserves the option of rejecting the artist and negotiating with the artist submitting the next best entry.

To satisfy the legal requirements of The City of Oklahoma City, the contract will require that artist waives all rights under the Visual Artists Rights Act (VARA); however, after its receipt of the written waiver, The City may be willing to reinstate to the artist certain VARA Trademark rights. The extent of VARA rights to be reinstated is open for negotiation between The City and the artist; however, failure to come to terms on this issue will preclude the contract award to the artist. A sample VARA waiver is attached for reference.

Attachments:

- Example of Image ID Sheet
- VARA waiver
- Contract

SAMPLE IMAGE ID SHEET

| | |
|----------|--|
| Image 1. | Title of Work (Thumbnail Image 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 Image 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 Image 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 Image 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 Image 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 Image 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

**General VARA Waiver for Sculptural Works of Visual Art
(SCULPTURE)**

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 for the following work(s) of visual art:

SCULPTURE ENTITLED:

MATERIALS:

Date: _____

Signature of Artist: _____

EXAMPLE ARTIST CONTRACT

(example only)

1% FOR ART - PUBLIC ART COMMISSION AGREEMENT

PROJECT:

This Agreement made and entered into this _____ day of _____, 2018, by and between THE CITY OF OKLAHOMA CITY, hereinafter called "CITY" and ARTIST NAME, hereinafter called "ARTIST", for the delivery and installation of a full-scale WORK of art, hereinafter "TITLE OF WORK HERE", also hereinafter called the "WORK."

ARTIST was selected pursuant to a competitive process by CITY to deliver and install a full-scale WORK of art at the location named in Exhibit "A" (the "location") and ARTIST is willing to provide such services and such WORK, as set forth in Exhibit "B", attached hereto and made a part of this Agreement.

CITY desires to contract with the ARTIST for the design, fabrication, delivery and installation of the WORKs on such terms and conditions as hereinafter follow:

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, CITY and ARTIST agree as follows:

Section I—ARTIST’S BASIC SERVICES

The ARTIST’S WORK shall reflect concepts and designs as depicted in the proposal and recommended by the selection panel and Oklahoma City Arts Commission, which concepts and designs are set forth in Exhibit "B" attached hereto and made a part of the Agreement.

ARTIST may discuss the WORK or its requirements with various departments of the City, but all specific direction to or requests of the ARTIST shall be authorized by the Liaison of Arts & Cultural Affairs of the City of Oklahoma City, hereinafter called "ARTS LIAISON", or designee.

ARTISTS are responsible for delivery of the WORK to and installation of the WORKs at the Location and for all services and expenses associated with the delivery and installation of the WORK (including all necessary supplies, materials and equipment requirements).

ARTIST shall install the WORK so as to conform to the requirements of all City of Oklahoma City and State of Oklahoma laws, ordinances, codes, regulations, and requirements which affect installation of the WORK. If requested, ARTIST shall assist in filing any documents required to secure approval of all governmental authorities having jurisdiction.

A. Commencement of WORK

1. Upon receipt by ARTIST of the executed Agreement, WORK shall commence.
2. The goal of the parties is a (DESCRIPTION OF WORK HERE0 that represents the creative talents of ARTIST and satisfies the specifications of CITY. The parties recognize that they must consult closely to accomplish these goals and that changes in the design may become desirable as the WORK is fabricated, under ARTIST'S personal supervision, in conformity with the approved concept as shown in Exhibit "B" attached hereto. The WORK shall not deviate from the approved concept as shown in Exhibit "B" unless a non-conforming change is approved in writing by the Liaison of Arts & Cultural Affairs or (Her designee).
3. ARTIST shall avoid the use of materials or finishes known to be hazardous or potentially hazardous, including asbestos or any derivative thereof. ARTIST shall report to the ARTS LIAISON any material or finish hazard and any action taken by the ARTIST to minimize or eliminate the hazard.
4. Once the WORK has been fabricated, ARTIST shall submit a report to the ARTS LIAISON certifying that the WORK has been completed. The report shall include plans for installation and a description of any activities requiring coordination with CITY.

B. Delivery and Installation Phase

1. The WORK shall not be delivered to the location or installed until ARTIST has received written approval from ARTS LIAISON that the specific installation plans submitted by ARTIST have been approved by the City Engineer and CITY, which authorization shall not be unreasonably withheld.
2. Following delivery of the WORK, ARTIST shall install the WORK at the Location in the manner as provided in Exhibit "A". ARTIST shall be responsible for all expenses, labor and equipment involved with installation of the WORK. Provided however, CITY shall, at its own expense, prepare the area at which the WORK shall be installed by ARTIST.
3. All risk of destruction, or damage to, the WORK or any part thereof from any cause whatsoever shall be the responsibility of ARTIST until delivery, installation and final acceptance of the WORK by the ARTS LIAISON, except that the risk of loss or damage shall be borne by CITY prior to final acceptance of the WORK during such period of time as the partially or wholly completed WORK is in the custody, control or supervision of CITY or its agents. ARTIST shall provide the ARTS LIAISON and CITY with at least two (2) weeks' notice of the date of installation.
4. Arrangements for access to the Location for installation must be made through the ARTS LIAISON or other authorized representative, and access thereto shall not be scheduled until CITY has received from the ARTIST a Certificate of Insurance as required in Section IX. Access may be scheduled for weekends as well as during normal business hours, upon prior arrangement.

5. ARTIST shall notify the ARTS LIAISON in writing when the WORK is installed and all services have been completed to secure final acceptance by CITY.

Section II—CITY’S RESPONSIBILITY

CITY shall provide the following:

- A. Information, including requirements and specifications for the location of the WORK. The location of the WORK shall be at the site as shown in Exhibit “A”. All specifications are to be provided by (COMPLETE)
- B. Examination of materials and information submitted by the ARTIST and prompt rendering of decisions pertaining thereto, to avoid unreasonable delay in the progress of the WORK. Response to the ARTIST’S written request for decisions related to the WORK shall be made as soon as reasonably possible.
- C. As part of the plans for the construction of the site, CITY shall make the following changes, at CITY’s cost, to the site prior to installation of the WORK:

(TO BE NEGOTIATED)

- D. Final acceptance of the WORK shall be effective as of the earlier to occur of (1) the date of the CITY’S notification of final acceptance or (2) the 30th day after the ARTISTs has sent written notice to the ARTS LIAISON as required under Section I.B.5 unless the ARTS LIAISON, upon receipt of such notice and prior to the expiration of the 30-day period, gives the ARTISTs written notice specifying and describing the services which have not been completed.

Section III—COMPENSATION AND PAYMENTS

- A. Following approval of this Agreement by CITY, payments shall be made to ARTISTs as follows, in full consideration of the fabrication, delivery and installation of the WORK titled “(TITLE OF WORK HERE),”

(THIS SECTION TO BE NEGOTIATED)

- B. All requests for payment shall be submitted to the ARTS LIAISON for review and approval, and shall be in accordance with CITY procedures, which procedures will be attached to this agreement.
- C. Compensation and payment to ARTIST for artwork under this contract shall not exceed \$xxx,xxx.

Section IV—TERMINATION OF AGREEMENT

In the event that either party willfully or negligently fails to fulfill in a timely manner any of the stipulations of this Agreement, or otherwise violates such stipulations or commits an event of default hereunder, then the other party shall thereupon have the right to terminate this Agreement by giving written notice by certified mail, return receipt requested, to the defaulting party of its intent to terminate and specify the grounds therefor. The defaulting party shall have 30 days after the receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate.

In the event that this Agreement is terminated by the ARTIST before installation of the WORK without fault on the part of CITY, the ARTIST shall refund to CITY all monies paid by CITY to the ARTIST for the performance of WORK under this Agreement. The ARTIST may then retain the WORK, together with any models, plans or drawings and all materials and supplies purchased for the WORK, for the ARTIST'S own use without restrictions.

In the event this Agreement is terminated by CITY without fault on the part of the ARTIST, the ARTIST shall be entitled to a final payment or settlement as set forth in either of the following options set forth in Section IV A or B as the ARTIST deems appropriate. Exercise of either of these options by the ARTIST shall not prevent the ARTIST from pursuing a remedy otherwise available to ARTIST in law or equity.

- A. The ARTIST shall be paid an amount equal to the percentage of the WORK done at the time the Agreement is terminated, as determined by the schedule attached hereto as Exhibit "C." The Installation Phase shall be included when computing the percentage of WORK done. If payments previously made to the ARTIST exceed the total amount due, as computed above, then the ARTIST shall deliver to 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 WORK of the ARTIST; or
- B. The ARTIST may refund to CITY all monies paid by CITY prior to the time of termination and shall then retain the WORK, together with any models, plans, or drawings and all materials and supplies purchased for the WORK, for the ARTIST'S own use without restrictions.

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, CITY may require either of the options that would have been available to the ARTIST in this section. Exercise of either of these options by CITY shall not prevent CITY from pursuing a remedy otherwise available to it in law or equity.

Section V—GENERAL CONDITIONS

- A. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.
- B. The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto in writing signed by both parties.
- C. Neither the performance of this Agreement, nor any part thereof, nor any monies due or to become due thereunder may be assigned by ARTISTS without the prior written consent and approval of CITY.

- D. The death or incapacity of ARTIST shall automatically terminate this Agreement. The ARTIST'S estate shall have no further right to perform hereunder. In the event of such automatic termination, ARTIST'S estate shall be entitled to retain any payments already made by CITY pursuant to the schedule set forth in Exhibit "C" hereto and shall be entitled to any payments owed ARTIST by CITY pursuant to Section III hereinabove. CITY shall be entitled to claim the WORK and any unused materials specifically acquired for its execution and to have the WORK completed by another person in accordance with the preliminary designs.
- E. Nothing contained in the terms of this Contract shall create or give to third parties, any claim or right of action against CITY.
- F. ARTIST shall protect adjoining property and nearby buildings, including CITY or City buildings, City roads and public streets or roads from dust, dirt, rubbish or other nuisance arising out of ARTIST'S operations or storage practices.
- G. ARTIST shall perform no construction operations of any nature on, over or across premises except such construction operations as are specifically authorized in ARTIST'S plans or specifications, or as otherwise authorized by CITY.
- H. ARTIST shall comply with all applicable laws, statutes, ordinances, regulations, and administrative requirements including but not limited to safety and engineering regulations and requirements of CITY.
- I. Directly upon completion of the installation of the WORK, ARTIST shall remove from location all equipment and any waste materials not previously disposed of, leaving location thoroughly clean and ready for CITY'S final inspection.
- J. Installation and worker safety shall be in conformance with Oklahoma laws and regulations.
- K. ARTIST shall be responsible for all mailing, shipping, transportation and travel expenses required under this Contract and all Federal and State income taxes on the amount of this Contract, as well as any State and City sales tax which might be required.
- L. ARTIST and all agents and employees of ARTIST shall observe and comply with all prevailing Federal, State and City laws, ordinances, regulations and requirements which in any way affect conduct or WORK of this Contract.
- M. ARTIST shall comply with the provisions of this Agreement pertaining to discrimination and accepting applications or hiring employees. ARTIST shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, sex, or national origin, physical handicap, ancestry or age. Such action shall include: employment, upgrading, demotion, transfer, recruitment, or forms of recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. ARTIST agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provision of this equal opportunity clause. ARTIST further agrees to insert the foregoing provisions in all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Agreement.
- N. ARTIST is and shall be an independent contractor and is not an agent or employee of CITY. Any provisions in this Agreement that appear to give CITY the right to direct ARTIST as to the details of doing the WORK or to exercise a measure of control over the WORK means that ARTIST shall

follow the wishes of CITY as to the results of the WORK only, which shall comply with all applicable laws and ordinances.

- O. This WORK, as created by the ARTIST for CITY pursuant to this Agreement, shall be considered a "WORK made for hire" as defined by Title 17, U.S.C Sections 101 and 201(b) (the United States Copyright Act of 1976), as it is a work specially ordered and commissioned for use as a contribution to CITY'S collective work of art throughout the City.
- P. Prior to beginning the WORK, ARTIST shall furnish to the ARTS LIAISON for approval any names of collaborators, makers or fabricators to be used on the WORK. Any subsequent changes are subject to the approval of the ARTS LIAISON.
- Q. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Oklahoma, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Oklahoma.
- R. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

If the ARTS LIAISON, to:

ARTS LIAISON, Office of Arts & Cultural Affairs
Oklahoma City Planning Department
420 W. Main Street, 9th Floor
Oklahoma City, OK 73102

If the ARTIST, to:

ARTIST NAME, ADDRESS, CITY/STATE
AND EMAIL HERE

Section VI—INDEMNIFICATION

ARTIST agrees to release, to defend, to indemnify and to hold harmless CITY and its members, officers, agents and employees, from and against all claims, costs and damages, suits, costs expense, liability actions or procedures of any kind or nature whatsoever arising out of ARTIST'S activities under this Agreement.

Section VII—ARTIST'S REPRESENTATIONS AND WARRANTIES

- A. Defects in Material or Workmanship and Inherent Vice. ARTIST warrants that the WORK will be free of defects in workmanship or materials, including inherent vice, and that ARTISTs will, at ARTIST'S own expense, remedy any defects within a period of one year from the date the WORK is finally accepted by CITY and will not require maintenance substantially in excess of that described in the recommendations provided by ARTIST to CITY, and attached hereto as Exhibit "D." "Inherent vice" refers to a quality within the material or materials that comprise the WORK which, either alone or in combination, results in the tendency of the WORK to destroy itself.

- B. Public Safety. ARTIST warrants that the WORK will not contain sharp points or edges which CITY deems a danger to the public and agrees to cooperate in making or permitting adjustments to the WORK if necessary to eliminate such hazards which become apparent within one year of the date the WORK is finally accepted by CITY.
- C. Title. ARTIST warrants that the WORK is solely the result of the artistic efforts of the ARTIST and that it will be installed free and clear of any liens, claims or other encumbrances of any type.
- D. Unique. ARTIST warrants to the best of the ARTIST'S knowledge that the WORK is unique and an edition of one and does not infringe upon any copyright, and that ARTIST will not execute or authorize another to execute another WORK of the identical design, dimensions and materials as the WORK commissioned pursuant to this Agreement. This warranty shall continue in effect for a period consisting of the life of ARTIST plus 50 years and shall be binding on ARTIST'S heirs and assigns.

Section VIII—EXCUSE OR SUSPENSION OF CONTRACTUAL OBLIGATIONS

The parties shall be excused from performing an obligation under this Agreement if performance of that obligation is prevented by a condition beyond the control of the parties, such as acts of God, war, public emergency or strike or other labor disturbance. An obligation affected by a condition beyond the control of the parties shall be suspended only for the duration of the condition unless otherwise agreed by the parties. Both parties shall take reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists.

Section IX—INSURANCE-TYPE, AMOUNT, AND DURATION

ARTIST shall:

- A. Procure and maintain throughout the fabrication, transportation and installation phases of this Agreement, worker's compensation or employer's liability insurance to the extent and in the manner required by the statutes of the State of Oklahoma. ARTIST shall furnish ARTS LIAISON with a certificate of such insurance which shall provide that CITY is an additional insured under said policy or policies and that said policy cannot be canceled except upon (30) days advance written notice to CITY.
- B. Procure prior to entering the location for the purpose of installing the WORK and maintain until final acceptance of the WORK:
 - 1. General Commercial Liability Insurance with responsible insurance underwriters acceptable to CITY insuring CITY and ARTIST against all legal liability for injuries to persons caused by ARTIST'S use and occupancy of the premises or otherwise caused by ARTIST'S activities and operations on said premises, with liability limits of not less than those established in the Governmental Tort Claims Act, 51 Oklahoma Statutes § 151 et seq., for accidental and personal injury. Currently,

those limits are \$175,000 for a claim for any other loss arising out of a single act, accident, or occurrence; \$25,000 for a loss of property; and \$1,000,000 for any number of claims arising out of any single occurrence or accident. ARTIST shall furnish CITY and ARTS LIAISON with a certificate of such insurance which shall provide that CITY is an additional insured under said policy or policies

2. Property in Transit insurance, with limits of not less than the value of commissioned WORK amount.

Section X—OWNERSHIP

- A. Title. Title to the WORK shall remain in ARTIST until ARTIST is paid in full pursuant to Section III hereinabove.
- B. Ownership of Documents. Samples. Upon final acceptance of the WORK, the studies, drawings, and models prepared and submitted under this Agreement as presented to the assembled ARTIST'S selection jury shall be returned, at ARTIST'S expense, to ARTIST and shall belong to ARTIST.

Section XI—EXPLOITATION OF THE WORK AND REPRODUCTION RIGHTS

- A. Copyright. The WORK which is the subject of this Agreement is a work made for hire, and therefore not subject to the provisions of the Visual Artists Rights Act. ARTIST hereby acknowledges that once completed, the WORK shall be exclusively owned and possessed by CITY, which may make photographs/film/video, or other two-dimensional reproductions of the WORK for educational, public relations, arts promotional and other non-commercial purposes. By this document, ARTIST expressly waives any rights which may remain under 17 U.S.C. §101 et seq. (the Copyright Act of 1976). _____ (Artist's initials and date).
- B. Reproductions. ARTIST hereby authorizes CITY to make, and to authorize the making of, photographs and other two-dimensional reproductions of the WORK for educational, public relations, arts promotional and other non-commercial purposes. In the case of such use by CITY, the ARTIST shall be entitled to customary and appropriate identification as the creator of the WORK including publication of ARTIST'S copyright notice as follows: © ARTIST NAME HERE 2018. Such notice shall also be affixed to the WORK in its location of permanent display and at any location of public display or exhibition.
- C. Label. CITY shall provide and install a plaque identifying the WORK at the Location.
- D. City's Credit. ARTIST agrees that all references made by ARTIST to the WORK shall include the following credit line: "Commissioned under Oklahoma City's 1% for Arts Ordinance" or equivalent, and that ARTIST will make a good faith effort to assure that references to the WORK by others will include the same credit line.
- E. Documentation. ARTIST shall provide the CITY with one or more .jpg photo(s) of the WORK, accurate in color and detail, within thirty (30) days after the WORK has been installed.

- F. Photography. Upon reasonable notice to CITY, ARTIST shall be permitted to enter upon the premises at a mutually convenient time or times to reproduce by photographic or other means, the WORK herein.

Section XII—CARE OF WORK AND RIGHT OF RECOVERY

All parties agree that all rights pursuant to the Visual Arts Rights Act (VARA) 17 U.S.C. § 106A *et seq.*, will be waived by ARTIST. (ARTIST'S INITIALS AND DATE HERE). However, CITY promises ARTIST that:

- A. CITY shall not intentionally destroy, damage, alter, modify or change the WORK except when the condition or security of the WORK cannot be guaranteed as determined by CITY. Alterations may be made if maintenance substantially exceeds agreed upon recommendations as determined by CITY. CITY agrees that the WORK shall be properly maintained as funding is available, taking into account the instructions of ARTIST.
- B. CITY shall notify the ARTIST of any proposed alteration of the Site that would affect the intended character and appearance of the WORK and shall consult with the ARTIST in the planning and execution of any such alteration. CITY shall make a reasonable effort to maintain the integrity of the WORK.
- C. Nothing in this Section XII shall preclude any right of CITY to remove the WORK from public display.

Section XIII—REPAIR AND RESTORATION

It is the policy of CITY to consult with the ARTIST regarding repairs and restoration which are undertaken during the ARTIST'S lifetime, when that is practicable. To facilitate consultation, ARTIST shall notify the ARTS LIAISON of any change in the ARTIST'S permanent address. If the ARTIST is unable or unwilling to perform any necessary repairs or restoration, or if CITY desires to use someone other than the ARTIST to repair or restore the WORK, CITY shall have such WORK performed in accordance with recognized principles of conservation as funding is available.

Section XIV—REPUTATION

- A. CITY'S Commitment. CITY agrees that it will not use the WORK or ARTIST'S name in a way which reflects discredit on the WORK or on the name or reputation of ARTIST as an ARTIST. In the event the WORK is in some way represented in a manner not intended by ARTIST, ARTIST has the right to request that the WORK shall no longer be represented as the WORK of ARTIST.
- B. ARTIST Commitment. ARTIST agrees that ARTIST will not make reference to the WORK or reproduce the WORK, or any portion thereof, in a way which reflects discredit on CITY or the WORK.

Section XV—REMOVAL OR RELOCATION OF WORK

The WORK shall be placed in the Location designated in Exhibit "A" of this Agreement. CITY agrees that it will attempt to notify the ARTIST through the ARTS LIAISON if, for non-emergency reasons, the WORK must be removed and permanently relocated to a site not specified in Exhibit "A".

Section XVI—NO ASSIGNMENT OR TRANSFER

The personal skill, judgment and creativity of the ARTIST is an essential element of this Agreement. Therefore, although the parties recognize that ARTIST may employ qualified personnel to WORK under ARTIST'S supervision, ARTIST shall not assign, transfer or subcontract the creative and artistic portions of the WORK to another party without the prior written consent of CITY through the ARTS LIAISON.

Section XVII—SUCCESSORS AND ASSIGNS

CITY and ARTIST each bind themselves, partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants of this Agreement. ARTIST shall not assign, sublet, or transfer his interest in this Agreement without the written consent of CITY, through the ARTS LIAISON. In no event shall any contractual relation be created between any third party and CITY.

Section XVIII—ANTI-COLLUSION

ARTIST warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, and that no member of CITY, City Council, or an employee of CITY has any interest, financially or otherwise, in ARTIST'S business.

(REMAINING SPACE RESERVED FOR SIGNATURES)

**Question and Answers for Bid #RFQ-OCITY-054 - REQUEST FOR QUALIFICATIONS:
PUBLIC ART FOR MAPS3 OK STATE FAIR BENNETT EVENT CTR**

Overall Bid Questions

There are no questions associated with this bid.