

Solicitation RFQ-OCITY-096

RFQ: PUBLIC ART FOR THE WILLA D JOHNSON RECREATION CENTER AT DOUGLASS PARK

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

Bid RFQ-OCITY-096

RFQ: PUBLIC ART FOR THE WILLA D JOHNSON RECREATION CENTER AT DOUGLASS PARK

Bid Number	RFQ-OCITY-096
Bid Title	RFQ: PUBLIC ART FOR THE WILLA D JOHNSON RECREATION CENTER AT DOUGLASS PARK
Bid Start Date	In Held
Bid End Date	Sep 16, 2020 4:00:00 PM CDT
Question & Answer End Date	Sep 9, 2020 4:00:00 PM CDT
Bid Contact	Jennifer Swann Jennifer.swann@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Robbie Kienzle robbiel.kienzle@okc.gov
Bid Contact	Randy Marks randy.marks@okc.gov
Bid Contact	Aubree A Atherton aubree.atherton@okc.gov
Bid Contact	Mark Mishoe mark.mishoe@okc.gov
Bid Contact	Mark Collier mark.collier@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.

Item Response Form

Item **RFQ-OCITY-096--01-01 - RFQ: PUBLIC ART FOR THE WILLA D JOHNSON RECREATION CENTER AT DOUGLASS
PARK**

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

Upload your responses to the request for qualifications as outlined in the RFQ and any related documents to the line item. 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 BIDSYSN 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, 51 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 _____
Signature of Individual Title

Printed Name of Individual

Company Name and Address Zip Code

Telephone Number and Fax Number if any

Updated February 2017

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 _____

HR-006 (Rev. 2011) (1116)

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**

Updated 2019

(Internal use only)
PeopleSoft Vendor ID: _____ Entered by: _____
Helpdesk Ticket #: _____ Date: _____

VENDOR REGISTRATION FORM

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

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).

- 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.
Please provide the City Department or Employee you are working with: _____

- 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.

Select all types of applicable update(s):

- Address Name Tax ID Contact Information ACH/EFT Other: _____

How did you hear about us? _____

SDBE Program: Please select all applicable vendor characteristics:

- Disadvantaged Business Enterprise
- Small Business - as defined by the U.S. Small Business Administration
- Women-Owned Business - % women owned / controlled _____ %
- Minority-Owned Business - % Minority owned / controlled _____ %
- Ethnicity(ies) _____
- DUNS Number - _____

If you checked any of the above boxes, please provide a brief description of your business: _____

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities?

Do you wish to receive payments by electronic funds transfer? Check here if same as PO address

PURCHASE ORDER ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

PAYMENT REMITTANCE ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE 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](#).

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. § 8-11](#).

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

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



**THE CITY OF OKLAHOMA CITY
OFFICE OF ARTS & CULTURAL AFFAIRS**

Solicitation RFQ-OCITY-096

**REQUEST FOR QUALIFICATIONS
PUBLIC ART FOR THE WILLA D JOHNSON RECREATION
CENTER AT DOUGLASS PARK**



DEADLINE: September 16, 2020 by 4:00:00PM CDT

(Published in the Journal Record August 19, 2020)

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 16th day of September 2020, for the following:

REQUEST FOR QUALIFICATIONS (RFQ-OCITY-096)

PUBLIC ART FOR THE WILLA D JOHNSON RECREATION CENTER AT DOUGLASS PARK

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 ceramic mural for the Willa D Johnson Recreation Center at Douglass Park. The mural will be designed and fabricated with the active involvement of selected students from Douglass Middle School and Highschool. The Center will be located at 909 Frederick Douglass Boulevard near the intersection with NE 10th Street.

BUDGET

\$117,000.00

DEADLINE

4:00:00PM (CDT) on September 16, 2020

DESCRIPTION

The City of Oklahoma City (City) announces this call to professional artists to submit their qualifications to be considered for a Project to create an interior ceramic mural with the active participation of selected students attending Frederick A. Douglass Middle School and High School.



Figure 1: Architectural rendering of Willa D Johnson Recreation Center at Douglass Park

The subject matter and design of the mural will be determined by a cooperative process including the artist, students, the Oklahoma City Department of Parks and Recreation, the Office of Arts and Cultural Affairs, and other participants. The selected artist or artist team will integrate selected students into every aspect of the Project from design, through fabrication, to installation. This will include involvement in Project management, interaction with the architecture and design team, documentation, and public information dissemination.

Covid 19 planning and mitigation efforts will likely affect the schedule of this Project. Currently Oklahoma City Public Schools plan to begin online on August 31, 2020 with a return to classrooms the first week in November. Construction on the Recreation Center is anticipated to begin in late December 2020. After the selection process and City Council approval the contract for this Project will be finalized in December 2020. The selected artist will be required to be on site to begin planning and preparation in the week of January 5, 2021.

The selected artist/artist team must identify a locally based (living within a 120 mile radius of the Project site) Project Manager who is the main Project contact and who can be on site or react quickly as needed for construction meetings and other contingencies. Artists may designate themselves, if locally based.

BACKGROUND

The purpose of the Recreation Center is to promote healthy and active lifestyles, social interaction and overall quality of life for Oklahoma City residents of all ages. To accomplish these objectives, the 35,000 m.o.l. square foot building includes a mix of fitness facilities, casual social spaces, and multipurpose rooms to support a wide variety of group activities, educational programs and other events. The facility will be operated by the Department of Parks and Recreation.

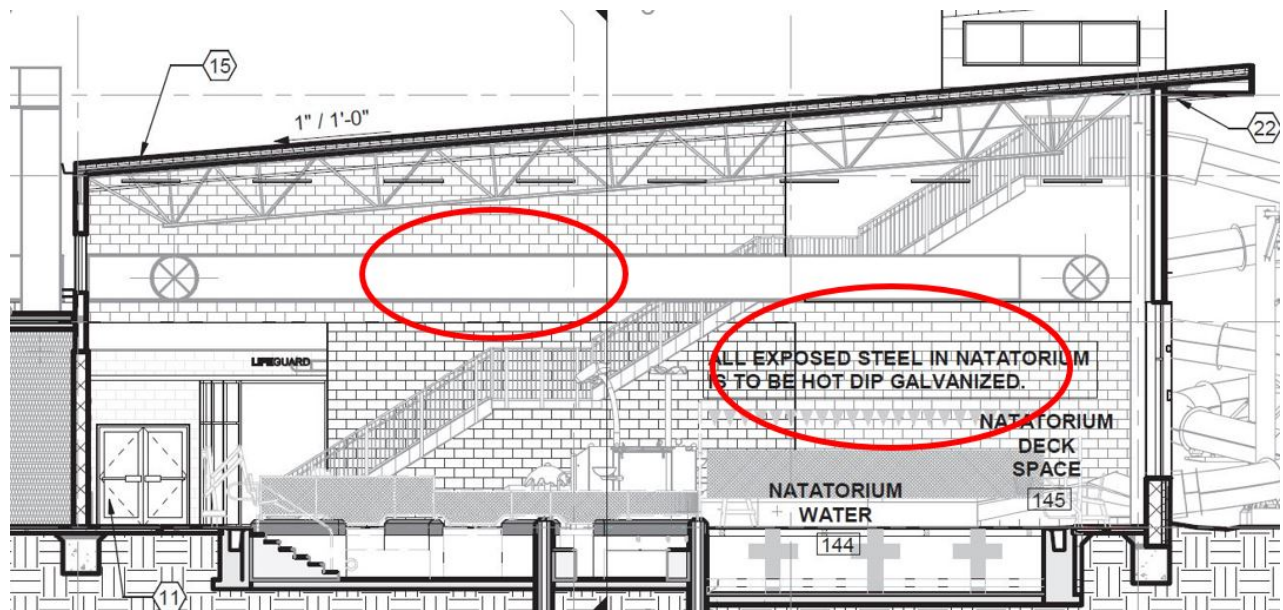


Figure 2: Architectural elevation of the west wall of the natatorium

Red ovals in Figure 2 show approximate location(s) for the mural which is anticipated to be approximately 600 square feet total. The stair will be added at a date sometime after building construction is completed and the mural must be designed and installed so that it will not be affected by the stair installation.

ELIGIBILITY

This opportunity is open to all practicing artists, at least 18 years of age. Artists with prior public art and teaching experience, both those whom reside in the Oklahoma City metropolitan area and those whom live and work elsewhere, are encouraged to submit qualifications. Submissions from artist teams are particularly

encouraged. All artists and artist teams selected for final interviews must attend all required information sessions and site visits. Artists and artist teams should have a variety of skills and experience including ceramic design and fabrication, teaching, public presentation, and budgeting of time and money, as demonstrated by images of previous works and by resume .

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. Demonstrated experience in: working with clay; firing kilns; using glazes
3. Experience with Projects of a similar scale and scope
4. Appropriateness of artist's approach and style to the Project's intent and Site
5. Availability to work within Project time frame and to be present in Oklahoma City on a preapproved schedule through completion of the Project
6. Demonstrated teaching skills; demonstrated people skills
7. Good work habits: ability to meet deadlines, experience with budgeting, good communication skills, good problem-solving abilities—as supported by references
8. Other criteria as may be established by the jurors. Any additional criteria shall be outlined in the Selection Committee's written instructions provided to artist(s) invited to final interviews

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 below:

First time registration in BidSync/ Register for free:

1. Visit: bidsync.com/the-city-of-oklahoma-city and click on the "Register for Free" button.
2. Enter your email address twice to verify that it does not already exist in our system. Once prompted to proceed, fill in all required identification fields and agree to the Terms and Conditions for bidSync.
3. Check your **inbox** of the email you provided and locate the email from notify@bidsync.com. Check your spam folders if you do not see it in your inbox.
4. Click the activation link in the email with 24 hours of receiving to activate your new BidSync account. Once your token is verified you will be asked to select your account password.
5. Create a company profile (your personal name may be used) to receive bid invitations from agencies. Verify your company address and follow the prompts to add 3 positive keywords so BidSync can search, locate, and deliver relevant solicitations for you. We recommend "public art" as one of the keywords. If you have trouble with registration or uploading, contact customer service at 800.990.9339 or support@bidsync.com.

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 16, 2020 deadline established in this announcement.

Artist Statement

The artist statement is developed by the artist who will be the principal contact and Project manager. Prepare 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 and/or team member, emphasizing public art, ceramics, and teaching experience. Please limit resume to more recent and relevant experience; two pages is generally sufficient.

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 image file names to image ID sheet, numbered and ordered consecutively (for example: *1.artist.title1; 2.artist.title2; etc*). If a team is comprised of more than 3 members, limit images to 3 per team member.

Image ID Sheet

Image ID information for each image consecutively: file name/number, title, medium, dimensions, location (city), year completed (see attached sample)

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 RFQ before presentation to the Selection Committee. Incomplete submittals will not be considered.

The Selection Committee will be comprised of (but not limited to):

- Project design team member
- Neighborhood stakeholder
- Parks Department representative
- Arts Commissioner
- Public Art juror

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, further review is made using information from the artist resumes, statements, and references. Up to three 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 participate in two events:

1. The first event is a Mandatory Site Tour of the facility under construction and the surrounding area in order for finalists to understand the site, its context, and the city, generally.
2. The second event is an online interview with the Selection Committee, where the artist will present a Conceptual Design Report, including a budget and schedule based upon what was learned from the Mandatory Site Tour. The Conceptual Design Report will include:
 - A proposed design approach for the ceramic mural
 - A draft budget for the ceramic mural Project, including materials
 - Background information about the artist, team members (if any), and each member’s role on the Project
 - One-page Artist Statement about work proposed
 - Statement about any conflicts in schedule for Project
 - Project reference contact information for each artist team member

An honorarium of \$2,000.00 will be paid to each finalist/finalist team after the presentation of a Conceptual Design Report.

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 in BidSync as soon as possible.**

Call to Artists Announced	Wednesday August 19, 2020
Deadline for Artist Submissions	No Later than 4:00:00pm CDT Wednesday September 16, 2020
First Selection Committee Meeting	Tuesday September 22, 2020
Notification of Selection Results	Wednesday September 23, 2020
Deadline for Artists to accept/decline invitation to interview	Wednesday September 23, 2020
Mandatory Site Tour; Public Meeting	Friday October 2, 2020
Finalist Presentations and Interviews	Wednesday November 4, 2020
Notification of Selection	Wednesday November 4, 2020
Approval and Contracting Period	November-December 2020
Begin Mural Program at the Johnson Rec Center	week of January 4, 2021

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 therefrom, until a contract, and documents are properly submitted and executed by all parties thereto.

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. 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, The City may 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 shall not provide reimbursement for such costs. The City shall not be liable for any artist's preparation costs for any reason, other than that paid as an honorarium to finalists for the Conceptual Design Report presented to the Selection Committee at the final interview as described in this Solicitation. 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 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 , 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 City of Oklahoma City.

QUESTIONS

All questions, comments or inquiries regarding this Call to Artists, must be made through BidSync. The deadline for questions related to this Solicitation is seven days prior to the submission deadline published on this Request for Qualifications.

INSURANCE

The artist recommended by the Oklahoma City Arts Commission shall be required to enter into contract with The 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 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.

In an attempt to satisfy the legal requirements of The City of Oklahoma City, the contract will require that artist waives rights under the Visual Artists Rights Act (VARA); however, after the written waiver, The City is willing to reinstate to the artist certain VARA Trademark rights. A sample VARA waiver is attached for reference.

Attachments:

Sample VARA waiver

General VARA Waiver for Works of Visual Art (Two-Dimensional Artwork)

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:

ARTWORK ENTITLED:

MATERIALS:

Date: _____ Signature of Artist: _____

Sample image ID sheet

Project: _____

Artist name: _____ Phone/email: _____



1.Title
Medium
Dimensions
Location (city)
Year completed:
Value:



2.Title
Medium
Dimensions
Location (city)
Year completed:
Value:



3.Title
Medium
Dimensions
Location (city)
Year completed:
Value:



4.Title
Medium
Dimensions
Location (city)
Year completed:
Value:



5.Title
Medium
Dimensions
Location (city)
Year completed:
Value:



6.Title
Medium
Dimensions
Location (city)
Year completed:
Value:

Sample public art agreement

CITY OF OKLAHOMA CITY
1% FOR ART-PUBLIC ART COMMISSION AGREEMENT
PROJECT: Name of artwork

THIS AGREEMENT, made and entered into this date day of month, year, by and between The City of Oklahoma City, hereinafter called "City," and Artist name-can also include dba name here, hereinafter called "Artist," for describe scope here and remain consistent with description throughout agreement (example: the design, fabrication, delivery and installation) of a sculpture/mural/other titled "name of artwork," hereinafter called the "Work."

Artist was selected pursuant to a competitive process by the City for design, create and install a full scale Work at the location described in Exhibit "A," hereinafter the "Location" and Artist is willing to provide such services and the 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, creation, and installation of the Work 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 1: ARTIST SERVICES

The Artist's Work shall reflect concepts and designs as depicted in the Conceptual Design Report and recommended by the stakeholder Selection Committee and the Oklahoma City Arts Commission, which concepts and designs are set forth in Exhibit "B," attached hereto and made a part of this Agreement. Artist may discuss the Work or its requirements with various departments of the City, but the Arts Liaison or her designee, hereinafter called "Arts Liaison," shall authorize all specific direction or responses to all requests of the Artist. Artist shall be responsible for design, create, and install and for all services and expenses associated with design, create, and install of the Work, including all necessary supplies, materials, equipment and permit requirements. Artist shall design, create, and install the Work to conform to the requirements of all City and State of Oklahoma laws, ordinances, codes, regulations, and requirements which affect completion 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. Work shall commence upon Artist's receipt of the executive Agreement and a written Notice to Proceed authorized by the Arts Liaison.

2. The goal of the parties is for Artist to ^{its Trusts} design, create, and install a Work titled “name of artwork,” as described in Exhibit “B.” In addition, Artist shall design and provide material specifications and other requirements as may be necessary for an appropriate art marker.
3. The Work represents the creative talents of the Artist and satisfies the specifications of the City. Both parties recognize that they must consult closely to accomplish the Work that is the goal of this agreement.

B. COMPLETION OF DESIGN

1. Artist shall request additional information from City as needed to prepare construction drawings and specifications to the satisfaction of the City.
2. Artist shall travel to the Location as necessary to field verify and coordinate with staff, consultants and general contractor regarding the Location and the Work.
3. IF STRUCTURAL: Artist shall complete an Engineering Plan. The Engineering Plan shall accurately depict the site for the Work, including dimensions in inches and feet. The Engineering Plan shall be based on plans created by the Project Architect and General Contractor, which will be provided to Artist by the City. Artist’s Engineering Plan shall include:
 - a. Elevation renderings that shall accurately depict the final “look” of the Work. The size weight and materials shall be clearly shown on the drawings. All elevation renderings shall include scale for dimension purposes and shall be signed and sealed by an Oklahoma licensed architect/engineer prior to review and for permitting purposes.
 - b. Artist shall complete Connection Drawings reflecting details of how the sculpture will be connected to the building infrastructure or the site. Connection drawings showing sizes, types of fasteners and materials shall be included. Connection Drawings shall be signed and sealed by Oklahoma licensed architect/engineer prior to review and for permitting purposes. IF NON-STRUCTURAL: Artist shall complete a Site Plan. The Site Plan shall accurately depict the site for the Work, including dimensions in inches and feet. The Site Plan shall be based on plans created by the Project Architect and General Contractor, which will be provided to Artist by the City. The Site plan shall include an aerial view and an elevation rendering that shall accurately depict the final “look” of the Work. The size weight and materials shall be clearly shown on the drawings. All elevation renderings shall include scale for dimension purposes. IF ELECTRICAL: Artist shall complete Electrical and Lighting

Plans and details shall include ^{its Trusts} complete wiring diagrams, specifications, and estimated load.

Plans shall be signed and sealed by an Oklahoma licensed architect/engineer prior to review for permitting purposes.

4. Artist may be required to complete Other Information. Depending on the installation method, additional drawings may be requested for review and permitting purposes. Any Other Information required shall be requested from Artist in writing. Artist shall then be allowed at least thirty (30) days to provide requested information.
5. 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 Artist to minimize or eliminate hazard.

C. CONSTRUCTION DRAWINGS AND SPECIFICATIONS - IF STRUCTURAL

1. Prior to Artist completion of Construction Drawings and Specifications for the Work, Artist will apply for and receive City Engineer approval. The City Engineer will use the Engineering Plan, Connection Drawings, Site Plan, Electrical and lighting Plan, and Other Information as may be requested by Public Works, including revisions that may be requested for the City Engineer's evaluation.
2. Artist shall secure all required reviews, licenses and similar legal authorizations at Artist's expense for development of the Work and pay all costs for licensing and permitting the Work as may be necessary for the installation and maintenance of the Work at the Location until final acceptance by the City.
3. Once all plans are permitted, fabrication of the Work shall begin.
4. Artist shall send monthly progress reports by the first business day of each month to okcarts@okc.gov during the term of this agreement. During fabrication, Artist shall include images of fabrication with the monthly progress report. Once fabrication of the Work is completed, 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 the City.

D. Delivery and Installation Phase

1. The Work shall not be delivered to the Location or installed until Artist has received written authorization from the Arts Liaison or her designee that the specific installation plans submitted by Artist have been approved by the 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

its Trusts
in Exhibit "A." Artist shall be responsible for all expenses, labor and equipment involved with the installation of the Work.

3. All risk of destruction of, 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 is authorized 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 a thirty (30) day notice of the proposed date of installation.
4. Arrangements for access to the Location for installation shall be as authorized through the Arts Liaison or authorized representative, and access thereto shall not be scheduled until City has received from 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 as authorized by the Arts Liaison.
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.
6. The anticipated Project schedule that includes completion is described on Exhibit "E," attached to this agreement.
7. Artist shall prepare or cause to be prepared a detailed Maintenance Plan for the Work. The Maintenance Plan is subject to changes based on finalized construction methodology and/or material selection and shall be submitted within 30 days following Final Acceptance of the Work.

Section II-CITY'S RESPONSIBILITY

- A. City shall provide all information, including requirements and specifications, for the Location of the Work, which shall be as shown on Exhibit "A." All specifications shall be provided as authorized through the Arts Liaison.
- B. City shall examine materials and information submitted by the Artist and promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Work, unless City must rely on a third-party Conservatory or other expert for decisions. Response to the Artist's written request for decisions related to the Work shall be made in writing as soon as reasonable possible.
- C. City shall provide final acceptance of the Work to 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 Artist has sent written notice to the Arts Liaison as required under Section I.D.5., unless the Arts Liaison, upon receipt of such notice and prior to the

expiration of the 30-day period, authorizes ^{its Trusts} written notice to the Artist specifying and describing the services which have not been completed.

- D. City, through the authorization of the Arts Liaison, shall provide technical assistance and recommendations to Artist to secure all required reviews, licenses and similar legal authorizations, licensing and permitting for the Work as may be necessary for the installation and maintenance of the Work at the Location until final acceptance by City.

Section III-COMPENSATION AND PAYMENTS

- A. Following approval of this Agreement by the City, payments shall be made to Artist in full consideration of the design, fabrication, delivery and installation of the Work as described on Exhibit "G," attached to this agreement.
- 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 are described on Exhibit "D," Processing Artist Claims for Payment, attached to this Agreement.
- C. Compensation and payment to Artist for Work under this contract shall not exceed \$XXX, as described on Exhibit "C," attached to this agreement.

Section IV-TERMINATION OF AGREEMENT

If 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 to the defaulting party by certified mail, return receipt requested, of its intent to terminate and specifying the grounds for the termination. The defaulting party shall have thirty (30) days after the receipt of a termination notice to cure the default. If the default is not cured, then this Agreement shall terminate without further required action of the party giving notice. City may terminate this Agreement at any time, for convenience, when it is in the best interest of the City to do so.

- A. Termination by Artist

If this Agreement is terminated by Artist before installation of the Work without fault on the part of the 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 Artists own use without restrictions.

- B. Termination by City

1. 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 this paragraph, 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 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 Payment Schedule, Exhibit "G," attached to this Agreement. The Installation Phase shall be included when computing the percentage of Work completed. If payments previously made to the Artist exceed the total amount due, then the Artist shall deliver to the City the Work in whatever form it exists at the time of termination, which shall then become the property of the 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.
2. In the event this Agreement is terminated by City for fault on the part of the Artist, or in the event of any breach of the terms of this Agreement 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 Artist without the prior written consent and approval of City.
- D. Optional for Studios/Teams: The death or incapacity of individual artist name will not affect the terms of this

contract which shall be fulfilled by Artist.

- E. Nothing contained in the terms of this Agreement shall create or give to third parties any claim or right of action against City.
- F. Artist shall protect adjoining property and nearby buildings, in accordance with City's [Standard Specifications for the Construction of Public Improvements](#), including delivery to site, proper storage, and protection of City Buildings, roads and public streets from dust, dirt, rubbish or other nuisance arising out of Artist's operations or storage practice.
- 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 in writing by Arts Liaison.
- 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 the 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, 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 expense required under this Agreement and all Federal and State income taxes on the total compensation from this Agreement, as well as any State and City sales tax which may 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 under this Agreement.
- M. Artist agrees, in connection with the performance of work under this Agreement that Artist will not discriminate in accordance with the Non-Discrimination Statement, Exhibit "X," attached to this Agreement. Further, any violation of such provisions shall constitute a material breach of this Agreement.
- N. Artist states that Artist has not been a party to any collusion in the Selection, preparation of the Conceptual Design Report, or in connection with the award or approval of this Agreement as fully described on the Anti/Non-Collusion Affidavit, Exhibit "X," attached to this Agreement.
- O. Artist fully discloses all personal and business relationship that have existed within one (1) year prior to the date of this Agreement with the project architect, the engineer, staff, Selection Committee or any other party to

this project on the Personal and Business Relationship Affidavit, Exhibit "X," attached to this Agreement.

- 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 of 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.

Section VI-NOTIFICATION

- A. 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 and receipt, if delivered personally, or sent by registered or certified mail with return receipt requested and postage prepaid, as follows:

If the Arts Liaison, to:	Arts Liaison, Office of Arts & Cultural Affairs Oklahoma City Planning Department 420 W. Main, 9 th Floor Oklahoma City, OK 73102
If the City, to:	City Clerk The City of Oklahoma City 200 N. Walker Avenue, 2 nd Floor Oklahoma City, OK 73102
If the Artist, to:	artist address city, state

Section VII-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, expenses, liability actions or procedures of any kind or nature whatsoever arising out of Artist's activities under this Agreement.

Section VIII-ARTISTS' REPRESENTATIONS AND WARRANTIES

- A. Defects in Material or Workmanship and Inherent Vice. Except for unforeseen changes in environmental conditions or changes to the Location by City or by third parties affecting the Work site (including but not

limited to, damage by car or other vehicle or ^{its Trusts} equipment, intentional vandalism, tornado, windblown objects and hail), Artist warrants that the Work will be free of defects in workmanship or materials, including inherent vice, and that Artist will at Artist's own expense, promptly remedy and any defects that arise within a period of three (3) years from the date the Work is finally accepted by City. Artist further warrants that the Work will not require maintenance substantially more than that described in the recommendations provided by Artist to City for the following periods from date the Work is finally accepted by City: thirty (3) years for structural components including titanium and cabling elements; three (3) years for computers and related electronic components used for lighting programming and data input; and, the manufacturer's warranted period for LED lights. The Maintenance Plan is attached hereto as Exhibit "F." "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. City agrees that it shall exercise reasonable care and diligence to prevent conditions that may damage or otherwise degrade the materials and structure of the work.

- B. Public Safety. Artist warrants that the Work will not contain sharp points or edges or be constructed of a material which, when broken will be of such nature that the City deems it a danger to the public. Artist agrees to cooperate in making or permitting adjustments to the Work if necessary to eliminate such hazards which become apparent within three (3) years 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 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 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 IX-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.

The Schedule will be equitably adjusted to reflect delays in the work that are not the fault of the parties.

Section X-INSURANCE TYPE, AMOUNT, AND DURATION

Artist shall:

Procure and maintain throughout the fabrication, transportation and installation phases of this Agreement, any insurance, including employers' liability insurance, to the extent and in the manner required by the statutes of the State of Oklahoma. Artist shall furnish Arts Liaison and City 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 thirty (30) days advance written notice to City.

Artist shall procure, prior to entering the Location to install the Work and maintain until final acceptance of the Work by Arts Liaison:

- A. 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 X 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; \$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.
- B. Property in Transit insurance, with limits of not less than \$XXXXXXXX.

Section XI-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 and upon written request from Artist, the studies, drawings, and models prepared and submitted under this Agreement as presented to the assembled Selection Committee shall be returned, at Artist's expense, to Artist and shall belong to Artist.

Section XII-EXPLOITATION OF THE WORK AND REPRODUCTION RIGHTS

- A. Copyright. Artist shall retain all rights under 17 U.S.C. §101 et seq. (the Copyright Act of 1976), subject to section XIII of this contract and all other rights in and to the Work, except ownership and

possession, except as otherwise provided in this Agreement. ^{its Trusts} **City shall have ownership and possession to Work pursuant to the Agreement, but shall not own the copyright to the Work, which shall be retained by Artist.**

- B. Reproductions. Artist hereby authorizes City to make, or 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, Artist shall be entitled to customary and appropriate identification as the creator of the Work as follows: Name of Artist © 2020. 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. Art Marker. Artist shall create and install an art marker identifying the Work or integral to the Work. The art marker shall be developed in accordance with current standards promulgated by the Oklahoma City Arts Commission.
- 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 Art Ordinance" or equivalent, and that Artist will make a good faith effort to ensure that any and all references to the Work by others will include the same credit.
- E. Documentation.
1. During fabrication and submitted by the 5th day of every month, Artist shall provide the City with one or more publication photos of the work in progress, accurate in color and detail and in .jpg format, along with a written progress report.
 2. During installation Artist shall provide the City with one or more publication photos of the work in progress, accurate in color and detail and in .jpg format
 3. After completion Artist shall provide the City with one or more publication photos of the Work, accurate in color and detail and in .jpg format, within thirty (30) days following installation of the Work.
- 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 described herein.
- G. Publicity. The City grants to the Artist the right to use the City's name and project name and project name and description for non-commercial purposes relating to the Work, such as to identify the Work

as part of Artist's portfolio, promotional and marketing materials including, but not limited to, on its Trusts
Artist's website, and in third party publications or media.

Section XIII-CARE OF WORK, REPAIR AND RESTORATION AND RIGHT OF RECOVERY

All parties agree that application of the Visual Artists Rights Act (VARA) 17 U.S.C. § 106A *et seq.*, will be waived by Artist. _____ (Artist's initials and date). However, the City promises Artist that:

- A. City shall not intentionally destroy, damage, alter, modify or change the Work except when the condition, safety or security of the Work cannot be guaranteed as determined by the City.
- B. It is the policy of City to consult with Artist regarding repairs and restoration which are undertaken during Artist's lifetime, when that is practicable. To facilitate consultation, Artist shall notify City of any change in Artist's permanent address, email address or contact telephone number. If Artist is unable or unwilling to perform any necessary repairs or restoration, or if City desires to use someone other than Artist to repair or restore the Work, City shall have such Work performed in accordance with recognized best practices and in accordance with an Artist's workplan approved by City in advance.
- C. When practical to do so, the City shall notify Artist of any proposed alteration of the Location that would affect the intended character and appearance of the Work and shall consult with Artist in the planning and execution of any such alteration. City shall make a reasonable effort to maintain the integrity of the Work.
- D. Nothing in this Section XIII shall preclude any right of the City to remove the Work from public display or to permanently relocate the Work to a Location not specified in Exhibit "A."
- E. If at any time, the City elects to remove the Work and deaccession the work from its public art collection for either surplus sale and/or destruction of the Work, City shall so advise Artist, Artist may, at its option, to be exercised within thirty (30) days following receipt of such notice, request that City convey, transfer and assign to Artist, the Work, and all City's rights to the Work, along with any and all intellectual property rights held by City and acquired under this Public Art Commission Agreement or otherwise related to the Work. If Artist requests such conveyance, transfer, and assignment, Artist shall tender payment of the surplus value of the Work utilizing the same process by which City now sells surplus goods and equipment. City shall freely make such conveyance, transfer and assignment within thirty (30) days following receipt of notice and payment, and Artist shall remove the Work from the Location within thirty (30) days following receipt of the conveyance,

transfer, and assignment from the City.^{its Trusts} If no response is received from Artist within thirty (30) days following receipt of notice from City, City may proceed with its plan to deaccession the Work from the collection and either surplus sale and/or destroy the Work.

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 way it was 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's Commitment. Artist agrees that Artist will not refer to the Work or reproduce the Work, or any portion thereof, in a way which reflects discredit on City or the Work.

Section XV-NO ASSIGNMENT OR TRANSFER

The personal skill, judgment and creativity of 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.

XVI-SUCCESSORS AND ASSIGNS

City and Artist each bind themselves, their 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 to the extent the law allows. Artist shall not assign, sublet, or transfer Artist's interest in this Agreement without the written consent of the City, through the Arts Liaison or her designee. In no event shall Artist attempt to create a contractual relationship between any third party and the City.

Section XVI-ANTI-COLLUSION

Artist warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, and that no member of The City of Oklahoma City Council, or an employee of The City of Oklahoma City, or an Oklahoma City Arts Commissioner has any interest, financially or otherwise, in Artist's business.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated by the authorized signatures below, as of the dates there set out.

APPROVED by The City of Oklahoma City and SIGNED by the Mayor this _____ day of _____, 2020.

Question and Answers for Bid #RFQ-OCITY-096 - RFQ: PUBLIC ART FOR THE WILLA D JOHNSON RECREATION CENTER AT DOUGLASS PARK

Overall Bid Questions

There are no questions associated with this bid.