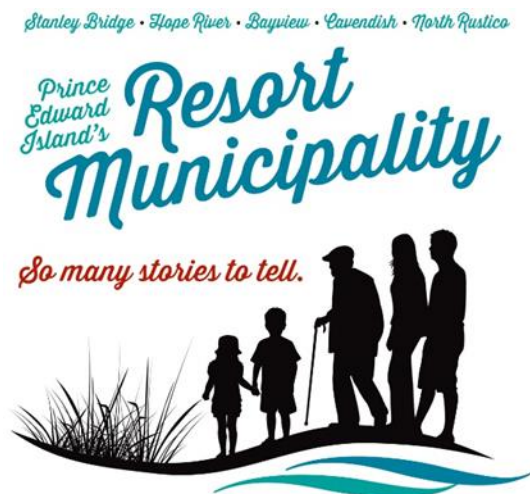


REQUEST FOR PROPOSAL

L. M. Montgomery Statue

For

The Resort Municipality of Stanley Bridge, Hope River, Bayview,
Cavendish and North Rustico



Closing: January 3, 2019 at 12:00 pm (noon) local time.

Issued December 12, 2018

REQUEST FOR PROPOSAL

L. M. Montgomery Statue

The Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico ("the Municipality") is seeking proposals from qualified individuals/ firms to provide for the elaboration and fabrication of a bronze statue of L. M. Montgomery. The selected firm will undertake the development of detailed design work, fabrication and assist with installation of the statue in the Heritage Park located in the center of historic Cavendish.

The statue design will be prepared in accordance with drawings prepared by artist Grace Curtis, winner of a design competition sponsored by the Resort Municipality.

Sealed Proposals, one (1) unbound and duly signed copy or one (1) in digital format on flash drive are to be submitted and labelled **L. M. Montgomery Statue, Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico** and delivered to 7591 Cawnpore Lane, R.R. # 2, Hunter River, PE, COA 1N0

All questions concerning the procurement process shall be directed to Brenda MacDonald, CAO of the Municipality, Monday through Friday, 8:30 A.M. to 4:30 P.M. by E-mail to resortmunicipal@eastlink.ca.

The Municipality reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the Municipality.

SECTION 1. INSTRUCTIONS TO PROPONENTS

1. General Instructions

This Request for Proposal ("RFP") document and any addenda may be obtained in person or by mail from Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico, 7591 Cawnpore Lane, R.R. # 2, Hunter River, PE, COA 1N0 or by E-mail at resortmunicipal@eastlink.ca.

All proposals are to be submitted in accordance with this RFP document and are to be submitted in sealed, plainly marked envelopes. Proposals sent by facsimile or e-mail will not be accepted.

Additional information or clarifications of any of the instructions or information contained herein may be obtained from the CAO.

Any proponent finding any discrepancy in or omission from this RFP, in doubt as to the meaning of any provision(s) herein, or feeling that the RFP is discriminatory, shall notify the Municipality in writing within five (5) days of the scheduled opening of proposals. Inquiries and exceptions taken by proponents in no way obligate the Municipality to change the RFP; however, any interpretations given by the Municipality and any changes made to the RFP will be reflected in addenda duly issued by the Municipality.

The Municipality will assume no responsibility or liability for oral instructions or suggestions. All official correspondence regarding the RFP should be directed to the CAO.

All proposals must be signed by an authorized signatory of the proponent.

The Municipality reserves the right to make additional copies of all or part of each proponent's proposal for internal use.

Proposals will be publicly acknowledged. Proponents will be advised of the results after an evaluation of all proposals has been completed and a successful proponent has been determined.

2. Eligibility

Prospective proponents are not eligible to submit a proposal if current or past corporate and/or other interests may in the opinion of the Municipality, give rise to conflict of interest in connection with this RFP or the services required. Proponents are to submit with their proposal documents a description of any issue that may constitute a conflict of interest violation for review by the Municipality. The Municipality's decision on this matter will be final.

Individuals and entities engaged by the Municipality to draft any component of this RFP (and anyone affiliated with such individuals and/or entities) are not eligible to submit proposals for this RFP.

3. Proponent's Qualifications

No contract will be awarded except to responsible proponents capable of providing the services.

Proponents must be primarily engaged in providing the services as outlined in this RFP.

Proponents must have an extremely comprehensive understanding of the subject matter in this RFP. Such understanding and previous experience in all aspects of similar projects are essential criteria in the qualifying process. The Municipality reserves the right to consider past performance on contracts in the evaluation of a proponent's qualifications.

Proponents must have a proven record of having provided similar services. The Municipality reserves the right to check all client contacts furnished and to consider the responses received in evaluating proposals.

Proponents must use personnel and management knowledgeable in their areas of expertise. The Municipality reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be used in the performance of the Services.

4. Reservations

The Municipality reserves the right to reject or accept any or all proposals or parts of proposals. The Municipality may waive formalities or technicalities in proposals as the interest of the Municipality may require. The Municipality may waive or correct minor errors, omissions and inconsistencies in proposals provided they do not violate the proposal intent.

Under no circumstances shall the Municipality be liable for any losses or damages arising from the Municipality's rejection or acceptance of any proposal for any reason whatsoever. Notwithstanding the foregoing, the Municipality's liability for any losses or damages resulting from the Municipality's failure to fulfill any of its explicit or implied obligations under the RFP, including the Municipality's acceptance of a non-compliant proposal, or the Municipality's awarding of a contract to a non-compliant proponent shall in all circumstances be limited to the lesser of actual damages suffered or \$1,000.00

5. Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal.

6. Exceptions

The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein. Any proposal containing exceptions to the terms and conditions of the RFP or the resulting contract may be rejected by the Municipality for non-compliance. Any request for changes to the terms and conditions of the RFP or the resulting contract must be made in writing to the Municipality prior to the date of closing. Only if the Municipality issues a formal addendum to the RFP will any changes to the RFP or resulting contract be effective.

7. RFP Administration

All questions concerning the procurement process shall be directed to Brenda MacDonald, CAO of the Municipality Monday through Friday, 8:30 A.M. to 4:30 P.M. by E-mail to resortmunicipal@eastlink.ca.

8. Existing Conditions

Each proponent must completely satisfy themselves as to the exact nature and existing conditions of the requirements and for the extent and quality of the Services to be performed. Failure to do so will not relieve the successful proponent of their obligation to perform the services in accordance with the provisions of the contract.

9. Questions

The proponent is responsible for obtaining any needed clarification of the RFP requirements, while the RFP is open. Questions should be directed in writing to the contact identified in this document. Email is the preferred method of contact. Verbal questions and responses that are not later confirmed in writing will not be considered an official response.

Questions and responses that are deemed to affect the RFP requirements, project scope, time lines, etc. or to be of interest to proponents may be made available via Addenda at the discretion of the Municipality.

10. Addenda

Any addenda issued by the Municipality shall be posted on the Government of PEI tendering website at:

<https://www.princeedwardisland.ca/en/tenders>

The proponent must monitor the website for any addenda that may be issued during the full open period of the RFP. The submission of a proposal shall be deemed to indicate that the proponent has read, understood and considered all addenda posted to the Government of PEI tendering website prior to the closing date and time.

11. Currency and Taxes

Prices are to be quoted in Canadian dollars, and exclusive of HST.

12. Public Information/Proprietary Information

The Municipality is committed to full transparency. Any document submitted to the Municipality in response to this RFP is subject to this principle and proponents should be aware that any member of the public is entitled to request a copy of the document. In response to such a request, the Municipality may disclose some or all the information of the proposal.

The Municipality may, in the future, be subject to new provincial requirements creating obligations for the Municipality and its service providers when personal information is collected, used or disclosed.

By submitting a proposal, the proponent agrees that the Municipality may disclose the following sections of the proposal without notification to the proponent:

1. Form of Proposal
2. Executive Summary
3. Proponent's fixed total cost (if applicable)

13. Period of Submission Validity

Unless otherwise specified, all proposals submitted shall be irrevocable for ninety (90) calendar days following the closing date.

14. Surety

Bid Surety, Performance Surety and/or Labour and Materials Surety may be required in relation to this RFP and the resulting Contract.

15. Disputes

In cases of dispute as to whether an item or service proposed meets the RFP requirements, the decision of the Municipality shall be final and binding.

16. Proposal Submission

The submission of a proposal will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the proponent's performance of the Services as described in this RFP and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with and will abide by all Federal and Provincial laws and regulations and all bylaws and policies of the Municipality which in any way affect the performance of the Services or persons engaged or employed in the performance of the Services.

SECTION 2. REQUEST FOR PROPOSALS

1. Project Background

L. M. Montgomery is an international literary icon. Her most famous novel *Anne of Green Gables* was written in Cavendish, Prince Edward Island and published in 1908. Cavendish is the home of numerous

sites related to Montgomery, her life and her work.

As researchers have shared their understanding of her life as written in her journals and with the arrival of a new television series, Montgomery is also now becoming more recognized as a woman ahead of her time, who was, in her own way a feminist and who faced many challenges of her own.

The Municipality has a goal to preserve and recognize Montgomery and all that touched her and the community. To this end, it has established a committee to redevelop the Heritage Park and develop a Literary Tour. The Park is an important and strategic piece of public open space functioning as the southern gateway into the community. It links public sidewalks from the Cavendish cemetery, trails from Green Gables Heritage Place, and an entrance into the original homestead of Montgomery. Green Gables Post office is also nearby. Central to this larger project is the establishment of a statue of Montgomery to be installed in the Heritage Park.

To recognize Montgomery, a design competition was held to select a design that depicts Montgomery at the period when she lived in Cavendish and wrote her most famous book *Anne of Green Gables*. Artists were asked to complete drawings or a maquette that would be used by a sculptor to then construct the statue. Artists could take some of the following ideas into consideration if they wished but could also do their own research for what they deemed as an appropriate depiction of the author. For example, artists could be influenced by Montgomery's love of

- Cats,
- Photography,
- Fashion,
- Reading, and
- Nature.

2. Goal

The goal is to develop a high-quality statue that honours L. M. Montgomery and her legacy in the community. The completed figure is intended to cast to a human scale. The desire is to have the public interact with the art and pose for photos with the work.

It is expected that proponents will:

- Enlarge the small-scale design to full-scale,
- Create the necessary molds,
- Create/cast the bronze, and
- Supervise site preparation and installation.

3. Objectives/Critical Path

The municipality has scheduled all work to be completed by mid-June of 2019.

4. Requirements

The successful proponent must have demonstrated experience in

- Taking design ideas and replicating them into larger models,
- Ensuring the stability and safety of designs,
- Working with molds,
- Using a lost wax method
- Completing casted bronze statues

The successful proponent must complete all work in Canada and must use a Canadian foundry.

The proponent must be community minded and able to work in a collaborative fashion with the Committee.

5. Project Framework

Municipal staff and the Committee will provide the following resources:

- Winning design submission and photos of Montgomery;
- Specific subject experts if necessary, with regards to details about Montgomery, period clothing, etc.

Proponent to provide as necessary for the project including:

- Notification to the municipality of any changes in the contract time;
- The review of samples and prototypes and consultations with the municipality;
- Issuing instructions to the municipality and the sub-contractors/developers for site preparation;
- Attend project coordination and committee meetings for updates by phone or in person;

6. Reporting and Deliverables

Electronic copies of all information (reports, drawings, and calculations; e.g., images, computer model data files, etc.) shall be provided to the Municipality electronically, each as a single PDF file that includes the report text and all figures, diagrams, and drawings presented. In addition, drawings shall be provided in AutoCAD Current Version format and reports shall be provided in Word format.

All material produced, and information collected by the proponent shall become the property of the Municipality. All material shall be kept confidential by the proponent unless authorized in writing by the Municipality.

Where included in the scope of work, cost estimates are required and are to exclude HST.

SECTION 3. SUBMISSION REQUIREMENTS

1. General

Proponent shall provide the name, address, telephone and facsimile numbers and email address of primary artist(s) involved in the project and, if different, the manager for the project.

2. Resume

A resume including relevant experience with projects of this scope as well as educational qualifications and any additional training, awards, grants, fellowships or public exhibits from the past 5 years for the artist and others involved in the project.

3. References

Proponents shall provide 3 references for projects of a similar scale and value that the artist was directly involved in which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may cause for rejection of proposal. The list should include the following information:

- I. Client Name and address
- ii. Project Manager and telephone number
- iii. A brief, written description of the finished work, including any particular challenges and their respective solutions.

4. Sample work

Photos of past commissioned work of this scale.

5. Technical proposal

Description of the artist's approach to the project and knowledge of the applicable sculptural casting process, including clear delineation of approval stages and submittal samples proposed.

6. Cost proposal

Detailed cost estimate for the proposed work, including all fees for labour, materials and installation excluding taxes.

The proposal is not complete unless it contains a Technical Proposal which includes a description of the project addressing methodology criteria and a Cost Proposal that details all costs for the proposed artistic services.

Sealed Proposals, one (1) unbound and duly signed copy or one (1) in digital format on flash drive are to be submitted and labelled L. M. Montgomery Statue, Resort Municipality of Stanley Bridge, Hope River,

Bayview, Cavendish and North Rustico and delivered to 7591 Cawnpore Lane, R.R. # 2, Hunter River, PE, COA 1N0

SECTION 4. SELECTION CRITERIA

(Total 150 points. Minimum pass mark 70%)

1. Expertise or artist(s) or team

(40 points - 10 points for each listed criteria)

- Relevant experience with projects of this scope & references

(references are only to be for projects of a similar scale and value that the artist was directly involved in). (10 points).

- Photographic samples of past public commissioned work of this scale. (10 points).
- Artistic excellence/merit, imagination, creativity & innovation - awards, grants or fellowships awarded, or participation in exhibitions in the past five years. (10 points).
- Demonstrable knowledge of the casting and associated metallurgical processes required of this project. (10 points).

2. Knowledge & familiarity

(10 points)

- Familiarity with author; knowledge of her history and heritage. (10 points).

3. Past experience with similar projects

(30 points- 15 points for each listed criteria)

- Site oriented projects completed with a demonstrated experience in a community mindedness approach. (15 points).
- Work completed within the constraints of the thematic framework, and the physical context, including addressing pedestrian area(s), safety, durability and ease of maintenance. (15 points).

4. Methodology

(45 points - broken out as indicated)

- Quality of proposed materials to be used, resistance to fading and deterioration, minimum life

expectancy, ability to respond to seasonal challenges, (i.e. winter municipal maintenance) ongoing maintenance and/or programming issues (ie. replacement of parts). (10 points)

- Resistance to vandalism, i.e. fire, graffiti, component pieces easily removed. (10 points)
- How project is to be tackled, including a detailed timeline for the project development, specified submittals (See Appendix B), fabrication, and installation details. (20 points)
- Proposed communications approach with the project team. (5 points)

5. Efficiency

(15 points)

- Demonstrated ability to work within identified timeframes. (15 points).

6. Cost

(10 points)

Detailed Budget for the project including all labour, materials & installation excluding taxes. (10 points).

The process for selecting the final artist(s)/team for the project will be the responsibility of the Committee with a recommendation to Council of the Resort Municipality for a final decision.

SECTION 5. TERMINATION

Termination for Convenience: The Committee may terminate a contract, in whole or in part, whenever the Committee determines that such a termination is in the best interest of the Committee, without showing cause, upon giving written notice to the proponent. The Committee shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the bid price for the work performed. The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the proponent has not performed or has unsatisfactorily performed the contract, the Committee may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Committee. Failure on the part of the proponent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Committee in re- procuring and completing the work.

SECTION 6. AWARD OF PROPOSALS

The Committee reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

This Request for Proposal should not be construed as a contract to purchase goods or services. The Committee is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria.

Subsequent to the submissions of proposals, interviews may be conducted with some of the proponents, but there will be no obligation to receive further information, whether written or oral from any proponent.

The Committee will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

SECTION 7. INTERPRETATION

The contract resulting from this Request for Proposal shall be construed under the laws of the Province of Prince Edward Island.

SECTION 8. INTEGRATION

This Request for Proposal document, the proponent's response to this solicitation, and subsequent purchase order(s) to the successful proposal contain the entire understanding between parties, and any additions or modifications hereto may only be made in writing executed by both parties.

SECTION 9. NON-ASSIGNMENT OF CONTRACT

The proponent shall not assign the contract, or any portion thereof, except upon the written approval of the Committee.

SECTION 10. INTELLECTUAL PROPERTY RIGHTS

The Resort Municipality and the Heirs of L.M. Montgomery where necessary, will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract. Proposals regarding these rights should not be submitted in response to this Request for Proposal and will not be considered in evaluating responses.

Appendix A – Design

Please note:

The inspiration from the artist is as follows:

The upturned face is in reference to the experience she called "the flash". She has taken on a posture of awe in a moment of pure inspiration. Inspired by the beauty of nature, she lifts her head heavenward to take a deep breath, to take it all in; in part, a moment of joy, and in part, an acknowledgement of the gift of creativity she has been given.

The Committee has also found a quote that reflects the author's thoughts:

"It has always seemed to me. ever since early childhood, amid all the commonplaces of life, I was very near to a kingdom of ideal beauty. Between it and me hung only a thin veil. I could never draw it quite aside, but sometimes a wind fluttered it and I caught a glimpse of the enchanting realms beyond-only a glimpse-but those glimpses have always made life worthwhile."

The attached drawings will be slightly modified to ensure historical accuracy of the clothing.

As it is anticipated that this will be a highly photographed statue, the rock base will be modified. It will be extended so that people wanting to take pictures can sit with her or perch /lean on the rock next to her.

It is expected that the statue will be life size. Montgomery was 5 feet 5 inches tall. Other dimensions such as waist size of 24 inches (with clothes) can be provided to the successful proponent.

Any and all modifications, suggestions or otherwise must be approved by the Committee.

L. M. Montgomery loved cats. On a separate page(s), proponents are invited to submit, if they wish, a proposal for the addition of three bronze cats to be placed in the Heritage Park. Cats should have different poses and be 100% scale. Proponents should also suggest ways that these sculptures can be theft proof. These sculptures would not have to meet the June deadline, but proponents must propose a completion date. Submission must include drawings and costs excluding HST. These submissions would be subject to the same conditions and controls noted in this RFP.



L.M. MONTGOMERY
— “THE FLASH; SANDSTONE PERCH” —

Grace Curtis Fine Art
WWW.GRACECURTISFINEART.COM



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Appendix B - General Specification Notes

BRONZE SCULPTURES

1.1 General

1.2 SUMMARY OF WORK

a. The work includes the design, modeling, casting, finishing and installation of a life-sized bronze sculpture. The placement and final installation of identified item shall be done in a permanent and durable manner (in keeping with typical outdoor displays).

1.3 SUBMITTALS

Materials and Finishes Samples

- a. All samples shall be identified by number. Sample sizes shall be a minimum of 12"x 12" or as required to convey the exact nature of the finished product, in a manner that is clearly viewed.
- b. Patina - Proposed casting patina and finish detail shall be provided for approval.
- c. Level of detail - Proposed level of detail (hair, flowers, etc.) shall be confirmed prior to fabrication with a sample of a representative area.
- d. Finished coatings - if required - must be confirmed prior to application

Drawings/Sketches

- a. Sketches confirming the proposed pose and confirming setting of the sculpture.

Models/Maquettes

- a. A 100% Human scale model of the sculpture shall be prepared, which confirm pose, style, size and location (simple architectural detail is acceptable).
- b. A revised model shall be prepared if required to confirm changes or adjustments

2.1 EXECUTION

2.2 SITE PREPARATION

- a. Examine and prepare the areas and conditions under which work is to be installed, and if needed, correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.
- b. Verify that the finished sculpture will fit in the identified space. Review final positioning with the Municipality before permanent mounting and fastening.

2.3 FABRICATION

- a. The work is to be consistent with the highest standards for public art installations of this nature.
- b. The work is to be developed in collaboration with the Committee, ensuring that all opportunity for review and approvals have been met.

2.4 INSTALLATION

- a. As the completed sculpture shall be within the physical access of visitors, it is to be designed, fabricated and fastened to be highly resistive to damage due to wear, tear, and rough usage. This item will be subject to heavy and enthusiastic use, including possible vandalism and graffiti. Ensure all components are produced, installed and finished to be highly resistant to these conditions.