



REQUEST FOR PROPOSAL

RFP 2016 – 05
October 20, 2016

Sesquicentennial Totem Pole Project

City of Duncan
Attention: Peter de Verteuil
City of Duncan, 200 Craig Street,
Duncan, BC, V9L 1W3

Submission Deadline: November 7, 2016

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REQUEST FOR PROPOSAL

RFP PROGRAM TITLE: Sesquicentennial Totem Pole Project

DEFINITIONS

“ARTIST” means the Proponent whose Proposal has been accepted by the City of Duncan and is awarded a contract by the City of Duncan to carry out the Work.

“CoD” means the City of Duncan.

“PROPONENT” means the responder to this RFP.

“PROPOSAL” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“RFP” means this Request for Proposal.

“WORK” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1.0 - INTRODUCTION

1.1 PURPOSE

The City of Duncan Tourism Totem Sub-Committee (City) would like to commission a commemorative totem pole to celebrate Canada’s 150th anniversary. Artists with experience carving totem poles are encouraged to submit a proposal meeting the criteria laid out in this Request for Proposals. The total compensation for this project, over a ten month timeline, will be not more than \$60,000.

1.2 BACKGROUND

The Sesquicentennial Totem project will add a new totem to the renowned collection in celebration and recognition of Canada's 150th anniversary. The totem will take shape throughout the year leading up to Canada's 150th anniversary. Under the design and artistic supervision of a First Nations master carver (artist), it is anticipated that the totem will be carved over a period of several months in a central, secure and highly visible location in downtown Duncan, so that the public could view the artist at work, watch the totem progress, and participate. Opportunities to participate in the carving process would be available to schools and community groups, and the totem would travel to at least 4-5 community events throughout the year to engage even more of Cowichan's communities and residents in the project. Upon completion, the artist will be asked to provide input into organizing a traditional ceremony to unveil, raise and bless the totem.

2.0 - INSTRUCTIONS TO PROPONENTS

2.1 SUBMISSION OF PROPOSALS

The Proposal and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title. The sealed envelope should be addressed to the following:

**Peter de Verteuil
Chief Administrative Officer
City Hall
200 Craig Street
Duncan, BC V9L 1W3
Office No. 250-746-6126 Fax No. 250-746-6129
Email: peter@duncan.ca**

Proposals must be received on or before the **Closing Time** of:

**TIME: 2:00p.m. local time
DATE: November 7, 2016**

Proposals (3 hard copies) will be accepted until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address set out above by the Closing Time.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy. It is the Proponent's sole responsibility to ensure the revisions are received by the CoD prior to the Closing Time.

Proposals received after the Closing Time will not be accepted or considered.

2.2 INQUIRIES

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by CoD. All Addenda are to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between CoD Councillors or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

3.0 - GENERAL TERMS OF PROPOSAL PROCESS

3.1 PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against CoD will be accepted. CoD shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.2 PROPOSAL EVALUATION

CoD recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore CoD may prefer a Proposal with a higher price, if it offers greater value and better serves CoD’s interests, as determined by CoD, over a Proposal with a lower price. Proposal will be evaluated on the follow criteria:

1. Proposal cost.
2. Aesthetic quality of the totem design drawing.
3. Experience of the Artist.
4. Written submission outlining how the project requirements will be met and detailing the artist’s willingness to work with an audience and facilitate public participation carving the totem pole.

The evaluation team will not be limited to the criteria listed above, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

CoD, at its sole discretion, reserves the right to:

- Reject any or all Proposals whether complete or not;
- Reject any Proposal it considers not in its best interests;
- Waive any minor irregularity or insufficiency in the Proposal submitted;
- Not be liable for misunderstandings or errors in the Request for Proposals;
- Issue Addenda to the Request for Proposals;
- Contact references provided by the Proponents;
- Retain independent persons or contractors for assistance in evaluating Proposals;
- Request points of clarification to assist CoD in evaluating Proposals;
- Negotiate changes with the successful Proponent; and
- Withdraw the Request for Proposal.

3.3 PROPOSAL PRESENTATION

CoD reserves the right to request one or more of the Proponents whose submissions are of particular interest to CoD, to make oral presentations to CoD.

3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of CoD and will not be returned to the Proponent. CoD will consider all Proposals submitted as confidential but reserves the right to make

copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that CoD is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.5 CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with CoD, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. CoD may rely on such disclosure.

3.6 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.7 LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against CoD in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.8 NO CONTRACT

This RFP is not a tender and does not commit CoD in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any

kind is formed under or imposed on CoD by this RFP or submissions prior to the completed execution of a formal written Contract.

3.9 ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from CoD and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with CoD to perform the works or services set out and agreed upon in the Proposal.

3.10 PROPOSAL CONTENT

Content to be included in the Proposal, but not limited to:

- Artist: The Proposal shall identify the proposed artist who will be the single point of contact, responsible for direct interaction with CoD. Please include Full name, address and telephone number of the artist.
- Proposed Project Team: The Proposal shall list key individuals including the artist who will have major responsibilities for the performance of the Work. Describe the work to be performed by each listed individual and their qualifications in terms of substantive experience directly related to the proposed project. Other than the members of the public participating in the carving under the supervision of the artist, only personnel/assistants listed in the successful proposal shall perform the work unless otherwise approved in writing by the City.

The Proposal should include the following endorsement:

"Identified Key Project Team members shall only be replaced with written approval of the CoD."

- Totem Design: The Proposal shall include a drawing of the totem pole to scale and in colour as the artist would design the pole to meet the log dimension criteria. The story depicted will reflect Canada's 150th anniversary.
- Log Dimensions Criteria: The cedar log measurements are to be minimally 20 ft. in length, 2 ft. in diameter at top, and 3 ft. at bottom. The City is seeking to procure an exceptional quality log.
- Model Totem Pole (maquette): The applicant selected to carve the Totem Pole must carve and paint to scale one yellow cedar totem pole (no less than 18 inches tall). The maquette must be completed prior to beginning the carving of the 20 ft. pole. These will serve as a model for the actual pole. The totem pole maquette must be completed within three weeks of entering into the carving contract.

- Methodology: The Proposal shall contain an outline of strategies and skills that will be used provide demonstrations to engage member of the public and assist them with participating in carving the totem pole.
- Carving Tools: The Proposal shall include confirmation that the artist will provide the necessary tools and supplies to carve and complete the totem pole, excluding those tools provided by the City for use by members of the public during public participation opportunities.
- Liability Insurance: The Proposal shall include confirmation of Liability Insurance coverage for a minimum of \$ 2,000,000 value.
- Ownership: The Proposal shall acknowledge that the design drawings, totem pole and the totem pole maquette, as well as the copyright of their images, will become the property of the City of Duncan.
- References: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited. Please provide photos of the artist's last three completed totem poles, including measurements.

3.12 PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.13 WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

4.0 - SCOPE OF WORK AND SCHEDULE

4.1 STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

The City will provide the following:

- The totem base will be constructed by City Staff.
- The Project Manager will organize all public interaction aspects of the carving, including the transportation of the totem pole to various community events and the artist's schedule throughout the project.
- A public location and facility for carving and securing the pole in an accessible downtown location.
- Transportation of the pole to and from various community events.
- Tools to be used by members of the public.

4.2 SCHEDULING

Proponents will provide a proposed project schedule indicating the tasks and deliverables. Time is of the essence in this project. The proposal shall include a project schedule. The full-scale totem pole must be completed by October 15, 2017. regularly scheduled carving days at a public location in the City of Duncan (minimum three (3) days/week for four (4) months, including 1 weekend day per week), travel to four or five (4-5) community events (to be determined), and up to four-weeks for finishing work, at which time the public will be excluded from participation, prior to completion by October 15, 2017.

4.3 WORK PLAN

The Sesquicentennial Totem Pole project will include the following tasks:

- Meet with CoD staff and Totem Sub-Committee as required.
- Upon approval of the totem design, carve the totem pole maquette to scale to be used as the template for the actual totem pole.
- Supervise the hands-on participation of community members in the carving process during regularly scheduled carving hours, including the participation of school groups, over the course of four months.
- Supervise the hands-on participation of community members at 4-5 community events throughout the region, over the course of four months.
- Secure the perimeter of the totem carving facility at the public location and securing their own carving tools upon completion of carving each day.
- Undertake the totem pole finishing work, at which time the public will be excluded from participation, for up to four-weeks.

- Provide input into organizing a traditional ceremony to unveil, raise and bless the totem.

CoD may negotiate with the prospective artist to minimize or change some of the requested duties prior to signing a contract.

4.4 DRAWINGS

All drawings shall use metric units throughout.

All drawings shall also be provided in PDF format.

5.0 - COMMUNICATIONS

The project will be managed by a Project Manager, who will report to the Totem Sub-Committee. Regular updates to CoD project manager are required throughout the project. The successful artist shall not address any communications directly to Council. All communications shall be directed to the appropriate staff member.

6.0 - FEES AND DISBURSEMENTS

The Proponent shall provide a lump sum fee up to and including the completion of tendering. Any costs incurred by the Artist above the submitted lump sum cost will be the sole responsibility of the Artist unless pre-approved by CoD. The CoD will withhold payment of 25% of the total fee until completion of the project.

The Proposal shall include an estimate of the overall cost of the producing a 20 ft. totem and one model totem (maquette):

- A detailed payment schedule.
- An estimate of any addition requirements of City staff time or resources (if any).
- A separate quote for the provision of an exceptional quality log to meet the specifications of the proposed design (20 ft.), in case the City is unable to secure a log directly.
- Any and all travel, food, and living expenses.

A schedule of hourly rates for all personnel proposed, equipment and disbursement rates for the project shall be included in the Proposal. Any payment for assistants is the sole responsibility of the successful artist. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

Fee Estimates must include all applicable taxes, but show taxes as separate items.