



Rose Kennedy Greenway Conservancy
Public Art Research and Design RFP

EXTENDED: Response Deadline: **March 30, 2020 by 11:59 PM**

I. PROJECT OVERVIEW	2
1.1 Artist Background	
II. PROJECT DESCRIPTION	3
III. PROJECT SCOPE	3
3.1 RFP PHASE: RESEARCH & DESIGN	
3.2 SUBSEQUENT PHASE 2: ENGINEERING AND DESIGN FINALIZATION	
3.3 SUBSEQUENT PHASE 3: FABRICATION, INSTALLATION AND DEINSTALLATION	
IV. SCHEDULE	5
4.1 RFP CONTACT	
V. SUBMISSION INSTRUCTIONS	6
5.1 WRITTEN PROPOSAL	
5.2 FEE PROPOSAL	
5.3 SUBMISSION	
VI. EVALUATION PROCESS	7
6.1 EVALUATION CRITERIA	
6.2 CONTRACT AWARD	
VII. TERMS AND CONDITIONS	8
7.1 PROCUREMENT AMENDMENTS	
7.2 PROCUREMENT CANCELLATION	
7.3 CORRECTIONS TO A SUBMITTED RESPONSE	
7.4 REFERENCES	
7.5 DISQUALIFICATION	
7.6 DISCLOSURE	
7.7 CONTRACT AND AMENDMENT NEGOTIATION	
7.8 ACCEPTANCE	
VIII. FEE PROPOSAL	12
EXHIBIT A : Description of Artist Concept	
EXHIBIT B : Examples of Past Work	
EXHIBIT C : Project inspiration	

I. PROJECT OVERVIEW

The Rose Kennedy Greenway Conservancy (the Conservancy) is seeking a Design-Build Firm (Consultant) to assist artist Daniel Gordon (Artist) in the research and design, and eventual creation, of new temporary sculptural works for an exhibition on the Rose Kennedy Greenway (The Greenway) in 2021.

The Conservancy is seeking a professional Consultant that can fully manage all phases of the project, including the research, design, engineering, fabrication, installation and de-installation of such sculptural works. This project will be completed in three phases (Section III). For the purposes of the Request for Proposals, the Conservancy is looking for a submittal addressing the Consultant's capacity to accomplish all three phases, with a fee proposal for Phase One. The contracts for Phases Two and Three are contingent on the successful completion of prior phases.

RFP Submittals are due Monday, March 30, 2020 by 11:59 PM.

1.1 Artist Background

Like generations of photographers before him, [Daniel Gordon](#) (b. 1980) has been fascinated by the manipulation of imagery and the distortion of reality through his medium. "The camera transforms what happens in front of the lens. ... It's a fiction and a truth at the same time, and it was that transformation that drew me to photography."

A decade ago, he began reimagining his subject matter--often still lifes and portraits--by mining the internet for images that he printed, cut up, collaged, and photographed. Eventually he began to use his printed images to craft objects such as vases, fruit, and plants in three dimensions. He set his paper constructions amidst ecstatically patterned tabletops and backdrops to create lavish mash-ups so masterfully composed, lit, and shot that the resulting photographs are simultaneously realistic and painterly.

Gordon's photographs are achieved through a complex and painstaking series of manipulations. Throughout these projects, Gordon was focused on the 2D final product. In recent years he has become driven by the idea of exhibiting his sculptural props as three dimensional artworks in their own right, and creating whole environments out of his collages. Three years ago, Gordon and Greenway Conservancy Curator Lucas Cowan began talking about a commission to translate his work to outdoor public sculpture on The Greenway.

Daniel Gordon's studio is based in New York City, NY. Gordon's photography has been featured in galleries, museums, and art publications to critical acclaim. He has exhibited in solo exhibitions at James Fuentes (NY), M+B (LA), and Foam Fotografiemuseum Amsterdam, and been included in group exhibitions at the Getty Museum, Museum of Modern Art, and Saatchi Gallery in London, as well as MoMA PS1's Greater New York 2010. His work is in the collection of the Solomon R. Guggenheim Museum, Museum of Modern Art, Museum of Contemporary Art Chicago, and Pier 24.

II. PROJECT DESCRIPTION

The Conservancy has commissioned the Artist to create an exhibition that will span the entire 1.5 miles of The Greenway, consisting of multiple sculptures amongst other visual elements such as a mural at Dewey Square. The Artist will work with Conservancy Staff and the Consultant to enlarge his props (Exhibit A) into fully realized public sculptures.

Like the Artist's paper constructions, these new works will appear to be lifelike representations when seen straight on. These will be viewed in the round, revealing the artifice and imperfections behind the illusion as the back of the work becomes an abstraction of the object much like the props themselves.

The selected design-firm will work closely with the Artist to evaluate and creatively explore how the Artist's objects can be reinterpreted on a grand scale in the public arena. This process will require a deep and thoughtful collaboration between the Artist, the Consultant and the Conservancy.

III. PROJECT SCOPE

This project will be divided into three subsequent phases, with a separate contract and fee proposal structure for each phase. The ideal Consultant will be capable of fully managing all three phases. For the Fee Proposal associated with this RFP (Section VIII) only Phase One, detailing a research and evaluation period, should be considered.

Phase One will consist of research and design for potential sculptures in collaboration with the Artist and the Conservancy, with deliverables of quotes for various sculptures. Phase Two will consist of fully engineering and producing quotes for each of the three sculptures for presentation on The Greenway. Phase Three will consist of a contract for the full fabrication, installation and deinstallation of selected sculpture(s).

Phase Two and Three deliverables of engineering, fabrication and installation will be subsequently quoted and contracted. Upon successful, timely completion of Phase One, the firm may be contracted for Phases Two and Three.

Refer to the detailed schedule (Section IV) below for a timeline associated with each project phase. The Conservancy expects the designs to be considerate of a limited budget; interested Consultants are advised that the comprehensive funds allocated for all three phases is \$250,000-\$275,000.

3.1 RFP PHASE 1:

RESEARCH & DESIGN

For this project, the Consultant is asked to collaborate with the Artist to research and scope the feasibility of various sculptural opportunities illustrated in Exhibit A. This phase is a period to evaluate and study the Artist's existing objects, and to work with the Artist to determine the best methods for translating these objects into large scale public sculptures. The deliverable for Phase One will be fully considered sketches, including materials, construction and finishing methods, and an estimated budget for three proposed sculptures, following

these guiding objectives and considerations:

- A full collaboration with Artist will ensure the products are appropriately designed to meet his aesthetic priorities.
- The Artist will need guidance in considering trade-offs and variables in the process of creating large scale and durable work.
- Consultant may test finishing and fabrication methods with the Artist.
- Consultant will use the Artist's existing objects as a mock-up for large scale sculpture, balancing structural, aesthetic and budgetary considerations.
- A feasibility study of various sculptural options will occur with the artist and the Conservancy; site information and limitations will be provided by Conservancy staff on request after contracting.
- All designs will be suitable and engineered for public display in the New England climate for a one-year time period.
- All designs should consider the requirement for the artwork to be disassembled and fit within a standard shipping container for ease of transport and storage.
- Design considerations for each piece may be the same, but the sketch and budget may vary.
- Integrate with the Conservancy's efforts to reduce greenhouse gas emissions. Efforts should be made to minimize waste.

3.2 SUBSEQUENT PHASE 2 (NOT PART OF THIS INITIAL RFP PROCESS): ENGINEERING AND DESIGN FINALIZATION

Based on the presented budgets and sketches provided from Phase One, the Conservancy and Artist will narrow the potential artworks down to a set of one to three final artworks. As a deliverable for Phase Two, the Consultant will compile full engineering drawings and comprehensive project budgets for the selected sculptures. In producing these finalized designs, the Consultant will follow these guiding objectives:

- All MA stamped and engineered drawings must account for existing conditions: The Greenway is a park on top of a tunnel with a limited load capacity and sub-base depth.
- Appropriate footings or anchors to hardscapes must be designed with and approved by Conservancy staff.
- Each sculpture must be modular in design in order to accommodate storage in a shipping container; the ideal structures will fully exist for one year on The Greenway and will sustain the possibility of subsequent exhibition as a traveling sculpture.
- All recommendations shall serve the Conservancy's mission and maintain safe and enjoyable public access to all areas of the park.

3.3 SUBSEQUENT PHASE 3 (NOT PART OF THIS INITIAL RFP PROCESS): FABRICATION, INSTALLATION AND DEINSTALLATION

Based on a cost-benefit analysis, the Conservancy and Artist will determine which proposed sculptures from Phase Two should be fully fabricated. The deliverables for Phase Three will be the full fabrication, installation and deinstallation of one to three sculptures on The Greenway.

- All site work must happen through thorough coordination with Conservancy staff to ensure thoughtful treatment of all park infrastructure, including horticulture, hardscape and architectural elements.
- Installation plans should account for public safety and access to The Greenway; ideally sites are shut down as minimally as possible to ensure continued public access to The Park.
- Contractor footprint should be minimized.
- Contractor and all sub-contractors must comply with OSHA safety standards.
- Contractor and all sub-contractors must provide COIs and any relevant licenses.

IV. SCHEDULE

<u>Phase</u>	<u>Date</u>
RFP released	February 10, 2020
Site visit with artist and objects (optional)*	February 25, 2020, 11 am
Any questions due via email	February 28, 2020, 5 pm
Answers posted on The Conservancy website	March 6, 2020, 5pm
<i>Second round of questions and answers</i>	
Any questions due via email	March 20, 2020, 5 pm
Answers posted on The Conservancy website	March 24, 2020, 5pm
Extended deadline for proposals	Monday March 30, by 11:59 PM
Consultant team interviews (via video chat)	April 13-15, 2020
Alternate interview (via video chat)	April 20-21, 2020
Consultant team selected by	May 8, 2020
Phase One proposed work period	June 1, 2020 - July 31, 2020
Phase Two proposed work period	August 24, 2020 - October 2, 2020
Phase Three work period	
Pt. 1: Fabrication	November, 2020 - May, 2021
Pt. 2: Installation	June, 2021
Pt. 3: Deinstallation	April, 2022 - May, 2022

The Conservancy suggests the above timetable for the Project work periods but is open to the Consultant's input during the interview process.

*For respondents who choose to participate in the optional site visit, we will meet at: **Greenway Conservancy Offices; Second Floor, 185 Kneeland St, Boston, MA 02111**

Please be aware that all communication and proposals are subject to Public Record law.

4.1 RFP CONTACT

With the release of this RFP, all communications should be directed in writing via email to:
Sheila Novak, Public Art Project Manager, snovak@rosekennedygreenway.org

Any oral communication is considered unofficial and non-binding to the Conservancy. After the proposal deadline, vendors should not contact the RFP contact or any other member of the Conservancy, except to respond to a request by the RFP contact.

V. SUBMISSION INSTRUCTIONS

5.1 WRITTEN PROPOSAL

A) Response to Scope of Services RFP submittals should outline a project framework including specific services, project timeline, and action items that will be necessary to complete the tasks outlined in the Project Scope (Section III).

B) Experience and Qualifications Include examples of three to five comparable projects and reports that your company has executed including location, description, images, cost range, and length of installation. Summarize the critical challenges.

C) Staffing Plan and Key Staff Qualifications Describe the qualifications and experience of the project manager, key support staff and any anticipated subcontractors to be assigned to the project. Describe how your company will manage these resources to ensure its ability to execute the project on schedule and within budget.

Please identify if your company is a certified Small, Small Local, Minority-, or Women-Owned Business Enterprise.

D) References Provide contact information for three references of clients and/or organizations that can attest to your ability to successfully complete a project of comparable magnitude and complexity. References should have had firsthand work experience with your company within the past 10 years.

5.2 FEE PROPOSAL

Please use the provided fee proposal form (Section VIII) to outline anticipated fees.

5.3 SUBMISSION

RFP submittals must be submitted electronically by **Monday March 30, by 11:59pm EST.** All materials should be emailed as attachments (no more than 25MB in total file size) to:

snovak@rosekennedygreenway.org with **“Public Art Research and Design RFP”** as the subject line.

VI. EVALUATION PROCESS

The Conservancy will evaluate all Submittals in accordance with the provisions of this RFP, based on the criteria described below. In its evaluation, the Conservancy may consider all information contained in the Consultant’s Response and any other information obtained by the Conservancy.

The Conservancy will award the contract in accordance with the "CONTRACT AWARD" section below. Before awarding the Contract, the Conservancy will conduct interviews with selected Respondents to clarify and assure understanding of the contents of the Response, as well as the requirements of the RFP and the Contract, discuss with the Respondent deficiencies or uncertainties in its Response, discuss cost and fee information, and discuss any other matters relevant to such Response. No statements made or actions taken by any representative of the Conservancy during such discussions shall be binding on the Conservancy. If requested by the Conservancy, some or all of the key personnel identified in the Respondent’s or Response will be required to participate in the discussions or to be available for an interview with Conservancy representatives.

6.1 EVALUATION CRITERIA

The criteria listed below will be applied to evaluate the Submittals.

A) Best Value

The Conservancy shall select the Contractor based on the Response representing the Best Value, in the Conservancy’s sole discretion. For purposes of this RFP, “Best Value” shall be deemed to mean the Response, as determined by the Conservancy, which best balances and supports the following objectives: quality, economic value, timely performance, minimal administrative burden, expediency, flexibility in developing alternative business relationships and the continuing participation of quality contractors. The Best Value does not necessarily mean the least expensive response to an RFP.

B) Best and Final Offer

At any time after submission of Submittals and prior to the final selection of Respondents for contract negotiation or execution, the Conservancy shall have the option to provide Respondents with an opportunity to provide a “best and final offer” and may limit the number of Respondents selected for this option.

6.2 CONTRACT AWARD

The Conservancy reserves the right to reject any and all submittals if it determines that such action is in the best interest of the Conservancy.

This RFP is not binding on the Conservancy. The Conservancy assumes no responsibility for the costs incurred in the preparation of a Response or related activities. This RFP and Response Form have been prepared solely to solicit Submittals, and are not contract offers. The only documents that will be binding on the Conservancy are the Contract duly executed by the Conservancy and the Consultant.

Submittals shall be considered a firm offer and shall remain effective unconditionally for a minimum of 1 year.

VII. TERMS AND CONDITIONS

7.1 PROCUREMENT AMENDMENTS

The Conservancy may, at any time prior to the execution of a definitive contract, and without penalty, amend an RFP or change the procurement requirements, scope, budget or procurement schedule upon notice to Respondents. Any amendment shall be issued by means of written addendum. Any and all addenda so issued shall become part of the RFP.

7.2 PROCUREMENT CANCELLATION

The Conservancy may for any reason, and at any time prior to the execution of a definitive contract, and without penalty, notify Respondents of a cancellation of a competitive procurement process and the rejection of all Submittals.

7.3 CORRECTIONS TO A SUBMITTED RESPONSE

The Executive Director of the Conservancy shall determine whether to allow the correction of non-material errors or omissions in a Response. Non-material errors or omissions are matters of form rather than substance and may include clerical errors or minimal or insignificant mistakes that can be corrected without prejudice to other Respondents.

7.4 REFERENCES

The Conservancy shall have the right to request references, in addition to any references or examples of past projects specified in the RFP, at any time during the procurement process and at any time during the period of contract performance. The Conservancy may verify any references included in a Consultant's Response and conduct any other reference or credit checks as it deems appropriate. The Conservancy may consider any written references, including documentation of performance records of a Consultant on file at the Conservancy or solicited from any other entity, documentation of reference checks or other documentation solicited by or submitted to the Conservancy during the procurement process.

7.5 DISQUALIFICATION

A) The Conservancy may disqualify any Response that it determines to be unresponsive, including, but not limited to:

- (1) Submittals which are received after the deadline for submission specified in an RFP.
- (2) Submittals that fail to meet, address or comply with material requirements in an RFP, including instructions for submission, content or format.
- (3) Submittals which indicate collusion or unfair trade practices by one or more Respondents agreeing to act in a manner intended to avoid or frustrate the process described herein or any law or regulation.
- (4) Submittals submitted by a Consultant which has an actual or potential conflict of interest, as determined by the Conservancy's Audit and Risk Management Committee, based on the information disclosed on the Response or on any other credible information regarding the Consultant obtained from any reference or other source.
- (5) The failure of the Conservancy to reject a Consultant whose Response is otherwise non-responsive or unacceptable shall not preclude the Conservancy from subsequently rejecting such Response.

B) In addition to the foregoing, a selected Consultant's Response shall be disqualified if the Conservancy determines that the Consultant:

- (1) is intentionally or unreasonably delaying the timely execution of a definitive agreement;
- (2) negotiates in bad faith;
- (3) refuses to execute a definitive agreement; or

(4) is unable to reach final agreement on contractual terms with the Conservancy within a reasonable time as determined by the Conservancy.

C) If a selected Consultant's Response is disqualified for any reason, the Conservancy may negotiate a contract with the next Best Value qualified Consultant.

7.6 DISCLOSURE

No Consultant shall make any news release or announcement, or hold any press conference, concerning its selection or non-selection for a contract prior to the Conservancy's public release of said information.

As a non-profit committed to transparency and subject to the Public Record Law, bidders submissions may become public information at some point.

7.7 CONTRACT AND AMENDMENT NEGOTIATION

The Conservancy may negotiate with the selected Consultant prior to execution of a contract, and with the Contractor after a Contract has been executed, as follows:

A) The language of the RFP shall determine what elements of contract performance or cost, within the scope of the original RFP and a Consultant's Response, may be negotiated. If the RFP is silent as to what can be negotiated, the Conservancy and a selected Consultant or Contractor may negotiate only the details of performance identified within the scope of the original RFP and the Consultant's Response, and may not increase or change the scope of performance or costs.

B) The Conservancy and a selected Consultant or Contractor may negotiate a change in any element of contract performance or cost, identified in the original RFP or the Consultant's Response, which results in lower costs or in a more cost effective or better value than was presented in the Consultant's originally-selected Best Value Response.

C) Each contract shall require that the selected Consultant provide the Conservancy with notice of any actual or potential conflict of interest that arises in connection with its performance of the contract as a result of obligations it has to another client or as a result of any other business relationship, and shall reserve the right of the Conservancy to terminate any contract as a result of any such potential or actual conflict of interest.

7.8 ACCEPTANCE

A) Work Quality

Quality Assurance and Quality Control shall be carried out by the contractor. If any substandard work or contractor-damaged property is discovered after installation, these defects shall be replaced by the contractor at no additional cost to the Conservancy.

B) Permits and licenses

The contractor shall procure all required permits and licenses except as otherwise specified herein. The contractor shall comply with all laws and other requirements of regulatory authority, shall pay all charges fees and taxes (where applicable) and shall give all notices necessary and incidental to the due and lawful prosecution of the work.

C) Insurance

The Contract shall contain the Conservancy's standard insurance and indemnity provisions. In addition, the Contractor will be subject to additional Professional Liability at the levels listed below.

Professional Liability Contractor shall maintain the following professional liability limits:

\$1,000,000 per claim \$2,000,000 aggregate Deductible: Not to exceed \$10,000

D) Compensation

Unit costs for the items herein shall be inclusive of all incidental tasks and materials required to accomplish the task in an active public park.

Any quantities indicated in this RFP or elsewhere in the Bid Documents are estimates only and are given solely as a basis for the comparison of Submittals. The Conservancy reserves the right to increase or decrease the quantity of any particular item of work.

When the accepted quantities of work vary from the quantities in the Response schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done.

No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from such increased or decreased quantities or from unbalanced allocation, among the contract items of overhead expense on the part of the Contractor and subsequent loss of expected reimbursement therefore or from any other cause.

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VIII. FEE PROPOSAL

Scope	Estimated Hours	Fee
Phase 1: Research & Design		
Phase 1: Travel (for Artist or Firm to/from NYC)		
Report of Findings		
Total		
Donated (Pro Bono) Work*		
Total (Less Donation)		

*The Greenway Conservancy will work with the selected firm on ways to appropriately recognize donated services; examples might include acknowledgement in the park, in social and owned media channels, in its Annual Report, or special event invitations.

EXHIBIT A : Description of Artist Concept

Artist Statement from Proposal: Permanent Props

My work attempts to operate at the intersection of analogue and digital imaging technologies, shifting between techniques common to the traditional darkroom and those made available through the use of graphics editing programs such as Photoshop. In my pictures, the art historical genre of the still life is made the departure point for formal exercises that link handmade and computer-based processes and materials—mapping out a hybridized terrain for my photographic practice.

In my ongoing series of mounted photographs, I appropriate images of common still life subjects found online (vases, fruits, plants), combining these with forms I produce digitally. Printing the images on paper before cutting them out, I then assemble a three-dimensional tableau in the studio that is photographed with an 8x10 large format camera. In this way, I attempt to transfer my chosen materials from the online to the corporeal, and from the 2D to the 3D and back again. The resulting pictures attempt to inhabit an ambiguous pictorial space that oscillates between flatness and depth. The discarded props are often sporadically worked on over time, resulting in objects that resemble something akin to a permanent prop.

Turning away from all-over pattern and collage, I have been working on a series of inkjet prints on canvas the past three years. This direct not to painting has produced a shift toward more explicitly formal concerns. In these images, the familiar fruits and vases appear again, though the heightened abstraction now brings color and shape more closely to the fore. They are produced via a kind of digital excavation, whereby these compositions are the remainder of a repeated process of peeling away transparent layers in Photoshop. My use of simpler form and solid planes of color in these prints, attempts to turn process perceptible, drawing out the expressive and mark-making capacities of the digital.

I have created a proposal below for The Rose Kennedy Greenway that incorporates, and expands upon this blending of mediums. I see this as an opportunity to create a cohesive exhibition consisting of photographs, paintings, sculptures, and a mural.

Sculptures/Permanent Props: Imagery on subsequent pages

- Images of front and back of Artist objects
- Final sculptures should reflect the distinct front and back, expressing the attitude of repurposing materials in the studio
- Renderings at suggested scales of 14 ft. and 20 ft
- Note: artist renderings on landscape are not to scale



















Illustrative scale example



(14 ft sculpture and 6ft man)

Illustrative scale example



(20ft sculpture and 6ft man)

EXHIBIT B: Examples of Past Work



Artichokes and Potatoes



Philodendron and Bust with Vessels and Fruits



Summer Still Life



Green Echinacea and Artichokes



Simple Fruit



Rubber Plant with Onions and Artichoke



Still Life with White Poppies and Blue Lemons



Fiddle Leaf Ficus and Pears



Still Life with Apples and Echinacea



Still Life with Oranges, Vessels, and House Plant



Still Life with Vegetables and Tulips

EXHIBIT C: Project Inspiration



Claes Oldenburg
Apple Core



Claes Oldenburg
Two Cheeseburgers, with Everything



Tom Wesselmann
Still Life with Blue Jar and Smoking Cigarette



Franz West
Ergebnis



John Chamberlain
Peau De Soie Music



Tom Wesselmann
(Backside of sculpture)



Claes Oldenburg
Clothespin