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REQUEST FOR EXPRESSIONS OF INTEREST NO. PS20160512 (the "RFEOI")  
QUALIFICATIONS FOR PUBLIC ART MAINTENANCE AND REPAIR SERVICES

Expressions of Interest are to be addressed to the Purchasing Services Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on Monday, July 14, 2016 (the "Closing Time").

EXPRESSIONS OF INTEREST WILL NOT BE PUBLICLY OPENED.

NOTES:

1. An Expression of Interest may be sent to the address specified above by mail or delivered by courier or otherwise drop off in person at the Drop Box labelled Bid Submission located at the 4<sup>th</sup> Floor of the City Hall Building, in each case prior to the Closing Time.
2. Each Expression of Interest must be marked with the vendor's name and the RFEOI title and number.
3. "Vancouver Time" will be conclusively deemed to be the time shown on the computer clock at the Main Floor Rotunda Information Desk at Vancouver City Hall.
4. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
5. DO NOT SUBMIT EXPRESSIONS OF INTEREST BY FAX OR EMAIL.
6. All queries related to this RFEOI should be submitted in writing to the attention of:

Megs Gatus, Buyer

Email: [magdalena.gatus@vancouver.ca](mailto:magdalena.gatus@vancouver.ca)

(the "Contact Person")

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## SECTION 1 GENERAL INFORMATION

### 1.1 Introduction

The City of Vancouver (the "City") is seeking expressions of interest ("Expressions of Interest") from vendors with expertise in professional maintenance and repair services for select artworks in the City's public art collection.

The purpose of this RFEOI is to select a pool of qualified public art professionals, both specialists in particular artwork media and generalists with expertise in a range of media, for procuring from time to time, maintenance and repair services for select artworks in the City's public art collection. The City is interested in selecting multiple vendors with the capability and experience to efficiently and cost-effectively meet the City's requirements. As specific requirements will vary from artwork to artwork, the City wishes to select a number of suppliers that have the interest and capabilities to provide such services and then enter into contracts with them as needed. This will allow the City to call for required services, as and when the need arises.

### 1.2 Background

The City of Vancouver's Public Art Program aims to engage visitors and citizens through a stimulating program of public art befitting a world-class city. Contemporary art is incorporated into city planning and development through civic and community art initiatives, required private-development artist commissions, temporary projects, and donations. Since the adoption of the Program in 1990, the City's collection has grown to approximately 320 artworks that range from traditional discreet bronze sculptures and heritage monuments, to contemporary integrated artist interventions in architecture, to multi-media and site-specific installations. These varied public artworks are located throughout the city's built environment, from private developments in the downtown urban center, to city-owned buildings such as neighborhood branch libraries, to parks, utility works, and other public spaces. These artworks, both interior and exterior, are highly visible and freely accessible to the public.

### 1.3 Scope of Work

The contractors or contractor teams must work with City staff to provide routine maintenance and repair needs (both general and specialized), emergency or urgent repairs, as well as restoration for selected artworks from the City's public art collection. This includes but is not limited to:

- consulting and collaborating with artists and other professionals;
- addressing on-going, general and specialized cleaning and maintenance;
- addressing critical maintenance or repairs;
- conducting condition assessments and providing recommendations for treatments for selected artworks;
- subcontracting qualified technicians or other professionals to provide specialized repair and restoration services (if necessary);
- providing oversight and/or quality control of all subcontracted services; and
- developing and implementing a work plan and schedule for approval by City staff.

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Professional maintenance services required will be by both generalists and specialists. Further information regarding the services that are expected to be required is set out in Schedule 1 - Description of Requirements of the RFEOI.

**1.4 Sustainability**

1.4.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each City vendor is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Expressions of Interest, to the extent applicable.

1.4.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its Expression of Interest. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

**1.5 RFEOI Process**

1.5.1 Interested parties ("**Respondents**") are required to respond to this RFEOI in accordance with the instructions set forth in this RFEOI.

1.5.2 Expressions of Interest are being requested in order to afford the City of Vancouver the opportunity to gauge such responses and evaluate Respondents' expertise, so that the City may then conduct a procurement process, tailored (as determined in the City's discretion) to the responses received and limited, should the City so determine, to all or some of the RFEOI Respondents.

1.5.3 Notwithstanding the foregoing, the City may, as a result of the RFEOI, decide to proceed directly to negotiate a contract with an outstanding Respondent (or the sole qualified Respondent, if there is only one).

1.5.4 The RFEOI process is aimed at encouraging individuals and businesses with the required level of expertise to participate. Respondents should ensure that their Expressions of Interest demonstrate expertise in art maintenance and repairs, and working and liaising with artists and civic processes.

1.5.5 Any potential Respondent is requested to refrain from submitting an Expressions of Interest if it is not willing to submit bona fide proposal or tender in relation to the subject matter of the RFEOI if the City invites the Respondent to participate in a request for proposals or invitation to tender.

1.5.6 If a potential Respondent believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the potential Respondent is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

**1.6 RFEOI Documents**

1.6.1 This RFEOI consists of:

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- (a) the cover page hereof and sections 1 through 6 hereof; and
- (b) schedules as follows:
  - (i) Schedule 1 – Description of Requirements of the RFEOI
  - (ii) Schedule 2 – Letter of Expression of Interest
  - (iii) Schedule 3 – Format for Expressions of Interest;
  - (iv) Schedule 4 – Insurance Requirement
  - (v) Schedule 5 – Declaration of Supplier Code of Conduct Compliance
  - (vi) Schedule 6 – Examples of Required Services and Works

(collectively, the “RFEOI Documents”)

- 1.6.2 If the City of Vancouver issues any amendments or addenda to the RFEOI Documents, such amendments or addenda will form part of the RFEOI Documents. It is the sole responsibility of all Proponents to check the City’s website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments or addenda to the RFEOI Documents, including questions and answers posted by the City in relation to this RFEOI.

## SECTION 2 QUALIFICATION CRITERIA

### 2.1 General

The City expects to base its decision with respect to each Respondent’s qualification (or not) on (i) whether the statement of qualifications submitted by the Respondent as part of its Expression of Interest (its “**Statement of Qualifications**”) has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements of the RFEOI.

### 2.2 Key Personnel and Subcontractors

- 2.2.1 As part of its Statement of Qualifications, a Respondent should submit the names of proposed key personnel and subcontractors.
- 2.2.2 A Respondent should therefore not change its key personnel or subcontractors without discussing the same with the City.
- 2.2.3 Notwithstanding the following, by submitting an Expression of Interest, each Respondent acknowledges that they may be required to include subcontractors selected by the City.

## SECTION 3 COMMUNICATIONS

Respondents may not communicate with the City about the RFEOI except in writing by fax or email to the contact person listed on the cover page of this RFEOI.

## SECTION 4 SUBMISSION OF EXPRESSIONS OF INTEREST

### 4.1 Delivery

Each Respondent should submit an original of its Expression of Interest and the number of copies of its Expression of Interest specified in Schedule 1 – Description of Requirements, in a sealed envelope, delivered physically as stated on the cover page of the RFEOI. It is each Respondent's sole responsibility to ensure delivery of its Expression of Interest by the Closing Time. All submissions should be made at the Respondent's sole cost and expense.

### 4.2 Late Expressions of Interest

The City of Vancouver may, in its discretion, accept, or reject and return, any Expression of Interest received after the Closing Time.

### 4.3 Form of Expression of Interest

Each Expression of Interest must consist of a letter in the form set forth in Schedule 2 together with a Statement of Qualifications in the format set forth in Schedule 3, acknowledged and conformed on the Insurance Requirements prior to entering into a contract, in the form of Schedule 4, and Declaration of Supplier Code of Conduct compliance in the form of Schedule 5.

### 4.4 Lack of Information

Following receipt of an Expression of Interest, the City of Vancouver may, in its sole discretion and without having any duty or obligation to do so, request that the Respondent provide the City of Vancouver with additional information to clarify or substantiate the information provided by the Respondent. If a Respondent fails to provide information required for the City's evaluation of the Respondent's qualifications, or fails to provide timely clarification or substantiation of the information supplied, that failure may result in no further consideration being given to the Expression of Interest.

### 4.5 Material Changes

Respondents should inform the City of Vancouver of any material change in information that might affect their qualification status at any time during the RFEOI process. Prior to the entry into any agreement for goods or services, a successful vendor will be required to confirm its continued status.

## SECTION 5 REVIEW OF EXPRESSIONS OF INTEREST

### 5.1 Evaluation by the City of Vancouver

The City will review the Expressions of Interest submitted to determine whether, in the City's opinion, each Respondent has demonstrated that it has the required experience and qualifications in order for it to advance in the City's procurement process. In doing so, the City currently expects to base its decision with respect to each Respondent on (i) whether the Statement of qualifications submitted by the Respondent has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in Schedule 1 – Description of Requirements. The City currently expects to select a number of Respondents ("Pre-Qualified Respondents"); provided that:

- 5.1.1 the determination of which Respondents are designated as Pre-Qualified Respondents will be at the sole discretion of the City; and

5.1.2 the City reserves the right to limit the number of Respondents designated as Pre-Qualified Respondents.

**5.2 Inquiries**

The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with an Expression of Interest and may seek clarification from a Respondent's bankers and clients regarding any financial and experience issues.

**5.3 Non-Conforming Expressions of Interest**

Expressions of Interest which fail to conform to the format requirements set forth in Schedule 3 hereto or which fail to conform to any other requirement of these RFEOI Documents may be rejected by the City of Vancouver, in its discretion. Notwithstanding the foregoing or any other provision of these RFEOI Documents, the City may at its sole discretion elect to retain for consideration Expressions of Interest which deviate either materially or non-materially from the format requirements set out in Schedule 3 hereto or which otherwise fail to conform to any other requirement of these RFEOI Documents.

**SECTION 6 NOTIFICATION AND RFEOI PROCESS**

**6.1 Notification of Prequalification**

Following the Closing Time, the City of Vancouver will only notify those Respondents which are selected as Pre-Qualified Respondents (or with which the City proposes to proceed to negotiate an agreement). The City of Vancouver thanks all other Respondents for their interest.

**6.2 Changes after Pre-Qualification**

Any change in the structure or formation of a Pre-Qualified Respondent will be subject to prior written approval of the City prior to the deadline for submission of proposals or tenders. The City may deny that approval if the change in the structure or formation of the Pre-Qualified Respondent, from that presented in the Expression of Interest, would have affected whether or not the Respondent would have been short-listed in the first instance.

**6.3 The City of Vancouver Rights**

6.3.1 The City, without liability to any Respondent, may:

- (a) amend the scope and description of the goods and services to be procured under the RFEOI, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
- (b) reject or accept any or all Expressions of Interest;
- (c) cancel the RFEOI process and reject all Expressions of Interest;
- (d) cancel the RFEOI process and commence a new process with the same or an amended set of documents, information or requirements;
- (e) request that any Respondent provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents; or

- (f) terminate the RFEOI process and enter into direct negotiations with any party whether or not a Respondent.

6.3.2 By submitting an Expression of Interest, a Respondent acknowledges and agrees that these RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement (except on the limited terms and conditions expressly stated in Schedule 2), and that submission of an Expression of Interest by a Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other Respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated in Schedule 2 with respect to confidentiality).

6.3.3 The form of letter set forth in Schedule 2 also contains a release of the City's liability and other important terms and conditions that should be reviewed carefully by each Respondent, and each Respondent should obtain the advice of independent legal counsel in connection therewith.

#### 6.4 Information Disclaimer

6.4.1 The City makes no representation, warranty or undertaking with respect to these RFEOI Documents and the City and its directors, officers, employees, agents, consultants and advisors will not be liable or responsible for the accuracy or completeness of the information in these RFEOI Documents or for any other written or oral information made available to any interested person or its advisors, and any similar such liability however arising, is expressly disclaimed by the City.

6.4.2 Each Respondent should conduct its own independent investigations of all relevant matters and must not rely on the City in such regard. The information contained in the RFEOI Documents is provisional.

#### 6.5 Security Requirements

The City reserves the right to require, as a condition of a contract entered into with any successful vendor, or as a condition to participation in a request for proposals, that the vendor or directors or officers of the vendor consent to the City and its security partners conducting at the City's discretion, a security clearance investigation, including without limitation criminal records searches and such other security searches as the City may deem advisable, together with ongoing monitoring of the same.

### SECTION 7 CONFLICTS/COLLUSION/LOBBYING

#### 7.1 Conflicts of Interest Generally

Each Respondent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Respondent or of any of its proposed subcontractors, or any other person related to the Respondent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Respondent's Expression of Interest by the

City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

**7.2 Former City Employees**

Each Respondent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFEOI obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

**7.3 Other Clients**

Each Respondent must disclose whether the Respondent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFEOI would create a conflict of interest or the appearance of a conflict of interest between the Respondent's duties to the City and the Respondent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

**7.4 Collusion**

Each Respondent is required to disclose whether the Respondent is competing for purposes of the RFEOI with any entity with which it is legally or financially associated or affiliated. Each Respondent must also disclose whether it is cooperating in any manner in relation to the RFEOI with any other Respondent responding to the RFEOI. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

**7.5 Lobbying**

Each Respondent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Respondent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFEOI or sought, other than through the submission of its Expression of Interest, to influence the outcome of the RFEOI process. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

**SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS**

RFEOI Section Reference	
1.1 - 1.5	<p><b>1.0 Introduction</b></p> <p>The City of Vancouver is requesting qualifications from skilled individuals, teams or firms to provide ad hoc professional maintenance and repair services for City public artworks. The City is interested in selecting a range of professionals with specialization in a wide range of fabrication methods and mediums that are required for the maintenance of existing public artworks. The City is also interested in generalists with expertise in a range of artwork media. Generalist proponents may be required to act as prime contractor and should ideally have a network of subcontractors who can provide a range of specialized services relating to the maintenance and repair of the City’s public art collection. This includes applicants who can supply and manage a range of services from mechanical repairs to technical analysis to treatment of highly refined surfaces, to name a few.</p> <p><b>2.0 Background</b></p> <p>The City of Vancouver’s Public Art Program aims to engage visitors and citizens through a stimulating program of public art befitting a world-class city. Contemporary art is incorporated into city planning and development through civic and community art initiatives, required private-development artist commissions, temporary projects, and donations. Since the adoption of the Program in 1990, the City’s collection has grown to approximately 320 artworks that range from traditional discreet bronze sculptures and heritage monuments, to contemporary, integrated artist interventions in architecture, to multi-media and site-specific installations. These varied public artworks are located throughout the city’s built environment, from private developments in the downtown urban center, to city-owned buildings such as neighborhood branch libraries, to parks, utility works, and other public spaces. These artworks, both interior and exterior, are highly visible and freely accessible to the public. Maintenance manuals are available for some artworks commissioned since 1990. Although the maintenance submissions vary in detail, the manuals generally specify techniques, materials, and recommended maintenance and conservation processes and schedules. Maintenance and repair of the collection is conducted on an as-needed basis by staff or contractors in collaboration with artists.</p> <p><b>3.0 Performance Standards</b></p> <p>All maintenance and repair services shall be of the highest standards and contractors or contractor teams must have the ability to evaluate and recommend different maintenance and repair techniques that meet current professional and art conservation standards and conform to recognized best practices. As well, services require consultation with both City staff and the artist(s) with final sign off by City staff. Contractors’ failure to meet and maintain these standards, after receipt of written</p>

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	<p>notice to correct such deficiencies, may result in termination of the contract. In addition, failure to maintain a clean work area may be subject to a per-occurrence deduction equivalent to the City's cost to provide cleaning services.</p> <p><b>4.0 Work Scope</b></p> <p>Contractors or contractor teams must work with City staff to address routine maintenance and repair needs, specialized and urgent repairs, and restoration for selected artworks from the City's public art collection. The work related to maintenance and repair services for select artworks includes but is not limited to: creating maintenance schedules; performing specialized and routine maintenance and cleaning services; providing urgent, specialized and restoration repair services; and providing project management as needed. Examples of services and scopes needed for public art maintenance are provided in Schedule 6.</p> <p><b>5.0 City Provide</b></p> <p>The City will provide a liaison/contact person. Following award of a contract, the City will make available all maintenance instructions and directions submitted by artists for specified artworks.</p> <p><b>6.0 Deliverables</b></p> <p>Bid Response Requirements</p> <p>6.1 Qualifications – The City expects that contractors or contractor teams are able to act as prime contractor on the site when necessary and meet all such requirements, and have the expertise and knowledge to conduct a thorough assessment and perform the subsequent maintenance and repairs to preserve each specified public artwork. Respondents are asked to describe their capabilities to provide the services including:</p> <ul style="list-style-type: none"> <li>i. Experience and qualifications in art maintenance and repair services;</li> <li>ii. Evidence of understanding and capacity to perform treatment of specific materials and a variety of objects and media including but not limited to mechanical, electrical, digital technology, glass, tile, metals, stone, and lighting; and</li> <li>iii. Identify employees who would be dedicated to the contract and their qualifications, responsibilities and experience working with artworks and/or artwork maintenance and repair, along with resumés of key personnel.</li> </ul> <p>6.2 References – The City reserves the right to request references including names and contact information from contracts completed or in progress within the last five years of relevant type and nature.</p> <p>6.3 Pricing Methodology – Hourly or per unit cost of art maintenance and repair services including any rate changes that are anticipated for each of the upcoming three (3) years. Hourly rates must include travel, insurance, overhead, profit, and any ancillary expenses.</p>
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	<p><b>7.0 Acceptance Criteria</b></p> <p>Bids will be accepted if they provide the following:</p> <ul style="list-style-type: none"> <li>7.1 Description of previous relevant experience in art maintenance and repair services;</li> <li>7.2 Evidence of experience and capacity to work with specific materials and a variety of objects and media (as outlined in section 6.1.1.ii);</li> <li>7.3 Identification of employees who will be dedicated to the contract including qualifications and experience; and</li> <li>7.4 Proposed rates and/or per unit costs of services including rate changes for each of the upcoming three (3) years.</li> </ul>
<p>2.1 &amp; 5.1</p>	<p><b>8.0 Evaluation Criteria</b></p> <p>Applications will be evaluated on the basis of the following criteria, the City reserves the right to alter the weighting of these criteria and to add other criteria as necessary:</p> <ul style="list-style-type: none"> <li>8.1 Expertise and Experience <ul style="list-style-type: none"> <li>a) Demonstrated knowledge and ability in comprehensive repair, maintenance, and restoration of artwork, especially outdoor works;</li> <li>b) Industry reputation and demonstrated relevant experience of project team or key personnel including previous work with artists, art communities, and the City; and</li> <li>c) Ability to work with the high expectations of art and conservation professionals.</li> </ul> </li> <li>8.2 Qualifications <ul style="list-style-type: none"> <li>a) Relevant accomplishments and qualifications of key personnel to be assigned to the contract and the extent of their commitment to the contract; and</li> <li>b) Relevant examples and references for recent work on similar projects, certifications and training, and memberships.</li> </ul> </li> </ul> <p><b>9.0 Work Plans and Methodology</b></p> <ul style="list-style-type: none"> <li>9.1 Degree of demonstrated understanding of contract objectives and proposed solutions to meet these objectives as well as project timelines.</li> </ul>

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	<p><b>10.0</b> Cost</p> <p>10.1 Proposed rates, fees and/or expenses.</p>
4.1	The City requests that one hard copy and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Application (or amendment) be submitted.

SCHEDULE 2 – LETTER OF EXPRESSION OF INTEREST

*[Letterhead paper of the Respondent or participant responsible for a joint venture, including full postal address, telephone and facsimile.]*

Date: \_\_\_\_\_

TO: THE CITY OF VANCOUVER (the "City")

RE: EXPRESSION OF INTEREST -- REQUEST FOR EXPRESSIONS OF INTEREST NO. PS20160512 (the "RFEOI") IN RESPECT OF PUBLIC ART MAINTENANCE AND REPAIR SERVICES.

1. Being duly authorized to represent and act on behalf of [Insert full corporate name and if a joint venture, then state "on behalf of..." and list the full corporate names of the companies forming the joint venture], the undersigned hereby submits the attached Statement of Qualifications and supporting materials on behalf thereof.
2. Herein, the term "Respondent" refers to *[insert full corporate name and if a joint venture, then state "...refers to each of" and list the full corporate names of the companies forming the joint venture]*.
3. The City and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Expression of Interest, and to seek clarification from the Respondent's bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFEOI.
4. Capitalized terms used herein have the definitions ascribed thereto in the RFEOI.
5. The City and its representatives may contact the following persons for further information:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
6. This Expression of Interest is made with the full understanding and agreement that:
  - (a) any information submitted during qualification may be subject to verification by the City of Vancouver, including during evaluation of any subsequent proposal or tender;
  - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFEOI (and consistent with this Expression of Interest) if the City invites the Respondent to participate in a request for proposals or invitation to tender;
  - (c) the City of Vancouver may:
    - (i) amend the scope and description of the goods and services to be procured under the RFEOI, varying them from those described in the RFEOI, or amend the qualifications that may be required to meet the City's requirements;



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**Amendment/Addendum No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

12. Any dispute relating to the RFEOI (except to the extent that the City breaches Section 10 above) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the City's Director of Legal Services;
  - (b) Section 9 of this letter, and the other provisions hereof, will apply; and
  - (c) The Respondent will bear all costs of the arbitration.
13. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Expression of Interest are true and correct in every detail.

Respondent Name(s): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cheque Payable/Remit to Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_ Date and Jurisdiction of Incorporation: \_\_\_\_\_

City of Vancouver  
Business License No.  
(or, if available, Metro  
West Inter-Municipal  
Business License No.): \_\_\_\_\_ WorkSafeBC Registration  
No.: \_\_\_\_\_

**SCHEDULE 3 – FORMAT FOR EXPRESSIONS OF INTEREST**

Expressions of Interest submitted by Respondents should consist of:

1. a completed and duly executed Letter of Expression of Interest (the foregoing Schedule 2) ;
2. a completed and duly executed declaration of Supplier Code of Conduct Compliance (Schedule 5); and
3. a Statement of Qualifications, consisting of and arranged as follows:

**(a) Title Page (1 page)**

The title page should identify the RFEOI number identified on the cover page of this RFEOI, the Closing Time, and the Respondent's name, address, telephone number, fax number and contact person.

**(b) Table of Contents/Index**

**(c) Qualifications:**

- Describe the nature of the services that you or your company provide (e.g. electrostatic finishing, bronze fabrication, glass work, etc.) and any areas of specialization relevant to public artworks (i.e. using the previous examples, high-end fluoropolymer coating, lost wax casting, laser etching, etc.).

**(d) Experience:**

- Describe the type of entity (for example, individual, corporation, partnership, sole proprietorship) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- Provide resumes or a list of key personnel including job qualifications, experience working with artwork or other related projects, and/or years of experience.
- Describe the company/entity size
- Provide a history of litigation or claims, if any, made against the Respondent during the three years immediately prior to the Closing Time

**(e) Completed and Current Projects**

List three relevant projects, with names of customers, dollar amounts, name of company personnel involved and client/owner references.

**(f) Sustainability**

Describe the Respondent's approach in the following areas:

- Offering products/services that are non-toxic and non-hazardous;
- Provision of solutions for the disposition of obsolete or expired products and equipment, as well as solutions for the environmental impact of local landfills; and

**QUALIFICATIONS FOR PUBLIC ART MAINTENANCE AND REPAIR SERVICES**

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- Describe the Respondent's approach in handling hazardous materials and products.

**(b) Pricing Methodology**

Provide hourly or per unit cost of art maintenance and repair services including any rate changes that are anticipated for each of the upcoming three (3) years. Hourly rates must include travel, insurance, overhead, profit, and any ancillary expenses.

**(c) Conflicts/Collusion/Lobbying**

Provide information responsive to Section 7.0 of the RFEOI.

**SCHEDULE 4 -INSURANCE REQUIREMENTS**

In the event that a contract is awarded, the Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the contract, the following insurance coverages and limits:

**Commercial General Liability:** The Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence.

**Certificate(s) of Insurance:**

- i. The Contractor agrees to provide a Certificate of Insurance, as verification of required coverages, to the City at the below address prior to contract execution and within ten (10) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Vancouver  
Supply Chain Management  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC  
V5Z 1V4

**SCHEDULE 5 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of \_\_\_\_\_ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, \_\_\_\_\_ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_ (*vendor name*).

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SCHEDULE 6 - EXAMPLES OF SERVICES AND WORK REQUIRED**

**I. EXAMPLE SCOPES OF SERVICE**

**A. Scope of Services - Condition Assessment And Maintenance Plan**

Condition assessments and maintenance planning services shall include, but not be limited to:

- i. Meet and work closely with the Public Art Program staff and/or designees to discuss the artworks chosen for assessment and/or repair.
- ii. Consult, and collaborate with artists and other conservation professionals;
- iii. Visit the location where the artworks are sited and/or stored. All travel expenses should be included in the overall price.
- iv. Undertake visual and technical analyses and assessments of the condition of each assigned artwork, including nature and extent of any vandalism or critical maintenance issues. Assessments must be presented in a clear and concise report describing the current condition of the referenced object and including color photographs of the defective/damaged areas.
- v. Update any existing maintenance manual and plan (including maintenance schedules) based on the condition assessment.
- vi. Develop recommendations and treatment plans for artworks selected for repair. All recommended maintenance and repair treatment techniques must meet current professional and conservation standards and best practices. Recommendations and treatment plan must include products and techniques to be used, proposed timeline, and associated costs.
  1. Prepare an itemized cost estimate for the artworks selected for repair.
  2. Costs must be approved by staff and must be itemized with projected number of hours and hourly rate; projected number of subcontractor hours and rate; any materials and supplies needed; as well as product, transportation and/or shipping, equipment rental, and other reimbursable costs.
- vii. Deliver a final report that includes a hard copy and digital copy of all of items 5.4 through 5.6 above.

**B. Potential For Additional Scope of Services - Repair Services**

After the condition assessment and maintenance plan are accepted by Public Art Program staff, the City, at its sole discretion, may request Contractors to provide repair services that include but are not limited to:

- i. Coordination and approval of testing and treatment plan with the City's Public Art Program staff and/or designees.
- ii. Sampling and testing. Prior to treatment, the Contractor of record will be responsible for undertaking sampling and testing in order to fully determine the cause of deterioration and proper course of treatment.
- iii. Subcontracting qualified technicians or other professionals to provide specialized repair and restoration services (if necessary).
- iv. Providing oversight and/or quality control of all subcontracted services.
- v. Developing and implementing a work plan and schedule for approval by Public Art Program staff.
- vi. Approved treatment of artworks selected for repair.

- vii. Full documentation of all treatments, including the work performed on each artwork, materials (and subcontractors, if any) used, time frame, safety precautions, suppliers, environmental considerations, and photographic documentation. The accounting portion of the report should also include a detailed final budget as well as any recommended additional services and associated costs.

Contractors or contractor teams must understand safety, conservation, and environmental issues and perform the work in a safe and professional manner according to WorkSafe BC regulations. Contractors or contractor teams will furnish all necessary materials and supplies required for proper completion of the work.

## II. EXAMPLES OF REQUIRED WORK

For the purpose of clarification of the types of services required, the following are examples of needed jobs, assignments, and services related to the maintenance and repair of public artworks:

### A. General sculpture and/or site cleaning

Pressure washing is often needed but must be performed with sensitivity to the specific conditions and materials of each artwork, and appropriate care must be taken to ensure no damage occurs. Soft brushes with water lines are good options.

- i. Example 1: Deck surface cleaning at [Working Landscape](#), including metal rings and surrounding concrete perimeters and pavers.
- ii. Example 2: Gentle cleaning of accretion build-up on [Memento](#) including a bucket truck due to high placement of the artwork.

### B. Replacing damaged parts

Each artwork is composed of many specialized or custom-made parts and materials. Replacement of damaged/missing parts may be periodically required. It is important to refer to original specifications to ensure replacement parts match, but each instance is also an opportunity to contemplate possible superior alternatives.

- i. Example 1: Previously, the information panels for [Welcome to the Land of Light](#) were frequently damaged by graffiti and/or keying, requiring full refinishing. The original supplier was contacted, artwork files were located, panels were removed, and delivered to the finisher. A suggestion to machine panels for clear Lexan covers was agreed to and the results were positive with no further vandalism occurring since adoption of the modified covers.
- ii. Example 2: The sandblasted glass text panels at [Lookout](#) are occasionally broken and require replacement. Damaged panels need to be removed and brought to the fabricator for matching and subsequent recycling. New panels are made and the fabricator arranges for reinstallation. Site must be marked and blocked off for danger during the replacement process.
- iii. Example 3: The wheels on [Bicycle Wheel](#) were no longer turning freely and needed replacement. A site visit determined that not only were the tires broken down, but also the headset bearings were seized and the finish on the forks compromised. Units were removed from pole, blasted clean, refinished and completely rebuilt.

### C. Lighting replacement

A number of artworks and sites have lighting elements that periodically need replacing. Appropriate lamps are found in storage or require purchasing from a supplier as needed. In

some cases, original lamp specs can be switched to an LED option for greater life expectancy and lower energy usage.

- i. Example 1: The lamps at [Uncoverings](#) were not operating. Ring retainer assemblies and glass art at grade were removed, and lamp fixtures assessed for status. Originally specified lamp housings were inadequate for the environment, resulting in new waterproof housings being sourced and installed along with new LED bulbs.

#### D. Refinishing of various artwork elements

Painted finishes in an exterior setting are subject to very demanding conditions and eventually fail. Assessments of damage are made to determine the best course of action, with various options for refinishing discussed. In some cases, a much improved finishing option is available and selected, though costs can be prohibitive and must be balanced against future costs of refinishing.

- i. Example 1: The aluminum lettering of [Welcome to the Land of Light](#) was greatly faded and showing signs of breakdown and corrosion. The lettering was removed from the site, taken to a sandblaster for cleaning to raw metal surface, and sent to an industrial refinisher. Finish options were discussed and a high quality baked finish was chosen based on longevity and resistance to weathering, despite the high cost. Since the work and expense of refinishing was already significant, longevity and appearance were high priorities.

#### E. Specific job/trades examples:

- Sandblasting
- Powder coating
- Electrostatic finishing
- Electrical repairs
- Wood machining and refinishing
- Laser cutting/etching
- Waterjet machining
- CNC machining
- Glass laminating/manufacturing
- Specialty hardware supplier
- Tool rentals
- Welding
- Anodizing
- Metal fabrication
- Conservation services
- Bronze casting
- Pressure washing
- Concrete forming and pouring
- Mold making for casting
- Demolition
- Tree cutting/pruning
- Crane services
- Landscaping/nursery
- Tile work
- Mural painter
- Machinist
- Mechanical fabricator
- Engineering services
- Industrial movers
- Technology and electronics specialists
- Bronze cleaning/conservation