



City of Fernie Public Art Project Commemoration of 1908 Fire

REQUEST FOR PROPOSAL

ISSUE DATE: August 16, 2017

CLOSING DATE: September 18, 2017 at 4:00 PM LOCAL TIME

Original and one copy of a Proposal in a sealed envelope clearly marked **“Proposal – Fernie Art Project-1908 fire”** will be received up to **4:00 P.M. LOCAL TIME, FRIDAY, September 18, 2017** at Fernie City Hall, P.O. Box 190, 501 – 3rd Avenue, Fernie, B.C., V0B 1M0. Attention: Lloyd Smith

*** PROPOSALS WILL NOT BE OPENED IN PUBLIC ***

NOTE: It is the proponent’s responsibility to check for Addendas which will be posted on the City of Fernie website: www.fernie.ca.

1. PROJECT SCOPE

1.1. Project Objective

To enhance the Fernie Station Square through an outdoor sculpture commemorating the 1908 Fernie Fire.

1.2. Historical Background

The Great Fire of 1908 was a dramatic, defining moment for Fernie that saw the community obliterated by fire in less than 90 minutes on August 1st, 1908. The fire claimed 10 lives and the property loss was valued at over \$5 million dollars, a staggering amount at the time. It was the second major fire in four years. In 1904, a fire destroyed much of Fernie's commercial core and led to the incorporation of the City of Fernie and the formation of the Fernie Fire Department.

The efforts of the firemen were no match for the 1908 firestorm; they surrendered where the Fernie Museum is today. People fled for the river. A Great Northern train passing through Fernie rescued many and took them to Hosmer. Surprisingly, over 16 homes survived, all at the far west end of Fernie. The Crow's Nest Pass Coal Co. offices (Fernie's City Hall today) also survived and became the place where refugees from the fire could obtain food and clothing. Nearby towns offered shelter, and supplies came from across Canada.

Reconstruction of the town quickly began and was largely completed by 1911. A number the buildings were built from locally produced yellow brick. Many of the buildings seen today along Victoria (2nd) Avenue were restored in the 1980s with the assistance of provincial grants.

1.3. **Station Square** (Location for installation of Artwork)

Station Square is an approved project in the 2015-2017 Resort Development Strategy (RDS). The RDS is managed by the Resort Development Strategy Advisory Working Group (RDSAWG) and RDS projects are funded by the Resort Municipality Initiative (RMI). The RDSAWG is responsible to make recommendations to City Council on projects in the RDS.

In the Spring of 2017 the Beautification Committee offered to champion this project on behalf of the RSDAWG. Council supported this recommendation.

A public engagement session was held at the Arts Station on June 28, 2017 from 5:00 pm until 7:00 pm, to showcase plans that have been developed for the development of Station Square, and to receive feedback from the public on those plans. Feedback from approximately 35 people who attended this session is included as an attachment to this report. The feedback received was significantly in favor of development of Station Square, with concern given for parking. **A preliminary concept plan for the park and images from the 1908 are included in Appendix A.**

2. CONTENTS OF PROPOSAL

2.1. Covering Letter

A covering letter signed by the artist(s) should be provided outlining the general approach to the project, a summary of previous public art commissions. The letter is to be a maximum one page.

2.2. Artists Statement

The proponent will supply a written statement about the proposal (theme, fabrication and process details, relationship to artist's practice, to site, etc.). The artist statement is to be a maximum one page.

2.3. Artist Renderings

The proponent will supply drawings/images (maximum 5 pages) showing components of the work proposed, and how it will be placed on Station Square.

2.4. Proposed Budget

The proponent will provide a proposed budget for the project, outlining artist fee, materials/supplies and other relevant costs. Special requirements for installation should also be outlined, though these costs are outside of the scope of the project budget.

2.5. Artist CV

The proponent will supply their CV with record of public art experience including annotated images sent on USB (maximum 20 images), identifying materials, dimensions, year, and brief description (maximum 100 words per work described).

2.6. References

The proponent will supply a list of up to three clients for which they have created public art works. This information is to be included in the space provided on the "Statement of Qualifications and Experience" form included as Appendix "A" in the RFP. The City reserves the right to contact these clients for reference checks. We will not complete an agreement without appropriate reference checks.

2.7. Schedule

The proponent will clearly outline a work schedule, detailing milestones and project completion dates.

2.8. Worksafe BC

During the Term of this Agreement, the Artist shall ensure that all work performed by the Artist and any subcontractors is performed in compliance with all applicable health and safety regulations and guidelines, including without limitation, the WorkSafe BC Act and Regulations. The Contractor shall assume Prime Contractor responsibilities at this site during the term of this project and provide proof of WorksafeBC insurance.

3. BID SHEET

REQUEST FOR PROPOSAL: **Fernie Public Art Project**

CLOSING DATE: **September 18, 2017**

The undersigned Bidder has carefully examined the Instructions, Terms and Conditions for the work requested and will provide the services required.

This proposal is valid for _____ days from the Closing Date.

ARTIST(S) NAME _____

ADDRESS _____

PHONE NO. _____ POSTAL CODE _____

EMAIL _____

FAX NO. _____ DATE _____

SIGNATURE OF BIDDER _____

PRINT NAME _____

PLEASE COMPLETE PAGES 3, 5 6 and 14 AND ATTACH TO YOUR PROPOSAL.

4. INTERPRETATION

4.1. Definitions

- “Best Value” means the value placed upon quality, service, past performance and price.
- “City” means the Corporation of the City of Fernie.
- “City Representative” means the representative or appointee engaged by the City of Fernie to supervise the work.
- “must”, “mandatory” or “required” means a requirement that must be met in order for a PROPOSAL to receive consideration.
- “Premises” shall mean building(s) or part of a building with its appurtenances.
- “Proposal” shall mean the proponent’s submission to the RFP.
- “Proponent” means a party submitting a proposal to this RFP.
- “RFP” means the Request for Proposal.
- “Request for Proposal” (RFP) includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of RFP.
- “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for RFP.
- “Special Conditions” means the special conditions, which are included in the RFP.
- “Specifications” means the specifications which are included in the RFP.
- “Subcontractor” includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.
- “Successful Proponent” means the proponent submitting the most advantageous RFP as determined by the City of Fernie.
- “Work” means any labour, duty and/or efforts to accomplish the purpose of this project.

5. FORM OF PROPSAL

Project Title: _____

Department: _____

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the City of Fernie and any addenda issued in connection therewith.

The Proponent undertakes and agrees that:

5.1. Execution of Contract

If the offer contained in this proposal is accepted, upon being advised that the Contract Documents are available, the Proponent will obtain the Contract Documents and Drawings, if any, and will execute and identify the Documents and Drawings in a form and manner acceptable to the City and will return the same within (5) days from the time when the same are available or are delivered or mailed to the Proponent.

5.2. Commencement, Prosecution and Completion of Work

If awarded the Contract, the Proponent shall supply the goods and or services on the date set out in the Contract Documents and shall complete the contract within the time specified in the Contract Documents.

5.3. 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.

5.4. Acceptance of Proposal

The acceptance of the proposal by the City shall be made only by notice in writing which will be addressed to the successful Proponent at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the proposal may be accepted either in whole or in part.

5.5. Failure or Default of Proponent

5.6. If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this proposal, the City at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void and the City shall be free to select an alternate solution of its choosing.

Executed at _____, in the Province of BC this _____ day of _____, AD 20____ under seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition to signatures, affix a corporate seal (if available). If a natural person makes the proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and **NOT** incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature.

(Corporate Name if Proponent is a Corporation)

Per: _____

Per: _____

Mailing Address of Proponent:

Street: _____

PO Box _____

City: _____

Province: _____

Postal Code: _____

Telephone: _____

PLEASE COMPLETE AND ATTACH PAGES 3, 5 AND 6 TO THIS PROPOSAL.

6. INSTRUCTIONS, TERMS AND CONDITIONS

6.1 General

The following terms will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

- a. The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.
- b. In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licences, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.
- c. Applicability of law: All references in the RFP to statutes and regulations thereto and City bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.
- d. Copyright: All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the City of Fernie, shall remain the property of the City of Fernie.
- e. In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) Addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.
- f. Headings are for convenience only: Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- g. Method of payment is governed by City policy as well as applicable Federal and Provincial laws.
- h. The RFP, accepted submission, and City contract documents represent the entire Agreement between the City and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The contract documents may be amended only by written instrument agreed and executed by the Successful Proponent and the City.

7. REQUEST FOR PROPOSAL PROCESS

7.1. Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the City.

7.2. No Obligation to Proceed

Though the City fully intends at this time to proceed through the RFP, in order to select the services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employers or Managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City for the purchase of the equipment, service or project.

7.3. Late Proposals

Proposals received after the final date and time for receipt of Proposals will be considered as "Late Proposals". Late proposals will not be accepted and will be returned unopened to the sender.

8. PRE-RFP INFORMATION

8.1. Cost of Preparation

Any cost incurred by the proponent in the preparation of this Proposal will be borne solely by the Proponent.

8.2. Intention of the City

The Proponent that submits to the City the most advantageous proposal and which represents the interests of the City, best overall, may be awarded the contract. The City reserves the right to accept or reject all or part of the RFP, however, the City is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of the City.

8.3. Rejection of Proposals

The City reserves the right to reject, at the City's sole discretion, any or all proposals, without limiting the foregoing. The City will reject any Proposal which either:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the proposal for which a price is required by the RFP; or

- d. fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not.
- e. Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the City to obtain a Proposal most suitable to the interests of the City and what it wishes to accomplish, the City has the right to waive any irregularity or insufficiency in a Proposal submitted and to accept the Proposal which is deemed most favourable to the interests of the City.

8.4. Evaluation Criteria

The following criteria, but not restricted thereto, will be used to evaluate responses:

- Demonstrated ability to provide goods & services required by the City
- Proven expertise in providing the required goods & services
- Qualifications and experience of the Contractor
- Work Schedule proposed
- The Evaluation Team may, at its discretion, invite some of all of the proponents 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.
- Equipment and fixture specifications
- Cost of goods & services
- Reference checks

8.5. Awarding

Awards will be made based on artistic merit and the best value offered, and the best value will be determined solely by the City.

8.6. Evaluation Committee

Proposals will be reviewed and evaluated by an evaluation committee to include art curators, the project designer, architects and others. A shortlist of three finalists will be reviewed by the public in a public engagement session. Final acceptance of the proposal will be made by City Council. During the evaluation process any or all of the proponents may be invited to give written or oral presentations and/or participate in interviews with the committee.

8.7. Clarification

The City reserves the right to seek proposal clarification with the proponents to assist in making evaluations.

8.8. Gifts and Donations

Proponents will not offer entertainment, gifts, gratuities, discounts or special services, regardless of value, to any employee of the City. The successful proponent shall report to the Director of Leisure Services any attempt by City employees or others to obtain such favours.

8.9. Acceptance of Proposal

The City of Fernie shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed relating to an approved proposal.

8.10. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a contract with the next qualified proponent or choose to terminate.

8.11. Enquiries

- Enquiries related to this RFP are to be directed, in writing or email, to the following person. Information obtained from any other source is not official and should not be relied upon. Questions will be answered if time permits.

Mr. Lloyd Smith

Director of Leisure Services

City of Fernie

PO Box 190, 501 – 3rd Avenue

Fernie, B.C. V0B 1M0

C: 250.430.1766

Email: lloyd.smith@fernie.ca

- Artistic and cultural inquiries should be directed to:

City of Fernie Museum

501 -3rd Avenue | PO Box 190

Fernie, BC V0B 1M0

Attention: Station Square Public Art Committee

Mr. Ron Ulrich, Executive Director, Fernie Museum

P: 250.423.7016, ext 2 | C: 250.430.1263

Email: director@ferniemuseum.com

Enquiries and responses will be recorded and may be distributed to all proponents at the City's option.

9. PROPOSAL PREPARATION

9.1. Changes to Proposal Wording

The proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the City for purposes of clarification.

9.2. Limitation of Damages

The Proponent, by submitting a "Proposal" agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

9.3. Firm Pricing

Proposals must be firm for at least 60 days after the final date. Prices will be firm for the entire contract period.

9.4. Currency and Taxes

Prices quoted are to be:

- In Canadian dollars
- Inclusive of duty, where applicable;
- FOB destination, delivery charges included where applicable; and
- Exclusive of applicable provincial and federal taxes.

10. CONTRACTORS' INSURANCE

10.1. Errors and Omissions Insurance

The Contractor shall, at the Contractor's expense, establish and maintain professional errors and omissions insurance

11. ADDITIONAL TERMS

11.1. Liability for Errors

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Contractors. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Contractors from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Proponents are responsible to ensure that they are familiar with all existing conditions at the Chamber of Commerce Building, prior to submitting a proposal.

11.2. Agreement with Terms

By submitting a proposal the Contractor agrees to all the terms and conditions of this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

11.3. Use of Request for RFP

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

12. SPECIAL CONDITIONS

- A qualified proposal is one which meets the needs and specifications of the City, the terms and conditions contained in the RFP. The preferred proposal is a qualified proposal offering the best value, as determined by the City.
- The City will decide whether a proposal is qualified by evaluating all of the proposals based on the needs of the City, specifications, terms and conditions and price. The City will examine all proposals and recommend which proposal is in the City's best interest.
- A proposal which is unqualified is one that exceeds the cost expectations of the City and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the City. The City reserves the right to reject any or all unqualified proposals.
- The City reserves the right to cancel this RFP at any time.
- The City recognizes that "Best Value" is the essential part of purchasing a product and/or service and therefore the City may prefer a proposal with a higher price, if it offers greater value and better serves the City's interests, as determined by the City, over a proposal with a low price. The City's decision shall be final.
- The City reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their proposals or re-submit altogether, as determined by the City.
- All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- The Successful Proponent, herein named the Contractor, shall guarantee that his proposal will meet the needs of the City and that any or all item(s) supplied and/or service(s) rendered shall be correct. If the item(s) supplied by the Contractor and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Contractor.

- All proposed prices shall include delivery F.O.B. to Fernie Chamber of Commerce building or other destination point, as specified by the City, and the Contractor shall bear all risks of loss and/or damage.
- Where only one proposal is received, the City reserves the right not to make public the amount of the proposal. The amount of the proposal will be made public if a contract is awarded. The City reserves the right to accept or reject a proposal, where only one proposal is received.
- The City reserves the right in its sole discretion to accept or reject all or part of any proposal which is non-compliant with the requirements of this RFP.
- The City shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- Cancellation Clause: The City reserves the right to cancel the Contract Agreement for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Vendor.

CONTRACTOR STATEMENT OF QUALIFICATIONS & EXPERIENCE

Please provide references from previous commercial or municipal customers of work similar in scope to the Chamber of Commerce renovation project.

References:

#1 Organization _____ Contact Person _____ Phone # _____

Brief project description

#1 Organization _____ Contact Person _____ Phone # _____

Brief project description

#3 Organization _____ Contact Person _____ Phone # _____

Brief project description

Qualifications of the lead persons who will be assigned to this project:

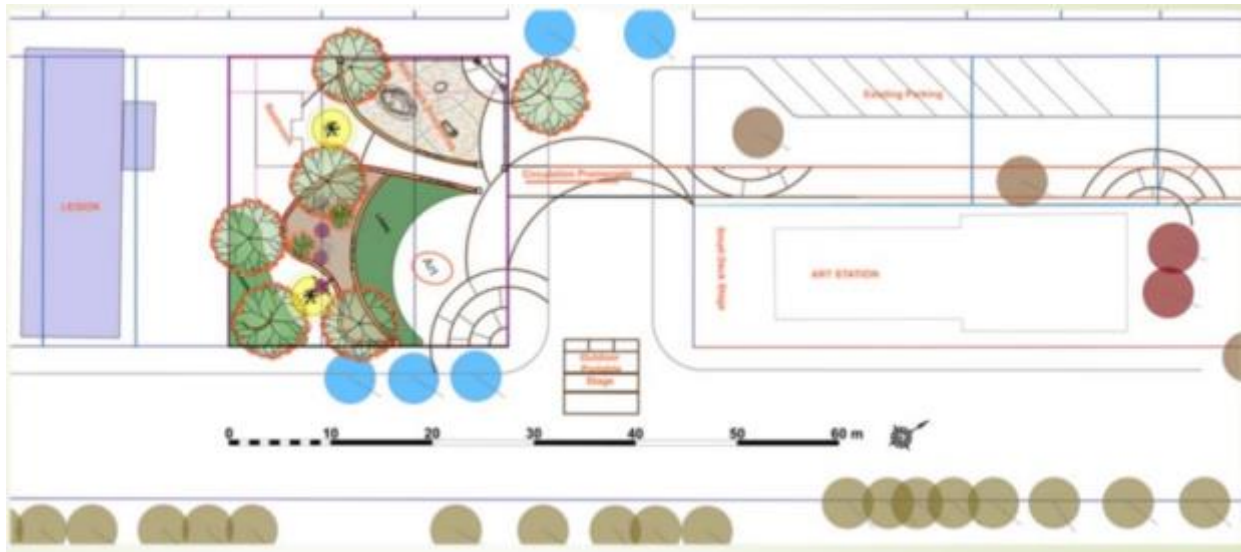
#1 Name _____ Qualifications _____

#2 Name _____ Qualifications _____

#3 Name _____ Qualifications _____

APPENDIX A
STATION SQUARE CONCEPTUAL PLAN
IMAGES FROM 1908 GREAT FIRE

STATION SQUARE | PROPOSED SITE PLAN



Station Square celebrates:

- Community identity
- Creativity
- Artistry
- History

As an event and festival site, the site plan maximizes:

- Functionality
- Versatility
- Synergy
- Activity

Current use of the site includes:

- Outdoor concerts
- Food trucks (weekdays and evening, weekends, events)
- Festival events (Griz Days, Chautauqua, etc)

Public washrooms are also located within the proposed park and are already constructed. The perimeter of the site is also defined by the Fernie Legion, the

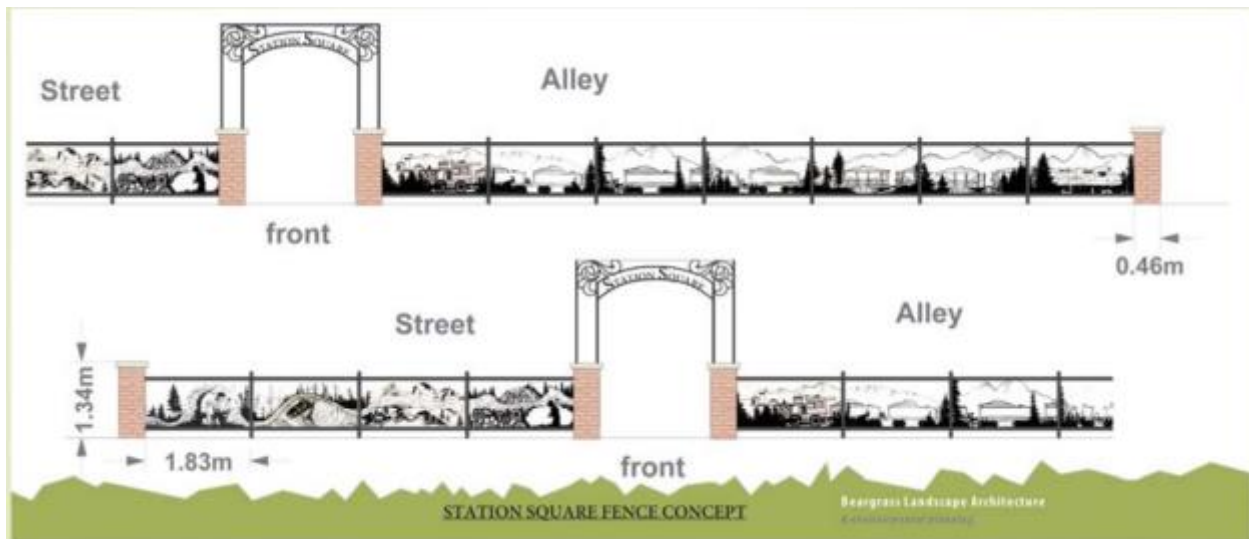
As an urban park, the space is also being envisioned as a social and quiet contemplation place when activities are not being hosted within the Square.

STATION SQUARE | PROPOSED CONCEPT



Note proposed location for artwork within the context of the park (labeled ART). There are no electrical or water services to this location at this point but planners are open to bringing these services to this location.

STATION SQUARE | PERIMETER FENCING



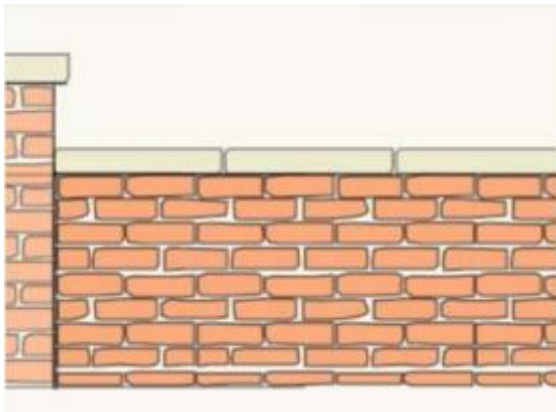
The fence is a steel mural illustrating the history of Fernie. Fernie is located on the traditional land of the Ktunaxa. Like the Elk River, it is the foundation of cultural and history of the valley. To honour that connection, the Ktunaxa word for the Elk River flows along the river bed. The images tell the story of wildlife, the 1904 and 1908 fires, mining, recreation and the interplay between the Great Northern and the Canadian Pacific Railways.

Features of the park also take inspiration from

- Architectural features and materials found on Fernie's main street, 2nd Avenue
- Historical structures such as the coke ovens (the two banks of beehive ovens no longer exist along the railway near what is now the Recreation Centre, but the site takes into account the circular patterns of these ovens)
- Nearby buildings, such as the Fernie Arts Station, once the Canadian Pacific Railway
- Plant species found in Edwardian gardens in the community.



STATION SQUARE | PROPOSED SITE DETAILS



Brick fencing



Edwardian plant species



Sculptural lighting



Climbing features



Shade sails

HISTORICAL REFERENCES | FERNIE FOLLOWING THE 1908 FIRE





HISTORICAL REFERENCES | FERNIE REBUILDING AFTER THE 1908 FIRE





For further images related to the 1908 Great Fire, visit:

http://ferniemuseum.pastperfectonline.com/search?utf8=%E2%9C%93&search_criteria=1908+fire&searchButton=Search