



February 14, 2023

Re: Request for Quotation for Airdrie Multi-Use Facility & Library Project Art Consultant (the “RFQ”)

The City of Airdrie (the “City”) invites you to submit a non-binding quotation for the Deliverables described in Appendix B.

1. Terms of the RFQ Process

The terms governing this RFQ process are set out in the Quotation Form in Appendix A.

2. Communication

For the purposes of this procurement process, the “RFQ Contact” will be:

Claudia Usuga-Benitez, Claudia.Usuga-Benitez@airdrie.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

Any changes to this RFQ will be communicated to all respondents by addendum.

3. Content of Quotation

Each quotation must include a Quotation Form (Appendix A), completed and signed by the respondent. In addition to the Quotation Form, quotations should include any additional information or materials requested in Appendix B – Evaluation Criteria.

4. Submission of Quotation

The submission deadline for this RFQ is **February 28, 2023 – 2:00:00 P.M. MDT** .

Please email your quotation to **Claudia Usuga-Benitez** at **Claudia.Usuga-Benitez@airdrie.ca**. The complete quotation must be received in the above-noted email inbox by the submission deadline. Late submissions will not be considered.

5. Evaluation and Selection

Quotations will be evaluated on the basis of the Evaluation Criteria set out in Appendix B. Subject to the RFQ Process Terms, the top-ranked respondent as established in the evaluation process will be selected to enter into a contract for the provision of the Deliverables. The respondent selected pursuant to this RFQ process will be sent a selection notice by e-mail. Respondents not selected will also be informed by e-mail.

6. Contract for the Deliverables

The terms and conditions of the contract for the Deliverables are per the **City of Airdrie Purchase Order Terms and Conditions** (<https://www.airdrie.ca/getDocument.cfm?ID=9664>). The selected respondent will be expected to enter into the contract within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ process. The term of the contract is expected to be for a period of **30 months**, with an option in favour of the City to extend the contract on the same terms and conditions for an additional term of up to **12 months**.

We look forward to receipt of your response.

Sincerely,

Claudia Usuga-Benitez
Community Facilities Project Coordinator
Claudia.Usuga-Benitez@airdrie.ca

APPENDIX A - QUOTATION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the contact for this RFQ response and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which the Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgement of Terms of Reference and Governing Law

In responding to this RFQ, and to be eligible for consideration, the respondent acknowledges its acceptance of the following RFQ Terms of Reference:

- a) This RFQ process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations.
- b) No legal obligation regarding the procurement of any good or service shall be created until the City and the selected respondent have entered into a written contract for the Deliverables.
- c) The respondent may withdraw its response at any time during this RFQ process prior to entering into a contract with the City.
- d) Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or a decision of the respondent to withdraw its quotation.
- e) The respondent shall keep this RFQ and any contract that may result from this RFQ process confidential.
- f) The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

- g) The respondent consents to the collection and use by the City of the information as contemplated under this RFQ for the uses contemplated under this RFQ.
- h) When evaluating quotations, the City may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and the City may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information.
- i) In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, the City may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, the City may reject the quotation. The City may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.
- j) The City may disqualify a respondent for any conduct that compromises the integrity of the competitive process, as solely determined by the City.
- k) The City may elect not to consider a respondent if, as solely determined by the City, any conduct, situation, or circumstance places the respondent in a conflict of interest in respect of submitting a response to this RFQ or in providing the Deliverables.
- l) The City may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading, or incomplete information.
- m) The City may prohibit a respondent from participating in a procurement process based on poor past performance or inappropriate conduct in a prior procurement process, including but not limited to (i) illegal and unethical conduct; (ii) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (iii) the refusal of the respondent to honour submitted pricing or other commitments, or (iv) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted a conflict of interest.
- n) The City may cancel this RFQ process at any time.
- o) These terms (i) are included for greater certainty and are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); (ii) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and (iii) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

- (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a quotation; or
 - (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and
- (b) it has not disclosed details of its quotation to any competitor, and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one or more competitors about this RFQ or its quotation, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

6. Conflict of Interest

For the purposes of this RFQ, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having, or having access to, information of the City in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or

- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, respondents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the response; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

6. Confidential Information of Respondent

A respondent should identify any information in its quotation, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed on a confidential basis to the City's advisers retained to advise or assist with this RFQ, including with respect to evaluation. If a respondent has any questions about the collection and

use of personal information pursuant to this RFQ, questions are to be submitted to the City contact person.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX B – RFQ PARTICULARS

A. BACKGROUND

Airdrie is a friendly, vibrant, and growing community that will develop a new multi-use and library facility to support the increasing needs among its residents. Over the past decade, the city has grown significantly in population and demand for library services has grown dramatically with the current 13,500 sf ft facility being overwhelmed by the services and demands placed on the library system.

This new Multi-Use Facility and Library will be located at 805 Main St S, Airdrie, AB and is a critical element of the Municipal plan to revitalize downtown. Project completion is anticipated for Spring 2025.

The key objectives of the completed project are:

- **The Facility is a Catalyst**

This facility has the potential to be a catalyst project to bring the community's focus to the downtown. It is about encouraging the connectivity to people and programs that nurture mental well-being and build a healthy and vibrant community. With the facility being centrally located, it will be supportive of more walkable neighborhoods, further contributing to a complete community.

- **The project is a driver for a Multi-Use Facility**

A future library should incorporate one or more uses inside of the building that is owned and operated by a different business such as a café, a different cultural resource, a co-working space, or retail. This will anchor the library as a node, drawing on different residents to visit the building for different reasons, causing the building to become an activity center. It will elevate the building to add up to more than the sum of its parts.

- **Meets and exceeds the needs of the Community**

This facility is to be used and enjoyed by all the community and a destination for all. To encourage patronage of users from all demographics, reducing barriers to access these valuable services.

- **A Library is a Hub for Community Development**

How libraries are used is changing. Historically they were a space used to house books. Today, libraries are a place where people gather and celebrate their community. This can be achieved through event programming and designing multi-purpose flex spaces that can accommodate a range of uses (i.e., small conference and meeting rooms, maker space rooms, a tools library, child minding, information technology, educational programs, multi-faith rooms, travelling art shows, etc.)

In March 2022, City Council approved the allocation of **\$520,000 from the project budget towards public art**. This budget is intended to cover all expenses related to public art including consulting fees, artists honorariums, reserve fund contributions for ongoing operations and maintenance, and the purchase of the public art and supporting infrastructure.

B. SCOPE OF WORK

Based on the importance of architectural design excellence to the success of the new Airdrie Multi-Use Facility and Library, it is desirable to establish a public art selection process that meaningfully integrates public art with the building and its adjacent urban and green spaces. As a result, the Art Consultant engagement is extremely important as they will guide the City of Airdrie throughout the entire process of selecting public art.

The below describes the services anticipated to be provided by the Art Consultant in conjunction with the City:

- (a) Initial meetings with the client - including the design team to review potential areas for artwork(s) and project objectives
- (b) Lead the development of clear objectives for public art for approval by Airdrie City Council and use by the Art Jury
- (c) Assist in developing budget breakdowns and timelines
- (d) Coordinate the formation of the Art Jury and its terms of reference
- (e) Develop the open call for artists
- (f) Develop the information required for submission and scoring criteria to shortlist artists
- (g) Identify the organizations and venues through which the open call will be broadcast
- (h) Issue the open call and monitor its distribution
- (i) Respond to questions submitted by interested artists
- (j) Review for completeness and sort submissions
- (k) Preparation list of artists to be considered by the Art Jury
- (l) Sit as a non-voting member of the Art Jury and assist throughout shortlisting process
- (m) Develop the contest requirements inclusive of necessary information about the project
- (n) Manage all aspects of the contest (issuance, site visits, submissions, etc.)
- (o) Assist the City through honorarium payments to invited artists
- (p) Facilitate the jury process through final selection of artists (review of submissions to determine buildability, recommendations of alignment to objectives, etc.)
- (q) Assist in developing contracts between the selected artist(s), their agent/gallery, and the client
- (r) Manage the commission and the production of the selected artwork(s)
- (s) Assist with coordination for the installation of the artwork(s) on site
- (t) Assist in developing maintenance procedures and schedules

C. EVALUATION CRITERIA

Subject to the terms of reference, the top-ranked respondent will be the respondent that submits the response that represents the best value for the City for the Deliverables. The best value may be met by, but is not limited to the response pricing, the respondent's previous experience, the proposed work plan, and customer service abilities.

Information for Evaluation

Respondents should include the following information and materials in the quotation for the purposes of the evaluation:

- **Previous Experience:**
Proponent to provide summary of three (3) public art purchasing projects you have completed in the past. Provide a client contact for reference purposes.
- **Proposed Work Plan:**
Provide a work plan describing your approach to support the City through the Art Contest process. This plan should identify how the proponent will provide the scope as described in this RFQ and the value add to the City from your involvement on the project.