



Call to Artists:

Request for Qualifications for Public Art for the Senior Health and Wellness Center #3 Mural



Deadline for responses: July 24, 2024 @ 4:00 PM (CDT)

Table of Contents

| | |
|--|---|
| Project: Public Art for Senior Health and Wellness Center #3 | 3 |
| II. Budget | 4 |
| III. Eligibility | 4 |
| IV. What to Submit | 4 |
| V. How to Submit..... | 4 |
| VI. Selection Process and Criteria | 4 |
| VII. Schedule of events..... | 5 |
| VIII. Notices | 6 |
| X. Public Art Agreement Summary | 8 |
| XI. Artist information and references..... | 9 |

Project: Public Art for Senior Health and Wellness Center #3

Total art award: \$41,500
Bid published: June 26, 2024
Bid deadline: July 24, 2024

I. Summary

The MAPS 3 Senior Health and Wellness Centers connect Oklahoma City's seniors with important services, both social and recreational. The 3rd center, located at 3748 N Lincoln Blvd, is operated by Community Health Centers of Oklahoma with the goal of providing services that seniors need. The Work sought through this call to artists is an 1800 square foot mural located inside the natatorium of the Wellness Center.

The Art envisioned will be exciting, fun, and colorful, bringing a sense of joy and happiness to visitors of the Wellness Center. The Work will be inspired by the Six (6) Dimensions of Wellness: emotional, occupational, physical, social, intellectual, and spiritual. The artist may include theme(s) that represent the wide range of activities that take place at the Wellness Center.



II. Budget

The total Art Award of \$41,500 includes all costs for designing, creating, and installing the artwork, including but not limited to materials, research, labor, travel, transportation, and required insurance (see Section IX for “Public Art Agreement Summary”).

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.

Artist/Artist Team will be required to include at least one artist apprentice to assist them on the mural. The Office of Arts and Cultural Affairs can provide assistance locating potential apprentices if needed. An apprentice does not need to be named in the response to this RFQ. The selected Finalists will be given all necessary information about this requirement at the Mandatory Site Tour.

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

IV. What to Submit

To be fully considered for this Request for Qualifications (RFQ), you are required to complete the forms that accompany the RFQ. Instructions are on each form. Please do not send the entire RFQ back to us—we already have it! Do not send resumes or cover letters unless specifically requested. Send only the required forms and your photos.

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

V. How to Submit

Email completed forms (**.docx or .pdf format ONLY**) along with required images of your work to: leondre.lattimore@okc.gov

VI. Selection Process and Criteria

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

- Arts Commissioner
- Professional Art Juror
- Community Health Centers of Oklahoma Representative
- Stakeholders

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

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

- Artistic excellence and originality, as evidenced by representation of past work in images and other supporting materials
- Evidence of ability to handle a project of this size and scope
- Appropriateness of Artist’s approach and style to the Project’s intent and site
- Stated availability to work within the 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-on roles of each individual team member

Each finalist/finalist team will be paid a fee of \$500 (only one \$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.

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| Call to Artists (RFQ) Announced | Wednesday, June 26, 2024 |
| Deadline for Submissions | 4:00:00 pm CDT Wednesday, July 24, 2024 |
| First Selection Committee meeting | Wednesday, July 31, 2024 |
| Mandatory Site Tour | Friday, August 9, 2024 |
| Final presentations and selection | Wednesday, September 4, 2024 |
| Arts Commission review | 4:00pm CST on Monday September 16, 2024 |
| City Council authorization and approval | September 2024 |
| Contracting and fabrication | TBD |
| Estimated project completion date | TBD |

VIII. Notices

- The Artist selected for the project shall retain all rights under 17 U.S.C. §101 et seq. (the Copyright Act of 1976), subject to rights of attribution and certain other specific rights, as well as all other rights in and to the Work, ***except ownership and possession. City shall have ownership and possession of Work pursuant to this Agreement, but shall not own the copyright to the Work, which shall be retained by Artist.*** No Work created by Artist for City, pursuant to this Agreement or any other agreement, shall be considered a “work made for hire” as defined by Title 17, U.S.C. §§ 101 and 201(b) (the United States Copyright Act of 1976). 17 U.S.C. §106(a) The Visual Artists Rights Act of 1990, “VARA”)
- The City reserves the right to amend or withdraw this RFQ-Call to Artists at any time and for any or no reason. Receipt of submission entries by 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 Public Art Commission Agreement is fully negotiated, and all documents have been properly submitted and executed by all parties.
- The costs of developing a submission entry are solely the responsibility of the Artist. 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 \$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 information in submissions to this RFQ, and any resultant Conceptual Design Reports by finalists for this project are considered to be public record by the Oklahoma Open Records Act.
- All entries properly submitted shall be received and reviewed by 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.

IX. Sample: VARA waiver DO NOT include with the application

General VARA Waiver for Works of Visual Art

I, _____, (printed name of Artist) hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), as well as any other rights of the same or similar nature granted by other federal, state, or international laws, that may accrue to me with respect to a certain work of art ("Work" or "artwork"):

Title of Work:

Description of Work (dimensions, media/materials):

Location/Address:

Initial the following:

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

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

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

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

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

Signature of Artist: _____ Date: _____

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

Signature of Purchaser: _____ Date: _____

Signature of Property Owner: _____ Date: _____

X. 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, rental, liability insurance, workers' compensation insurance, transportation, shipping, travel, lodging, and other incidental expenses.

Artist is required to:

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

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

XI. 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 (Please use additional sheets if necessary)

| | |
|------------|--|
| 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 | |

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.

Instead of a Resume:

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

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

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

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

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| Title of Work: | | Place Thumbnail Here | |
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