

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.

NOTICE TO PROPOSERS

Notice is hereby given that C e n t r a l Oklahoma Parking and Transit Authority 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 19th day of February 2025, for the following:

REQUEST FOR PROPOSALS RFQ-COTPA -25-002

Sheridan Walker Parking Garage Mural

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.

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 ☒

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 _____

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- i. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- ii. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Contracting Entity's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- iii. The certification in this clause is a material representation of fact upon which reliance was placed when the Contracting Entity determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Contracting Entity may terminate this transaction for cause of default.
- iv. The prospective primary participant shall provide immediate written notice to the Contracting Entity if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- v. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contracting Entity for assistance in obtaining a copy of those regulations.
- vi. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Contracting Entity.
- vii. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- viii. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- ix. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- x. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Contracting Entity may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

**PLEASE ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO
SUBMITTING BID**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name

Name of Authorized Representative Signing

Title of Authorized Representative Signing



Call to Artists:

Request for Qualifications for Public Art for the
Sheridan Walker Parking Garage Mural
RFQ-COTPA 25-002



Deadline for Submissions: February 19, 2025 @ 4:00 PM {CT}

Project: Public Art for Sheridan Walker Garage

Total art award: Between \$76,500 - \$122,500
Bid published: January 30, 2025
Bid deadline: February 19, 2025 @ 4:00 PM (CT)

I. Summary

In 1966, the Central Oklahoma Transportation and Parking Authority (COTPA) was born in Oklahoma City with just 18 buses in its fleet. Known as EMBARK, the hybrid city department and public trust takes on the vital role of planning, constructing, owning, and running passenger transportation systems and downtown parking facilities for the city. EMBARK doesn't just stop at buses; it offers a rich tapestry of multi-modal transit services throughout the greater Oklahoma City area. These services encompass many options, from the extensive fixed-route bus network (comprising 23 routes) to the new efficient bus rapid transit system known as RAPID. Plus, the iconic OKC Streetcar, ADA paratransit services, and river ferry transit options.

The Sheridan Walker garage in downtown Oklahoma City at the intersection of Sheridan and Walker Avenues currently has a mural that is deteriorating rapidly. This Call to Artists is for an artist or team to design a new mural, remove the current mural, prep and prime the concrete wall, paint the new mural, then cover the new mural thoroughly with UV protectant. The existing mural is approximately 5,225 square feet and will need to be removed in its entirety. After removal, there are three possible scenarios for the new mural placement. See the attached document for explanation of the scenarios. Finalists will prepare a proposal that includes all three potential scenarios.

II. Budget

The total Art Award includes all costs to remove the current mural, design, create, and paint the new mural, including but not limited to all materials, equipment, rental, research, travel, transportation, and required insurance.

III. Eligibility

This opportunity is open to all practicing artists who are at least 18 years of age. All Artists and Artist Teams selected as finalists must attend all required information sessions and site visits. Artist Teams may include Artist Apprentices younger than 18, as long as written permission is provided from the Artist Apprentice's Parent or Guardian.

The Artist or Team that is selected for the Award must identify a locally based (living within a 120-mile radius of the Project site) Project Representative, who is the main Project contact, and who can be on site or react on 24 hours' notice as needed for construction meetings and other contingencies. Artists may designate themselves, if locally based.

IV. How to Submit

Proposers must register with [Periscope](#) (BidSync) and submit their qualifications electronically through Periscope. **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. Instructions below:

First time registration in Periscope/ 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 the **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 it 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 to receive bid invitations from agencies. Verify your company address and follow the prompts to add three (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 Periscope customer service at 800.990.9339.

V. What to Submit

To fully respond to this Request for Qualifications (RFQ), you are required to complete the forms that accompany the RFQ. Instructions are on each form. Save completed forms to your computer, then upload the forms along with the images of your work into BidSync. Please do not send the entire RFQ back to us- we already have it! Do not send resumes unless specifically requested. Send only the required forms and your photos.

Upload up to eight (8) images of representative work. Note: Use digital images in .jpg or .pdf format, not to exceed 2MB in size. Enter image file names where indicated on the image information form, numbered and ordered consecutively.

We highly recommend that you begin the registration process as soon as possible, to ensure you have adequate time to properly complete your registration, and to upload required items. If you have trouble with either registration or uploading, call Periscope immediately at 800.990.9339, for excellent customer service.

VI. Selection Process and Criteria

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

- Arts Commissioner
- Embark Representative
- Stakeholders

All responses to this Call will be evaluated, and up to three (3) finalists for the Project Award will be chosen. The Finalists must attend a mandatory site tour and prepare a Conceptual Design Report to present to the Selection Committee.

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

- Artistic excellence and originality, as evidenced by representation of past work in images and other supporting materials
- Evidence of ability to handle a project of this size and scope
- Appropriateness of Artist's approach and style to the Project's intent and site
- Stated availability to work within Project time frame and to be present for required meetings
- Price and current market value of Artist(s)' work in relation to the scope and value contemplated for this commission

If selected, Finalists will prepare and present to the Selection Committee a Conceptual Design Report. The report must include the following items:

- ☐ Illustrations of the proposed design for each of the three possible scenarios
- ☐ Proposed method to remove the existing mural, if using a sub-contractor, list their business information including contact information and experience. They will need to provide proof of insurance at a later point in time if you are selected to receive the award.
- ☐ A Project budget for each scenario with sufficient detail to illustrate the Finalist's understanding of the project
- ☐ 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 500 word or less Statement about the proposed work
- ☐ A Statement about any conflicts in Artist's schedule with the proposed Project schedule
- ☐ For teams, a statement about the agreed-on roles of each individual team member

Each finalist/finalist team will be paid a fee of \$1500 (only one \$1500 payment per team) to include all design fees, 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.

VII. Schedule of events

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

Call to Artists (RFQ) Announced	Thursday, January 30, 2025
Deadline for Submissions	4:00:00 pm CT February 19, 2025
First Selection Committee meeting	Tuesday, February 25, 2025
Mandatory Site Tour	Tuesday, March 18, 2025
Final presentations and selection	Tuesday, April 22, 2025
Application due to Downtown Design Commission	Tuesday, May 13, 2025
Arts Commission review	4:00pm CT on Monday May 19, 2025
Downtown Design Commission	June 20, 2025
COTPA authorization and approval	July 11, 2025
Contracting and fabrication	TBD
Estimated project completion date	TBD

VIII. Notices

- The Artist selected for the project 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). 17 U.S.C. §106(a) The Visual Artists Rights Act of 1990, "VARA")
- COTPA reserves the right to amend or withdraw this RFQ-Call to Artists at any time and for any or no reason. Receipt of submission entries by COTPA, or submission of an Artist's entry to COTPA, or selection of an Artist for purposes of negotiating a contract, confers no rights to any Artist nor obligates COTPA in any manner. COTPA 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. COTPA incurs no obligation regarding this Call to Artists, or any contract resulting there from, until a Public Art Commission Agreement is fully negotiated, and all documents have been properly submitted and executed by all parties.
- The costs of developing a submission entry are solely the responsibility of the Artist. COTPA shall not provide reimbursement for such costs. COTPA shall not be liable for any Artist's preparation costs for any reason, other than the \$1500 fee paid to an Artist or Artist team invited by the Selection Committee to produce a Conceptual Design Report for the Selection Interview. Submission of an entry shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluations set forth in this Call to Artists, and operates as an offer and a waiver of all objections and Proposer originated modifications to the contents of this Call to Artists.
- All information in submissions to this RFQ, and any resultant Conceptual Design Reports by finalists for this project are considered to be public record by the Oklahoma Open Records Act.
- All entries properly submitted shall be received and reviewed by COTPA. COTPA 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, COTPA 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 COTPA.
- **Selected artist(s) will be required to provide COTPA with the following: (a.)** Insurance as described below; **(b.)** A VARA waiver; and **(c.)** an installed art identification marker about the Work.

Liability and Property Damage Insurance. Artist assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save The City of Oklahoma City harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Artist's operations and transportation of Artist's or the City's equipment to and from Location regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless The City of

Oklahoma City from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws, and General Liability Insurance in the following amounts:

Property Damage Liability. Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability. In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability. In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability Insurance. The Artist shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment when said equipment is utilized to meet the requirements of this Agreement.

Transit Insurance. The Artist shall maintain insurance protecting the Work or components of the Work while being transported or in transit by any means, with aggregate limits of not less than the full replacement value of the Work or combined components of the Work.

The insurance policies shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to The City of Oklahoma City. The City shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements and shall state that **such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City.** All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of the Contract. All policies must be fully insured with any single deductible not exceeding \$25,000. Certificates of Insurance shall be delivered to The City of Oklahoma City **prior to issuance of a Purchase Order. The City of Oklahoma City shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and its' Trusts are additional insureds on all policies as required by the contract."**

Unless otherwise approved by the City prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Contractor's self-insured retention.

Scenario 1 - Full Coverage: 5,225 Sq. Ft. - \$122,500



Scenario 2 - 9.9 ft. Band Coverage: 4,084 sq. ft. - \$99,500



Scenario 3 - 7 ft. Band Coverage: 2,933 sq. ft. - \$76,500



Sample VARA waiver **Do not include with the application!**

General VARA Waiver for Works of Visual Art

I, _____, (printed name of 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"), as well as any other rights of the same or similar nature granted by other federal, state, or international laws, that may accrue to me with respect to a certain work of art ("Work" or "artwork"):

Title of Work: _____

Description of Work (dimensions,
media/materials): _____

Location/Address: _____

Initial the following:

_____ I hereby acknowledge and attest that I am an author of the Work and I am authorized and fully capable of waiving the rights conferred by VARA, in accordance with the waiver provision of 17 U.S.C. § 106A(e)(1).

_____ I hereby acknowledge that the Work will be placed in the Location and will be, therefore, accessible to the public and be subject to environmental and other factors, both known and unknown.

_____ I further acknowledge that the Work may be destroyed, in whole or in part, for any reason or no reason, including, but not limited to, abuse, vandalism, neglect, property destruction, pestilence, repairs or renovations to the Location, or any other necessity otherwise occasioned, which requires removal of the Work, in whole or in part, from the Location.

Therefore, of my own free act, I hereby waive my VARA rights with respect to the uses specified above and acknowledge that the City of Oklahoma City (City), or anyone duly authorized by the City, may have cause to remove said Work when to do so is determined to be in the best interest of the City. I hereby further acknowledge a requirement for removal of the Work to accomplish the best interests of the City may occur, and the removal requirement on the part of the City may occur without opportunity for prior notice to me.

As such, and of my own free will, I hereby permanently and irrevocably waive any and all VARA rights pursuant to 17 U.S.C. § 106(a)(3) to prevent any removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work for any reason or no reason, and for any use of the Work that is undertaken that results in the removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. § 106A(a)(1) or § 106A(a)(2).

Signature of Artist: _____ Date: _____

I, _____ (printed name of purchaser if different than property owner) do hereby acknowledge the VARA rights of attribution and integrity of Artist, including a copyright interest, as set forth above, and hereby commission Artist to create a Work for enhancement of the property at the Location set forth above.

Signature of Purchaser: _____ Date: _____

Signature of Property Owner: _____ Date: _____

IX. Public Art Agreement Summary

The Artist, either personally or through their agent(s), is responsible for project management. The Art Award/Project Budget covers all aspects of the entire project, including but not limited to design, installation, rental, liability insurance, workers' compensation insurance, transportation, shipping, travel, lodging, design district review (if required), and required permitting and other incidental expenses.

Artist is required to:

- Verify site conditions and all measurements
- Make regular reports to the Arts Liaison or his designee
- Respond in a timely manner to all requests from the City
- Maintain required insurance throughout the project
- Sign a VARA waiver

Submission of a response to this RFQ signifies that the Artist understands and accepts these general requirements. Project Finalists will be provided a copy of a sample Agreement during the Site Tour. Agreeing to continue as a Finalist signifies that Artist agrees to the general terms of the Agreement.

X. FAQs

1. Who is eligible to apply to the RFQ?

The RFQ is open to local and international artists 18+.

2. Will artists need to propose a concept to apply?

No, this RFQ is for qualifications only. A shortlist of artists will be selected from the applicants to move on to the next stage, in which artists will prepare proposals to present to the Selection Committee.

3. Does the local Project Representative have to be identified in the application to this RFQ?

No, only the Artists who are selected as Finalists need to name local Project Representatives. A local Project Representative will be named before or during the final presentation of the conceptual Design Report.

4. What format should images be uploaded in?

Images should be submitted in either jpeg, pdf, or png format.

5. What should I do if I have trouble registering and/or submitting into BidSync?

If you have trouble with registration or submissions, contact Periscope customer service at 800-990-9339

XI. RFQ OCITY 154: Artist information and references

Legal name of artist, organization, or business:

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(this is the name that will be used on any resulting Agreement, typically the name under which you file tax)

Artists/team members (add additional team member names and information on lines below references)

Name	
Title/Role	
Email	
Phone	

Name	
Title/Role	
Email	
Phone	

Reference 1:

Name	
Position	
Email and/or phone	

Reference 2:

Name	
Position	
Email and/or phone	

RFQ OCITY 154: Artist Statement

In 500 words or less please explain why you are the best candidate for this project and what your approach would be to the design and implementation of the work.

RFQ OCITY 154: Instead of a Resume:

In 250 words or less tell us what life experience or educational experience of yours is most relevant to this project and to our understanding of who you are. Name up to three with brief explanations.

In 250 words or less tell us what works of art you have created-public or otherwise-that are most relevant to this project and to our understanding of your work. Name up to three with brief explanations.

Image information form (Please include thumbnail image next to the name of image file)

Title of Work:			Place Thumbnail Here
Name of Image File:			
Media/Medium:			
Dimensions (WxHxD):		Cost/value:	
Year Completed:		Location:	

Title of Work:			Place Thumbnail Here
Name of Image File:			
Media/Medium:			
Dimensions (WxHxD):		Cost/value:	
Year Completed:		Location:	

Title of Work:			Place Thumbnail Here
Name of Image File:			
Media/Medium:			
Dimensions (WxHxD):		Cost/value:	
Year Completed:		Location:	

Title of Work:			Place Thumbnail Here
Name of Image File:			
Media/Medium:			
Dimensions (WxHxD):		Cost/value:	
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Media/Medium:			
Dimensions (WxHxD):		Cost/value:	
Year Completed:		Location:	