



Call to Artists:

Request for Qualifications for Public Art for the
MAPS 3 Will Rogers Trail [RFQ-OCITY-148](#)



Deadline for responses: November 22, 2023 @ 4:00 PM (CDT)

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Project: Public Art for the MAPS 3 Will Rogers Trail

Total art award: \$50,750
Bid published: October 11, 2023
Bid deadline: November 22, 2023

I. Summary

The Will Rogers Trail starts at the Bert Cooper Trails at Lake Hefner and runs south across NW Expressway, through Will Rogers Park, and past the OKC Fairgrounds, connecting with the Oklahoma River Trail near May Avenue. The Will Rogers Trail makes up approximately 9 miles of the more than 80 miles of multi-use Trails in the Oklahoma City parks system.

The artwork sought through this call to artists will consist primarily of sound, although it may incorporate other elements such as lighting or sculpture. This interactive installation will be a unique addition to the Trail as well as Oklahoma City’s Public Art Collection. It is envisioned to be motion-activated, producing sound in response to walkers, runners, or cyclers along the trail. The artwork should be resilient, weather resistant, and require minimal maintenance for long term performance.

II. Budget

The total Art Award of \$50,750 includes all costs for designing, creating, and installing the artwork, including but not limited to materials, engineering, research, fabrication, travel, transportation, required insurance (see Section IX in attached “Public Art Agreement Summary”), and any necessary permits.

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 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

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), 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 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
- OKC Parks 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-on roles of each individual team member

Each finalist/finalist team will be paid a fee of \$1,000 (only one \$1,000 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 October 11, 2023
Deadline for Submissions	4:00:00 pm CDT November 22, 2023
First Selection Committee meeting.....	Wednesday November 29, 2023
Mandatory Site Tour	Wednesday December 13, 2023
Final presentations and selection	Wednesday January 24, 2024
Arts Commission review.....	4:00pm CDT on Monday February 19, 2024
City Council authorization and approval.....	February/March 2024
Contracting and fabrication.....	March 2024
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 \$1,000 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

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 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: _____

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 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 their 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 need to name local Project Representatives. A local Project Representative will 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.

XI. RFQ OCITY 148: 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 148: 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.



RFQ OCITY 148: 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 148: Image information form

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

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Media/Medium:			
Dimensions (WxHxD):			
Year Completed:		Location:	

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