

**Call to Artists:** 

# Request for Qualifications for Public Art for the Iconic Oklahoma City Visitor Experience Bricktown Entertainment District

Deadline for responses: 4:00:00 p.m. CT Wednesday, October 2, 2024



## Project: Iconic Visitor Experience for Oklahoma City Plaza on the Bricktown Canal Near 150 E. Reno Avenue, Oklahoma City, OK 73014

Total Art Award:	Maximum of \$500,000 (Minimum Award of \$400,000)
Announcement:	September 3, 2024
Deadline:	Wednesday, October 2, 2024, at 4:00:00pm (CT)

The exterior public artwork sought through this announcement will be designed for and installed in the Bricktown Entertainment District to replace the Centennial Fountain in United Way Plaza, street level, along the Bricktown Canal. The work should be an extraordinary and iconic focal point to greet visitors and the many citizens that call Oklahoma City home. It needs to be that "something special" that catches the eye and creates a unique photo opportunity. This site is a high-traffic pedestrian area, so we are seeking ideas that are interactive, vibrant and capture the essence of OKC.

Additional Considerations:

- The Work could be made from any variety of materials as long as they are suitable for harsh outdoor environments and Oklahoma weather that includes strong winds, high temperatures, hail, and other extremes.
- Preference will be given to designs with a safe, interactive element, as well as use of the words OKC and/or Oklahoma City visually represented in an innovative, unexpected way.
- The Work should be designed to be viewed from 360 degrees.
- The Work should include lighting. Additional plaza landscaping and shade structures (natural or architectural) could be added/funded in a later phase, but planned for in the initial design.
- The Work cannot have a water feature.
- The Work could include a sound element.
- CPTED approach Please consider the principles of crime prevention through environmental design.
- Maintenance must be minimal.

Visit Oklahoma City has partnered with the City of Oklahoma City and Inasmuch Foundation to fund and manage this transformative project.

## **Background Information**

Every destination has a story, and Oklahoma City's story began with several tribal nations who have always inhabited this special place, long before it was "officially" a city. This complex past has led to

OKC residents embracing a history of doing things our own way. This visionary spirit can be seen today in our people and passion. From the classically trained to the wildly inventive, our city is home to pioneering thinkers, doers and creators.

In OKC, visitors are greeted with overflowing kindness as they discover the heritage, culture and resiliency that lives on in the vibrant Oklahoma City of today. Our people are innovators, ancestors and allies, influenced by both the past and a desire to make the future better for all.

We're a *yes* city where we actively make things happen. Our collaborative and energetic vision has transformed OKC over the past several decades as we've invested nearly \$2 billion in ourselves building world-class attractions, sports venues, urban parks and a new convention center complex. And we're not done yet!

Experience the energy, excitement and welcoming spirt of Oklahoma City – a city open to all. For more information on Oklahoma City, review our digital <u>OKC Visitors Guide</u> or <u>videos</u> for more context.

## Budget

The design award is a maximum of \$500,000 to pay for all expenses including but not limited to the following: design, construction, installation, any required permits, engineering, labor, artist/designer fee, and insurance. A permanent art marker identifying the work and the designer is also required. The existing fountain and related infrastructure currently on the plaza site will be removed prior to installation of this project and will not factor into the art award budget.

## Eligibility

This opportunity is open to all practicing artists, architects and creators who are at least 18 years of age. Submissions from multi-disciplinary teams are particularly encouraged. All designers and teams selected as Finalists must attend the mandatory site visit or send a representative in their place.

The designer or team that is selected for the award must identify a locally based (living within a 120mile 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.

## Schedule of Events

The following schedule is proposed for this Call to Designers. All times and dates are tentative; Visit OKC reserves the right, as deemed necessary, at its sole discretion, to adjust this schedule by written notice to all the designers who have timely responded to the RFQ.

Call to Designers (RFQ) Announced	Tuesday September 3, 2024
Deadline for Submissions	Wednesday, October 2, 2024
First Selection Committee Meeting	Wednesday, October 9, 2024

Mandatory Site Tour for Finalists	Monday, October 14, 2024
Final Presentations and Selection (virtual meeting)	Tuesday, November 12, 2024
Bricktown Application Due	Tuesday, November 12, 2024
Arts Commission Review	Monday, November 18, 2024
Bricktown Urban Design Committee	Wednesday, December 11, 2024
City Council: Donation or Loan Agreement	Tuesday, December 17, 2024
Contracting Fabrication, Installation	ТВD

## Selection Process and Criteria

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

- Arts Commissioner(s)
- Visit OKC Representative(s)
- OKC Parks Representative(s)
- Stakeholder(s)

All responses to this Call will be evaluated and up to three 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.

Finalists will prepare and present to the Selection Committee a Conceptual Design Report. The report must include:

- 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

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 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
- Technical feasibility of proposed Project
- Good work habits: ability to meet deadlines, experience with budgeting, good communication skills, good problem-solving abilities—as supported by references
- Safety, accessibility, durability, maintenance requirements, permanence of materials, and protection against vandalism of the artwork proposed
- Other criteria as may be established by the Selection Committee.

Each Finalist/Finalist team will be paid a fee of \$2,500 (only one \$2,500 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.

#### Copyright

The selected designer(s) shall retain authorship of the work; however, they would grant Visit Oklahoma City (Visit OKC), a division of the Greater Oklahoma City Chamber, a royalty-free license to the work under a formal written agreement with Visit OKC in addition to the terms of this RFP. That license agreement would allow Visit OKC to share, copy, distribute, publish, sell and display copies and modifications of the work, in any medium, for promotional and commercial purposes. The agreement would also include attribution rights for the selected artist(s) with respect to Visit OKC's reproductions of the work.

Visit OKC reserves the right to amend or withdraw this Call to Designers at any time and for any or no reason. Receipt of submission entries by Visit OKC or submission of a designer's entry to Visit OKC or selection of a designer for purposes of negotiating a contract confers no rights to any designer nor obligates Visit OKC in any manner. Visit OKC 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. Visit OKC incurs no obligation regarding this Call to Designers, 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 designer. Visit OKC shall not provide reimbursement for such costs. Visit OKC shall not be liable for any artist's preparation costs for any reason, other than the \$2,500 fee paid to a designer or design 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 Designers and operates as an offer and a waiver of all objections and Proposer originated modifications to the contents of this Call to Designers.

All entries properly submitted shall be received and reviewed by Visit OKC. Visit OKC reserves the right to reject any entry deemed to be non-responsive for failure to comply fully with the terms of the Call to Designers. However, Visit OKC 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 Visit OKC.

**Selected designer(s) will be required to provide Visit OKC 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 for the amount of the art award to cover Work while being transported; (c.) A VARA waiver; and (d.) an installed art identification marker about the Work.

### Public Art Agreement Summary

The selected designer(s), either personally or through their agent(s), are 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 comp insurance, transportation, shipping, travel, lodging, design district review (if required) and other incidental expenses.

The foregoing includes but is not limited to the following requirements:

- Verify site conditions and all measurements
- Make regular reports
- Respond in a timely manner to all requests from Visit OKC representatives
- Maintain required insurance throughout the project
- Sign a VARA waiver, an exemplary copy of which is provided with this RFQ.

Submission of a response to this RFQ signifies that the submitting designer understands and accepts the general requirements. Project Finalists will be provided a copy of a sample Agreement during the site tour. Agreeing to continue as a Finalist signifies and constitutes agreement to the terms above and incorporated herein.

#### **Frequently Asked Questions**

- Who is eligible to apply to the RFQ? The RFQ is open to local, national and international artists, designers, architects 18+.
- 2. Will artists need to propose a concept to apply?

No, this RFQ is for qualifications only. The Selection Committee will select up to three Finalists for the Project Award. The Finalists must attend a mandatory site tour and prepare a Conceptual Design Report to present to the Selection Committee.

## WHAT TO SUBMIT

To fully respond to this Request for Qualifications, you are 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 and submit to Lindsay Vidrine at <u>lvidrine@visitokc.com</u> by **4:00:00 pm CT on Wednesday, October 2, 2024.** 

- Contact Information and References
- Designer/Artist Statement
- Instead of a Resume
- Image Information Form (page 1)
- Image Information Form (page 2)

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 attached **image ID form**, numbered and ordered consecutively. Submit:

• Up to eight (8) images of representative work

## **WHAT TO SUBMIT - FORMS**

## **Contact 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 taxes.)	
Legal Name:	

Artist(s)/Team Member(s): (Add additional team member names and information on lines below references.)	
Name (main contact):	
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:	

Additional Team Members	Title/Role

## **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. Please start showing us your creativity in this statement. Use your name or the name of your organization only once. Thank you!

## **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 your work. Name up to three with brief explanations.

Image Information Form (page 1) – In lieu of images of completed projects, you may submit up to three renderings of projects that have not yet been created.

Image 1	Cost/Value:
Title of Work:	
Year Completed:	
Name of Image File:	
Media/Medium:	
Dimensions:	
Location:	
Description:	

Image 2	Cost/Value:
Title of Work:	
Year Completed:	
Name of Image File:	
Media/Medium:	
Dimensions:	
Location:	
Description:	

Image 3	Cost/Value:
Title of Work:	
Year Completed:	
Name of Image File:	
Media/Medium:	
Dimensions:	
Location:	
Description:	

Image 4	Cost/Value:
Title of Work:	
Year Completed:	
Name of Image File:	
Media/Medium:	
Dimensions:	
Location:	
Description:	

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# Image Information Form (page 2)

Image 5	Cost/Value:
Title of Work:	
Year Completed:	
Name of Image File:	
Media/Medium:	
Dimensions:	
Location:	
Description:	

Image 6	Cost/Value:
Title of Work:	
Year Completed:	
Name of Image File:	
Media/Medium:	
Dimensions:	
Location:	
Description:	

Image 7	Cost/Value:
Title of Work:	
Year Completed:	
Name of Image File:	
Media/Medium:	
Dimensions:	
Location:	
Description:	

Image 8	Cost/Value:
Title of Work:	
Year Completed:	
Name of Image File:	
Media/Medium:	
Dimensions:	
Location:	
Description:	

## **LOCATION MAP**



### **SAMPLE VARA WAIVER:** (DO NOT INCLUDE WITH YOUR SUBMISSION)

#### 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):

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 Visit Oklahoma City (Visit OKC), a division of the Greater Oklahoma City Chamber, of Oklahoma City (City), or anyone duly authorized by the Visit OKC, may have cause to remove said Work when to do so is determined to be in the best interest of Visit OKC. I hereby further acknowledge a requirement for removal of the Work to accomplish the best interests of the Visit OKC may occur, and the removal requirement on the part of Visit OKC 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:	