



Request for Proposals: Coordination of Public Art Collection Maintenance and Conservation

Denver Public Art Program, Denver Arts & Venues

About the Project

Denver's Public Art Program is in its 30th year and maintains approximately 400 public artworks in its collection throughout the City and County of Denver. Denver Public Art is seeking a qualified provider to coordinate the Public Art Collection's maintenance and conservation. Provider must have experience in project management and oversight working with multiple stakeholders, construction, electrical, fabrication, maintenance and repair, to oversee the coordination of several concurrent maintenance and conservation projects on an as-needed basis beginning in January 2019.

Qualifications:

- Minimum of 3 years of experience in project management and oversight
- Experience working with artists, contractors, electricians, fabricators, conservators, and city agencies

Scope of Services:

- Oversee the annual condition survey report of approximately half of the public art collection (200 artworks) with maintenance recommendations and documentation. (25%)
- Locate and work with contractors for estimates and repairs (20%)
- Work with City agencies to coordinate repairs, including staging and permits. (20%)
- Develop and oversee a maintenance calendar and schedule for collection (15%)
- Update public art database with maintenance information (10%)
- Research new techniques and materials to help prolong the life of the collection (5%)
- Assist to review new projects, in the design phase, for maintenance concerns (5%)

The proposed start date for this project is January 2019 with a completion date of December 31, 2019. The contract will be between the City & County of Denver (the "City") and the selected provider and will not exceed \$49,000.

Deadline to submit a proposal is 11:59pm, Monday, October 22, 2018.

Submittal Requirements

If you are interested in this project, please email proposal to Michael Chavez at michael.chavez@denvergov.org with "Public Art Maintenance Contractor" as the subject. Proposal must include:

- Resume with background on your experience and practice
- Three contact references from clients or previous employers that include a brief description of the projects executed
- Draft scope and cost proposal for the completion of the aforementioned projects (1-sheet)
- Diversity and Inclusiveness form. Please complete here: <https://fs7.formsite.com/CCDenver/form161/index.html>

Further Information

For more information on Denver Arts & Venues and Denver's Public Art Program, visit our website at www.DenverPublicArt.org

If you require further clarification on the process or completion of your proposal, please contact Michael Chavez at michael.chavez@denvergov.org, or via phone at 720-865-5561.

RFP CONDITIONS AND PROVISIONS

All participating proposers, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by a proposer in this proposal shall constitute cause for rejection by A&V. Proposers may not include exceptions or deviations to the requirements set forth in this RFP in its proposal pages; rather, any proposed exceptions or deviations must be made separately on proposer's letterhead and accompany its proposal. Any exceptions or deviations to the requirements of this RFP proposed by a proposer will be taken into consideration when evaluating proposals submitted; however, any such exceptions or deviations are offered for discussion purposes only and the City reserves the right to accept, reject, or further negotiate any or all proposed modifications.

All proposers are required to complete all information requested in this RFP. Failure to do so may result in the disqualification of a proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award a contract for the items herein, either in part or whole, if he or she deems it to be in the interest of the City to do so.

The City shall not be liable for any costs incurred by a proposer in the preparation of proposals or for any work performed in connection therewith.

GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

NON-COLLUSIVE PROPOSER CERTIFICATION

By the submission of this proposal, the proposer certifies that:

- A. The proposal has been arrived at by proposer independently and has been submitted without collusion with any other proposer.
- B. The contents of the proposal have not been communicated by proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No proposer shall submit more than one proposal for this RFP. It shall be the responsibility of each proposer to obtain the prior written permission of the Director of DAV before proposal opening in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked "Trade Secrets", "Confidential", "Proprietary", or "Trade Secret". Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE

If the successful proposer is a corporation or limited liability company, it will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that it is properly registered to do business in the State of Colorado, prior to finalization of award and contracting.