



Call to Artists:

Request for Qualifications for Public Art for the
Diversion Hub
RFQ-OCITY-152



Deadline for responses: March 13, 2024 @ 4:00 PM (CT)

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Project: Public Art for the Diversion Hub

Total art award: \$75,000
Bid published: February 14, 2024
Bid deadline: March 13, 2024

I. Summary

The Diversion Hub is a comprehensive, one-stop network dedicated to assisting justice-involved individuals in Oklahoma City by harnessing the power of multiple support agencies through combined and synchronized services. Diversion Hub's goal is to provide life-stabilizing resources while empowering individuals to reduce their encounters with the criminal justice system through enhanced support services, including case management, data integration and coordinated communication under one roof.

Through MAPS 4, the Diversion Hub will receive a new facility to continue to transform the City's approach to criminal justice. The Diversion Hub will work with low-level offenders to provide a diversion away from time behind bars and a path towards a better life, which is the best possible outcome for that person and our community.

The 1% for Art funds for this project will be used to enhance the mission of Diversion Hub. The artwork for this RFQ is intended to be a 3-Dimensional installation that will be installed from the ceiling in the 700 sq ft lobby of the new facility. The artwork's impact should communicate and reflect the following themes: **"taking flight", empowerment, hope, restoration, and purpose.**

II. Budget

The total Art Award will be \$75,000, which includes all costs for designing, creating, and installing the artwork, including but not limited to materials, engineering, research, fabrication, travel, transportation, and required insurance (see "Public Art Agreement Summary" below).

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 may be required to 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. Applicants do not need to specify a representative at this time. The final selected artist must designate the representative before signing the Agreement.

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), an artist is 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.

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
- Professional Art Juror
- Diversion Hub 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
- Consideration for public safety
- 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 and/or models of the proposed design
- A Project budget 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 upon roles of each individual team member

Each finalist/finalist team will be paid a fee of \$1,500 (only one \$1,500 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 three 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 City 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.....	Wednesday February 14, 2024
Deadline for Submissions	4:00:00 pm CDT Wednesday March 13, 2024
First Selection Committee meeting	Wednesday March 20, 2024
Mandatory Site Tour	Thursday March 28, 2024
Final presentations and selection	Friday May 10, 2024
Arts Commission review.....	4:00pm CST on Monday May 20, 2024
City Council authorization and approval.....	June 2024
Contracting and fabrication	TBD
Estimated project completion date	TBD

VIII. Copyright

Artist shall retain all rights under 17 U.S.C. §101 et seq. (the Copyright Act of 1976), subject to rights of attribution and certain other specific rights, as well as all other rights in and to the Work, **except ownership and possession. City shall have ownership and possession of Work pursuant to this Agreement, but shall not own the copyright to the Work, which shall be retained by Artist.** No Work created by Artist for City, pursuant to this Agreement or any other agreement, shall be considered a “work made for hire” as defined by Title 17, U.S.C §§ 101 and 201(b) (the United States Copyright Act of 1976). 17 U.S.C.§106(a) The Visual Artists Rights Act of 1990, “VARA”)

The City reserves the right to amend or withdraw this Call to Artists at any time and for any or no reason. Receipt of submission entries by City, or submission of an Artist’s entry to City, or selection of an Artist for purposes of negotiating a contract, confers no rights to any Artist nor obligates City in any manner. City reserves the right, at its sole discretion and for any reason, to reject all submission entries and not award any contract and to solicit additional or different submission entries at any time. City incurs no obligation regarding this Call to Artists, or any contract resulting there from, until a contract is fully negotiated, and all documents have been properly submitted and executed by all parties.

The costs of developing a submission entry are solely the responsibility of the Artist. City shall not provide reimbursement for such costs. City shall not be liable for any Artist’s preparation costs for any reason, other than the \$1,500 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 entries properly submitted shall be received and reviewed by City. City reserves the right to reject any entry deemed to be non-responsive for failure to comply fully with the terms of the Call to Artists. However, City reserves the right, at its sole discretion, to request clarifications, corrections, or additional information and to waive Irregularities in execution or delivery of the entry, provided it is in the best interest of City.

Selected artist(s) will be required to provide City with the following: (a.) A certificate of liability insurance coverage; a certificate of Workers' Compensation insurance coverage, or a certification of waiver obtained from the State of Oklahoma; **(b.)** Insurance in adequate amount to cover Work or Work components while being transported; **(c.)** A VARA waiver; and **(d.)** an installed art identification marker about the Work.

Sample VARA waiver: DO NOT SUBMIT THIS WITH YOUR APPLICATION

General VARA Waiver for Works of Visual Art

To be completed by the Artist, Property Owner, and Purchaser (if different than Property Owner)

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 inadvertently 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 event, 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: _____

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, engineering, construction, foundation, footing, installation, rental, liability insurance, workers' compensation insurance, transportation, shipping, travel, lodging, design district review (if required) and other incidental expenses.

The City will provide building permits through its Development Center, based on the completed design documents and engineering documents provided by the Artist.

Artist is required to:

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

Further details will be determined by the Public Art Agreement

Submission of a response to this RFQ signifies that the Artist understands and accepts its 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 may need to name local Project Representative, which can 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.

6. Am I required to have insurance prior to responding to the RFQ?

No, insurance will only be required of the awarding artist/artist team after the final selection is made.

XI. RFQ OCITY 152: Artist information and references

Legal name of artist, organization, or business:

(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:

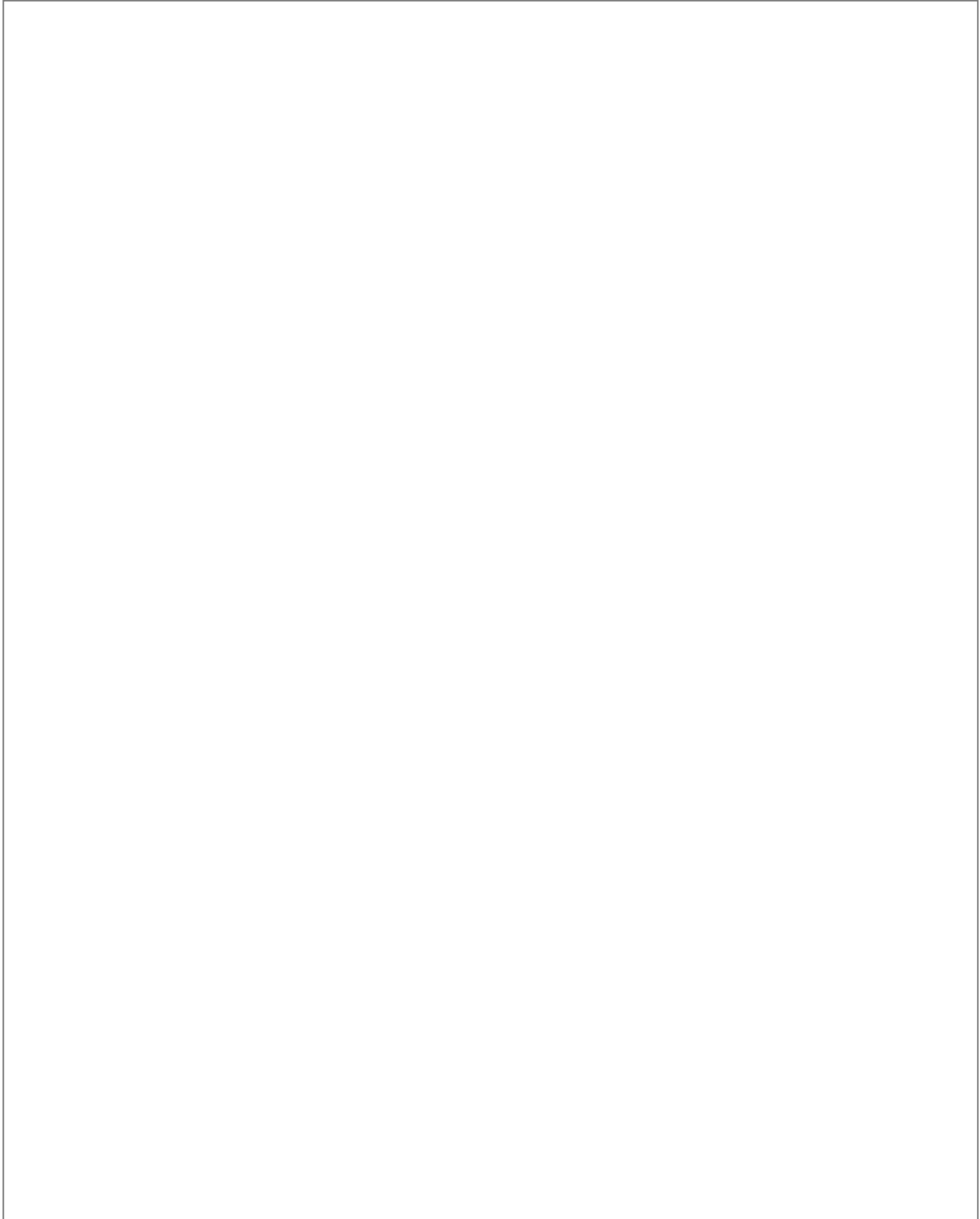
Name	
Position	
Email and/or phone	

Reference 2:

Name	
Position	
Email and/or phone	

RFQ OCITY 152: 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.

A large, empty rectangular box with a thin black border, intended for the artist to write their statement. It occupies the majority of the page's vertical space.

RFQ OCITY 152: 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.

RFQ OCITY 152: Image information form (Please include thumbnail image next to the name of image file)

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

Title of Work:			
Name of Image File:			
Media/Medium:			
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Year Completed:		Location:	

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