

FDAC Mural Project 2024

REQUEST FOR PROPOSAL

ISSUE DATE: December 22nd, 2023

CLOSING DATE: February 29th 2024, 11.59pm

Please submit by either email or mail by the deadline:

Email: admin@theartsstation.com

Attached One PDF complete copy + link to google drive with individual files.

Subject line **"Proposal – Mural Project 2024"** will be received up till 11.59pm on February 29th, 2024.

Attention: Louise Ferguson.

Mail:

One complete original proposal and a digital copy on a USB with individual files in a sealed envelope clearly marked

"Proposal – Mural Project 2024" will be received postmarked up to Feb 29th, 2024.

P.O. Box 1453,
Fernie, B.C., V0B 1M0.

Attention: Louise Ferguson.

Call to Basin Artists; Fernie Mural Project 2024 (RFP)

The Fernie & District Arts Council has been awarded a Public Art Grant by the Columbia Kootenay Cultural Alliance, which is an Arts & Cultural grant program by the Columbia Basin Trust, and funding from Resort Municipality Initiative to add to the public art inventory of Fernie. In addition the Fernie Legion Branch #36 is supporting the mural. 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 are from the Columbia Basin. Find the Columbia Basin Region [here](#). We also highly encourage partnerships and mentoring of artists.

Project Brief

Theme: Station Square, Community and Remembrance

The artwork will be located on the side wall of 551 1st Ave, Fernie, BC V0B 1M0 which is the Fernie Legion branch #36. The wall is located opposite The Arts Station and serves as backdrop to an area known as Station Square. Station Square is in the core of downtown Fernie and used for community events such as the Wednesday Socials and Griz Days. This area is slowly being developed with additions each year to enhance the space. As a result the location is frequently visited so will be regularly engaged with by many different people.

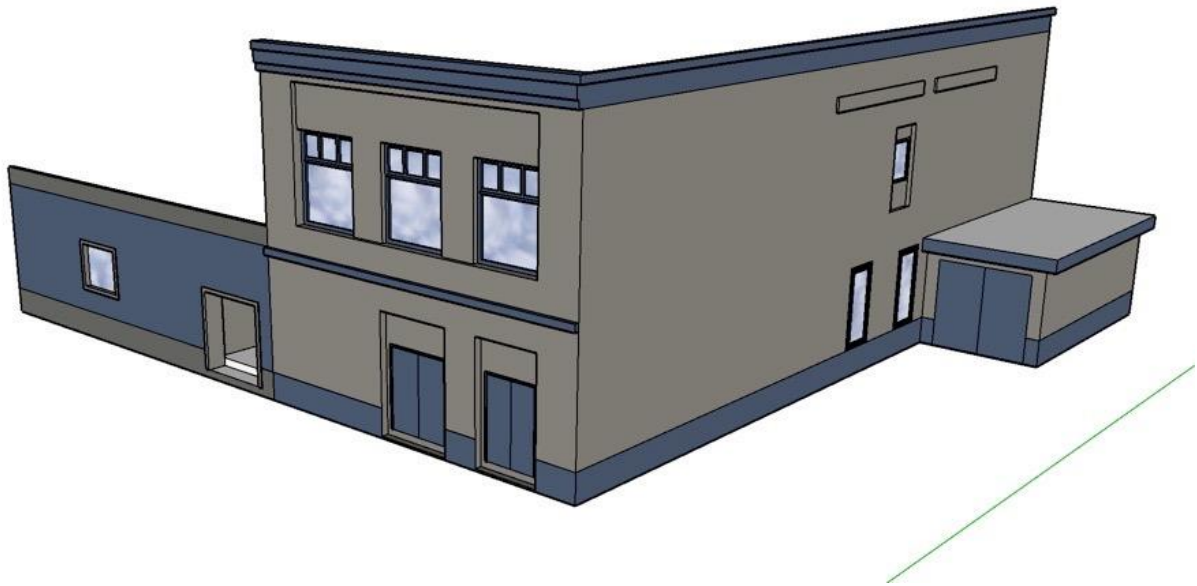
This wall or backdrop to Station Square is currently a blank canvas. It has already been prepared with a base coat of Benjamin Moore Chelsea Grey and trim colour of Van Deusen Blue which should be considered in the design. The building has a Legion sign which can be relocated but should also be considered. There is a deck and parking as well as an independent structure that should be considered when creating the design.

The mural should reflect this community space and enhance and complement it but not compete with it. The theme is broad to give the opportunity for the artist to put forward their interpretation of what will best represent the space and Fernie Community. This space is very interactive so a mural that reflects this would be welcome. 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.

The Appendix provides more information on the, community, building, history and area.

Location

The artwork will be located on the side wall of 551 1st Ave, Fernie, BC V0B 1M0 which is the Fernie Legion branch #36.



The wall is a large area and we are not looking for the entire wall to be painted. We encourage the design to use the negative space to its advantage and be creative in approach in not painting the entire wall for example flow corner to corner. It should not be in a “box” or end abruptly unless an obvious part of your concept.

Submissions 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. The building is the Legion Branch #36 and in the area known as Station Square in historic downtown Fernie with a backdrop of the Lizard range featuring the Fernie Skill Hill.

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. We specifically do not wish to see the Lizard range mountain range repeated in the mural. We also do not wish to see any war depictions.

Proponents are encouraged to visit the site in person before submitting their proposal. See Appendix for more information on the area, building and context.

The wall has been prepped for the mural and coated with a base colour. 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. A development permit has been obtained for this project.

Budget: \$20,000

(Maximum. See page 5 #4 in contents of proposal for full details)

Deadline for Submissions: February 29th, 11.59pm or postmarked on this date.

Successful Candidate Notification: April 1st, 2024

Installation Can Begin: June 1st, 2024

Completion by: August 31st 2024

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 the prepared wall including base colour 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 a 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 the Summer of 2024 from June and be complete by August. Weather considerations should be factored

into timelines.

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 initialled and 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.

Initials of Artist/s _____

REQUEST FOR PROPOSAL: **Fernie Mural Project 2024**

CLOSING DATE: **February 29th 2024**

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/S _____

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. A permit has been obtained for the project. 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 an 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.

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.

Appendix

In Flanders Fields

by Lieutenant-Colonel John McCrae

May 3, 1915

*In Flanders fields the poppies blow
Between the crosses, row on row,
That mark our place; and in the sky
The larks, still bravely singing, fly
Scarce heard amid the guns below.*

We are the Dead. Short days ago

*We lived, felt dawn, saw sunset glow,
Loved and were loved, and now we
lie
In Flanders fields.*

*Take up our quarrel with the foe:
To you from failing hands we throw
The torch; be yours to hold it high.
If ye break faith with us who die
We shall not sleep, though poppies
grow
In Flanders fields.*



fernielegion.com
Legion.ca
legion.ca/remembrance/the-poppy
ferniemuseum.com

Departure of the Fernie Detachment,
54th Battalion, June 11th 1915.
Photo courtesy of Fernie Museum

[More Photos](#)



Fernie Legion Branch 36#

Branch #36 of the Royal Canadian Legion in Fernie received its Charter in 1926. Over the past nearly 100 years, it has gone through many transformations, however, has remained at its current location throughout the years.

As the times changed, so did the Legion, welcoming returning soldiers from World War 2 and subsequent conflicts, assisting veterans, their widows, and families throughout the years.

Hosting

funerals for veterans, and teas and dinners, golf tournaments, baseball teams, and many other groups and events, the Legion was able to raise enough money to keep the doors open.

When the numbers of service personnel dwindled, the Fernie Legion pivoted to become an organization whose purpose was to give back to the community. Monies were raised in a variety of ways and were given as scholarships to children and grandchildren of veterans. Bursaries were given out through the donations received from poppy and wreath sales from Remembrance Day. Community and youth groups were benefactors of the financial assistance as well.

Through all the changes, the Fernie Legion, which is run by a volunteer board, has stood as a reminder of the freedoms that were gained because of the sacrifices that were made. This reminder is always at the very heart of what the Legion stands for, and often we take pauses to remember the reason for our existence and show gratitude for the sacrifices that were made. The Legion is a cornerstone of the Fernie landscape, and we are ever-grateful for the opportunity to support and serve the community of Fernie.



Station Square



Station Square in use for the Wednesday Socials with the Legion as the backdrop. Above words that represent the Station Square today to the community.



Base and trim colours: [Benjamin moore](#)



Historic Downtown Fernie featuring the area of Station Square courtesy of Fernie Museum.



Fernie today: The City of Fernie is situated among the mountains of the Elk Valley in the southeastern corner of British Columbia. Geological and geographical characteristics of this location have impacted Fernie's ongoing transition from a hundred-year old coal-mining community to a major destination for recreation and tourism. The Ktunaxa people have occupied lands in the region for more than 10,000 years. Although there is a relatively small number of Ktunaxa living in Fernie today, their history and culture are important aspects of Fernie's identity. Today over 6000 people call Fernie home today with the main economies being coal mining and tourism. This makes for a mixture of demographics with multi-generational families, Canadians and new immigrants who have chosen Fernie as their home as well as seasonal workers and tourists. Fernie is described as authentic and real, a community minded place where locals and visitors alike enjoy the mountain scenery and pursuits such as skiing, biking, snowmobiling and fishing. The mountain culture combined with historic charm, as well as the vibrant arts and cultural scene make Fernie unique.

Information adapted from Fernie [Official Community Plan](#) and [Tourism Fernie website](#).