



City of
Saskatoon

**Request for Qualifications
Public Art Curator
Placemaker Program**

Issue Date: January 18, 2019

Curator Fee: \$10,000.00 Canadian

There will be an additional budget for the commissioning of the art.

Closing Date: 2:00 p.m. Saskatoon Local Time Tuesday, February 19, 2019

Delivery Address:

#2019 Placemaker Curator

City of Saskatoon

Recreation and Community Development

ATTN: Alejandro Romero

Arts and Culture Consultant

3130 Laurier Drive

Saskatoon, SK

S7L 5J7

1 INTRODUCTION

1.1 Purpose of this Request for Qualifications

The City of Saskatoon invites qualified Curators specializing in Public Art to prepare and submit their credentials to work with civic administration, the Public Art Advisory Committee, the Downtown, Riversdale and Broadway Business Improvement Districts and community to select artists and works of arts for the 2019 Placemaker Temporary Public Art Program.

1.2 Eligibility to Participate in this RFQ

This is an open call to professional curators. Qualifications submitted by arts professionals, non-profit art organizations, art centers, galleries, and/or museums for exhibitions of emerging and established artists will be considered. The successful candidate will possess a proven record and have demonstrated abilities in curating, planning, implementing, and managing dynamic public art exhibitions. The qualified candidate will have strong organizational skills, excellent written communication skills and experience organizing public art installations of similar scope. Any interested party or parties, may submit their qualifications to this RFQ. Proponents will ideally have previous experience in curatorial practice with community engagement experience.

2 RFQ TERMINOLOGY

2.1 Throughout this Request for Proposal, terminology is used as follows:

- “RFQ” means Request for Qualifications;
- “Curatorial approach” means the letter of intention with a possible direction or approach proposed by the Curator in response to this RFQ; the 2019 Placemaker Program curatorial approach must consider diversity, truth and reconciliation, inclusion, newcomers and first nations and metis artists and themes;
- “City” means the City of Saskatoon;
- “Proponent” means a party, a company or an individual that has obtained a copy of this Request for Qualification and submits, or intends to submit, a Curatorial Approach in response to this “Request for Qualifications”;
- “Agreement” means the written contract resulting from this Request for Qualifications awarded to and/or executed by the City and the successful Proponent; and
- “Evaluation Team” means the Public Arts Advisory Committee to evaluate Qualification and select the Preferred Proponent(s).

3 THE PROJECT

3.1 General Information

The City of Saskatoon is issuing this Request for Qualification for a Temporary Public Art Curator. The proponent shall present a letter of intent showing qualifications and experience including the following:

- Expression of Interest as Curator of Temporary Public Art and their vision for temporary public art;
- Direction or approach to the 2019 Placemaker temporary art program in Saskatoon; must consider diversity, truth and reconciliation, inclusion, newcomers and first nations and metis artists and themes;
- Knowledge of Saskatoon Public Art Program;
- Experienced in the Field of Public Art specifically temporary art;

- Research, development and production of public art exhibitions;
- Writing copy and or providing information for publicity and promotional materials;
- Collaborative approaches to public art including works with municipalities, Business Improvement Districts, community organizations, artists, and the general public;
- Community engagement and public space;
- Subcontracting artists for public projects.
- Experience in public speaking or public presentation

3.2 Agreement

The successful Curator will be negotiating items with the Public Arts Advisory Committee in representation of the city to form the basis for an Agreement. The following are some of the key terms that the City anticipates will be included in the Agreement:

Term: The work is to be completed by the end of the Fall 2019.

Payment Terms: Three payments will be made first at the signature of the agreement, second upon completion of research, negotiation with artists, selection of work and a final payment after a written report after submission of progress reports.

Insurance: \$2 million general liability

4 PROCUREMENT PROCESS

4.1 Estimated Timeline

The following is the City’s estimated timeline for the Project:

Activity	Timeline
RFQ Issued	January 18, 2019
RFQ Closing	February 18, 2019
Award of Contract	March 15, 2019
Research and Work with BIDS	March 2019
Progress Report	May 2019
Selection of temporary art, artists and contracts	May- June 2019
Installation	July—October 2019

Artist talks with community	October 2019
Curator Public Presentation (Public Art tour) Final written report	November 2019

This estimated timeline is subject to change at the sole discretion of the City.

4.2 Inquiries

Submit questions about the meaning and intent of the temporary Placemaker to Alejandro Romero, Recreation and Community Development, Arts and Culture Consultant at alejandro.romero@saskatoon.ca.

- a) responses to an Inquiry will be in writing;
- b) all Inquiries, and all responses to Inquiries from the Contact Person, will be recorded by the City;
- c) the City is not required to provide a response to any Inquiry;
- d) a Proponent may request that a response to an Inquiry be kept confidential by clearly marking the Inquiry “Commercial in Confidence” if the Proponent considers the Inquiry to be a matter of proprietary commercial interest;
- e) if the City decides that an Inquiry marked “Commercial in Confidence”, or the City’s response to such an Inquiry, must be distributed to all Proponents, then the City will permit the inquirer to withdraw the Inquiry rather than receive a response and if the Proponent does not withdraw the Inquiry, then the City may provide its response to all Proponents;
- f) notwithstanding Section 4.2(d) and 4.2(e):
 - i. if one or more other Proponents submits an Inquiry on the same or similar topic to an Inquiry previously submitted by another Proponent as “Commercial in Confidence”, the City may provide a response to such Inquiry to all Proponents; and
 - ii. if the City determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Inquiry, including an Inquiry marked “Commercial in Confidence”, the City may, in its discretion, distribute the Inquiry, response or information with respect to such matter to all Proponents.

Information offered from sources other than the Contacts listed with regard to this RFQ is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

4.3 Addenda

The City may, in its absolute discretion, amend this RFQ at any time by issuing a written Addendum. The addenda will become an integral part of the contract. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of

communication whether written or oral, including written responses to Inquiries as provided by Section 4.2, will be included in, or in any way amend, this RFQ. Addenda will be issued by the City of Saskatoon. The proponent should acknowledge receipt of all addenda in the proposal submission. A form for this has been provided in Appendix B of this RFQ. An acknowledgement of Addenda issued for the RFQ is not mandatory for successful submission.

It is the responsibility of the Curator to ensure that they has received and incorporated all addenda into its letter of intent.

4.4 Provision of Information

The City does not make any representation as to the relevance, accuracy or completeness of any of the information made available except as the City may advise with respect to a specific document.

This supplied information may be supplemented or updated from time to time. Although the City will attempt to notify Proponents of all updates, Proponents are solely responsible for ensuring they check with the Contact Person frequently for updates and to ensure the information used by the Proponents is the most current, updated information.

Each Proponent shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labour, equipment and materials, and the quantity of the work to be performed. The Proponent agrees that it has satisfied itself by Proponent's own investigation and research regarding all such conditions, and that Proponent's conclusion to submit a Proposal is based upon such investigation and research, and that Proponent shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

5 RFQ REQUIREMENTS

5.1 RESUME/CV

5.2 LETTER OF INTENT

5.3 CURATORIAL VISION, DIRECTION OR PLACEMAKER CURATORIAL APPROACH

5.4 LIST AND PHOTOGRAPHS OF CURATED PUBLIC ART EXHIBITIONS OR RELEVANT PROJECTS

5.5 REFERENCES

6 SUBMISSION INSTRUCTIONS

6.1 Closing Time and Delivery Address

Qualifications must be received at the Delivery Address before the Closing Time. Proposals received after the Closing Time will not be considered and will be returned unopened. Proposals will not be publicly opened. Please submit proposals in an envelope clearly marked **#2019 Placemaker Curator**

6.2 No Fax or Email Submission

Qualifications submitted by fax or email will not be accepted.

6.3 Language of Proposals

Proposals should be in English. Any portion of a Qualifications not in English may not be evaluated.

6.4 Receipt of Complete RFQ

Proponents are responsible to ensure that they have received the complete RFQ, as listed in the table of contents of this RFQ, plus any Addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFQ issued prior to the Closing Time. The City accepts no responsibility for any Proponent lacking any portion of this RFQ.

6.5 Revisions Prior to the Closing Time

A Proponent may amend or withdraw its curatorial intention at any time prior to the Closing Time by delivering written notice to the Delivery Address prior to the Closing Time.

6.6 Validity of Proposals

By submitting interest, each Proponent agrees that its approach, will remain irrevocable and open for acceptance from the Closing Time until midnight at the end of the 90th calendar day following the Closing Time (the intention Validity Period).

6.7 Material Change after RFQ Closing Time

A Proponent will give immediate notice to the City of any material change that occurs to a Proponent after the Closing Time, including a change to its membership or a change to financial capability.

7 PROPOSAL EVALUATION

7.1 Mandatory Requirements

The City will review all candidate curators on a preliminary basis to determine whether they comply with the Mandatory Requirements. Candidate curators which do not comply with the Mandatory Requirements will be rejected and not considered further in the evaluation process.

The City has determined that the following are Mandatory Requirements:

- a) the Submission must be received at the Delivery Address no later than the Closing Time; and
- b) the Submission must include the completed Appendixes A and B and proponent to include any other Appendices that may be considered mandatory for successful submission.

The other requirements of this RFQ, even if stated in mandatory terms, are not included in the Mandatory Requirements.

7.2 Evaluation Team

The City will surrogate authority to the Public Arts Advisory Committee (PAAC) to evaluate curators and identify the Preferred Proponent(s). The PAAC may be assisted by other persons as the Evaluation Team may decide it requires, including technical, professional, legal and other advisers or employees of the City.

7.3 Evaluation of Proposals

The PAAC Evaluation Team will evaluate Candidates in the manner set out in Appendix A and may consider any criteria it considers relevant.

The PAAC may, in its sole and absolute discretion, but is not required to:

- a) conduct reference checks relevant to the Curator with any or all of the references cited in their qualification materials, or with any other person not listed, to verify any and all information regarding a Curator, including its directors, officers and the Key Individual;
- b) conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
- c) seek clarification or rectification of a Curator Resume/CV or supplementary information from any or all Curators;
- d) request interviews or presentations with all of the Curators to clarify any questions or considerations based on the information included in their curatorial package during the evaluation process, with such interviews or presentations conducted in the discretion of the City, including the time, location, length and agenda for such interviews or presentations; and
- e) the PAAC may in its sole and absolute discretion rely on and consider any information received as a result of such reference checks, background investigations, requests for clarification or supplementary information and interviews/presentations in the evaluation of Candidates.

The PAAC may decide not to complete a detailed evaluation of a Curator if PAAC concludes having undertaken a preliminary review of the Curators as compared to other Curators, the curator is not in contention to be selected as the Preferred Proponent.

The PAAC may reject a Curator if any information presented is not clear or not able to be corroborated.

8 SELECTION OF PREFERRED Curator(S) AND CONTRACT AWARD

8.1 Selection Criteria

The evaluation team (PAAC) will review all submitted material and rank the proposals for the proposed Curator based on the following criteria. Refer to Appendix A for a detailed list of proposal requirements.

Resume - CV	10
Letter of intent with curatorial approach for Placemaker	30
Demonstrated curatorial experience and exhibition success	30
Public Art Curatorial Portfolio	15
References	15
TOTAL	100 points

8.2 Selection and Award

If the City selects a Curator(s), the City will invite the Curator(s) to enter into discussions to settle all terms of the Agreement, based on the Curator timelines, including any clarifications that the Curator(s) may have provided during the evaluation of Qualifications. The City reserves the right to negotiate changes to the curatorial approach as discuss with stakeholders.

If for any reason the City determines that it is unlikely to reach final agreement with the Curator(s), then the City may terminate the discussions with the Curator(s) and proceed in any manner that the City may decide, in consideration of its own best interests, including :

- a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, including using other curators; or
- b) inviting one of the other curators to enter into discussions to reach final agreement for completing the Placemaker Project.

9 RFP TERMS AND CONDITIONS

9.1 No Obligation to Proceed

This RFQ does not commit the City to select a Curator(s) or enter into an Agreement and the City reserves the complete right to at any time reject all Proponents, in whole or in part, or to otherwise terminate this RFQ and proceed with the Project in some other manner.

9.2 Reservation of Rights

The City reserves the right, in its discretion, to:

- a) amend the scope of the Project, modify, cancel, or suspend the RFQ at any time for any reason;
- b) accept or reject any Proposal based on the evaluation of the Proposals in accordance with Appendix A, and in particular the City is not obliged to select the Proposal with the highest rankings;
- c) waive a defect or irregularity in a Curator;
- d) reject, disqualify, or not accept any or all Curators without any obligation, compensation, or reimbursement to any Curator or any of its team members;
- e) re-advertise for new Qualifications, call for curators, or enter into negotiations for this Placemaker Project or for work of a similar nature;
- f) make any changes to the terms of the business opportunity described in this RFQ;
- g) negotiate any aspects of a curators approach; and
- h) extend, from time to time, any date, time period or deadline provided in this RFQ, by way of Addendum.

9.3 Confidentiality

All Qualifications submitted to the City become the property of the City and will be received and held in confidence by the City, subject to the provisions of the Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP) and other applicable legislation.

9.4 No Collusion

Nothing in this section will prevent any interested party from talking to other interested parties for the purpose of forming a team to submit qualifications to this RFQ.

9.5 Conflict of Interest

Each Respondent must make full disclosure of any commitments, relationships, or financial interests that could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement.

Disclosure, if any, must be made in writing and accompany the Respondent's qualification submission. The City requires disclosure from partners and the personnel assigned to the Respondent's curators team.

If, in the sole discretion of the City, a curator or its team member is determined to have a Conflict of Interest that, in the City's sole discretion, cannot be managed, mitigated, or minimized, the City may, in addition to any other remedies available at law or in equity, disqualify the curator submitted by the Respondent.

9.6 No Lobbying

Curators or Curators Team members and the Key Individuals, and their respective directors, officers, employees, consultants, agents, advisers or any other representatives will not engage in any form of political or other lobbying whatsoever in relation to the Placemaker Project, this RFQ, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. The use of the media for these purposes is also prohibited. Further, no such person (other than as expressly contemplated by this RFQ) will attempt to communicate in relation to the Placemaker, this RFQ, or the Competitive Selection Process, directly or indirectly, with any representative of the City (including any member of the Council), or any employee of City, any Restricted Parties, or any director, officer, employee, agent, adviser, consultant or representative of any of the foregoing, or the media, as applicable, for any purpose whatsoever, including for purposes of:

- a) commenting on or attempting to influence views on the merits of the curator , or in relation to other curators approaches to Placemaker;
- b) influencing, or attempting to influence, the evaluation, scoring and ranking of candidates, the selection of the Preferred Curator, or any negotiations with the Preferred Curator;
- c) promoting the Curator or its interests in the Placemaker Project, including in preference to that of other Curators; and
- d) criticizing the Qualifications of other Curators.

In the event of any lobbying or communication in contravention of this Section, the City in its discretion may at any time, but will not be required to, reject any and all qualifications submitted by that Curator without further consideration.

9.7 Limitation of Damages

Each Curator on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Curator in preparing its qualifications for any matter in respect of this RFQ including:
 - i. if the City accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFQ; or
 - ii. if the Placemaker Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this RFQ or both) or the City exercises any rights under this RFQ; and
- b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Consultant for any reason, including:

- i. if the City accepts a non-compliant qualification or otherwise breaches (including breach of material terms) the terms of this RFQ or;
- ii. if the Project or RFQ is modified, suspended, or cancelled for any reason (including modification of the scope of the Placemaker Project or modification of this RFQ or both) or the City exercises any rights under this RFQ.

9.8 No Partial Compensation for Participation in this RFQ

The City will not provide any compensation to Curators for participating in this RFQ Competitive Selection Process.

9.9 Debriefs

The City will, following Contract Award, upon request from an unsuccessful Curator, conduct a debriefing for that Curator. In a debriefing the City may discuss the relative strengths and weaknesses of that Curator qualifications, but the City will not disclose or discuss any Confidential Information of another Curator.

9.10 Interpretation

In this RFQ:

- a) the use of headings are for convenience only and are not to be used in the interpretation of this Agreement;
- b) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of or Appendix to this RFQ;
- c) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- d) the word "including" when used in this RFQ is not to be read as limiting; and
- e) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

APPENDIX A
PROPOSAL GUIDELINES

The Public Arts Advisory Committee will evaluate the Curators submissions in accordance with this Appendix A.

GUIDELINES

Proposals should:

- a) Include all of the information requested in this Appendix A;
- b) Be submitted as follows:

Content	Number of Copies
1. Submission Form (see Appendix B) signed by the Proponent	One (1)
2. Letter of intent	One unbound copy marked 'Master Copy'

RFQ REQUIREMENTS

Curator's submissions should include the following information:

<p>Understanding of temporary Public Art:</p> <ul style="list-style-type: none">• Statement that articulates the importance of contemporary temporary public art;• The 2019 Placemaker Program approach must consider diversity, truth and reconciliation, inclusion, newcomers and first nations and metis artists and themes;

Training and/or certification in Public Arts

- Include CV/resume that clearly lists formal education/training/certification in areas such as Public Arts, art history, contemporary curated exhibitions, community engagement, collaborative experience

Demonstrated experience in curatorial practices:

- 3 Samples of curatorial writings in relationship with Temporary Public Art
- Community engagement projects and collaborative projects

Public Art portfolio

- List of past projects – with photos
- **Reviews and or arts publications**

References

- 3 references with email address and phone numbers

APPENDIX B
CURATOR SUBMISSION FORM

(To be submitted by the Authorized Representative of the Proponent)

REQUEST FOR Qualifications

#2019- Placemaker Curator

Closing Time: 2:00 p.m. Local Time, Tuesday February 19, 2018

In consideration of the City's agreement to allow the undersigned (Curator) to participate in the Request for Qualifications (RFQ), issued _____, the Curator hereby agrees that:

1. Understanding of RFQ Call Process

The Curator acknowledges and agrees:

- a) This is not a tender process. An RFQ has been issued seeking a Curator. The preferred Curator will be selected based on mandatory and non-mandatory criteria detailed in the RFQ;
- b) The RFQ call process will include opportunities to discuss aspects of the Curator with professionals and representatives that are either employed, or appointed, by the City;
- c) That it will commit to providing a RFQ which includes the full scope of services required for this Placemaker Project as indicated in the RFQ; and
- d) That it will comply with the procedures and process detailed in the RFQ.

2. Limitation of Damages

The Curator:

- a) agrees not to bring any claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Curator in preparing its qualifications for any matter in respect of this RFQ, including:
 - i. if the City accepts a non-compliant qualification or otherwise breaches (including breach of material terms) the terms of this RFQ; or
 - ii. if the Placemaker Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Placemaker Project or modification of this RFQ or both) or the City exercises any rights under this RFQ; and

We acknowledge receipt of the following addenda which shall be considered as part of the qualifications Package:

Addendum # _____

Date: _____

An Acknowledgement of Addenda issued for the RFQ is not mandatory for successful submission.