

FDAC Mural Project 2019

REQUEST FOR PROPOSAL

ISSUE DATE: June, 2019

CLOSING DATE: August 1st , 2019 at 4:00 PM LOCAL TIME

Original and one copy of a Proposal in a sealed envelope clearly marked
“Proposal – Mural Project 2019” will be received up to **4:00 P.M. LOCAL TIME, August 1st, 2019**

at

The Arts Station;

P.O. Box 1453, 601 1st Avenue,

Fernie, B.C., V0B 1M0.

Attention: Louise Ferguson.

Call to Basin Artists; Fernie Mural Project (RFP)

The Fernie & District Arts Council has been awarded a Public Art Grant by the Columbia Basin Trust to add to the public art inventory of Fernie. The project will be to select and install a permanent mural in Fernie.



Eligibility

The Fernie Mural Project is open to all experienced and professional mural artists who live in the Columbia Basin. Find the Columbia Basin Region [here](#).

Project Brief

The theme of the mural is:

“to reflect Fernie’s heritage, culture, hopes, dreams and aspirations”

The mural should reflect the Fernie community in 2019, highlighting the people, places, and things that make it unique. It should beautify the Fernie downtown, complementing it but not competing with it. The theme is broad to give the opportunity for the artist to put forward their interpretation of Fernie. Below are words that are often used to describe Fernie and the activities that people associate with it, this can help to inspire a response from the applicant but is not comprehensive or expected to dictate the imagery. All applicants should consider the issues around cultural appropriation if using the cultural forms, aesthetics or iconography of cultural communities removed from their social, political and cultural roots.

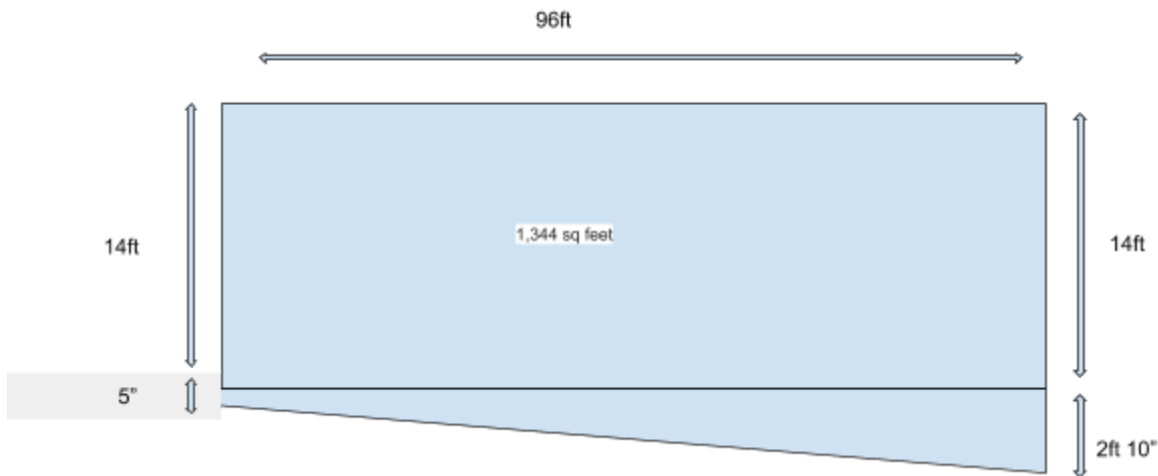


Location

The mural will be located on The Beanpod, 691 2 Ave, Fernie, BC V0B 1M0 on the outside wall. The mural will be on the side of the building on 7th Street.



Approx wall measurements



The wall is a large area and it is up to the discretion of the artist and their design if the entire wall is painted. If the design does not cover the entire space it should still take into account the full area and use the negative space to its advantage.

Submission should consider the relevance of the proposed artwork – appropriateness of the work of art to the proposed public place and its surroundings, including consideration of architecture, topography, history and the social dynamic of the particular location in which the

art will be placed. See Appendix for historical relevance of the area.

The Beanpod building is where 'the postcard view' of downtown in its mountain settings begins. Its context and siting are actually strategic and that any artwork installed on the building should consider this and make sure not to compete with or offer a replicated, non-authentic repetition of this. See appendix for further imagery. Proponents are encouraged to visit the site in person before submitting their proposal.

The wall will be prepped for the mural and coated with a base colour of the artists choice. The Mural will also be protected with a top coat but the artist will be expected to provide a maintenance document including paint colours, finished photographs and any other relevant documentation. The artist will provide a 1 year warranty on the mural. The mural is expected to remain for at least 10 years.

Budget:

\$20,000 CAD (Maximum. See page 5 #4 in contents of proposal for full details)

Deadline for Submissions: 4:00 pm on Thursday, August 1st, 2019

Successful Candidate Notification: Mid August, 2019

Installation Begins: September 2nd , 2019

Expected Completion: September 30th, 2019

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.

Louise Ferguson Executive Director of FDAC
The Arts Station
PO Box 1453,
601 – 1st Avenue Fernie,
B.C. V0B 1M0
C: 250.423.4842 Email: admin@theartsstation.com

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

CONTENTS OF PROPOSAL

1. Covering Letter

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

2. Artist's Statement

The proponent will supply a written statement about the proposal (theme, design and process details, relationship to artists practice, to site, etc.). The artist statement is to be a maximum of one page. The proposed work should also have a title.

3. Artist Renderings

The proponent will supply drawings/images (maximum 5 pages) showing components of the work proposed, and how it will be installed in the location. At least one of the drawings should be shown within the context of the location and show the entire proposed piece. This should also include paint colours.

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 and included in the budget (eg scaffolding or scissors lift).

Maximum budget for the artist will be **\$20,000**.

FDAC will provide a prepared wall including base colour which the artist will have input on as well as finishing top coat of mural shield to protect the artwork. These items do not need to be included in this budget.

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).

6. References

The proponent will supply a list of up to three clients for which they have created public art works. FDAC reserves the right to contact these clients for reference checks. We will not complete an agreement without appropriate reference checks.

7. Schedule

The proponent will clearly outline a work schedule, detailing milestones and project completion dates. The Artist will be expected to complete the work in September and will find out mid August if they have been selected.

8. Insurance and Worksafe BC

The successful applicant 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 artist should obtain personal liability insurance for the duration of the project.

9. Pages 7 and 8 of the RFP signed by the proponent.

Definitions

- “Best Value” means the value placed upon quality, service, past performance and price.
- “FDAC” means the Fernie and District Arts Council
- “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 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 Fernie and District Arts Council.

- “Work” means any labour, duty and/or efforts to accomplish the purpose of this project.

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

The Proponent undertakes and agrees that:

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 FDAC and will return the same within (5) days from the time when the same are available or are delivered or mailed to the Proponent.

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.

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.

Acceptance of Proposal

The acceptance of the proposal by the FDAC 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.

Failure or Default of Proponent

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 FDAC 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 FDAC shall be null and void and the FDAC shall be free to select an alternate solution of its choosing.

REQUEST FOR PROPOSAL: **Fernie Mural Project 2019**

CLOSING DATE: **August 1st, 2019**

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

This proposal is valid for 30 days from the Closing Date.

ARTIST(S) NAME

ADDRESS

PHONE NO.

POSTAL CODE

EMAIL

DATE

SIGNATURE OF ARTIST

PRINT NAME

INSTRUCTIONS, TERMS AND CONDITIONS

General

- A. 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:
- B. 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.
- C. 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.
- D. 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.
- E. Copyright will remain with the artist however the artist will provide permission to FDAC to use the imagery for promotion of the project and FDAC under reasonable circumstances. The ownership of the mural will belong to FDAC who reserves the right to its removal at any point. FDAC will endeavour to contact the artist to inform them of the removal where possible.
- F. 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.
- G. 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.
- H. Method of payment is governed by FDAC policy as well as applicable Federal and Provincial laws.
- I. The RFP, accepted submission, and FDAC contract documents represent the entire Agreement between the FDAC and the Successful Proponent and supersedes 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 FDAC.

REQUEST FOR PROPOSAL PROCESS

a. 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 FDAC.

b. No Obligation to Proceed

Though the FDAC fully intends at this time to proceed through the RFP, in order to select the services, the FDAC is under no obligation to proceed to the purchase, or any other stage. The receipt by the FDAC 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 FDAC. There is no guarantee by the FDAC, 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 FDAC for the purchase of the equipment, service or project.

c. 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.

PRE-RFP INFORMATION

A. Cost of Preparation

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

B. Intention of the FDAC

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

C. Rejection of Proposals

- The FDAC reserves the right to reject, at the FDAC's sole discretion, any or all proposals, without limiting the foregoing. The FDAC will reject any Proposal which either:
- is incomplete, obscure, irregular or unrealistic;
- has non-authorized (not initialed) erasures or corrections in the Proposal or any

schedule thereto;

- omits or fails to include any one or more items in the proposal for which a price is required by the RFP;
- Or 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.
- 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 FDAC to obtain a Proposal most suitable to the interests of the FDAC and what it wishes to accomplish, the FDAC 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 FDAC.

Evaluation Criteria

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

- Demonstrated ability to provide goods & services required by the FDAC.
- Proven expertise in providing the required goods & services.
- Qualifications and experience of the Artist including artistic excellence.
- Relevance.
- Physical Durability.
- Work Schedule proposed.
- The Selection Jury may, at its discretion, invite some or all of the proponents to appear before the Selection Jury to provide clarification of their Submissions. In such event, the Selection Jury will be entitled to consider the answers received in evaluating Submissions.
- Installation specifications.
- Cost of goods & services.
- Reference checks.

Awarding

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

Selection Jury

Proposals will be reviewed and evaluated by a Selection Jury outlined in the terms of reference. Final acceptance of the proposal will be made by FDAC. 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 jury.

Clarification

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

Gifts and Donations

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

Acceptance of Proposal

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

Negotiation Delay

If a written Contract cannot be negotiated within 14 days of notification of the successful proponent, the FDAC 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.

PROPOSAL PREPARATION

A. 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 FDAC for purposes of clarification.

B. 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.

C. Firm Pricing

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

D. Currency and Taxes Prices quoted are to be:

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

CONTRACTORS' INSURANCE

Errors and Omissions Insurance

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

ADDITIONAL TERMS

A. Liability for Errors

While the FDAC 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 Proponents. The information is not guaranteed or warranted to be accurate by the FDAC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

B. Agreement with Terms

By submitting a proposal the proponent agrees to all the terms and conditions of this RFP. Proponents 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.

C. Use of Request for RFP

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

SPECIAL CONDITIONS

- A. A qualified proposal is one which meets the needs and specifications of the FDAC, the terms and conditions contained in the RFP. The preferred proposal is a qualified proposal offering the best value, as determined by the FDAC.
- B. The FDAC will decide whether a proposal is qualified by evaluating all of the proposals based on the needs of the FDAC, specifications, terms and conditions and price. The FDAC will examine all proposals and recommend which proposal is in the FDAC's best interest.
- C. A proposal which is unqualified is one that exceeds the cost expectations of the FDAC and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the FDAC. The FDAC reserves the right to reject any or all unqualified proposals.
- D. The FDAC reserves the right to cancel this RFP at any time.
- E. The FDAC recognizes that "Best Value" is the essential part of purchasing a product and/or service and therefore the FDAC may prefer a proposal with a higher price, if it

offers greater value and better serves the FDAC's interests, as determined by the FDAC, over a proposal with a low price. The FDAC's decision shall be final.

- F. The FDAC 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 FDAC.
- G. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- H. The Successful Proponent shall guarantee that his proposal will meet the needs of the FDAC 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.
- I. Where only one proposal is received, the FDAC 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 FDAC reserves the right to accept or reject a proposal, where only one proposal is received.
- J. The FDAC 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.
- K. The FDAC shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- L. Cancellation Clause: The FDAC 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.

