



Call to Artists:

**Request for Qualifications for Public Art for the
Oklahoma City Convention Center**



Deadline for responses: September 25, 2024 @ 4:00 PM (CDT)

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Project: Public Art for the Oklahoma City Convention Center

Total art award: \$30,000
Bid published: August 28, 2024
Bid deadline: September 25, 2024

I. Summary

The MAPS 3 Oklahoma City Convention Center replaced Oklahoma City's former Convention Center in 2021, and serves as one of the City's premier venues for hosting concerts, expos, conferences, and other events. The Convention Center's design was heavily influenced by its relationship to the surrounding environment. Level 1 relates to the warm earth, Level 2 connects to the horizon line, and Level 3 takes cues from the colorful Oklahoma Sky. Strategic use of color and materiality supported this concept throughout the interior design. The Work for this Project will be accompanied by amazing works of art located in and around the Convention Center: Susan Narduli's *Virtual Sky*, Joe Slack's *Together Together*, and a spin painting by Damien Hirst and Wayne Coyne.

The 1% for Art funds for this Project will be used to enhance the interior of the Convention Center. The artwork will be an approximately 25 ft x 35 ft mural, that will be hand-painted and suspended on a banner. The banner may be created from vinyl, canvas, or other suitable material. This mural will be full of life, joy and creativity. With an "Oklahoma" inspired theme, this mural will be a unique display of our local culture, entertaining thousands of visitors from Oklahoma and beyond.

II. Budget

The total Art Award of \$30,000 includes all costs for designing, creating, and installing the artwork, including but not limited to materials, engineering, research, fabrication, travel, transportation, and required insurance.

III. Eligibility

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

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

IV. How to Submit

Email completed forms (**.docx or .pdf format ONLY**) along with required images of your work to: leondre.lattimore@okc.gov by 4:00 PM (CT) September 25, 2024.

V. What to Submit

To fully respond to this Request for Qualifications (RFQ), you are required to complete the forms that accompany the RFQ. Instructions are on each form. You may save the completed forms to your device and send those to us, or you may send a single Word document including each question and your responses. **Please do not send the entire RFQ back to us**—we already have it! Do not send resumes unless specifically requested. Send only the required forms and your photos.

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

VI. Selection Process and Criteria

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

- Arts Commissioner
- Professional Art Juror
- Oklahoma City Convention Center Representative
- Stakeholders

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

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

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

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

- Illustrations 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.

Call to Artists (RFQ) Announced	Wednesday, August 28, 2024
Deadline for Submissions	4:00:00 pm CDT Wednesday, September 25, 2024
First Selection Committee meeting	Friday, September 27, 2024
Mandatory Site Tour	Friday, October 4, 2024
Final presentations and selection	Tuesday, November 12, 2024
Arts Commission review	4:00pm CST on Monday, November 18, 2024
City Council authorization and approval	December 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 therefrom, 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 records 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.
- **The artist(s) selected for the art award will be required to provide City with the following: (a)** A certificate of liability insurance coverage; **(b)** a certificate of Workers’ Compensation insurance coverage, or a certification of waiver obtained from the State of Oklahoma; **(c.)** Insurance in adequate amount to cover Work or Work components while being transported; **(d.)** A VARA waiver; and **(e.)** an installed art identification marker about the Work.

IX. Insurance Requirements

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

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

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

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

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

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

Transit Insurance. The Artist shall maintain insurance protecting the Work or components of the Work while being transported or in transit by any means, with aggregate limits of not less than the full replacement value of the Work or combined components of the Work. The insurance policies shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to The City of Oklahoma City.

The City shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements and shall state that **such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City.** All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of the Contract. All policies must be fully insured with any single deductible not

exceeding \$25,000. Certificates of Insurance shall be delivered to The City of Oklahoma City **prior to issuance of a Purchase Order.**

The City of Oklahoma City shall be listed as the Certificate Holder. The policy description shall state the following: “The City of Oklahoma City and its’ Trusts are additional insureds on all policies as required by the contract.”

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

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

The City will review applications for 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 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 requirements stated herein. 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.

XI. 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: _____

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)

Name	
Title/Role	
Email	
Phone	

Artists/team
members

Name	
Title/Role	
Email	
Phone	

Name	
Position	
Email and/or phone	

Reference 1:

Name	
Position	
Email and/or phone	

Reference 2:

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 number images 1-8 in the filename using this system: **Image #, LastName, FirstName.jpg**

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

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

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

Title of Work:		Place Thumbnail Here	
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Year Completed:		Location:	

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Dimensions (WxHxD):		Cost/value:	
Year Completed:		Location:	

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Year Completed:		Location:	