CITY OF TULSA, OK: PERCENT FOR ART PROJECT

VISION TULSA - AIR NATIONAL GUARD

CALL TO ARTISTS

Figure 1: Air National Guard 138 FW Mission Training Center

Figure 2: Tulsa Air and Space Museum & Planetarium

Prepared by: Tulsa Planning Office at INCOG

on the behalf of: Oklahoma Air National Guard 138th Fighter Wing and the City of Tulsa Arts Commission

Project Location............ Tulsa Air and Space Museum & Planetarium
3624 North 74th East Avenue
Tulsa, Oklahoma 74115

Project Budget............. $50,000
**PROJECT BACKGROUND**

The City of Tulsa is accepting submissions from professional artists or teams of artists in response to a significant public art opportunity relating to the City’s recent investments at the Mission Training Center near Tulsa International Airport. The high security nature of the Mission Training Center has necessitated the placement of the related public art at an outside viewing area at the Tulsa Air and Space Museum & Planetarium.

The focus of the Tulsa Air and Space Museum & Planetarium (TASM) is education. “The museum’s mission is carried out in a stimulating setting that includes inspirational stories of aerospace pioneers and events, priceless aircraft, computer flight simulators, aerospace-based curriculum, a teacher resource center and a library and media center”.

This Call to Artists seeks to identify artist teams or artists capable of designing, fabricating, and installing a sculptural installation commemorating the Oklahoma Air National Guard, its 138th Fighter Wing, and Technical Sergeant Marshal (Moo) Dakota Roberts, who “…died in combat on Wednesday, March 11, 2020 while deployed in support of Operation Inherent Resolve in Iraq.”

**CREATIVE GOALS**

Your submission must include a concept for a memorial installation on the site, illustrated below in the attachments. The installation should serve as a photo opportunity for museum & planetarium visitors and passersby. Oklahoma Air National Guard 138th Fighter Wing prefers a memorial installation that is more representative than abstract in design.

Additional Considerations. Artwork should...

1. Visually represent the 138th FW, Oklahoma Air National Guard and can memorialize TSgt Roberts and any future 138 FW Airman lost due to combat.

2. Not be highly reflective (site is located within the Tulsa International Airport flight path).

3. Include lighting for nighttime viewing as budget allows.

4. Include a hardscaped base for the installation.
BUDGET

A budget of $50,000 has been designated for the public art portion of this project. The selected artwork budget must be inclusive of all costs including but not limited to artists fees, studio overhead, consultant fees, purchase of materials, artwork fabrication, permits if required, site preparation, transportation, installation of work, construction and installation of any necessary bases and lighting, general public liability insurance, workers compensation insurance, and contingency. The selected artist will be responsible for the appropriate allocation of the commission funds to the artist’s project components.

Additionally, the Tulsa Airport Improvements Trust (TAIT) reserves the right to relocate the piece in alignment with its broader goals. Upon such an event, the City of Tulsa would work with TAIT to relocate the piece within another public viewing area.

SHORTLISTING CRITERIA

Your submission will be judged based upon its ability to reflect your artistic experience and the creativity and feasibility you bring to this particular project. The Steering Committee and/or the Arts Commission reserves the right to recommend that no applicants be awarded the project.

1. Experience: You have completed works in prominent locations with comparable budgets
2. Creativity: You have demonstrated interest in, and conceptual ideas aligned with, the Creative Goals.
3. Feasibility: The proposed concept is practical from a scheduling, fabrication, installation, financial, and on-going maintenance standpoint.

SCHEDULE

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PHASE 1 – CALL TO ARTISTS

1. **Call to Artists Issued**: The Tulsa Planning Office and City of Tulsa Arts Commission are administering the artist selection process in partnership with a Steering Committee.

2. **Optional Informational Conference Call** to be conducted virtually through Zoom or Teams platform: RSVP to Robi Jones by 5 PM CDT June 28, 2022.
3. **Deadline:** July 27, 2022 5PM CDT. **Submissions received after 5 PM CDT July 27, 2022 will not be accepted.**
   All submitted materials will initially be reviewed by the Steering Committee. Up to five candidates may be shortlisted and interviewed prior to and/or during final selection.

**PHASE 2 – REVIEW & RECOMMENDATION**

4. **Shortlisting:** The Steering Committee will evaluate and select up to five artists for final interviews to be conducted virtually through Zoom or Teams platform.

5. **Final Interviews:** Artists will present final concepts to the Steering Committee, which will formally recommend a selected artist to the Arts Commission, which advises the Mayor of the City of Tulsa on final approval.

**PHASE 3 – IMPLEMENTATION**

6. **Contract Negotiation Period:** The selected artist(s) will be expected to work with stakeholders to integrate artwork into the final design, ensuring that all opportunities for leveraging the budget have been fully explored and exploited. During this phase, the artist may be required to attend (possibly via conference calls) public information sessions and/or Steering Committee meeting(s). Once the design is accepted by the Mayor, the artist(s) will be responsible for obtaining the appropriate permits for the project’s installation.

7. **Fabrication:** **The formal notice to proceed will follow contract execution.** Work begins on the construction and installation or the artwork. The installation of the artwork will need to be coordinated with the City of Tulsa Engineering Services Special Projects section.

8. **Opening:** Per approved schedule

**HOW TO APPLY**

If you are interested in being considered, ensure that your response to the Tulsa Planning Office via Submittable™ is **received before 5 PM July 27, 2022.**

Application link: https://ahhatulsa.submittable.com/submit

**SUBMISSION COMPONENTS**

The following questions make up the Submittable™ form for this Call:

**YOUR INFORMATION & EXPERIENCE**

**CONTACT INFORMATION:** Name, phone, email, mailing address, etc. Not evaluated.

**WORK HISTORY WITH CITY OF TULSA:** See “Artist Eligibility”

**RESUME(S):** PDF upload. Include any relevant education and recent commissions, exhibitions, collections, related experience, honors and grants, bibliography, and affiliations within the last five years. *(No individual’s resume should exceed three pages.)*
REFERENCES: List three professional references with a thorough knowledge of your work and methods. The list must include at least one client who commissioned you for an artwork installation within the last five years.

PORTFOLIO: PDF upload.
(Ensure that your portfolio does not exceed 10 MB. No more than 10 pages)

YOUR CREATIVITY

STATEMENT OF INTEREST: Explain why you are qualified to complete the Air National Guard project.
(Do not exceed 250 words.)

CREATIVE GOALS: Explain how you would work with stakeholders to realize a collaborative vision. Additionally, explain what you envision designing for this project and what inspired the vision.
(Do not exceed 250 words.)

CONCEPT SKETCH: Upload a PDF of a preliminary illustration of your concept.
(Ensure that the PDF measures 8.5x11 inches, in either portrait or landscape.)

ARTIST ELIGIBILITY

The project is open to all professional artists, designers, or firms, age 18 and over, regardless of residence, race, color, religion, national origin, gender, military status, sexual orientation, marital status, or physical or mental ability. Artist teams are eligible to apply, including teams of artists from multiple disciplines. Teams must include at least one visual artist.

Artists shall generally be eligible for no more than one major project (over $25,000.00) during a three-year period through the Arts Commission for the City of Tulsa. It is the Artist’s obligation to disclose in their response if they do not meet this requirement. Failure to disclose may result in immediate disqualification of the submission.
PROJECT CONTEXT

STAKEHOLDERS

OKLAHOMA AIR NATIONAL GUARD 138TH FIGHTER WING

Organized in December 1940 as Oklahoma National Guard’s first flying unit, the 125th Observation Squadron was federally recognized in January 1941. For the next three and a half years the squadron was attached to the 77th Observation Group and the 76th Tactical Reconnaissance Group at various locales in the United States before arriving at Liverpool, England on D-Day in 1944. After moving across the English Channel to France in August 1944, the 125th Liaison Squadron was attached to the Ninth Army until V-E Day, participating in the campaigns of northern France, Ardennes, Rhineland and central Europe, and was awarded the Belgian Fourragere for gallantry during the Battle of the Bulge in July 1945. Over the course of those five years, the 125th flew the 0-38E, 0-52 and L-5.

Back home in Tulsa in November 1945 as the 125th Fighter Squadron, the Unit flew the F-51 until February 1947 when it was designated the 125th Fighter Bomber Squadron (Jet) and equipped with the F-84. After receiving the Spaatz Trophy Award in 1950, the 125th was again ordered to active duty under the Ninth Air Force and sent Alexandria, Louisiana until July 1952. After returning to Tulsa under state control, the squadron flew the F-51 and F-80 until becoming part of the 138th Fighter Group (AD) for duty with the Air Defense Command flying the F-86D in August 1957.

January 1960 brought significant change to the 125th as the unit was designated the 125th Air Transport Squadron and assigned to the 137th Air Transport Wing in Oklahoma City. For the next eight years the unit flew the C-97, transporting cargo to Vietnam and throughout the world before converting to the C-124 in 1968.

In October 1972, the 125th Tactical Fighter Squadron resumed its rich heritage of tactical fighter operations by converting to the T-33 in preparation for activation in the F-100D in March 1973, and once again became part of the 138th Tactical Fighter Group in January 1973. The 125th converted to the A-7D in July 1978 and amassed 15 years of outstanding combat readiness in the venerable SLUF.

Since June 1993, after conversion to the F-16, the 138th Fighter Wing has participated in Operations PROVIDE COMFORT, NORTHERN WATCH, SOUTHERN WATCH, IRAQI FREEDOM, NEW DAWN, ENDURING FREEDOM, and FREEDOM'S SENTINEL.

The men and women of the 138th Fighter Wing are proud to continue a tradition of excellence in service and celebrates the 25th Anniversary of flying the F-16C Fighting Falcon - unquestionably the world's premier multi-role fighter

OBITUARY FOR TECHNICAL SERGEANT MARSHAL (MOO) DAKOTA ROBERTS


Marshal is survived by his wife, Kristie Kay Roberts of Claremore, Oklahoma (also a current member of the 138 FW), his daughter Paityn Roberts (8 years old), his mother and stepfather, Sally and Mike Borrell, his father and stepmother, Randy and Carol Roberts, his sisters Cortney and Karla, his step-siblings Bailey, Jami, Jimmy, Halsie, Samantha, and Mathew, his grandparents Homer and Sunni Wager and Harold Roberts, and numerous aunts, uncles, and cousins. His in-laws include Theresa and Noah Hidalgo, Uncle Ron and Aunt...
LuAnne, sister-in-law Kellie, Megan, and Allyssa, and brother-in-law Joshua. He was preceded in death by
grandparent Faye Roberts, and great-grandparents Mike (Bomps) and Ruth.

Marshal joined the Oklahoma Air National Guard in 2014. Marshal’s military career began as a Civil Engineer
Operations Manager. Later, Marshal accepted an opportunity to be a Command Support Staff member for
the 219th Engineering Installation Squadron. He was proud to serve in the Air Force, and the members of
the 138th Fighter Wing and 219th are all better for having the privilege of serving with him.

The United States Air Force has set out definitions of courage and spirit that all Airmen should aspire to
achieve in their daily life. Courage is defined as the mental or moral strength to venture, persevere, and
withstand danger, fear, or difficulty. Spirit is defined as an intense energy that empowers one to act when
called to action. Marshal Roberts embodied these definitions – he placed God and others before himself
always, even up until his last breath on this earth. Marshal will always be remembered for the love and
sacrifice that he made on behalf of his country and fellow wingmen.

(This obituary exists in conjunction with a March 14th, 2020 article in the Tulsa World)

**STRATEGIC MASTER PLAN**

The 138th Fighter Wing’s Strategic Master Plan is attached as part of this RFP.

**CITY OF TULSA**

**ARTS COMMISSION**

The Arts Commission is charged with assisting the City in matters concerning public artwork, giving guidance
in purchases and maintenance of existing artwork, providing a source of respected opinions and advice
concerning public matters having aesthetic implications, reviewing public signage issues (including
neighborhood signs), stimulating superior aesthetic quality in all phases of physical development within the
community and assisting in the procurement of additional works of public art.

**TULSA PLANNING OFFICE AT INCOG**

The Tulsa Planning Office at INCOG facilitates processes that help make and market Tulsa as a place of
artistic and cultural innovation and tradition. As an interface between Tulsa’s artistic community and
municipal resources, the Tulsa Planning Office assists in the approval of beautification projects, the
selection and maintenance of public art, and the long-term cultivation of Tulsa’s historic and cultural
resources.
PROJECT SITE

Tulsa Air and Space Museum & Planetarium

Figure 2: Aerial of the project site (north is up)

Figure 3: The project site, the red circle indicates the proposed art installation location (north is up)
**Figure 4:** Looking south towards the proposed installation location

**Figure 5:** Looking southwest towards the proposed installation location
138TH FIGHTER WING STRATEGIC MASTER PLAN

(See attachment following this page.)

SAMPLE CONTRACT

(See attachment following the Strategic Master Plan.)
To the Members of the World’s Premier Fighter Wing,

It is my honor to serve you as your commander. Our nation depends on us to ensure the freedoms we enjoy as Americans are preserved. This is not a job, it is a calling and I want to thank you for answering your nation’s call.

Over the last few decades, the Air National Guard has transformed from a strategic or operational reserve to an active participant in the global employment of forces, requiring more from our personnel, families, employers and weapon systems. The extraordinary transformation of operational tempo unmatched with resources have required more innovation, flexibility and planning. I can’t promise the path forward will be easy, but I can promise it will be worth it. This strategic plan is a road map to the 138th Fighter Wing vision. I cannot do this alone, I need you and your family to join me on this journey.

In the following pages you will see an outline of my priorities and a set of benchmarks to measure our progress as we achieve Next Generation Airmen, Next Generation Fighter! This plan will not succeed without you and your talents. I expect 138FW leaders to use this as a tool to ensure our people are vectored on the correct heading and I encourage members to revisit this plan when making decisions.

Your family, friends and the citizens of America expect we will be ready to provide dominant combat airpower anywhere at any time – let’s not disappoint them. The Air Force is small and resources are tight, but we will always be ready to fight. Thank you and your family for their tremendous sacrifices, enduring dedication, and tireless spirit – I am proud to be a part of the Tulsa Vipers.

Strength & Honor,

RAYMOND H. SIEGFRIED III, Colonel, ANG
Commander

MISSION STATEMENT

America’s premier Fighter Wing defending Freedom with lethal, agile Combat Air Power; devoted Citizen Airmen always ready to support the Nation, the State of Oklahoma and our communities with Strength and Honor.

VISION STATEMENT

Next Generation Airmen, Next Generation Fighter!

PRIORITIES

1. Readiness  2. Lethality  3. Relationships
Organized in December 1940 as Oklahoma National Guard’s first flying unit, the 125th Observation Squadron was federally recognized in January 1941. For the next three and a half years the squadron was attached to the 77th Observation Group and the 76th Tactical Reconnaissance Group at various locales in the United States before arriving at Liverpool, England on D-Day in 1944. After moving across the English Channel to France in August 1944, the 125th Liaison Squadron was attached to the Ninth Army until V-E Day, participating in the campaigns of northern France, Ardenne, Rhineland and central Europe, and was awarded the Belgian Fourragere for gallantry during the Battle of the Bulge in July 1945. Over the course of those five years, the 125th flew the 0-38E, 0-52 and L-5.

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The men and women of the 138th Fighter Wing are proud to continue a tradition of excellence in service and celebrates the 25th Anniversary of flying the F-16C Fighting Falcon - unquestionably the world’s premier multirole fighter.
Always Ready, Always There... the 138th Fighter Wing has been and will always remain ready to fight the enemy and assist our community. Over the next decade, we will increasingly focus readiness efforts on forging America’s best Airmen - The Tulsa Standard!

**Goal 1.1: Professional Airmen that are ready, trained, and equipped to fight tonight**

**Objective 1.1.1: Take care of our Airmen, Civilians, and their families**

People are the most valuable asset. Wing leadership must ensure they have the tools and skills needed to execute the mission. All Wing leaders will continue to build a competent, capable, diverse, and healthy force.

**Objective 1.1.2: Cultivate America’s most resilient Airmen**

The Tulsa Vipers must always be ready physically, spiritually, and emotionally. We must have the tools and programs in place to ensure our Airmen, civilians, and families are never without mutual support.

**Objective 1.1.3: Attract and retain America’s best Airmen**

The Wing must always be strategically positioned – continuing to attract, retain, and develop America’s best people. Unit leadership must ensure the Wing’s talent is being utilized efficiently and recognized appropriately. The Wing’s retention and incentive programs must be command emphasized to realize America’s return on investment.

**Objective 1.1.4: Develop the world’s most lethal total force Airmen**

Time is our most valuable commodity; therefore, Wing leaders must ensure our Airmen’s limited time during regularly schedule drills is used wisely. Commanders must focus on training directly related to Air Force Specialty Code (AFSC) requirements.
GOAL 1.2: INNOVATIVE AIRMEN, EMPOWERED TO EXCEL

OBJECTIVE 1.2.1: SAME MISSION. SAME VISION. SAME TEAM.

Every Airmen in the Wing is responsible for bombs on target on time and coming home alive (BOTOTACHA). The mission requires each and every Airman doing their job by focusing efforts on a common vision.

OBJECTIVE 1.2.2: SHAPE RESOURCE CONSCIOUS AIRMEN

Next generation Airmen must be good stewards of resources, to include maximum effective use of training time. Airmen will be individually positioned to receive and execute resources effectively and efficiently across the resource spectrum.

OBJECTIVE 1.2.3: PROMOTE A CULTURE OF CONTINUOUS PROCESS IMPROVEMENT

Airmen must be empowered to identify efficiencies, eliminate process constraints, and develop better solutions; do it better, faster, and more efficient than anyone else. Wing leaders must enable Airmen to utilize Air Force Smart Operations for the 21st Century concepts to continually improve processes and performance.
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GOAL 1.3: MEET OR EXCEED ALL NEXT GENERATION FIGHTER INTEGRATION REQUIREMENTS

OBJECTIVE 1.3.1: UPDATE AND BUILD FACILITIES TO MEET NEXT GENERATION INTEGRATION REQUIREMENTS

In order to integrate with next generation weapon systems, ensure lethality and survivability against continually evolving future threats, the Wing must ensure up-to-date facilities. Aggressive planning and pursuing funding for new facilities and modernizing existing structures, in preparation for integration with next generation fighters will be necessary, while continuing to meet current mission needs.

OBJECTIVE 1.3.2: UPGRADE AIRSPACE CAPACITY AND RANGE CAPABILITIES TO REDUCE LIMITATIONS ON AIRCREW TRAINING TO ENGAGE CURRENT AND FUTURE THREATS.

As current mission capabilities increase, the demand for additional airspace and ranges must be met. The Wing must continue the pursuit of air space expansion and range modernization.
The 138th Fighter Wing will remain America’s first and most lethal choice for agile combat air power. The Wing will persist as a strategically predictable and globally responsive force for combatant commanders, always ready to secure the homeland, fight America’s wars and sustain American influence abroad. When tasked, Tulsa-based Airmen will execute all missions with the best possible leadership, training and equipment available so that they may return home safely with Strength and Honor.

**GOAL 2.1: DEFEND THE HOMELAND**

**OBJECTIVE 2.1.1: PERSISTENT, 100% EFFECTIVE AEROSPACE CONTROL ALERT – 24/7/365**

As an essential part of NORAD’s Aerospace Control network, the Nation’s airspace, borders and citizens are safe from attack, thanks to the Tulsa Vipers “on the watch” at Ellington Field, TX. This NO FAIL homeland defense mission demands Airmen’s best efforts. The Wing will persist in delivering combat ready aircraft, pilots, and maintainers. Proud Oklahomans always ready to deter, respond to, and if necessary, defeat airborne threats against the United States.
OBJECTIVE 2.2.1: ACHIEVE 100% OF READY AIRCREW PROGRAM (RAP) TRAINING PLAN

Lethality is the final product of the collective efforts of a Fighter Wing. Measured primarily by completion of RAP requirements for the primary and secondary mission sets, and coupled with effective aircrew training plans and flight scheduling efforts, the Tulsa Vipers will ensure maximum completion of RAP training plan requirements. The Wing will define success as the ability to deploy and operate in any wartime or contingency environment together with operational effectiveness in the cockpit.

OBJECTIVE 2.2.2: SUSTAINABLE PILOT QUALIFICATION PROGRAM

Increased reliance on the ANG to train and absorb Active Duty pilots, through the Total Force Integration program, will challenge the sustainability of upgrade and continuation training programs. The Fighter Squadron will continue to produce upgraded pilots (wingmen, flight leads, and instructor pilots) without sacrificing training quality, to include pursuing innovative solutions to complete Instructor Pilot upgrades in excess of historical formal training course quotas.

OBJECTIVE 2.2.3: PRECISE READINESS REPORTING

Readiness reporting will be 100% accurate on time, every time and will provide Headquarters Air Force with accurate monthly readiness reporting. Commanders will provide quality, relevant feedback for identified deficiencies. Collectively, the Wing will evaluate trends along with first and second order impacts to the mission to highlight critical needs for human or material resources.

OBJECTIVE 2.2.4: MAXIMIZE WEAPONS SYSTEM TRAINING OPPORTUNITIES

Attend additional Weapons System meetings, which are offered to enhance the warfighters knowledge. This knowledge will improve the individual’s confidence and the unit’s lethality. The Wing will strive to send every first tour pilot to attend the available courses to bolster knowledge of the fighting force.
GOAL 2.3: PROVIDE COMBAT READY AIRCRAFT

OBJECTIVE 2.3.1: MAXIMUM SUSTAINABLE AIRCRAFT AVAILABILITY

Lethality requires a predictable and ideal balance of available and mission capable aircraft. Full Spectrum Readiness demands a substantial increase in the number of sorties required to support a rigorous training program. Additional manpower resources will help, however, increased efficiencies in the optimum utilization of operations and maintenance flying opportunities must accompany these additional resources in order to succeed.

OBJECTIVE 2.3.2: IMPLEMENT INNOVATIVE SOLUTIONS TO INCREASE SORTIE PRODUCTION

Increasing sortie production will require agility, flexibility and commitment by all operators, maintainers and support personnel. All options are on the table including changes in force structure, work schedule, Total Force Integration (TFI) participation, reallocation of resources and other innovative ideas. The Wing will capitalize on any opportunities that bridge critical mission gaps and move the Wing closer to this vital goal.
OBJECTIVE 2.4.1: EQUIPMENT MODERNIZATION

To maximize lethality against the threats of today and tomorrow, the Wing must aggressively pursue funding to modernize and recapitalize weapons of war. The Wing must remain ready to answer inquiries from the Oklahoma congressional delegation (CODEL) in a timely manner to inform and educate them on the Wing’s mission and requirements.

OBJECTIVE 2.4.2: CAPITALIZE ON TRAINING AND EXERCISE OPPORTUNITIES

The Wing will pursue relevant, real-world based scenarios by exercising the Designed Operational Capability. The focus will be on integrating current mission sets with 5th generation aircraft, joint and international partners.

OBJECTIVE 2.4.3: PURSUE MODERNIZATION CONFERENCES

Conferences provide experienced ANG warfighters a modem to advocate, prioritize and publish requirements to stay modernized and relevant. Attending every worthwhile conference available will expand Tulsa’s sphere of influence.
The Wing’s relationships with internal and external communities is vital to securing the future. Healthy relationships help attract and retain top Airmen and employees as well as position the Wing positively, which increasingly improves the ability to resource the force. The goal is to continue to build trust and enduring relationships with local, state, tribal, national and international entities.

**GOAL 3.1: BUILD SUSTAINABLE LOCAL ALLIANCES**

**OBJECTIVE 3.1.1: GROW RELATIONSHIPS WITH LOCAL COMMUNITIES**

The Wing will continue to build and foster public trust and support within local communities by hosting community and business leaders, partnering with schools, and connecting with organizations. With collaboration, the Wing will broaden its perspectives and focus on finding innovative solutions for problems unique to Tulsa Airmen and those shared with the community.

**OBJECTIVE 3.1.2: INCREASE PUBLIC AWARENESS AND UNDERSTANDING OF THE MISSION, PEOPLE, CAPABILITIES AND FUTURE OF THE 138TH FIGHTER WING**

The Wing will showcase its professionalism, expertise, and the caliber of our Airmen with “The Tulsa Standard” during recurring patriotic events, flyovers, equipment displays, and local speaking engagements. All available media will be leveraged to facilitate ease of access, increase visibility of the unit, and instill pride, trust, and a sense of patriotism to strengthen the bond between the Tulsa Vipers and local communities.

**OBJECTIVE 3.1.3: PROVIDE DEFENSE SUPPORT TO CIVIL AUTHORITIES (DSCA)**

The National Guard has historically supported civil authorities in a wide variety of domestic contingencies, often in response to natural disasters. The Wing will provide civil support and security cooperation by building and maintaining enhanced dual-purpose capabilities. The Wing will provide Liaison Officers to coordinate civil support efforts during domestic emergencies.

**OBJECTIVE 3.1.4: STRENGTHEN OUTREACH SUPPORT TO DOD STARBASE ACADEMY AND THE THUNDERBIRD CHALLENGE PROGRAM**

The Wing has been home to STARBASE Academy since 1993, which provides an opportunity for local youth to explore Science, Technology, Engineering and Math (STEM) objectives with an aerospace perspective. The Wing will also continue its strong support of the THUNDERBIRD YOUTH CHALLENGE program with mentors and role models who support a proven, cost-effective program that reclaims the lives of at-risk youth.
OBJECTIVE 3.1.3: PROVIDE DEFENSE SUPPORT TO CIVIL AUTHORITIES (DSCA)

The National Guard has historically supported civil authorities in a wide variety of domestic contingencies, often in response to natural disasters. The Wing will provide civil support and security cooperation by building and maintaining enhanced dual-purpose capabilities. The Wing will provide Liaison Officers to coordinate civil support efforts during domestic emergencies.

Priority 3
Relationships

GOAL 3.2: SHAPE LONG-TERM INTERNAL AND EXTERNAL RELATIONSHIPS WITH EFFECTIVE COMMUNICATION

OBJECTIVE 3.2.1: IMPROVE RELATIONSHIPS WITH CLEAR AND CONTINUAL INTERNAL COMMUNICATION WITH OUR AIRMAN AND THEIR FAMILIES

The Wing will continue sharing information through: 1) face-to-face communications, 2) electronic messaging, and 3) a printed newsletter. Social media presence will be expanded as a means to communicate quickly and effectively with accurate information. Also, the Wing will continue to educate and support Airmen’s families and build esprit de corps by increasing primary mission training opportunities for our Airmen and providing family-focused morale events.

OBJECTIVE 3.2.2: CONTINUE PERSISTENT MISSION FOCUSED EXTERNAL COMMUNICATION

The Wing will continue persistent mission-focused external communication efforts to disseminate Wing information, largely through the Wing printed newsletter, and will continue to build a sustainable outreach program focusing on unit improvement.

GOAL 3.3: FORGE MISSION-FOCUSED, ENDURING RELATIONSHIPS TO STRENGTHEN GLOBAL SECURITY

OBJECTIVE 3.3.1: INCREASE OUR STATE PARTNERSHIP PROGRAM PARTICIPATION (SPP)

Since 2003, The Oklahoma National Guard, has fostered a strong relationship with The Republic of Azerbaijan. By collaborating at the international, state, and local levels, increasing military-to-military engagements in support of defense security goals, and leveraging relationships and capabilities, the Wing will grow its State Partnership Program involvement.
# Appendix A: Readiness

Always Ready, Always There... the 138th Fighter Wing has been and will always remain ready to fight the enemy and assist our community. Over the next decade, we will increasingly focus readiness efforts on forging America’s best Airmen - The Tulsa Standard!

## Goal 1.1: Skilled Airmen That Are Ready, Trained, and Equipped to Fight Tonight

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<th>When Measured</th>
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<td><strong>1.1.1. Take care of our airmen, civilians, and their families</strong></td>
<td>- Enhance monthly unit level award programs</td>
<td>Monthly</td>
<td>138 FW STAFF Group/CCs SQ/CCs EO</td>
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<td>1.1.1.1. Recognize our airmen</td>
<td>- Foster high morale with inclusive and diverse climate</td>
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<td>1.1.1.2. Foster a positive climate</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>1.1.2. Cultivate America’s most resilient Airmen</strong></td>
<td>- &gt;95% AFPT pass rate</td>
<td>Quarterly</td>
<td>138 FW STAFF MDG FSS CH</td>
</tr>
<tr>
<td>1.1.2.1. All airmen are fit-to-fight</td>
<td>- 100% manning in Chaplain Corp and DPH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2.2. Emotionally and spiritually ready</td>
<td>- 0 suicides</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2.3. Maintain mutual support</td>
<td>- Develop key spouse program by FY2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1.1.3. Attract and retain America’s best Airmen</strong></td>
<td>- &gt;95% AFPT pass rate</td>
<td>Monthly</td>
<td>138 FW STAFF Group/CCs SQ/CCs FSS</td>
</tr>
<tr>
<td>1.1.3.1. Recruit America’s best</td>
<td>- 100% end strength NGB goals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.3.2. Retain our warfighters</td>
<td>- Retain 80% of our eligible first term Tulsa Vipers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.3.3. Increase effective manning</td>
<td>- Increase effective manning 2% annually over the next 5 years to 90% by FY2022.</td>
<td></td>
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</tr>
<tr>
<td>1.1.3.4. Critical AFSCs fully manned</td>
<td>- Increase use of targeted incentives to attract and retain critical AFSCs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1.1.4. Develop the world’s most lethal total force Airmen</strong></td>
<td>- Ensure 100% airmen are UTC deployable and fully trained</td>
<td>Quarterly</td>
<td>138 FW Group/CCs SQ/CCs XP</td>
</tr>
<tr>
<td>1.1.4.1. Always ready</td>
<td>- Conduct monthly unit level UTA planning</td>
<td></td>
<td></td>
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<tr>
<td>1.1.4.2. Fully trained</td>
<td>- Review manning document quarterly to ensure effective manning is maximized</td>
<td></td>
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</tr>
</tbody>
</table>
### Appendix A: Readiness (Cont.)

#### GOAL 1.3: MEET OR EXCEED ALL NEXT GENERATION FIGHTER INTEGRATION REQUIREMENTS

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURABLE CRITERIA</th>
<th>WHEN MEASURED</th>
<th>P.O.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.3.1. Update and build facilities to meet next generation integration requirements</strong>&lt;br&gt;1.3.1.1. Build MTC – LVC capabilities&lt;br&gt;1.3.1.2. Build POL&lt;br&gt;1.3.1.3. Build Munitions storage area&lt;br&gt;1.3.1.4. Build new LRS warehouse&lt;br&gt;1.3.1.5. Update Operations building&lt;br&gt;1.3.1.6. Build SCIF</td>
<td>- MTC completed NLT FY2019&lt;br&gt; - POL completed NLT FY2020&lt;br&gt; - New LRS warehouse completed by FY2021&lt;br&gt; - Munition storage area completed NLT FY2024&lt;br&gt; - New Operations building completed NLT FY2027&lt;br&gt; - SCIF completed NLT FY2028</td>
<td>Quarterly</td>
<td>138 FW STAFF Group/CCs CES</td>
</tr>
<tr>
<td><strong>1.3.2. Upgrade airspace capacity and range capabilities to improve aircrew training to engage current and future threats successfully</strong>&lt;br&gt;1.3.2.1. Bison MOA expansion&lt;br&gt;1.3.2.2. Vance MOA usage agreements&lt;br&gt;1.3.2.3. Smoky Range improvements</td>
<td>- Vance MOA usage agreement finalized NLT FY2019&lt;br&gt; - Smoky Range threat replication upgrade NLT FY2019&lt;br&gt; - Bison MOA expansion IOC NLT FY2025</td>
<td>Quarterly</td>
<td>138 FW STAFF OG</td>
</tr>
</tbody>
</table>
# Appendix B: Lethality

The 138th Fighter Wing will remain America’s first and most lethal choice for agile combat air power. The Wing will persist as a strategically predictable and globally responsive force for combatant commanders, always ready to secure the homeland, fight America’s wars and sustain American influence abroad. When tasked, Tulsa-based Airmen will execute all missions with the best possible leadership, training and equipment available so that they may return home safely with Strength and Honor.

## Objective 2.1: Defend the Homeland

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Measurable Criteria</th>
<th>When Measured</th>
<th>P.O.C.</th>
</tr>
</thead>
</table>
| 2.1.1. Persistent, 100% effective Aerospace Control Alert – 24/7/365 | - MC rates for ACA assigned aircraft  
- Response times for all practice and active scramble events  
- Alert Force Operational Assessment and Alert Force Evaluation reports | Quarterly | 138 FW OG Det 1 |
| 2.1.1.1. 100% execution of NORAD ATO tasking | | |
| 2.1.1.2. Meet NORAD/CC’s desired response time | | |
| 2.1.1.3. Mission ready rating for all NORAD/1AF inspections | | |

## Objective 2.2: Create America’s Most Lethal Airmen

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Measurable Criteria</th>
<th>When Measured</th>
<th>P.O.C.</th>
</tr>
</thead>
</table>
| 2.2.1. 100% completion of Ready Aircrew Program (RAP) Training Plan | - Effective sortie completion _versus_ monthly flying calendar plan  
- Quarterly completion rates for annual RAP requirements  
- Probation and Non-CMR pilot rates  
- RAP _versus_ total sorties flown  
- Red Air sorties flown | Monthly, Quarterly | OG FS DOW DOT |
| 2.2.1.1. Optimize monthly average CMR/probation/recert | | |
| 2.2.1.2. >90% effective sorties per monthly flying calendar | | |
| 2.2.1.3. 100% quarterly RAP training plan completion on primary and secondary missions | | |
| 2.2.1.4. <5% non-RAP sorties flown | | |
| 2.2.1.5. Aggressively pursue contract Red Air | | |
| 2.2.2. Sustainable pilot qualification program | - Define optimum balance of pilot LOX qualification NLT Sep 2018  
- Effective manning on LOX  
- Upgrade training plan completion status  
- IPUG completion status | Quarterly | OG FS OGV DOT |
| 2.2.2.1. Achieve optimum FE/IP/4FL/2FL/2W ratios | | |
| 2.2.2.2. 90-100% effective manning for LOX | | |
| 2.2.2.3. Complete 1-2 IPUG upgrades annually | | |
| 2.2.3. Accurate readiness reporting | - Quarterly Group level readiness review  
- On time DRRS reporting rates  
- Semi-annual wing readiness trends review  
- Annual CCIP readiness reporting inspection | Semi-Annually, Annually | 138 FW All CCs LRS/LGRDX LRS/LGRDX IG |
| 2.2.3.1. 100% on time reporting | | |
| 2.2.3.2. 100% accurate reporting | | |
| 2.2.4. Maximize additional warfighter training | - Hi AOA  
- Weapons System meetings  
- Warfighter  
- Link school | Semi-Annually | OG FS OSS |
### GOAL 2.3: ESTABLISH THE 138 FW AS AMERICA’S MOST ACCESSIBLE COMBAT READY AIRCRAFT

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURABLE CRITERIA</th>
<th>WHEN MEASURED</th>
<th>P.O.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.3.1. Maximum sustainable aircraft availability</strong></td>
<td>- AA Rates</td>
<td>Monthly</td>
<td>MXG</td>
</tr>
<tr>
<td>2.3.1.1. Improved Aircraft Availability (AA) rates to accomplish FSR &amp; RAP requirements</td>
<td>- Aircraft Commitment Rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3.1.2. 100% sortie completion for COCOM assigned ATO missions</td>
<td>- MC Rates</td>
<td>Quarterly (or as required)</td>
<td></td>
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<td></td>
<td>- Utilization Rates</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Sortie completion for COCOM assigned ATO missions</td>
<td></td>
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<tr>
<td><strong>2.3.2. Implement innovative solutions to increase sortie production</strong></td>
<td>- Critical AFSC manning</td>
<td>Quarterly</td>
<td>138 FW STAFF MXG OG</td>
</tr>
<tr>
<td>2.3.2.1. Zero shortages in critical AFSC manpower positions</td>
<td>- TFI integration</td>
<td></td>
<td></td>
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<tr>
<td>2.3.2.2. Manpower studies</td>
<td>- AGR/Technician manning</td>
<td></td>
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<tr>
<td>2.3.2.3. TFI manpower implementation</td>
<td>- O&amp;M flying calendar deliberate planning process</td>
<td></td>
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<tr>
<td>2.3.2.4. Identify &amp; implement optimum O&amp;M flying calendar</td>
<td>- Maintenance scheduling effectiveness</td>
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<tr>
<td></td>
<td>- Flying scheduling effectiveness</td>
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</tbody>
</table>

### GOAL 2.4: MAXIMIZE FULL SPECTRUM READINESS

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURABLE CRITERIA</th>
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<th>P.O.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.4.1. Equipment Modernization</strong></td>
<td>- All F-16s equipped with AESA, Center display unit</td>
<td>Quarterly</td>
<td>138 FW STAFF Group/CCs</td>
</tr>
<tr>
<td>2.4.1.1. Most advanced F-16</td>
<td>- Weapons and tactics Course attendance</td>
<td></td>
<td></td>
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<tr>
<td>2.4.1.2. Next Gen support equipment</td>
<td>- CODEL response to queries</td>
<td></td>
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<tr>
<td>2.4.1.3. Responsive engagement with Codel as requested</td>
<td></td>
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<tr>
<td><strong>2.4.2. Capitalize on training and exercise opportunities</strong></td>
<td>- Weight of Effort</td>
<td>Quarterly</td>
<td>138 FW STAFF Group/CCs</td>
</tr>
<tr>
<td>2.4.2.1. Increase 5th Gen exercise integration</td>
<td>- Annual - 5th Gen integration exercise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.2.2. Increase international exercise presence</td>
<td>- Bi-annual international exercise participation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.2.3. Increase joint exercise participation</td>
<td>- Bi-annual joint exercise participation</td>
<td></td>
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<td></td>
<td>- Bi-annual Sentry Aloha/Savannah/Eagle participation</td>
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</tr>
<tr>
<td><strong>2.4.3. Pursue modernization conferences</strong></td>
<td>- WEPTAC attendance</td>
<td>Quarterly</td>
<td>138 FW STAFF Group/CCs</td>
</tr>
<tr>
<td>2.4.3.1. 100% WEPTAC and WSC attendance</td>
<td>- NGAUS attendance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.3.2. 100% NGAUS Attendance</td>
<td>- Weapon System/OG/MXG/MSG Council</td>
<td></td>
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<tr>
<td></td>
<td>- Aerospace Control Alert Council</td>
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</tbody>
</table>
The Wing’s relationships with internal and external communities is vital to securing the future. Healthy relationships help attract and retain top Airmen and employees as well as position the Wing positively, which increasingly improves the ability to resource the force. The goal is to continue to build trust and enduring relationships with local, state, tribal, national and international entities.

## GOAL 3.1: BUILD SUSTAINABLE LOCAL ALLIANCES

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>MEASURABLE CRITERIA</th>
<th>WHEN MEASURED</th>
<th>P.O.C.</th>
</tr>
</thead>
</table>
| 3.1.1.: Grow relationships with local communities  
3.1.1.1. Host community & business leadership tours  
3.1.1.2. Establish partnership with schools and organizations  
3.1.1.3. Support charitable involvement  
3.1.1.4. Quickly respond to community queries | - Host a community leader event every 6-months.  
- Increase local school and organization visits by 50% by end of FY2018.  
- Increase 138 FW charitable involvement 20% by end of FY2018.  
- All queries and response time line within 24-hours. | Semi-Annually | 138 FW Staff |
| 3.1.2.: Increase public awareness and understanding of the mission, people, capabilities and future of the 138th Fighter Wing  
3.1.2.1. Develop a Wing Strategic communication plan  
3.1.2.2. Improve interactive multi-media Wing communication tools  
3.1.2.3. Provide support for patriotic events  
3.1.2.4. Maintain robust Public Affairs engagement  
3.1.2.5. Host annual media day | - Develop Public Affairs hometown communications plan by Jan 2019.  
- Improve multi-media communication tools by Jan 2019.  
- Support local events.  
- Update 138 FW social media page bi-weekly.  
- Conduct annual Media Day to include outlets from surrounding communities; focused on different areas of the wing each year. | Quarterly | 138 FW Staff Group/CCs PA |
| 3.1.3.: Provide Defense Support to Civil Authorities (DSCA)  
3.1.3.1. Build and maintain a DSCA response capability continuity plan  
3.1.3.2. Review/update/develop Wing MOAs/MOUs with state and local agencies  
3.1.3.3. Maintain fully trained county liaison officers | - Develop a Wing DSCA Response Capability Plan by FY2019.  
- Review/update/develop wing MOA/MOUs to provide emergency support through Mutual Aid Agreements by FY2019.  
- Fully train two officers and assigned as NE region liaison officers by FY2020. | Quarterly | MSG CES LRS SFS XP EM CP |
| 3.1.4.: Strengthen Outreach Support To DOD STARBASE Academy and the Thunderbird Youth Challenge Program  
3.1.4.1. Increase wing outreach support | - Develop an outreach support plan by Jan 2019. | Semi-Annually | 138 FW Staff |
## Appendix C: Relationships (cont.)

### Goal 3.2: Shape Long-Term Internal and External Relationships with Effective Communication

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Measurable Criteria</th>
<th>When Measured</th>
<th>P.O.C.</th>
</tr>
</thead>
</table>
| 3.2.1.: Improve relationships with clear and continual internal communication with our Airman and their families | - Achieve “Highly Effective” rating for all Inspections.  
- Score >90% effective communication ratings on DEOCS survey by FY2019.  
- Zero overdue feedbacks or appraisals by FY2020.  
- Conduct semi-annual FW/CC calls.  
- Develop staff meeting communicator by FY2019.  
- Increase staff meeting messaging.  
- Review/update/develop wing working groups.  
- Increase command personal messaging.  
- One-on-One supervisory to Airman meetings.  
- Review/update/develop wing working groups.  
- Increase sporadic ‘thinking of you’ emails, letters, phone calls.  
- Formalize quarterly supervisory meetings.  
- Review/update/develop wing working groups.  
- Update distribution lists by FY2019.  
- Develop a Wing newsletter by FY2019.  
- Update all social media platforms by Jan 2019.  
- Develop Wing mentorship program by FY2019.  
- Conduct unit town hall meetings once a year. | Quarterly | 138 FW Staff |
| 3.2.2.: Continue persistent mission focused external communication | - Develop a Mission Focused External Communication Plan by FY2019.  
- Develop meeting communicator by FY2019.  
- Increase One-on-One mission focused external meetings by 10% by FY2019.  
- Continue mentoring Airmen to broaden careers.  
- Provide career paths for Airmen who take staff positions. | Semi-Annually | 138 FW Staff |

### Goal 3.3: Forge Mission-Focused, Enduring Relationships to Strengthen Global Security

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Measurable Criteria</th>
<th>When Measured</th>
<th>P.O.C.</th>
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</thead>
</table>
| 3.3.1.: Increase the State Partnership Program (SPP) participation | - Increase state partnership program participation.  
- Develop a SPP working group with semi-annual meetings by end FY2018.  
- Conduct SPP mission once every three years. | Semi-Annually | 138 FW Staff |
CONTRACT FOR ARTWORK

THIS CONTRACT FOR ARTWORK (the “Contract”) is made by and between the City of Tulsa, an Oklahoma municipal corporation (the "City"), 175 E. 2nd Street, Tulsa, OK, 74103, and [NAME], [ADDRESS], (the “Artist”).

WHEREAS, the City of Tulsa is currently constructing the [LOCATION/BUILDING NAME] located at [LOCATION], Tulsa, OK [ZIP] (the “Facility”); and

WHEREAS, City has allocated funds for Artwork for the Facility as required by City ordinance; and

WHEREAS, the Arts Commission for the City of Tulsa issued a Request for Proposal (RFP) for this Artwork and such Request for Proposal is attached hereto as Attachment A and incorporated herein by this reference; and

WHEREAS, page [#] of the RFP required each proposer to prepare and submit certain submissions for City’s consideration in selecting an artist. Artist submitted these items which are attached hereto as Attachment B and incorporated herein by this reference (“Submittals”). Artist’s Submittals set forth Artist’s qualifications and proposal for the artwork. Based on Artist’s Submittals, the Artist was selected to design, execute, fabricate and install an original work of art (hereinafter collectively "the Artwork") at the Site, the Artwork and the Site being more particularly described below; and

WHEREAS, the Artist is willing to provide such services for the Artwork and the City desires to contract with the Artist for the design, fabrication, delivery and installation of the Artwork on the terms and conditions hereinafter described.

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

ARTICLE 1. ARTIST’S SERVICES

1.1 General

1.1.1 The Artist shall design, execute, fabricate, install and document the Artwork in substantial conformity with the design theme as approved by the City. The Artwork will generally consist of the following elements:

1.1.1.1 Free-standing stainless-steel sculpture, with one side painted in epoxy paint, on a base [REVISE AS NEEDED]

1.1.1.2 Structural engineering needed for sculpture foundation and base [REVISE AS NEEDED]
1.1.1.3 Electrical engineering and associated fixtures and electrical infrastructure needed for lighting and power needs of the sculpture [REVISE AS NEEDED].

1.1.1.4 Artist is required to obtain all required building permits.

1.1.2 The Site location for the Artwork shall be as set forth in the RFP.

1.1.3 The Artist shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Artwork.

1.1.4 The Artist shall determine the artistic expression, scope, design, color, size, material and texture of the Artwork, subject to review and acceptance by the City as set forth in this Contract.

1.2 Execution of the Artwork

1.2.1 Approved Schedule. Within twenty-one (21) days of the execution of this Contract, the Artist shall submit for approval by the City, a written schedule of progress completion dates for the components of the Artwork including but not limited to, a kickoff meeting to include information gathering from the City for specific imagery and text, review of art plans, submission of final art plans, approval of final art plans (“Design”), fabricating the Artwork, submitting a plan of delivery and installation of the Artwork, and providing post-installation materials. City shall approve or submit its requested revisions to the proposed schedule within fifteen (15) days of receipt of Artist’s proposed schedule. The proposed schedule approved by the City or the schedule with the City’s proposed revisions accepted by the Artist shall serve as the “Approved Schedule” for the performance of this Contract. Final installation of artwork, base and plaque will occur in coordination with the Facility’s construction.

1.2.2 The Artist shall complete the fabrication of the Artwork in substantial conformity with the Design as presented to and approved by the City which is incorporated herein as a part of this Contract and in accordance with the Approved Schedule.

1.2.3 Prior to implementation of any significant changes in the Artwork, the Artist shall present to the City in writing, for further review and approval, a thorough description of such proposed changes. A significant change is any change affecting the scope, intent, design, color, size, material or location of the Artwork not permitted by, or not in substantial conformity with, the approved Design. Following receipt of the required description of proposed change(s), the City shall approve or disapprove the change(s) suggested by the Artist. The Artist may implement a change only with prior written agreement from the City.
1.2.4 The Artist shall make periodic progress reports to the designated representative of the City. Representatives of the City shall have the right to review the progress of the Artwork at reasonable times, and with advance notice, during the fabrication thereof.

1.2.5 In performance of the Artwork described herein, the Artist shall comply with all applicable State and local laws, rules and regulations. Artist shall avoid the use of materials or finishes known to be hazardous or potentially hazardous, including asbestos or any derivative thereof.

1.2.6 The Artist shall complete the Artwork and the installation thereof in accordance with the Approved Schedule.

1.2.7 The Artist shall provide to the City a written plan of installation of the Artwork on the Site. The written plan shall include the following information: specifications for installation and specifications for foundation design including materials needed for Site preparation or any physical alteration of the Site as specified by the Artist as delineated in section 1.1.1.

1.2.8 The City shall grant extensions as needed if installation is delayed because of delays in Site preparation. The City will notify the Artist of any such delay. The City and the Artist will agree upon a new date for delivery and installation of the Artwork at the Site. The granting of any extensions shall not affect any other provisions of this Contract.

1.2.9 If the Artist fails to complete installation within the time set in the Approved Schedule and any extensions thereto, the Artist has ten (10) days to complete the installation. If after the ten (10) days after the installation has not been completed, then the Artist will be in breach of the Contract.

1.3 Delivery and Installation

1.3.1 The Artist, at Artist’s cost, shall deliver and install the completed Artwork at the Site, including off-loading, set-up costs, crane, forklift and/or other specialized equipment costs, and personnel needed for off-loading and set-up.

1.3.2 Except as set forth herein, all labor, equipment, and/or expenses and costs required for completion and installation of the Artwork at the Site shall be the responsibility of the Artist.

1.4 Post-Installation

1.4.1 Within thirty (30) days after installation of the Artwork and prior to final payment, the Artist shall furnish the City high quality photographs of the completed Artwork saved on DVD or some other digital format.
1.4.2 The Artist shall also furnish the City with a full written narrative description of the Artwork.

1.4.3 The Artist shall provide to the City written instruction for appropriate maintenance and preservation of the Artwork.

1.5 **Final Acceptance**

1.5.1 The Artist shall advise the City in writing when all services required, including Post-Installation, have been completed.

1.5.2 The Artist shall apply for final payment.

1.5.3 The City shall process the final payment, which acknowledges final acceptance of the Artwork.

1.5.4 Title of ownership to the Artwork shall pass to the City upon final acceptance.

1.6 **Ownership of Documents and Models.** Upon final acceptance of the Artwork and final payment to the Artist, all studies, drawings, designs, maquettes and models prepared and submitted under this Contract shall belong to the City; provided, however, the Artist may retain possession of one scale model of the Artwork for Artist’s records.

**ARTICLE 2. COMPENSATION AND PAYMENT SCHEDULE**

2.1 **Budget.** The budget for the Artwork for the Facility funded by the City (excluding the amount allocated for maintenance) is $[0.00] (“Budget”).

2.2 **Artist’s Fixed Fee.** The City shall pay the balance of the Budget to the Artist as a fixed fee which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Contract, including, but not limited to, fees, labor of the Artist and the Artist’s assistants, studio and operating costs applicable to this project, travel costs for the Artist to and from the Site or other necessary travel, and all costs associated for the approval of the designs by an Oklahoma licensed professional engineer. Any costs for the mounts/hardware/installation of the Artwork at the Site location and delivery to the Site shall be paid directly by the Artist. The Artist shall be responsible for payment for transportation of the Artwork to the Site and any costs associated with alterations to existing structures to accommodate the Artwork. The fixed fee shall be paid to the Artist in the following installments, each installment to represent full and final payment for all services and materials provided prior to the due date thereof:
2.2.1 Installment 1 in the amount of $ [000.00] upon execution of the Contract by all parties and receipt of the executed Affidavit of Claimant, Artist’s insurance certificates, Vendor supplier form, W-9, and receipt of concept sketches;

2.2.2 Installment 2 in the amount of $ [000.00] upon City’s approval of the Design, including the design of the foundations and associated electrical needs for the Artwork;

2.2.3 Installment 3 in the amount of $ [000.00] upon notification that one half of the fabrication process has been completed accompanied with documentation for review of the fabrication process to date;

2.2.4 Installment 4 in the amount of $ [000.00] upon approval of completion of the Artwork prior to installation; and

2.2.5 Installment 5 shall equal the balance of the fixed fee (after the payment of previous installments) as final payment after completion of the installation, final approval of the Artwork by the City and completion of the Post-Installation services described in Section 1.4.

2.3 Payment. In order to receive payment, the Artist shall submit an invoice containing photographs documenting the required progress of the Artwork, as applicable. The City shall determine if the conditions for payment of each installment have been satisfactorily completed. The City shall pay the invoice within thirty (30) days of such determination. The parties agree that no interest or other costs shall accrue on the fixed fee at any time during the operation of this Contract.

ARTICLE 3. TIME OF PERFORMANCE

3.1 Performance according to Approved Schedule. The Artist shall perform the work and services under this Contract in accordance with the Approved Schedule or extensions thereof.

3.2 Time of the Essence. The times set forth in this Contract and the Approved Schedule are of the essence and shall be strictly enforced unless extended as provided herein.

3.3 Time Extensions. Reasonable extensions of time to the Artist and to the City will be granted in the event there is a delay in the performance of the respective party’s obligations in connection herewith if caused by conditions beyond either party’s control or Acts of God which render timely performance of either party’s services impossible. Failure to fulfill time performance obligations due to conditions beyond the reasonable control of either party will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.
ARTICLE 4. WARRANTIES

4.1 **Warranties of Title.** The Artist represents and warrants that:

4.1.1 the Artwork is solely the result of the artistic and creative efforts of the Artist;

4.1.2 the Artwork is unique and original and does not infringe upon any copyright;

4.1.3 the Artwork has not been accepted for sale elsewhere; and

4.1.4 the Artwork is free and clear of any liens from any source whatever.

4.2 **Warranties of Quality and Condition.** The Artist represents and warrants that:

4.2.1 the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork; and

4.2.2 reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City in accordance with the terms of this Contract.

4.3 **Quality and Conditions Warranty Breach.** The City shall give notice to the Artist of any observed breach of warranty with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, reasonably and promptly cure the breach of any such warranty, which is curable by the Artist, and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Artwork).

ARTICLE 5. COPYRIGHT OWNERSHIP AND REPRODUCTION RIGHTS

5.1 **General**

5.1.1 **Copyright Interests.** Upon delivery, final inspection and acceptance of the Artwork by the City, title and possession of the Artwork shall vest in the City. Artist shall retain the right to copy, sell copies of, and license others to copy, the Artwork; provided that the Artist shall not sell copies of the Artwork to other municipalities, or license other municipalities to copy the Artwork; provided further that the City of Tulsa is hereby granted perpetual license to copy, publish, and sell copies of the Artwork for City of Tulsa’s purposes. For purposes of this Contract, the term **Copyright Interests** means all interests Artist may own or claim in copyrights in the United States in and to the Artwork including, without limitation, all rights to register and obtain
renewals and extensions of copyright registrations, all rights of reproduction, display, performance and distribution, and the right to create derivative works therefrom together with all other copyright interests accruing by reason of international copyright conventions, including the right to sue for, settle, or release any past, present, or future infringement thereof. All Copyright Interests or other intellectual property rights associated with the Artwork shall belong exclusively to the Artist.

5.1.2 **License to City.** The Artist grants to the City, City’s successors and assigns, a royalty free, non-transferable irrevocable license to make, or have made on the City’s behalf, photographic or graphic reproductions of the Artwork, including, but not limited to, photographs or reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, in any medium, provided that these rights are exercised in a tasteful and professional manner.

5.1.3 **Waiver of Moral Rights.** The City acknowledges Artist’s artistic endeavor in and to the Artwork and agrees to make reasonable efforts to maintain the integrity of the Artwork so long as it is displayed; provided, however, the Artist acknowledges that perpetual display of the Artwork is not guaranteed. The City will attempt to notify and consult with the Artist in relation to any intentional alteration, modification, change, destruction of or damage to the Artwork by the City of which it has advance notice. Other than as provided for above, the Artist hereby expressly and forever waives for any and all uses of the Artwork as a work of visual art, as a promotional item, or otherwise, any and all moral rights applicable to the Artwork arising under 17 U.S.C. §106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under 17 U.S.C. §106A, or any other type of moral right or droit moral.

5.2 **Artist Credit.** The Artist shall be identified as the creator of the Artwork in a visible location near the Site of the Artwork. The Artist shall provide and install an identifying exterior plaque; size and location to be approved by the City. All reproductions or photographs of the Artwork produced by or with the permission of the City shall identify the Artist as the creator of the Artwork.
ARTICLE 6. MAINTENANCE, RESTORATION AND DEACCESSION RIGHT

6.1 Maintenance, Repairs and Restoration. Maintenance of the Artwork according to the instructions supplied by the Artist as provided for in this Contract and the repair and restoration of the Artwork shall be the responsibility of the City. The Artist shall be consulted for recommendations with regard to all repairs and restorations made during the Artist's lifetime. Following the demise of the Artist, an expert in conservation relative to the scale and media of the Artwork in question shall be consulted. To the extent practicable and in accordance with recognized principles of professional conservation, the Artist shall be given the opportunity to accomplish such repairs and restoration. At any point after delivery and installation of the Artwork, the Artist may inspect the Artwork and notify the City in writing as to any recommended repairs; provided, however, that the City shall not be obligated to make such repairs.

6.2 Deaccession Right. The City may remove the Artwork or any component thereof from the Site if it determines that the Artwork represents a safety hazard in its present condition or cannot reasonably be restored to its original structural or aesthetic integrity due to technical difficulties or expense disproportionate to the value of the Artwork or if the City otherwise determines that removal is in the best interest of the City. The City has no responsibility to locate, restore, or replace the Artwork if it is misplaced, damaged or stolen. The City shall notify the Artist of such a decision to deaccess the Artwork. Such notification shall be made before the deaccession, whenever possible.

6.3 Artist's Address. The Artist shall notify the City of changes in Artist’s address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of Article 6 that require the express approval of the Artist or notice to the Artist. City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist’s rights.

ARTICLE 7. ARTIST AS INDEPENDENT CONTRACTOR/ AFFIDAVIT OF CLAIMANT

The Artist agrees to perform all work under this Contract as an independent contractor and not as an agent or an employee of the City. The Artist as an independent contractor shall furnish all supervision, labor, materials, equipment, supplies, and other incidentals of the Artwork. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City. Artist shall complete the attached Affidavit of Claimant in compliance with the laws of the State of Oklahoma.
ARTICLE 8. INSURANCE, RISK OF LOSS AND INDEMNITY

8.1 Insurance. The Artist, an independent contractor, shall procure and maintain in effect during the term of this Contract general liability insurance to cover any loss or damage to any person or property with a combined limit of coverage of at least $1,000,000 per occurrence. The Artist shall also be responsible for maintaining workers’ compensation insurance for its employees at Oklahoma minimum statutory limits. The Artist shall provide proof of such coverage by submitting certificates of insurance prior to the City’s execution of the Contract. The Artist shall not cause any required insurance policy to be cancelled or permit it to lapse. If the Artist cancels, allows to lapse, fails to renew, or in any way fails to keep in required insurance policy in effect, the City will suspend all payments for the project until the required insurance is obtained. Further, the Artist may be deemed by the City to be in breach of the Contract, if the Artist fails to keep the required insurance in place for the duration of the Contract.

8.2 Risk of Loss. The Artist bears all risks of loss, damage to, or theft of the Artwork while it is being made, transported, and/or installed until final approval of the Artwork by the City.

8.3 Indemnity. The Artist shall indemnify, defend and hold City harmless from and against claims, damages, losses and expenses for bodily injury, sickness, disease or death or injury to or destruction of property, including, but not limited to, reasonable attorney’s fees, arising out of or resulting from the activities, omissions and performance of this Contract but only to the extent caused in whole or in part by negligent acts or omissions of the Artist, its employees, agents, subcontractors or anyone directly or indirectly employed by it or anyone for whose acts it may be liable. The Artist shall further indemnify, defend and hold the City harmless from and against any claims including, but not limited to, reasonable attorney’s fees, arising out of or resulting from the Artist’s failure to pay for the labor, services, materials, equipment, supplies and other incidentals related to the Artwork furnished by the Artist.

8.4 Copyright Indemnity. The Artist shall indemnify, defend and hold the City harmless from any claims, suits, damages, losses and expenses, including but not limited to reasonable attorneys’ fees, arising out of claims that the Artist has infringed any copyright in the design of the Artwork.

ARTICLE 9. MISCELLANEOUS

9.1 Assignment. The work and services required of the Artist are personal and shall not be assigned, sublet or transferred. This shall not prohibit the Artist from employing qualified personnel who shall work under Artist’s supervision.

9.2 Termination. If either party to this Contract shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants,
agreements or stipulations material to this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured within that time, this Contract shall terminate.

9.3 **Modification.** No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by all parties hereto.

9.4 **Conflict with Law.** Any provision of this Contract which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States or the State of Oklahoma shall be considered null and void. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Contract to the extent the Contract is capable of execution.

9.5 **Term.** The Effective Date of this Contract shall be the date of signature by the City and shall extend until Final Acceptance of the Artwork by the City as defined herein; provided, however, that any provision of this Contract which is intended to be performed or continue to be performed after the Final acceptance of the Artwork shall survive the completion or termination of this Contract.

9.6 **Oklahoma Law/Venue.** This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance. The parties agree that any claim asserted in any legal proceeding by one party against the other shall be commenced and maintained in Tulsa County District Court of the State of Oklahoma or the United States District Court for the Northern District of the State of Oklahoma, which state or federal court has subject matter jurisdiction with respect to the dispute. The parties submit to the jurisdiction of such courts over each of them personally and, in connection with such litigation, waive any objection to venue in such courts and any claim that such forum is an inconvenient forum.

9.7 **Audit Rights and Records.** The Artist shall retain all records related to this Contract for the duration of the Contract term and for three (3) years following completion and/or termination of this Contract; provided, however, if an audit, litigation or other action involving such records is started before the end of the three year period, the records will be maintained for three (3) years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later. As used herein, “records” includes books, documents, accounting procedures and practices and other data, regardless of the type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Said records are subject to audit and examination by the City and any other pertinent State or Federal agency.

9.8 **Notice.** All notices shall be given in writing and sent to the Artist and the City at the addresses provided in the introductory paragraph hereof. Either party may give written notification to the other party of any change of address which shall be effective upon receipt of such written notification.
9.9 **Merger.** This Contract shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Contract.

This Contract has been executed by the duly authorized representative of the parties on the dates set forth below to be dated and effective on the date of execution by City.

**REMAINDER OF PAGE INTENTIONALLY BLANK**
Artist: ____________________________

By: ____________________________ Dated: __________________________

Printed Name: ____________________________

Title ____________________________

City of Tulsa

By: ____________________________ Dated: __________________________

Mayor

ATTEST: ____________________________

APPROVED: ____________________________

City Clerk Assistant City Attorney

RECOMMENDED BY:

Arts Commission Chairperson (signature)

City Engineer
AFFIDAVIT OF CLAIMANT

STATE OF ____________________________

COUNTY OF ____________________________

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: ____________________________________
    Signature

Name: ____________________________________

Company: ________________________________

Title: ____________________________________

Subscribed and sworn to before me this ___ day of ________________________, 20___.

__________________________________________
Notary Public

My Commission Expires: ______________________

Notary Commission Number: __________________