



**ALLIANCE FOR DOWNTOWN NEW YORK, INC.**

**REQUEST FOR PROPOSALS**

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***Re:Construction Arts Consultants***

## Re:Construction Case Statement

Nearly seven years have passed since the start of one of the largest construction undertakings in the history of American cities. The centerpieces of the massive rebuilding process in Lower Manhattan, including The World Trade Center Memorial, the Freedom Tower, the new PATH station, Fulton Street Transit Center, and South Ferry Station Terminal, comprise only a fraction of the unprecedented amount of public and private investment being funneled into the transformation of Downtown's one square mile. With nearly 40 private developments underway, and dozens of public water main replacement, street reconstruction, and engineered resurfacing projects in progress or on the near-term horizon, Lower Manhattan's subterranean and above-ground modernization is in full swing.

While this inspiring effort signals an exciting future for Lower Manhattan, the construction puts an inevitable strain on the community's roadways, sidewalks, and public spaces: construction-related traffic detours and sidewalk closures limit access and mobility, while orange cones, sidewalk sheds, Jersey barriers, and construction machinery envelop the urban landscape. The chaotic appearance of construction can ultimately discourage people from walking into adjacent retail stores, restaurants and public spaces as they look to avoid the perceived disorder.

As we sharpen our focus on a Downtown rebuilt, we must also maintain the integrity of daily life for our workers, residents and visitors today. Between now and 2012, we must create the future we envision, while simultaneously redefining the experience of construction, offering our community an appealing, distinctive Lower Manhattan identity that upholds safe, clean and enhanced street life.

*Re:Construction* is a program initiated by the Downtown Alliance. Originally a pilot and now in expansion through a significant grant from the Lower Manhattan Development Corporation, it proposes to transform Downtown construction from urban blight into public attraction, by installing creative content on and around construction sites. Using site elements and their surroundings as "found objects" for artistic interpretation, *Re:Construction's* objective is to recast construction sites as canvasses for public art and design, and channel excitement about the rebuilding process.

With the participation of numerous public and private partners, the *Re:Construction* program will take an unusual approach to construction mitigation by creating a network of visual experiences at different locations, collectively producing a more vibrant district, day and night. Each project will be designed around key elements of construction sites: blue construction walls, metal construction fencing, concrete barricades, exposed building exteriors, and sidewalk scaffolds and parapets. The Downtown Alliance will engage recognized arts consultants, urban designers, event planners, gallerists and independent curators to work with artists and develop installations to create a unique, memorable visual identity for the construction sites of Lower Manhattan. Staffed by the Downtown Alliance and advised by a public/private Advisory Group, the program's objectives will be to revitalize Downtown street life through artistic installations; to mitigate the district's construction-related fatigue; and to engage in meaningful collaboration while making something good out of something bad.

## Executive Summary

*Re:Construction* is a public art and architecture program initiated by the Alliance for Downtown New York, Inc., that proposes to transform Downtown construction sites from urban blight into public attraction by recasting them as temporary canvasses for public art and architecture. The program was launched as a pilot in the fall of 2007 with three projects on public sites and an additional private site installation. Three more launched in summer 2008 as Phase 1 of an expanded *Re:Construction* program. Please see the attached materials for images and information about the Pilot and Phase 1 projects.

The program, now in expansion through a significant grant from the Lower Manhattan Development Corporation, received wide public acclaim, has been lauded by The New York Times, ARTNews, and other local, regional, and national publications, and was the recipient of a 2008 AIA Design Award. The Downtown Alliance is now seeking Arts Consultants to work as our intermediaries with established and emerging artists and architects to develop additional temporary projects during what is an unprecedented period of rebuilding for Downtown.

The mission of the Alliance for Downtown New York is to be the principal organization that provides Lower Manhattan's historic financial district with a premier physical and economic environment, advocates for businesses and property owners and promotes the area as a world-class destination for companies, workers, residents and visitors. The Downtown Alliance manages the Downtown-Lower Manhattan Business Improvement District (BID), serving an area roughly from City Hall to the Battery, from East River to West Street.

The Downtown Alliance is committed to a vision of Lower Manhattan as a wonderful place to live, work and play, and to building a vibrant multi-use neighborhood where businesses can prosper and the residential community can flourish.

## **I. PROGRAM DESCRIPTION**

### **History and Overview**

*Re:Construction* is a program of the Alliance for Downtown New York which recasts construction sites as canvases for public art and architecture. The program was developed in response to the unprecedented amount of construction in Lower Manhattan. *Re:Construction* was conceived with the active, core mission of redefining and enhancing Downtown's pervasive construction sites.

The pilot program for *Re:Construction* began in 2007, when the Downtown Alliance partnered with the Lower Manhattan Cultural Council (LMCC) to issue an Open Call for artist proposals for temporary art projects to be installed on Downtown construction sites. Over 120 submissions were received in response, and three were selected and ultimately realized on individual public agency construction sites in the financial district. A fourth project was curated on a private development site in Battery Park City.

The pilot program received overwhelming public attention and support and the Downtown Alliance was subsequently awarded \$1.5 million for *Re:Construction* through the Lower Manhattan Development Corporation's (LMDC) Community Enhancement grant fund. In addition to expanding the use of construction site art, this funding will also cover the cost of implementing a temporary signage and wayfinding program, which is not the subject of this Request.

### **Program Expansion**

Thanks to this generous grant from the LMDC, the *Re:Construction* program is now being expanded. Over a period of three years, the Downtown Alliance intends to undertake projects from the Battery to Houston Street, a geographic area which includes both our district and the LMDC's catchment-area, and expects to subcontract with up to four Arts Consultants who will collectively be called upon to produce approximately 30 projects over the next three years.

## **II. SCOPE OF WORK**

### **Role of Arts Consultants**

Arts Consultants will serve as the artistic and curatorial intermediaries for the Downtown Alliance. Specific responsibilities include, but are not limited to, the following:

- Arts Consultants will first be responsible for identifying artists who will develop creative installations for specific Downtown construction sites, the process for which will include:
  - Soliciting or otherwise identifying proposals from artists
  - Reviewing artist proposals, and making recommendations to the Downtown Alliance for no fewer than five artist proposals
  - Ensuring each recommended proposal includes the following information:
    - Name and professional information about each artist

- Description of project concept
  - The proposed materials to be used
  - Preliminary budget based on estimated costs for a hypothetical project on a fifty-foot barrier (including cost estimates for materials, installation, and artist fees)
  - Preliminary installation plan based on hypothetical project on a fifty-foot barrier
  - Preliminary project timeline
- Once an artist is selected, Arts Consultants will manage the artistic and curatorial aspects of any chosen project for the duration of the project.
  - Arts Consultants will work closely with the Downtown Alliance on any revisions to each project proposal, for reasons including but not limited to site conditions, permits or other regulatory requirements.
  - Arts Consultants will work closely with the Downtown Alliance to match selected proposals to specific sites.
  - Arts Consultants may also be asked to join in presenting selected proposals to participating developers and government officials.

When developing the preliminary budget and project scope, Arts Consultants should be aware that the Pilot and Phase 1 projects ranged in cost from \$5,000 to \$35,000, and that the Downtown Alliance reserves the right to select projects of any size, scope, and cost, including both smaller projects and larger-scale projects. An Advisory Group comprised of public and private sector participants will provide advice on general program criteria and will be available for ad hoc project advice.

Arts Consultants will be funded through the LMDC Community Enhancement grant and must comply with reporting and other funding requirements, to be discussed further later.

Please note that the Downtown Alliance will cover costs for artists' fees on both public and private development sites; in many cases, funding for other project costs (for example, costs for materials, installation, or City permits) may be available.

### **Concept to Product Timeline**

- Arts Consultants will recommend proposals for projects to be installed on Downtown construction sites, and the Downtown Alliance will work concurrently to secure project locations.
- The Downtown Alliance, in consultation with the public agency or private developer undertaking construction at any given site, and the Advisory group, will select a project and authorize the Consultant to proceed.
- The Downtown Alliance will offer construction project management throughout project planning and installation, including technical assistance with obtaining City permits for each project. Arts Consultants will not be responsible for acquiring City permits.
- The Arts Consultant will manage artists, offer artistic project management, and provide curatorial services throughout project planning and installation.
- The Downtown Alliance will document and promote the project, Arts Consultants, participating developers, artists, and all other participants.

## How to Apply

To be considered as an Arts Consultant for this project, you must prepare and submit a booklet (8 ½" x 11" oriented either portrait or landscape) to include the following information:

- Letter of Interest  
The letter should be a carefully considered discussion about why your team is interested in participating in this program. Please cite relevant information about the challenges of public art projects, particularly as they relate to construction sites, and your experience with projects of comparable complexity.
- Approach  
If selected, how would you or your organization approach this project? Your answer to this question will be a key component in assessing your appropriateness and fit for this program.
- Team/Organization Overview  
Provide a review of the team's members and their respective expertise, or a CV for individuals.
- Portfolio  
Teams must present relevant examples of past work which demonstrate your ability to execute projects of comparable complexity. At a minimum, project descriptions should include:
  - a general description
  - project photographs
  - how the project was executed
  - any awards or peer recognition
- Pricing  
Teams must include a fee estimate for providing artistic consulting. Fee estimates should include costs for solicitation of artists (open call, RFP, or other method) and curatorial services on an estimated per project basis.
- Additional Information  
Please include any additional information that you or your organization feels will help the Downtown Alliance determine your overall preparedness for participation in this program. Additional materials must be included in your submission.
- Contact  
The last page of the submission should list the name, telephone number, and email address for you or your primary contact.

Materials are to be submitted in accordance with Section IV "Pertinent Dates" and Section V "Proposal Submission Process", below.

### III. REQUEST FOR PROPOSALS

The Downtown Alliance is inviting proposals from qualified firms ("Proposers") by this request ("Request") to serve as artistic consultants who will manage the artistic aspects of art projects installed on participating Downtown construction sites. Proposers are invited to submit proposals (each, a "Proposal") to perform the services (the "Work") described in the Scope of Work above, and each Proposal must contain all sections described therein. If a satisfactory Proposal is selected, it is anticipated that the Downtown Alliance will enter into a contract (the "Contract"), the form of which is attached as Appendix A, with the selected Proposer for a one-year period. Please refer to the *Re:Construction* Case Statement, above, for additional information on the program.

### IV. PERTINENT DATES

- A. All Proposals are due by 3:00 p.m. on Friday, October 3rd, 2008 (the "Closing Date").
- B. Interviews for select Proposers will be held at a date and time to be determined. Please be prepared to schedule and attend an interview during the weeks following the Closing Date.

### V. PROPOSAL SUBMISSION PROCESS

- A. Three (3) copies of a written Proposal and one (1) disc containing a digital copy of the document in PDF or JPG format must be received by the Downtown Alliance by the Closing Date. Proposals received after the Closing Date may not be accepted by the Downtown Alliance, and if accepted may not be considered in response to this solicitation. Please see the above Scope of Work section for detailed Proposal requirements.

Proposals shall be addressed as follows:

**Alliance for Downtown New York, Inc.**  
**120 Broadway, Suite 3340**  
**New York, NY 10271**  
**Attention: Valerie Lewis, Senior Vice President, Marketing**

The Downtown Alliance will not accept oral Proposals or Proposals by facsimile or electronic mail.

All questions regarding the Request must be in writing and should be directed to **Whitney Barrat**, Project Director, via electronic mail ([wbarrat@DowntownNY.com](mailto:wbarrat@DowntownNY.com)). Questions and responses from the Downtown Alliance may be shared with other Proposers.

- B. Proposals are to contain the following:
  - 1) Any assumptions regarding the Work to be performed by the Proposer;
  - 2) A statement of the exceptions, if any, which the Proposer takes to any terms and conditions contained in the "Scope of Work" or any other portion of this Request (including a specific reference to any provision to which it is taking exception);

- 3) Application submission, including qualifications (see section on How to Apply, above);
- 4) A fee estimate for providing artistic consulting, including costs for solicitation of artists (open call, RFP, or other method) and curatorial services on an estimated per project basis.

## **VI. TERMS GOVERNING REQUEST AND SELECTION**

### **A. Review of Proposals**

The Downtown Alliance will review all Proposals for completeness and compliance with the terms and conditions of this request. The Downtown Alliance reserves the right to request additional materials, including those it may deem useful or appropriate to evaluate each Proposer's qualifications and past experience, or clarification or modification of any submitted Proposal. Such requests will be responded to in a timely manner, as determined by the Downtown Alliance. Submission of a Proposal shall constitute the Proposer's permission to the Downtown Alliance to make such inquiries concerning the Proposer as the Downtown Alliance in its discretion deems useful or appropriate. The Downtown Alliance is not obligated to make any such request or to accept any unsolicited additional materials, clarification, modification or background information.

The Downtown Alliance reserves the right, in its sole discretion, to reject at any time any or all Proposals, to withdraw this Request without notice and to negotiate with one or more Proposers submitting Proposals or entities not submitting Proposals on terms other than those set forth herein.

The Downtown Alliance will select up to four Proposer(s) which, in the sole judgment of the Downtown Alliance with the advice of its Advisory Group, most successfully demonstrates the necessary qualities to participate in the program, offers the most favorable financial terms, and best meets the other needs and goals of the program, the community, and the Downtown Alliance. The Downtown Alliance reserves full right to reject all proposals if it so chooses.

Under no circumstances will the Downtown Alliance pay any costs incurred by a Proposer in responding to this Request.

The review or selection of a Proposal submitted by a Proposer will create no legal submission or equitable rights in favor of the Proposer, including without limitation, rights of enforcement or reimbursement.

Failure by the Downtown Alliance for any reason to select Proposer(s) or to enter into the Contract with a Proposer once selected as a result of this Request will not create any liability on the part of the Downtown Alliance or any of its members, officers, employees, agents, consultants or other Proposers. Submission of a Proposal by a Proposer in response to this Request will constitute a waiver by such Proposer of any claim against any of the foregoing for any costs incurred or for any matters arising thereunder or in connection with the review of such Proposal by the Downtown Alliance.

All Proposers may be subject to the New York City Vendex Review Process to determine Proposers' previous track record and contractual experience with New York City. More information is available at <http://www.nyc.gov/html/mocs/html/home/home.shtml>



## B. Execution of the Contract

The submission of a Proposal with respect to the District shall constitute an agreement by the Proposer that it intends to execute the Contract contained in Appendix B with the Downtown Alliance. If the Downtown Alliance notifies the Proposer that it has been selected, then Proposer shall execute the Contract with the Downtown Alliance within one week of such notification and receipt of an execution copy. In the event that the Proposer fails to execute the Contract expeditiously, for any reason within such period, the Downtown Alliance may void the selection of the Proposer and negotiate and execute a Contract with another party (or no party, if it so chooses). Work will begin immediately upon execution of the Contract.

**APPENDIX A**  
**CONTRACT FORM**

\_\_\_\_\_, 2008

[Company Name and Address]

Dear -----:

The Alliance for Downtown New York, Inc. (the "Downtown Alliance") hereby engages you *or company name if company* as consultant ("Consultant") to assist the Downtown Alliance \_\_\_\_\_ . All work provided under this agreement (this "Agreement") shall be performed according to the terms and conditions more particularly set forth below, under the supervision of \_\_\_\_\_ .

**SCOPE OF SERVICES:** Consultant shall perform the following services on behalf of the Downtown Alliance (collectively, the "Work"):

Please see Scope of Work as set forth above.

**TERM:** The term of this Agreement shall commence on \_\_\_\_\_, and end on \_\_\_\_\_ unless sooner terminated in accordance with the provisions of this Agreement (the "Term").

**COMPENSATION:** Consultant will complete all Work for a fee of \$\_\_\_\_\_

**REIMBURSABLE EXPENSES:** "Reimbursable Expenses" shall mean and refer to the reasonable, out-of-pocket costs actually incurred by Consultant in connection with the Work. Reimbursable Expenses will be paid at cost, and shall not exceed the maximum aggregate amount of \_\_\_\_\_ dollars (\$) during the Term. All Reimbursable Expenses must be evidenced by receipts. Any individual expense constituting a Reimbursable Expense of One Hundred Dollars (\$100.00) or more must be approved in advance by the Downtown Alliance.

**PAYMENT AND INVOICES:** Upon satisfactory completion of the Work described above, Consultant will be paid within fifteen (15) days of receipt by the Downtown Alliance of an itemized invoice detailing services performed, and Reimbursable Expenses incurred, with receipts attached.

**INDEPENDENT CONTRACTOR:** Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms and conditions of this Agreement, Consultant will not be deemed to be acting as an agent of the Downtown Alliance by virtue of this Agreement or by virtue of any approval, grant, or other authorization given by the

Downtown Alliance pursuant to this Agreement. Consultant is acting as an independent contractor performing services for the Downtown Alliance without power or authority to bind the Downtown Alliance. Consultant is solely responsible for all acts taken or omitted in performance of this Agreement.

**INSURANCE:** Throughout the Term of this Agreement, the Consultant will maintain, and will cause all of its subcontractors and permittees to maintain, the following insurance:

- A. Commercial General Liability Insurance written on an ISO Occurrence Form or its equivalent relating to the work performed under this Agreement providing a Limit of not less than \$2,000,000 in the aggregate and not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$1,000,000 products/completed operations and contractual coverage which will remain in effect for a period of not less than five (5) years beyond the completion of work under this Agreement;
- B. The Downtown Alliance, the City of New York (the "City"), and the New York City Department of Small Business Services must be named as additional insureds on all policies listed in the foregoing subparagraph (A) pursuant to endorsements to each of such policies and the Consultant must be named as additional insured on all such policies obtained by its subcontractors and permittees;
- C. Consultant and all subcontractors will also maintain Statutory Workers' Compensation and Employer's Liability Insurance covering all Consultant's and subcontractors' employees engaged in the work performed under this Agreement; and
- D. Certificates of insurance (and such other evidence of the insurance required to be maintained under this Paragraph entitled "Insurance" as may be acceptable to the Downtown Alliance, including, without limitation, complete copies of all such insurance policies and endorsements) in form and substance reasonably acceptable to the Downtown Alliance, must be supplied for review and approval prior to the commencement of the Work. Consultant shall release and waive all rights of subrogation against the Downtown Alliance possessed by Consultant's insurers with respect to the assumption and discharge of the obligations of Consultant pursuant to this Paragraph, and Consultant represents and warrants that it is authorized to make such release and waiver under its policies of insurance. Each issuer of each insurance policy required to be maintained under this Agreement shall evidence its agreement that each such policy shall not be cancelled or materially amended without 30 days prior notice to the Downtown Alliance.

**INDEMNIFICATION:** Consultant shall indemnify, protect, defend, save and keep harmless the City, the New York City Department of Small Business Services, and the Downtown Alliance, and their respective officers, directors, employees, agents and partners (collectively, the "Indemnified Parties"), from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions suits, costs, expenses and disbursements, including, without limitation, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (collectively, "Liabilities"), which may be incurred by or imposed on the Indemnified Parties, or any of them, and in any way relating to or arising out of Consultant's services provided under this Agreement, except to the

extent that any of such Liabilities are directly due to the negligent acts or omissions of such Indemnified Party(ies). Consultant will be solely responsible for the safety and protection of all its employees and will assume all liability for injuries, including death that may occur to said employees due to negligence, fault or default of Consultant. Consultant will also require such indemnification from its contractors, subcontractors, and permittees.

**ASSIGNMENT:** Consultant shall not assign, subcontract, transfer, convey or otherwise dispose of this Agreement or any interest therein, in whole or in part, without the prior written consent of the President of the Downtown Alliance. The Downtown Alliance shall have the right to assign this Agreement to the City of New York without the consent of the Consultant.

**BOOKS, RECORDS, AUDITS AND INSPECTIONS:** Consultant shall keep accurate books and records in accordance with generally accepted accounting practices. Such books and records shall include, but not be limited to, employee time and payment records; accounts receivable and payable; purchase orders and sales receipts; liabilities and payments rendered for the purposes of this Agreement. All books and records of Consultant shall be available upon three (3) business days notice for the purposes of auditing or inspection for purposes of verifying compliance with the terms of this Agreement and applicable law.

**WARRANTIES:** Consultant warrants that qualified personnel in accordance with the best-accepted practice will render services of any nature furnished hereunder competently. Consultant further warrants that such services comply with all requirements of federal, state, and local laws and regulations, including, without limitation, the Occupational Safety and Health Act of 1970. All work will be completed in a professional manner according to the highest industry standard practices.

**OWNERSHIP OF MATERIAL:** Consultant acknowledges that for the purposes of the U.S. Copyright Law, any materials prepared under this Agreement will be deemed a work specially commissioned and all rights in such work will be a "work made for hire" and will belong entirely to the Downtown Alliance, its successors and assigns, in perpetuity and it or they may make such use of such rights in all media throughout the universe without further obligation to Consultant. However, if it is determined that any such materials are not works made for hire, Consultant will be deemed to have assigned all right, title and interest therein, including the copyright, to the Downtown Alliance and will be deemed to have waived any right to termination of such assignment.

**TERMINATION:** The Downtown Alliance may terminate this Agreement upon five (5) days notice with cause, i.e., upon a determination by the Downtown Alliance that Consultant has materially failed to perform under this Agreement, or upon ten (10) days notice without cause, in which case an equitable adjustment, if necessary, will be made.

**VENDEX:** This Agreement shall be effective subject to, and no payments shall be made prior to Consultant's successful completion of a VENDEX review by the City, and neither the Downtown Alliance nor the City shall be liable to the Consultant if this Agreement is terminated because of a determination by the City that Consultant has failed such review.

**OTHER:**

- A. This Agreement represents the entire understanding between the parties. Neither this Agreement nor any provision hereof may be modified, changed, waived or terminated

orally, but only by an instrument in writing, signed by the party against whom enforcement of the modification, change, waiver or termination is sought.

- B. The failure of either party to enforce or otherwise require strict performance of any of the terms or conditions of this Agreement or of the party's right in any one or more instances shall not constitute a waiver by the party of such performance, terms, conditions, or rights either then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.
- C. If any term or provision of this Agreement or the application thereof to any entity or individual in any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to the entities or individuals or in the circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- E. Except to the extent otherwise expressly provided for herein, all notices, demands, consents and approvals given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, delivered to an overnight courier service with guaranteed next business day delivery or, if deposited in the mail, postage prepaid, certified or registered, return receipt request, addressed to the parties hereto at their respective addresses first set forth above upon the earlier of actual receipt thereof or the fifth calendar day after such mailing. Any party may change its address by notice to the other party.

Please sign both original copies of this letter agreement to evidence your agreement to and acceptance of the foregoing terms and conditions, and return one to my attention.

Sincerely,

Elizabeth H. Berger  
President

AGREED TO AND ACCEPTED BY:

[NAME OF CONSULTANT COMPANY]

By: \_\_\_\_\_

Name:

Title:

EIN: \_\_\_\_\_