



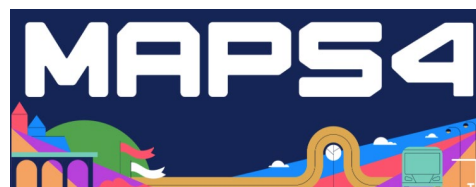
# Call to Artists:

Request for Qualifications for Public Art for the  
**MAPS 4 Fairgrounds Coliseum**

**RFQ-OCITY-151**



**Deadline for responses: 4 pm CST November 29, 2023**



# Project: Public Art for the MAPS 4 Fairgrounds Coliseum

**Total art award:** \$905,000  
**Bid published:** October 25, 2023  
**Bid deadline:** November 29, 2023

The Metropolitan Area Projects (MAPS) have transformed Oklahoma City over the last 27 years. With MAPS 4, the City continues to invest in its future by addressing needs in health, mental health, social justice, homelessness, beautification, and innovation, in addition to improvements through infrastructure projects. Among the latter, the single largest art funds allocation is for a new multi-purpose arena at the State Fairgrounds, the Fairgrounds Coliseum, currently under construction with an anticipated completion date in early 2025.

Oklahoma City is the premier horse show venue in the country, with the American Quarter Horse World Championship and the Grand National & World Championship Morgan Horse Show among many national and international equine events which will be showcased in the Coliseum. Additionally, the Coliseum will host events such as the state high school basketball and wrestling tournaments, concerts, monster truck shows, and ice-skating entertainment.

The 1% for Art funds generated through the construction of the Coliseum will be used to create a landmark work, defining a grand entrance to the Fairgrounds at the intersection of May Avenue and Gordon Cooper Boulevard. An arroyo runs through the median of the Boulevard; a work spanning the arroyo is preferred and/or addressing both sides of the arroyo or Boulevard is envisioned. Works that innovatively reference horses and horse culture are encouraged, but not required. The major criterion for the work that will ultimately be selected is that it has the immediate potential to become the memorable visual representation of the Fairgrounds.

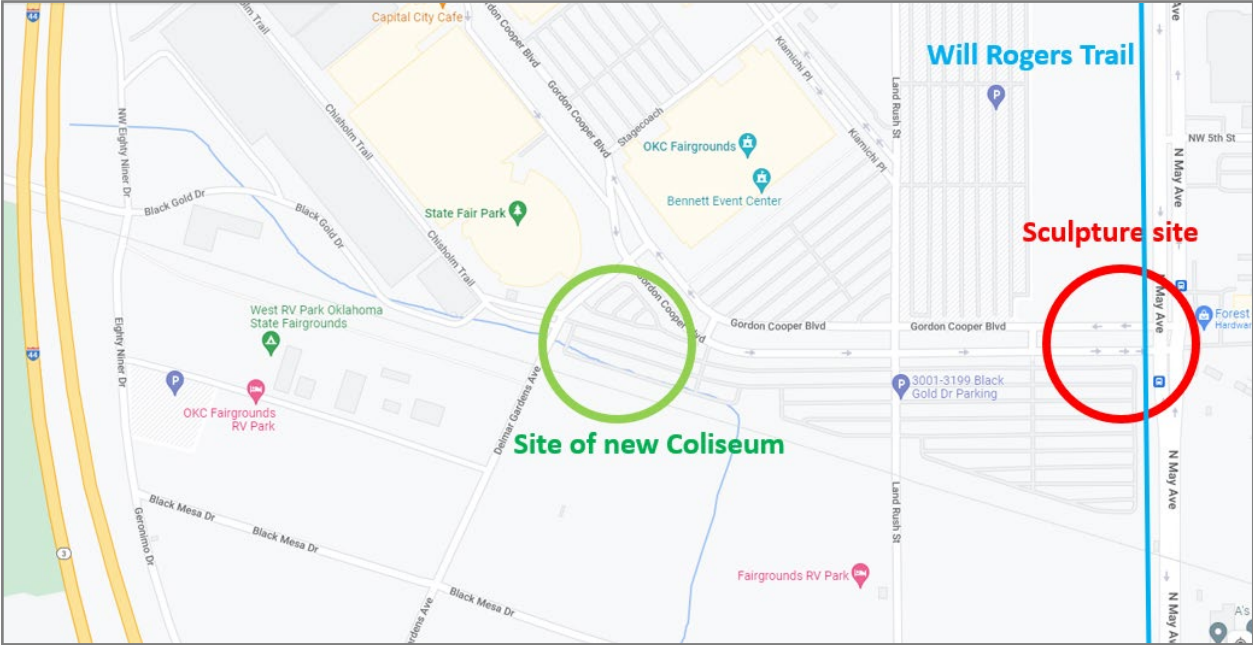


Image 1: location map



Image 2: the entrance



Image 3: the Arroyo

### **Background**

The Fairgrounds has in the past hosted a number of idiosyncratic and beloved features such as the Space Tower, the Arrows to Atoms Tower, the Arch, and the Monorail. All have fallen victim to time, weather, and circumstances.

The addition of the Coliseum sculpture will start a new era of vivid memories for Oklahomans and visitors alike.

For that reason, the selected artwork is expected to be forward-looking in design, robust in construction, destined to be a landmark for decades into the future, and a welcoming grand entrance to the Fairgrounds.

## **Budget**

The total art award of \$905,000 includes all costs for designing, creating, and installing the work, including but not limited to materials, engineering, research, fabrication, travel, transportation, insurance, and all required footings and foundation. Responding to the RFQ indicates that you understand and accept that if you are selected as a Finalist, the budget for your conceptual design will include all costs.

## **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 for participation in the artwork process from the artist apprentice's parent or guardian is provided.

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. Please note, this requirement is for Finalists only; applicants are not required to name a local representative at the time of application.

## **Submission through Periscope**

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](https://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 your **inbox** of the email you provided and locate the email from [notify@bidsync.com](mailto: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 receipt 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.

## **What to submit**

To fully respond to this Request for Qualifications, you are required fill in the forms below. Instructions are on each form.

Additionally, upload up to 10 images of representative work. Up to two of the images may be of a previously designed work that has not been built. Do not, however, submit a design for this site; it will not be accepted or reviewed by the Selection Committee. Note: Use digital images in .jpg or .pdf format, not to exceed 2MB in size. Enter image file names where indicated on the image ID form, numbered and ordered consecutively.

The fillable forms are at the end of this RFQ after the sample Agreement. Fill in the forms save them to your computer, then upload the forms along with 10 images of your work. To upload files and submit them follow these instructions:

- Click on "Place offer".
- Click "(Upload Attachments)"; the type is small and is located in the upper right portion of the screen.
- Select "Browse" in the new pop-up window, find required files (images, image sheet, etc.), choose and upload one at a time.
- Then at the bottom of the page click blue button "Review offer". If all required attachments are in order, choose "Submit offer". A confirmation email will be sent to you from BidSync.

We highly recommend that you begin the registration process as soon as possible, to assure 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.

### 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, or to all Finalists.

<b>Call to Artists (RFQ) Announced.....</b>	<b>Wednesday October 25, 2023</b>
<b>Deadline for Submissions .....</b>	<b>4:00:00 pm CST November 29, 2023</b>
<b>First Selection Committee meeting.....</b>	<b>Wednesday December 13, 2023</b>
<b>Mandatory Site Tour .....</b>	<b>Friday January 5, 2024</b>
<b>Final presentations and selection .....</b>	<b>Thursday February 8, 2024</b>
<b>Arts Commission review.....</b>	<b>4:00pm CST on Monday February 19, 2024</b>
<b>City Council authorization and approval .....</b>	<b>March 2024</b>
<b>Contracting Fabrication, Installation.....</b>	<b>begin March 2024</b>
<b>Estimated project installation date.....</b>	<b>June 2025</b>

### Selection committee

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

- Arts Commissioner
- Professional Art Juror
- Stakeholders

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

## **Selection process and criteria**

Submissions will be evaluated to determine whether the artist or artist team possesses the creativity, technical skills, and discipline required for this public art Project. In the first round of the selection process all valid entries will be considered, and 3-5 Finalists will be chosen. 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

Artists should also consider the criteria used in the final round when preparing materials for the first selection round.

In the second round 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-on roles of each individual team member

**Criteria to be applied and interpreted by the Selection Committee in the Final Selection will be:**

- **Ability to communicate the proposed design and why it achieves the goals of the project.**
- **The quality of the proposed design. What is the level of artistic thought and excellence communicated through illustrations and words? What is the technical feasibility of the proposed design?**
- **The quality of the response to the site as demonstrated by the relationship of this project to its setting in space and time.**
- **The ability to follow through and complete the project within the scope of time anticipated. This will be determined to some extent by conversations with the references provided at the time of submission**
- **Other criteria as may be established by the Selection Committee. Any additional criteria will be outlined in the Committee's written instructions provided to Finalists at the Mandatory Site Tour.**

Each finalist/finalist team will be paid a fee of \$5,000 (only one \$5,000 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 (3) weeks of the Final Selection.

## **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). See more information in FAQ below.

## **Other submission information**

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 therefrom, until a contract is fully negotiated, and all documents have been properly submitted and executed by all parties.

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 \$5,000 (five thousand dollar) 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 any and 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.

## **Public Art Agreement Summary**

The Public Art Commission Agreement for this project will require the Artist(s), either personally or through their agent(s), to be 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 and shipping insurance, travel, lodging, design district review (if required) and other incidental expenses.

The City will provide building permits through Development Services 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
- Respond in a timely manner to all requests from the City
- Maintain required insurance throughout the project

Submission of a response to this RFQ signifies that the Artist 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 Finalists signifies that Artist agrees to the general terms of the Agreement

## FAQs

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

The RFQ is open to local, national, and international artists 18 years old and older.

### 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 proceed to the next stage, in which the artists will prepare conceptual designs to present to the Selection Committee.

### 3. What should I do if I have trouble registering and/or submitting in BidSync/Periscope?

If you have trouble with registration or submissions, contact Periscope customer service at 800.990.9339

### 4. Am I required to specify a local project representative in my application to the RFQ?

No. Finalists can name the local representative during the mandatory site tour, or during the final presentations.

### 5. What is contained in the VARA waiver?

Here is a sample VARA waiver. Final wording may vary:

#### 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:

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Description of Work (dimensions, media/materials):

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Location/Address:

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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.



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: \_\_\_\_\_

## RFQ OCITY 151: 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 151: 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 151: 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 151: Image information form

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

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

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

<b>Title of Work:</b>			
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<b>Year Completed:</b>		<b>Location:</b>	