

Solicitation RFQ-OCITY-116

Call to Artists: RFQ for Public Art for Civic Center Music Hall

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFQ-OCITY-116

Call to Artists: RFQ for Public Art for Civic Center Music Hall

Bid Number	RFQ-OCITY-116
Bid Title	Call to Artists: RFQ for Public Art for Civic Center Music Hall
Bid Start Date	In Held
Bid End Date	Feb 16, 2022 4:00:00 PM CST
Question & Answer End Date	Feb 9, 2022 4:00:00 PM CST
Bid Contact	Randy Marks randy.marks@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Robbie Kienzle robbiel.kienzle@okc.gov
Bid Contact	Aubree A Atherton aubree.atherton@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-116--01-01 - RFQ-OCITY-116 for Public Art for the Civic Center Music Hall
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts <u>No Location Specified</u>

Qty 1

Description

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

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

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

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

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

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

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

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

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

13. PAYMENTS AND DISCOUNTS:

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

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

Oklahoma Open Records Act and Confidential Information

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 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 agreement 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 agreement approval.

NON-COLLUSION AFFIDAVIT

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

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders 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, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders 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. The Proposer/Bidder 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 pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

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

Type Name of Authorized Agent/Representative 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/proposal to be considered.]

Signed and sworn to before me on this _____ day of _____ by _____
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: _____ [Oklahoma] _____ Type Name of Notary Public

My Commission Expires: _____ [Date/Year] _____ Signature of Notary Public
[49 Okla. Stat. 2011 §119]

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

_____ City Department _____ City Employee

- 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 DUNS Number - _____
 Women-Owned Business - % women owned / controlled _____ %
 Minority-Owned Business - % Minority owned / controlled _____ %
 Ethnicity(ies) _____

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 _____

(Published in the Journal Record January 19, 2022)

NOTICE TO PROPOSERS

Notice is hereby given that _____ The City of Oklahoma City (“Contracting Entity”) 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 February _____, 2022, for the following:

REQUEST FOR QUALIFICATIONS (RFQ-OCITY-116)

PUBLIC ART FOR THE CIVIC CENTER MUSIC HALL

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope 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 Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer’s reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, 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 Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves 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 an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk’s Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.

The City of Oklahoma City Office of Arts & Cultural Affairs

Call to Artists:

Request for Qualifications for Public Art for the
Civic Center Music Hall

RFQ-OCITY-116

Deadline for responses:

4:00:00 p.m. CDT on **February 16, 2022**



Project: City of Oklahoma City: Public Art for the
Civic Center Music Hall

Total art award: \$184,000
Bid published: January 19, 2022
Bid deadline: February 16, 2022

The artwork sought through this call to artists is two lighted sculptures to be suspended from the ceiling of the main lobby of the Civic Center Music Hall. The sculptures will have integral lighting to illuminate the details of the work. All electrical components must be UL Listed and Rated. Full details of electrical requirements will be provided to Project Finalists.



Image 1: Main lobby of the Civic Center (from north to south)



Image 2: Main lobby of the Civic Center (from south to north)

Background

The Civic Center Music Hall (CCMH), originally named Municipal Auditorium, was built in 1937 as part of a grand civic campus including the Oklahoma County Office Building, the City Hall of Oklahoma City, and the Oklahoma City Police Headquarters, all of which are art deco style featuring art deco motifs inside and out. The CCMH has periodically undergone significant improvements, most recently in the 1990s. The current project expands the building to the north and upgrades elements of the lobby and reception and ticketing areas.

The CCMH is home to the Oklahoma City Philharmonic and the Oklahoma City Ballet. It is the favored local venue for touring Broadway productions, serves as a mid-size concert venue, and is the focal point for the annual Festival of the Arts and New Years Opening Night.



Images 3-5: Examples of art deco design elements in the building

The lighted sculptures sought for this project will be an art deco or art deco inspired work that will fit artistically and aesthetically within the historic building design. They will be an edition of two works of an original one-of-a-kind design specifically for the lobby of the Civic Center Music Hall.

Budget

The total art award is \$184,000, to pay for all expenses including but not limited to: design, construction, transportation, installation, engineering, labor, artist fee, research, equipment costs, and insurance. A permanent art marker identifying the work and the artist is also required.

Eligibility

This opportunity is open to all practicing artists who are at least 18 years of age. Artist teams are acceptable and may include artist apprentices younger than 18. All artists and artist teams selected as finalists must attend the mandatory site tour and the final presentation and selection meeting. The

selected artist or team must identify a Local Project Manager (living within a 120-mile radius of the Project site) who is the main local contact and who can be on site or react within two hours of notice of construction meetings and other contingencies. Artists may designate themselves, if locally based.

Submission through Periscope

Proposers must register with [Periscope](#) and submit their qualifications electronically through Periscope (formerly BidSync). **The City and its Trusts recommend potential proposers register and become familiar with the Periscope 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 Periscope. 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. See Instructions for use of Periscope below:

First time registration in Periscope/ Register for free:

1. Visit: <https://prod.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 Periscope account. You will be asked to select your account password once your token is verified.
5. Create a company profile to receive bid invitations from agencies. Verify your company address and follow the prompts to add 3 positive keywords so Periscope 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.


What to submit

To fully respond to this Request for Qualifications, you must upload the following items to Periscope prior to the deadline established in this announcement. **DO NOT ZIP FILES:**

- Artist Contact information and References**
Include names of all team members, each person's email address and phone number. Also, provide names and contact information for two professional references. If this is a team submission by a team assembled for this project, include two references for each team member.
- Artist statement**
Make a brief statement about your approach to design and note why you or your team are uniquely suited to this Project.
- Resume(s)**
Include a concise one-page current professional resume for each artist, emphasizing public art experience if you have it, and other relevant information.
- Digital JPG or PDF Images**
Submit up to eight (8) images. If the entry is as a team there must be at least one representative work for each team member with no more than six (6) images from any individual team

member. No images are required for a team member who works in an organizational or management capacity only.

Note: Only digital (JPG or PDF) images of **completed** work will be accepted. No renderings or proposals may be included. Provide digital images in .jpg format, not to exceed 2MB in size. Match image file names to image ID sheet, numbered and ordered consecutively (for example: 1.title1; 2.title2; etc). Do not put any identifying information of the artist/team, or anything but the artwork itself on or in the images

 **Image ID Sheet**

Enter image ID information for each image consecutively: file name/number, title, medium, dimensions, city, year completed, and cost or value. You may also include a very brief one-sentence explanatory statement. See attached sample below and create a similar form in **portrait format**. The ID sheet must include thumbnail images to help identify the work.

Note: All written information must be in Word or PDF format. Documents in Pages cannot be read and will not be accepted. Please create all documents in Portrait format.

We highly recommend that you do not wait till the last minute to register and to upload required items. If you have trouble with either registration or uploading, call Periscope immediately at 800.990.9339 for customer service assistance.

Schedule of events

The following schedule is proposed for this Call to Artists. All times and dates are subject to change; the City reserves the right, as deemed necessary, at its sole discretion to adjust this schedule by written notice to all artists who have timely responded.

Call to Artists (RFQ) Announced.....	Wednesday January 19, 2022
Deadline for Submissions	4:00:00 pm CDT Wednesday February 16, 2022
First Selection Committee meeting	Friday February 18, 2022
Mandatory Site Tour	Friday March 4, 2022
Final presentations and selection	Tuesday April 5, 2022
Arts Commission presentation	Monday April 18, 2022
Council authorization and approval	date TBD April 2022
Fabrication and Installation complete.....	date TBD March 2023

Selection Committee

The Art Selection Committee may include but is not limited to:

- Arts Commissioner
- Professional Art Juror
- Stakeholders
- Civic Center Foundation representative

The Committee will evaluate all timely responses to this call and choose three finalists for the Project Art Award. The chosen finalists must attend a mandatory site tour and prepare concepts and a Conceptual Design Report to present to the Selection Committee.

Selection criteria

Submissions will be evaluated to determine whether the artist or team possesses the creativity, technical skills, and discipline required for this public art project. Criteria to be applied and interpreted by the Selection Committee in choosing the finalists include:

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. Evidence of ability to handle projects of a similar scale and scope
3. Appropriateness of artist approach and style to the project's intent and site
4. Availability to work within the project time frame
5. Price and current market value of artist's work in relation to the scope and value contemplated for this commission

Finalists will prepare and present to the Selection Committee a Conceptual Design Report. The report must include:

- Illustrations and/or models of the proposed design
- A detailed project budget
- Installation/production details (surface prep, on-site equipment, proposed timeline)
- A maintenance plan with an estimate of annual costs to maintain the proposed work
- A one-page or less statement about the proposed work
- A statement about any conflicts in artist's schedule for project (refer to Schedule of Events)

Criteria to be applied and interpreted by the Selection Committee in the Final Selection include:

1. Technical feasibility of proposed project
2. Good work habits: ability to meet deadlines, experience with budgeting, good communication skills, good problem-solving abilities—as supported by references
3. Safety, durability of construction, ease of maintenance, and permanence of materials
4. Other criteria as may be established by the Selection Committee. Any additional criteria will be outlined in the Committee's written instructions provided to artists invited to compete in the second stage of the competition

Each finalist/finalist team will be paid a fee of \$3,000 (only one \$3,000 payment per team) to include all design costs, materials, transportation, and any other costs or fees associated with competing in the selection process, attending the site tour, and making a final presentation. These fees are usually processed and paid within four weeks of the Final Selection.

Copyright

Artist shall retain all rights under 17 U.S.C. §101 et seq. (the Copyright Act of 1976), subject to rights of attribution and certain other specific rights, as well as all other rights in and to the Work, ***except ownership and possession. City shall have ownership and possession of Work pursuant to this Agreement, but shall not own the copyright to the Work, which shall be retained by Artist.*** No Work created by Artist for City, pursuant to this Agreement or any other agreement, shall be considered a "work made for hire" as defined by Title 17, U.S.C §§ 101 and 201(b) (the United States Copyright Act of 1976).

Other submission information

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

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 at any time. City incurs no obligation regarding this Call to Artists, or any contract resulting there from, until a contract is fully negotiated, and all documents have been properly submitted and executed by all parties.

Costs of developing a submission entry are solely the responsibility of the artist. City will not provide reimbursement for such costs. City will not be liable for any artist's preparation costs for any reason, other than that fee paid as an honorarium to an artist or artists invited by the Selection Committee to produce sketches and/or models for the selection interview, which amount is specifically referenced in the final paragraph of the Selection Criteria section of this document. Submission of an entry will constitute acceptance of the terms, conditions, criteria, requirements, and evaluations set forth in this Call to Artists (RFQ-OCITY-116) 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 will be received and reviewed by City. 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. City also 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 City.

Selected artist will be required to provide the City of Oklahoma City with:

- - A certificate of insurance for workers' compensation and liability coverage; or an Affidavit of Exempt Status from the State of Oklahoma. Insurance must be in force prior to entering the location of the artwork, for all purposes related to completing the artwork and until final acceptance of the Work by the Arts Liaison.
- - 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 will furnish CITY and Arts Liaison with a certificate of such insurance which will provide that CITY is an additional insured under said policy or policies, and which will be in effect for the duration of the Agreement.
- A fully executed General Waiver for Works of Visual Art for each participating artist, a sample of which is included in this Call to Artists.

Example of image ID sheet

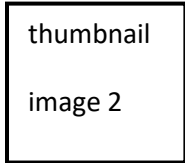
Artist name: _____ Artist email: _____ Artist phone: _____

1. Image



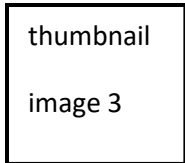
Title of Work
Media
Dimensions (H X W X D in feet and inches)
Date work completed (use only images of completed work)
Location (City, State)
Value or amount of commission
Brief statement (if desired, and one sentence only please)

2. Image



Title of Work
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
Brief statement (if desired, and one sentence only please)

3. Image



Title of Work
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
Brief statement (if desired, and one sentence only please)

Etc. up to 8 images

Sample VARA waiver for information only

General VARA Waiver for Works of Visual Art

I, _____ (print name), “Artist,” hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code (The Visual Artists Rights Act of 1990, “VARA”), and any other rights of the same nature granted by other federal, state, or foreign laws. Of his/her own free act, Artist hereby waives his/her VARA rights with respect to the uses specified below, and acknowledges that The City of Oklahoma City, or anyone duly authorized by The City of Oklahoma City, may have cause to remove said sculpture when to do so is determined to be in the best interest of The City. I understand that care will be taken to preserve the integrity of the piece.

Artist hereby further asserts that he/she has a copyright in and to the aforementioned Sculpture, and retains the exclusive right to make copies, including photographs of the placed Sculpture, and the right to create derivative works during placement of the Sculpture at:

Address

WORK ENTITLED: _____

MATERIALS: _____

SPECIFIED USES: Artistic enhancement of the property located at the above address in Oklahoma City.

Date: _____ Signature of Artist: _____

Sample public art agreement for information only

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," will authorize all specific direction or responses to all requests of the Artist. Artist shall be responsible for design, creation, and installation, and for all services and expenses associated with design, creation, and installation 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 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 will 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 will accurately depict the site for the Work, including dimensions in inches and feet. The Engineering Plan will 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 will accurately depict the final "look" of the Work. The size, weight and materials of the Work 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 an 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 shall 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 will complete Electrical and Lighting Plans and details shall include 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 will be requested from Artist in writing. Artist will then be allowed at least thirty (30) days to provide the 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 shall 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 shall 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. Fabrication of the Work shall begin once all plans are permitted..
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 will 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 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 will 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 will be as authorized through the Arts Liaison or authorized representative, and access thereto will 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 will provide all information, including requirements and specifications, for the Location of the Work, which will be as shown on Exhibit A. All specifications will be provided as authorized through the Arts Liaison.
- B. City will 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 will be made in writing as soon as reasonable possible.
- C. City will 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 written notice to the Artist specifying and describing the services which have not been completed.
- D. City, through the authorization of the Arts Liaison, will 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 will be made to Artist in full consideration of the design, fabrication, delivery and installation of the Work as described on Exhibit C, 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 F, Processing Artist Claims for Payment, attached to this Agreement.
- C. Compensation and payment to Artist for Work under this contract will not exceed \$XXX, as described on Exhibit E, 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 will 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 will have thirty (30) days after the receipt of a termination notice to cure the default. If the default is not cured, then this Agreement will 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, Artist shall refund to City all monies paid by City to Artist for the performance of work under this Agreement. 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 Artist, 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 Artist deems appropriate. Exercise of either of these options by Artist will not prevent Artist from pursuing a remedy otherwise available in law or equity.
 - a. 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 will be included when computing the percentage of Work completed. If payments previously made to Artist exceed the total amount due, then Artist will deliver to the City the Work in whatever form it exists at the time of termination, which will then become the property of the City for use without restriction, except that it will not be represented to be the Work of Artist; or

- b. Artist may refund to City all monies paid by City prior to the time of termination and will then retain the Work, together with any models, plans, or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions.
2. In the event this Agreement is terminated by City for fault on the part of Artist, or in the event of any breach of the terms of this Agreement by Artist, City may require either of the options that would have been available to Artist in this section. Exercise of either of these options by City will 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 will not be construed to be a waiver of such provisions, nor will 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 will 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 will 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, 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 City.
- I. Directly upon completion of the installation of the Work, Artist will 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 will be in conformance with Oklahoma laws and regulations.
- K. Artist shall be responsible for all mailing, shipping, transportation, and travel expenses 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 G, 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 Non-Collusion Affidavit, Exhibit H 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 H, 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, 9th Floor
Oklahoma City, OK 73102

If the City, to: City Clerk
The City of Oklahoma City
200 N. Walker Avenue, 2nd 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 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 (30) 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 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. City agrees that it will 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 will be binding on Artist's heirs and assigns.

Section IX-EXCUSE OR SUSPENSION OF CONTRACTUAL OBLIGATIONS

The parties will 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 will be suspended only for the duration of the condition unless otherwise agreed by the parties. Both parties will 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

Artists 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 Artists against all legal liability for injuries to persons caused by Artists' use and occupancy of the premises or otherwise caused by Artists' 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; \$25,000 for a loss of property; and \$1,000,000 for any number of claims arising out of any single occurrence or accident.

B. Employers' Liability Insurance and/or Workers' Compensation Insurance, to the extent and in the manner required by the statutes of the State of Oklahoma. Artists 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. An Oklahoma Workers' Compensation Certificate of Noncoverage for Artist and for each employee of Artist will be accepted in lieu of workers' compensation coverage.

C. Property in Transit insurance, with aggregate limits of not less than \$xx,xxx.

D. If the Policy limits are aggregate in nature, then insurance provider and Artists shall provide evidence from their insurer that there is adequate remaining coverage to assure compliance with the provisions of this Agreement. Artists 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 or policies cannot be canceled except upon thirty (30) days advance written notice to City.

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 will be returned, at Artist's expense, to Artist and will 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. **City will have ownership and possession to Work pursuant to the Agreement, but will not own the copyright to the Work, which will 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 will be entitled to customary and appropriate identification as the creator of the Work as follows: Name of Artist © 2020. Such notice will 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 will create and install an art marker identifying the Work or integral to the Work. The art marker will 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 will 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 will 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 will 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 will 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 will 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 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 will 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 will 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 will 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 will notify Artist of any proposed alteration of the Location that would affect the intended character and appearance of the Work and will consult with Artist in the planning and execution of any such alteration. City will make a reasonable effort to maintain the integrity of the Work.
- D. Nothing in this Section XIII will 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 will 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 will tender payment of the surplus value of the Work utilizing the same process by which City now sells surplus goods and equipment. City will freely make such conveyance, transfer and assignment within thirty (30) days following receipt of notice and payment, and Artist will remove the Work from the Location within thirty (30) days following receipt of the conveyance, transfer, and assignment from the City. 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 will 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 will 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 will 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 will 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 _____, 2022.

ATTEST:

City Clerk

MAYOR

APPROVED as to form and legality.

Assistant Municipal Counselor

ARTIST

(artist name)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Question and Answers for Bid #RFQ-OCITY-116 - Call to Artists: RFQ for Public Art for Civic Center Music Hall

Overall Bid Questions

There are no questions associated with this bid.