



**Revised Call to  
Artists and Designers:  
Request for Qualifications for a  
Cultural Exhibit for the  
Indigenous Perspectives on  
the Land Run Monument Project**



Panorama view from the proposed exhibit site

**Deadline for responses: **October 16, 2024** @ 4:00 PM (CT)**

## Project: Indigenous Perspectives on the Land Run Monument

**Total art award:** \$50,000  
**Bid published:** September 5, 2024  
**Bid deadline:** **October 16, 2024**

### I. Background

In 2020 the Office of Arts & Cultural Affairs (Arts) and the City Manager’s Office began collaborating with members of the Society for the Protection of Indigenous Rights and Indigenous Treaties (SPIRIT) on how visitors to the Land Run Monument (LRM) might be introduced to Indigenous perspectives on the LRM. In 2021, with the assistance of SPIRIT, Arts received a grant from Oklahoma Humanities to research and report on indigenous perspectives on the LRM from people across the State. The resulting report prepared by Tribal Knowledge Keepers is titled ***Land Run Narrative: A perspective from the Indigenous community in Oklahoma***, and is attached as an exhibit to this Request for Qualifications (RFQ).

The report was the first phase of a three-phase project which led us to where we are now. The second phase is an indigenous-inspired cultural exhibit installed at a vantage point adjacent to the LRM. This RFQ is for the second phase. The third phase of the project is a large scale exhibition of cultural, traditional and historical perspectives of the land runs. This exhibition is planned for installation on Parks Department land on the west side of the canal and Centennial Park.

### II. Summary of the Project

This RFQ is for an exhibit that will introduce the larger context surrounding the events depicted in the Land Runs of the late 1800s. Indigenous Peoples were at home in what is now central Oklahoma for thousands of years prior to April 19, 1889. Who were those people? What was that vanished world? What was irretrievably lost due to the Land Runs and all the preceding events? And, importantly, what are the perspectives of the descendants of those Peoples and of those whose ancestors were forcibly removed here?

The exhibit may contain elements of sculpture, painting, light, written word, poetry, music, video, and even performance.

Selected finalists are required to attend a mandatory site tour meeting with the selection committee. Finalists will be given as much information as possible to successfully create a conceptual design report. Finalists will present reports to the selection committee, who will choose the selectee who receives the award. The design by the selectee will be presented to the Arts Commission who will make a recommendation for a Public Art Commission Agreement.



*The proposed site of the exhibit.*



*Centennial Land Run Monument, 330 Centennial Drive, Oklahoma City, OK 73102*

### III. Budget

The total Art Award of \$50,000 includes all costs to design, create, and install the exhibit, including but not limited to materials, engineering, research, fabrication, travel, transportation, and all required insurance.

### IV. Eligibility

This opportunity is open to any artist or designer who is at least 18 years of age. Any person selected as a finalist must attend the mandatory site tour. Two or more people may apply as a team; teams may include apprentices younger than 18, as long as written permission is provided from the parent or guardian of the apprentice.

The selectee 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. A selectee may designate themselves, if locally based.

### V. How to Submit

Email required materials to Randy Marks at [randy.marks@okc.gov](mailto:randy.marks@okc.gov) by the deadline of 4 p.m. Wednesday October 2, 2024. Send only requested information. Anything extra will be discarded.

## VI. What to Submit

To fully respond to this Request for Qualifications (RFQ), fill out the forms of the Application packet in **Section XII** below. The packet includes:

- Applicant information and references form
- Artist statement form
- “Instead of a resume” form
- Image information form

Further information is on each form. Email the completed forms plus the required images before the deadline of 4 pm CT October 2, 2024.

## VII. Selection Process and Criteria

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

- Arts Commissioner
- Stakeholders
- Parks Department Representative

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 in the first selection include:

- Artistic excellence and originality, as evidenced by representation of past work in images and other supporting materials
- Appropriateness of applicant’s approach and style to the Project’s intent and site
- Thorough understanding of the project’s intent to represent indigenous perspectives
- Evidence of ability to handle a project of this size and scope
- Stated availability to work within Project time frame and to be present for required meetings
- Price and current market value of applicant(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 applicant’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 \$750 (only one \$750 payment per team) to include all design fees, materials, transportation, and any other costs or fees associated with competing in the selection process, attending the site tour, and making a final presentation. These fees are usually processed and paid within four weeks of the Final Selection. All finalists must register as vendors to the City of Oklahoma City.

### VIII. 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 applicants who have timely responded to the RFQ.

Call to Artists (RFQ) Announced.....	Thursday, September 5, 2024
Revised Deadline for Submissions.....	4:00:00 pm CT Wednesday, October 16, 2024
First Selection Committee meeting .....	Wednesday, October 23, 2024
Mandatory Site Tour .....	TBD: Week of October 27, 2024
Final presentations and selection .....	December 10, 2024
Arts Commission review.....	4:00pm CT on Monday, December 16, 2024
Design Review Committee.....	January 2025
City Council review and approval.....	TBD

### IX. 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 and Designers 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 and Designers, 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 \$750 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 under 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.)** Insurance as detailed below **(b.)** A VARA waiver (sample below), and **(c.)** an installed art identification marker about the Work.

## **X. 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 fifty thousand dollars (\$50,000) 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.



**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: \_\_\_\_\_

## Public Art Agreement Summary

The Selectee, 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 application and review, and other incidental expenses.

The City will apply for building permits and other approvals, based on the completed design documents and engineering documents provided by the Artist. Fees for permits and approvals must be paid by the Selectee from the art award budget. More information about this will be provided at the site tour.

Selectee 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 Applicant 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. FAQs

### 1. Who is eligible to apply to the RFQ?

The RFQ is open to any local, regional, national, or international artist or designer who is at least 18 years old.

### 2. Will applicants need to propose a concept to apply?

No, this RFQ is for qualifications only. A shortlist of applicants will be selected to proceed to the next stage, in which selectees 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 applicants who are selected as finalists need to name local Project representatives. A local Project representative may 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.

## **XII. Application packet**

**Complete forms below and send back to us along with the required images.** Fill in the forms with the information requested by editing with Adobe or other software. It is also acceptable to print the forms and fill them in by hand legibly and neatly, then scan or photograph. Or, you may even recreate similar forms with exactly the same information and use those. We can only accept documents in Word or pdf. We cannot open documents in Pages. If you use pages, convert the document to a pdf. **Send only the information requested.**

Include up to 8 full size images (jpeg, png, or pdf, 2 MB maximum size per image) of relevant work you have done. Artists may substitute up to two images of previously designed but not completed works. **Do not submit a design for this project.** Artists may also substitute up to two video files for still image files. Video files must be in a standard format (mp4, mov, avi, wmv) and may not exceed 4 MB.

It is acceptable to combine all documents and images into one pdf.

There is a 20 MB limit for our email; if you exceed that limit, we will not receive your application. You can use up to two separate emails to send required information. **Do not send the entire RFQ back to us!**

## Applicant 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 below references)

Name	
Title/Role	
Email	
Phone	

Name	
Title/Role	
Email	
Phone	

Reference 1 Name	
Position	
Email	
Phone	

Reference 2 Name	
Position	
Email	
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)

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

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

<b>Title of Work:</b>		Place Thumbnail Here	
<b>Name of Image File:</b>			
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<b>Dimensions (WxHxD):</b>		<b>Cost/value:</b>	
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