



The City of Oklahoma City Office of Arts & Cultural Affairs

Call to Artists:

Request for Qualifications for Public Art for
Lower Scissortail Park

RFQ-OCITY-168



Deadline for responses: November 13, 2024 @ 4:00 PM (CT)

Project: Public Art for Name of Project

Total art award: \$244,250
Bid published: October 9, 2024
Bid deadline: November 13, 2024

I. Background and Summary

Scissortail Park has transformed Oklahoma City. With the opening of the Upper Park in 2019, and Lower Park in 2022, the long-envisioned plan of connecting Oklahoma City's Downtown core to the Oklahoma River has been achieved, with Scissortail becoming the place where City residents and visitors meet, play, and connect. The mission of the Park is to bring "Oklahoma's natural beauty to life in a safe, welcoming and playful environment that encourages community gathering, stewardship, culture and education for neighbors, visitors and future generations." This is achieved in Lower Park through ample green space, sports courts and fields, a nature playground, pavilion, trails and more.

Scissortail encompasses 70 acres total, including the 36-acre Upper Park stretching from Oklahoma City Boulevard to the Skydance Bridge, a pedestrian bridge across Interstate 40, which connects to the 34-acre Lower Park ,extending from I-40 to SW 15th Street. Much of the area of Lower Park was occupied by auto salvage yards and businesses dealing in used car parts and was called Hubcap Alley. The Park is adjacent to several sites of significance to Oklahoma City's rapidly growing Latino community, such as Little Flower Catholic Church, the Capitol Hill Business District, and the Latino Community Development Agency.

Multiple locations within the Park are potential sites for a sculpture or sculptural installation. Further information about the preferred site and themes will be given to the selected Finalists at the mandatory site tour.

II. Budget

The total Art Award of \$244,250 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 VIII 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, when 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.



Map of Lower Scissortail Park

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. **Please do not send the entire RFQ back to us.** 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.

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 customer service.

VI. Selection Process and Criteria

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

- Arts Commissioner
- Professional Art Juror
- (Department or Operator) 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 the 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 \$2,000 (only one \$2,000 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 9, 2024
Deadline for Submissions	4:00:00 pm CT Wednesday November 13, 2024
First Selection Committee meeting	Tuesday November 19, 2024
Mandatory Site Tour	Friday December 6, 2024
Final presentations and selection	Wednesday January 22, 2025
Arts Commission review	4:00pm CT on Monday February 17, 2025
City Council authorization and approval	March 2025
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 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 \$2,000 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 information in submissions to this RFQ, and any resultant Conceptual Design Reports by finalists for this project are considered to be public record 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.
- **Selected artist(s) will be required to provide City with the following: (a.)** Certification of insurance coverages as detailed below; **(b.)** A VARA waiver; and **(c.)** an installed art identification marker about the Work.

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 Workers' Compensation insurance in accordance with State Laws, and General Liability Insurance in the following amounts:

- **Property Damage Liability.** Limits shall be carried in an amount 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 Limits** Shall be carried in an 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 which shall state that such insurance shall not be changed or canceled without ten (10) 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 (2) years from the expiration of the Contract. All policies must be fully paid, 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: _____

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 assist artist in obtaining any required building permits through the City's Development Center, and in obtaining a Certificate of Approval from the appropriate Design Commission.

Artist is required to:

- Verify site conditions and all measurements
- Make regular reports to the Arts Liaison or his or her 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 general RFQ 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, ages 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 168: Artist information and references

Legal name of artist, organization, or business:

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(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:

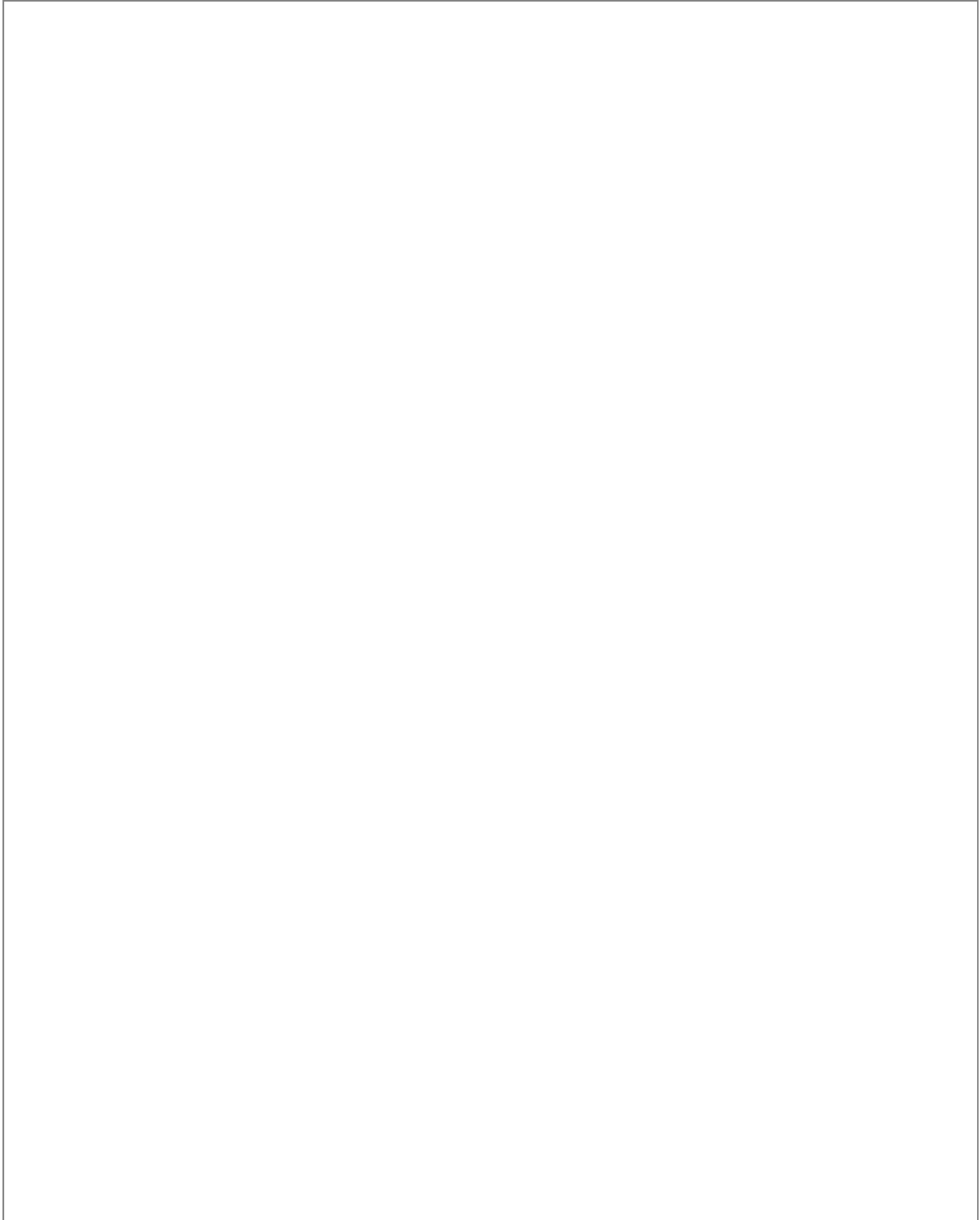
Name	
Position	
Email and/or phone	

Reference 2:

Name	
Position	
Email and/or phone	

RFQ OCITY 168: Artist Statement

In 500 words or less make the case for yourself to be selected as a finalist. Think about what you uniquely bring to this project; how you would approach the design and implementation of the work; what single work in your portfolio gives us the best insight what you could propose for Lower Park?

A large, empty rectangular box with a thin black border, intended for the artist to write their statement. The box occupies the majority of the page below the instructions.

RFQ OCITY 168: 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 more about at least one but up to three of the works in your image submissions. Give us a backstory, insight into your technique ... whatever gives a richer understanding of what you created and why.

RFQ OCITY 168: Image information form

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

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

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