



REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

Title: **ARTISTIC USE OF CITY SPACE**
10660 City Parkway

Reference No.: 1220-050-2015-013

FOR PROFESSIONAL SERVICES

(General Services)

**REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS
ARTISTIC USE OF CITY SPACE**

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REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

1. INTRODUCTION

1.1 Purpose

The purpose of this request for expressions of interest and statements of qualifications (the “**RFEOI/SOQ**”) is to:

- (a) invite submissions (the “**Submission**”) from respondents (the “**Respondent**”) that describe the desire, relevant expertise, capability and resources (artistic, financial and technical) of the Respondent to undertake the project requirements as generally set out in Schedule A – Scope of Services; and
- (b) to select a Respondent or Respondents who may be invited to participate in the next stage of the competitive selection process, e.g. the request for proposals (the “**RFP**”) stage> when called.

All interested parties should respond to this RFEOI/SOQ as the City does not guarantee that a RFP will be issued following this RFEOI/SOQ and may elect to directly negotiate with one or more Respondents, or the City may at any time and at its sole discretion decide to cancel this process in its entirety for any reason.

1.2 Definitions

In this RFEOI/SOQ the following definitions shall apply:

“**BC Bid Website**” means www.bcbid.gov.bc.ca;

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.4;

“**City Website**” means www.surrey.ca;

“**Evaluation Team**” means the team appointed by the City;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Preferred Respondent(s)**” means the Respondent(s) selected by the Evaluation Team;

“**Respondent**” means an entity that submits a Submission;

“**Submission**” means a submission submitted in response to this RFEOI/SOQ;

“**RFEOI/SOQ**” means this Request for Expressions of Interest and Statements of Qualifications; and,

“**Services**” has the meaning set out in Schedule A.

1.3. Schedule of Events

The following is the City's estimated timeline for this Project:

- Tour and Information Meeting June 11, 2015
- Submissions Received by City of Surrey July 3, 2015
- Review and Evaluation complete July 10, 2015
- Council Consideration July 27, 2015
- Operating Agreement Complete September 2015
- Complete Building Renos Spring 2016
- Tenant Move-in Spring 2016

All dates in the above timeline are subject to change at the sole and absolute discretion of the City.

2. INSTRUCTIONS TO RESPONDENTS

2.1 Address for Submission Delivery

A Submission should be labelled with the Respondent's name, RFEOI/SOQ title and number. A Submission should be submitted in the form as described in RFEOI/SOQ Section 3.2 – Form of Submission.

The Respondent may submit a Submission either by email or in a hard copy, as follows:

(a) Email

If the Respondent chooses to submit by email, the Respondent should submit the Submission electronically in a single pdf file to the City by email at: purchasing@surrey.ca. PDF emailed Submissions are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Respondents should phone to confirm receipt. A Respondent bears all risk that the City's equipment functions properly so that the City receives the Submission.

(b) Hard Copy

If the Respondent chooses NOT to submit by email, the Respondent should submit one (1) original unbound Submission and five (5) copies (six (6) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt, Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

2.2 Building Tour and Information Meeting

A tour of the building followed by an information meeting will be hosted by the City Representative to discuss the City's requirements under this RFEOI/SOQ (the "Information Meeting"). While attendance is optional, Respondents who do not attend will be deemed to have attended the Information Meeting, to be familiar with the current condition of the building and to have received all of the information given at the Information Meeting. At the time of issuance of this RFEOI/SOQ a tour and meeting has been scheduled as follows:

When: Thursday, June 11th, 2015

Where: Tour: 10660 City Parkway, Surrey B.C.
Information Meeting: Chuck Bailey Recreation Centre

Time: 4:00 pm tour. Information Meeting to follow.

2.3 Submission Date

The City would prefer to receive Submissions on or before **July 3rd, 2015**. The City's office hours are 8:30 am to 4:00 pm, except holidays.

2.4 Inquiries

All inquiries related to this RFEOI/SOQ should be directed, by email, to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager
Email: purchasing@surrey.ca
Reference: #1220-050-2015-013

2.5 Addenda

If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFEOI/SOQ. It is the responsibility of Respondents to check the BC Bid Website and the City Website for addenda. The only way this RFEOI/SOQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFEOI/SOQ or may be relied upon by any Respondent. By delivery of a Submission, Respondent is deemed to have received, accepted and understood the entire RFEOI/SOQ including, any and all addenda.

2.6 Status Inquiries

All inquiries related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, should be directed to the City Website and not to the City Representative.

3. RFEOI/SOQ SUBMISSION FORM AND CONTENTS

3.1 Package (Hard Copy)

If the Respondent chooses NOT to submit by email, the Submission package format should be consistent with the green expectations and initiatives of the City. Do not use any plastic or vinyl binders or folders. Use simple, stapled paper copies. If a binder or folder is essential due to the size of your Submission, they should be fully 100% recycled stock. The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City's policy and the City environmental practices. Please double-side your Submission.

Submissions should be in a sealed envelope/package, marked on the outside with the Respondent's name, title of the Submission and reference number.

3.2 Form of Submission

- (i) Provide a list of the Respondent's primary owners, shareholders and personnel (for private company) or the Registration number and a list of Board members (for not-for-profit Society) and provide information on the background and experience of all key personnel proposed to undertake the Services; ;
- (ii) Describe the mandate of the Respondent organization;
- (iii) Describe the Respondent's experience using or operating other community facilities;
- (iv) Provide a copy of the Respondent's most recent financial statements and describe the resources (funds and equipment) that will be contributed to the operation of this space;
- (v) Describe the Respondent's experience in successfully obtaining grants and/or sponsorship support;
- (vi) Describe how the Respondent proposes to use this space;
- (vii) Provide a chart indicating the anticipated number of hours of use per day, per week, per season (winter, spring, summer, fall);
- (viii) Describe how the use of this space would benefit the Respondent organization;
- (ix) Describe how the use of this space would benefit the community;
- (x) Provide a list of the outcomes and deliverables that will be achieved by the Respondent's use of the space and the manner in which these outcomes will be measured and reported each year;
- (xi) Describe any services that the Respondent intends to provide for youth (if any);
- (xii) Provide an estimate of how many people will be using the space on a typical day in each season. Include an estimate of the number of program/activity participants, volunteers, artists and staff;
- (xiii) Describe the extent to which and how the Respondent organization is willing to share use or partner with other organizations to maximize the utilization of the space or otherwise maximize space utilization;
- (xiv) Explain how the revenue you plan to generate will cover the cost associated with the operating expenses for the building and the cost to provide your services over the course of a typical year;

- (xv) Describe how you will manage and supervise the operation of the space provided by the City;
- (xvi) Describe how your intended use of this City space will achieve each of the goals listed in Schedule A, Section 2.

3.3 Signature

The Submission should be signed by a person authorized to sign on behalf of the Respondent and include the following:

- (a) If the Respondent is a corporation or a not-for-profit organization then the full name of the corporation or not-for-profit organization should be included, together with the names of authorized signatories. The Submission should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Submission on behalf of the corporation is submitted;
- (b) If the Respondent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Respondent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Submissions will be undertaken on behalf of the City by an Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Respondent or Preferred Respondents to the City.

4.2 Evaluation Criteria

The City will compare and evaluate all Submissions to determine the Respondent's strength and ability to provide the Services to the City. The Evaluation Team will consider the Respondent's responses to items (i) to (xvi) in Section 3.2 - Form of Submission and evaluate the Submission in terms of:

- (a) Experience, Reputation and Resources**
- (b) Administrative Capacity**

(c) Project Fit (Extent to which the Submission achieves the City's Stated Goals and Objectives – refer to Schedule A, Section 2)

(d) Community Outreach and Community Benefit

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Submissions by comparing one Respondent's Submission to another Respondent's Submission. All criteria considered will be applied evenly and fairly to all Submissions.

4.3 Litigation

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Respondent.

In determining whether or not to reject a Submission under this section, the City will consider whether the litigation is likely to affect the Respondent's ability to work with the City, its consultants and representatives and whether the City's experience with the Respondent indicates that there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Respondent.

4.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Respondent with respect to any RFEOI/SOQ, and the Evaluation Team may make such requests to only selected Respondents. The Evaluation Team may consider such clarifications or additional information in evaluating a Submission.

4.5 Interviews

The Evaluation Team may, at its discretion, invite some of all of the Respondents to appear before the Evaluation Team to provide clarifications of their Submissions. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Submissions.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFEOI/SOQ is not a tender and does not commit the City in any way to select a Preferred Respondent(s), or to proceed to negotiations for an agreement, or to award any agreement, and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

5.2 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing, and submitting a Submission, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFEOI/SOQ. The City and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Submission, or participating in subsequent proposal requests, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

5.3 No Contract

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ, prior to the signing of a formal written Contract. The Respondent may cancel or revoke its Submission at any time, until acceptance by the City.

5.4 Conflict of Interest

A Respondent shall disclose in its Submission any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

5.5 Solicitation of Council Members and City Staff

Respondents and their agents will not contact any member of the City Council or City staff with respect to this RFEOI/SOQ, other than the City Representative named in section 2.4, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ.

5.6 Confidentiality

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

SCHEDULE A - SCOPE OF SERVICES

The City of Surrey (the “City”) invites expressions of interest and statements of qualifications from individuals and groups that are engaged in artistic and creative endeavours for the use of a city-owned building in the City Centre area for the following project.

1. Project Background

The Parks, Recreation and Culture Strategic Plan states that “the City has grown to the point where the centralized arts programming and services provided at the Surrey Arts Centre need to be augmented by additional services at the community level. Arts organizations have expressed a strong desire for artist run spaces in several locations within the City.” The Plan also indicated that the City should work with non-profit partners to leverage improved arts initiatives within the City Centre. Surrey’s Cultural Plan (2012) reinforced these ideas. The creation of community operated arts space in City Centre is consistent with the City Centre vision as outlined in the City’s Official Community Plan.

The City of Surrey has purchased a parcel of land containing a vacant, single-storey, 2,500 sq. ft. facility located at 10660 City Parkway. The building is in a central and easily accessed area across the street from the Chuck Bailey Recreation Centre and Youth Park. The City has allowed a modest amount in the 2015 Capital budget for minor renovations and to make the building safe for public use.

LOCATION MAP



LOCATION PHOTO



The City would like to enter into an Operating Agreement with one or more Respondents who would provide arts and cultural services at 10660 City Parkway at little or no cost to the City.

2. **Project Goals and Service Objectives**

The City would like to achieve several community service objectives through the implementation of this project. These include:

- Ongoing operation of a space that allows for creative expression through arts and cultural development opportunities in the City Centre;
- The engagement of one or more arts groups to optimize and fully utilize the space;
- The provision of services in a manner that generates community engagement opportunities and undertakes community outreach initiatives, with a priority on youth engagement;
- Promotion of the arts in the City Centre; and
- An opportunity for the successful Respondent to build organizational capacity through the operation of the space.

3. **Project Description/Scope of Services**

The City is interested in responses from various arts and cultural organizations (Respondents) that describe a proposed approach to the project and the scope of services to be provided by the Respondent. The City's objective is to achieve the project goals as described in the RFEOI rather than to prescribe the services that must be provided. The Scope proposed by each Respondent will be evaluated according to the extent to which that scope achieves the stated goals.

4. Project Deliverables

The City anticipates that the successful Respondent:

- Will enter into an Operating Agreement with the City and comply with the terms and conditions of that agreement;
- Will work with the City to determine (within a limited budget envelope) the nature and extent of the renovations and improvements to the basic interior space, surrounding grounds and exterior of the building that are needed to configure the space for use by the successful Respondent;
- Will move some or all of the activities normally undertaken by the Respondent (in keeping with the contents of the Respondent's submission) into the space;
- May undertake improvements within the space at no cost to the City as needed to operate and provide the services described in the Respondent's submission;
- Will provide community access to the space and the activities undertaken in the space in a manner that is consistent with the Respondent's submission;
- Will open and close the space on a regular basis, maintain and operate the space (and property) on an ongoing basis in a manner that is consistent with the maintenance standards at other City facilities in accordance with an Operating Agreement with the City; and
- May partner with other Respondents to optimize use of the space in a manner to be determined, as negotiated among all parties.

5. Project Budget

The City of Surrey has a Capital Budget of \$200,000 allocated to this project primarily to make the building safe for public use. It is anticipated that this will be used to construct operational washrooms, install improved flooring and modify wall locations and space layout in a manner that suits the space layout requirements of the successful Respondent. Tenant Improvements beyond these stated basic renovations are the responsibility of the successful Respondent.