

City of Coquitlam  
Request for Information and Qualification  
RFIQ No. 23-073

Call for Artists  
2023-2024 Mural Program

Issue Date: June 16, 2023

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**SUMMARY OF KEY INFORMATION**

<b>RFIQ Reference</b>	<p style="text-align: center;"><b>RFIQ No. 23-073</b></p> <p style="text-align: center;"><b>2023-2024 Mural Program</b></p>
<b>Overview of the Opportunity</b>	<p>The purpose of this RFIQ is to select professional, qualified and experienced Artists to provide services related to Coquitlam’s <b>2023-2024 Mural Program</b>.</p>
<b>Closing Date and Time</b>	<p style="text-align: center;"><b>2:00 pm local time</b></p> <p style="text-align: center;"><b>Friday, July 07, 2023</b></p>
<b>Instructions for Submission</b>	<p>Proposal submissions are to be returned in Microsoft Word and any other supporting documents to be consolidated into one PDF file and uploaded through QFile, the City’s file transfer service accessed at website: <a href="http://qfile.coquitlam.ca/bid">qfile.coquitlam.ca/bid</a></p> <ol style="list-style-type: none"> <li><b>1. In the “Subject Field” enter:</b> RFIQ Number and Name</li> <li><b>2. Add files in .pdf format and Send</b>        (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.)</li> </ol> <p>Phone 604-927-3037 should assistance be required.</p> <p>The City reserves the right to accept Submissions received after the Closing Date and Time.</p>
<b>Obtaining RFIQ Documents</b>	<p>RFIQ Documents are available for download from the City of Coquitlam’s website: <a href="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</a></p> <p>Printing of RFIQ documents is the sole responsibility of the Respondents.</p>
<b>Instructions to Respondents</b>	<p>The guidelines for participation that will apply to this RFP are posted on the City’s website: <a href="#">Instructions to Proponents</a></p>
<b>Questions</b>	<p>Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a></p> <p>Questions received after that time may not receive a response.</p>
<b>Addenda</b>	<p>Respondents are required to check the City’s website for any updated information and addenda issued, before the Closing Date at the following website: <a href="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</a></p>
<b>Withdrawal of Submission</b>	<p>Submissions may be withdrawn by written notice only, made by an authorized representative of the Respondent sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a> prior to the Closing Date and Time.</p>

## DEFINITIONS

In this RFIQ the following terms will have the meaning set out below:

**“City”** means the City of Coquitlam.

**“Contract”** means a formal written contract between the City and the Artist(s) selected to undertake Services, attached as [Appendix B](#).

**“Artist(s)”** mean those people or companies that the City has selected to provide professional services relating to the mural design and/or implementation identified in this RFIQ.

**“Mural”** means a painting on a wall surface that is visible to the general public.

**“Preferred Respondent”** means a proponent selected by the Evaluation Committee to participate in a subsequent RFP process or enter into negotiations for a Contract.

**“Respondent”** means an entity that submits a response to this RFIQ.

**“RFIQ”** means this Request for Information and Qualifications.

**“Services”** means and includes anything and everything required to be done by the Artist for the fulfillment and completion of the Contract as described in this RFIQ.

**“Submission”** means a response submitted for evaluation in response to this RFIQ.

## 1 INSTRUCTIONS TO RESPONDENTS

### 1.1 Acknowledgement

The City acknowledges with gratitude and respect that the name Coquitlam was derived from the hənq̓əminəm' word kʷikʷəłəm (kwee-kwuh-tlum) meaning “Red Fish Up the River”. The City is honoured to be located on the kʷikʷəłəm (Kwikwetlem) traditional and ancestral lands, including those parts that were historically shared with the sq̓əciyaʔ təməxʷ (Katzie), and other Coast Salish Peoples.

### 1.2 Introduction

The City of Coquitlam is issuing this Request for Information and Qualifications to select professional, qualified and experienced artists to provide mural design and/or implementation services.

### 1.3 Purpose, Background, Themes, and Guidelines

The City intends to create a short list of professional Artists for a term of two years or until the City releases a new RFIQ. The 2023-2024 Mural Program is a component of the Streetscape Enhancement Program, and is intended to beautify the city and enliven commercial areas to increase the appeal of Coquitlam for residents, businesses, and visitors.

The themes of the 2023 Mural program include **belonging** and **diversity**, and the 2023 Mural locations are outlined in [Appendix A](#).

The murals also need be visually appealing, not promote any goods and services of any businesses, and shall not violate any federal, provincial, or local laws.

The artwork shall not convey partisan politics, negative imagery, religious, and/or sexual content.

### 1.4 Instructions to Respondents

Respondents are advised that the rules for participation that will apply to this RFIQ are located: [Instructions to Respondents](#).

Respondents are to complete and submit the information requested in this RFIQ document on the Submission Form or in a format that has been approved and is acceptable to the City.

By submission of a Submission in response to this RFIQ, the Respondent agrees and accepts the rules by which the bid process will be conducted.

The City will not be responsible for any delay or for any submission not received for any reason, including technological delays or issues by either party's network or email program, and the City will not be liable for any damages associated with submissions not received.

### 1.5 Eligibility

For eligibility, and as a condition for award, the successful Respondent would be required to meet or provide the equivalent:

- a) Enter into the City's Artist Agreement attached as [Appendix B](#)

Mural implementation will be supported by the Vancouver Mural Festival Agency, so if not already obtained, the necessary insurance coverage can be obtained through their support.

**This Artist Agreement is not required as part of this RFIQ Submission but will be required prior to entering into an agreement with the City for the Services.**

## 2 SELECTION PROCESS

### 2.1 Process

The City will review the Submissions and rank them based on the evaluation criteria outlined below. Artists will be selected with the support of a subcommittee of the Cultural Services Advisory Committee.

The City reserves the right to compare Submissions to other Submissions and consider other criteria that may become evident during the evaluation process to obtain best value. The City makes no representation of any kind as to the volume of projects. The City may, at its discretion, interview one or more Respondents, or request clarifications or additional information from a Respondent with respect to any Submission.

The evaluation will be confidential and no totals or scores will be released to any of the Respondents.

Based on the evaluation results, the City will create a shortlist of highest ranked Artists.

### 2.2 Evaluation Criteria

Each Respondent shall only provide the City with one submission. The evaluation criteria are as follows:

Criteria	Points
Demonstrated mural experience	20
Ability to produce murals that reflect community identity	20
Capacity to work with City staff, the community, and the hosting businesses	20
Demonstrated ability to complete assignments on time and within budget.	20
Value added Benefits; Innovative and Creative solutions.	10
References – success on previous, relevant, projects. (References will only be contacted when the respondent has scored well in the preceding criteria)	10

The Submission Form provides Respondents with the opportunity to demonstrate their strength in the above criteria, for each category. Upon submitting a response to this RFIQ, Respondents consent to the City and their representatives checking and verifying the information provided. References may be contacted. Reference checks will be kept confidential and will not be reviewed or discussed with companies applying for the pre-qualification.

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Respondent with respect to any Submission and the City may make such requests to only selected Respondents. The City may consider such clarifications or additional information in evaluating a Submission.

Respondents agree the City may disclose names of Respondents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Respondents.

Incomplete Submissions or Submissions submitted on forms other than the Submission Form may be rejected. The City reserves the right to reject without further consideration any Submission which in its opinion does not meet the criteria it considers essential for the work outlined in this RFIQ.

Where only one Proposal is received, the City may reject such and re-issue the RFP on a selected basis. The City and the selection panel are not obliged to accept any of the Submissions and may reject all Submissions. The City reserves the right to reissue this Artist Call as required.

All submissions to this Artist Call become the property of the City. All information provided under the submission is subject to the Freedom of Information and Protection of Privacy Act (BC) and shall only be withheld from release if an exemption from release is permitted by the Act. The Artist shall retain copyright in the concept proposal. While every precaution will be taken to prevent the loss or damage of Submissions, the City and its agents shall not be liable for any loss or damage, however caused.

### 2.3 Shortlist for Future Projects

The City intends to create a shortlist of professional Artists, for a period of two (2) years or until such a time as the City releases a new RFIQ.

The City may request proposals from those Artists at any time, and Artists will be selected based on best fit for each mural project. Mural budgets will be determined for each mural project, and will be based on the size, material, level of public engagement, community contribution, site, and project requirements.

The budget includes, but is not limited to, Artist fees, community engagement sessions (if required), materials, supplies, paint, permitting as required, labour, photography, insurance, travel and all taxes, excluding GST.

The City will monitor and evaluate the performance of the Artists. In the event that that one or more of the shortlisted Artists in a category have either:

- not performed well, and as a result have been removed from the shortlist, or
- do not have resources available that are suited to an assignment,

The City reserves the right to add one or more of the highest ranked Artists to the shortlist.

The City reserves the right to issue an independent bid process, at its discretion, to select Artists for any project, including those deemed to require other specialized skills, knowledge or experience, as well as add new companies on to shortlist on an on-going basis as deemed appropriate by the City in its sole discretion.

The City makes no representation of any kind as to whether it will invite proposals for or carry out future projects, or as to the volume of projects that would be available to any Artist.

### 2.4 Locations and Work Plan

Artist(s) who are selected for a Mural Location, will be required to develop an approved work plan in consultation with City Staff and the property owner, and this work plan can be supported by the Vancouver Mural Fest Agency. The Vancouver Mural Fest Agency has been hired by Coquitlam to support implementation of the 2023 Mural Program.

# **APPENDIX A**

## **2023 MURAL LOCATIONS**



**Below are the locations for the 2023 Mural Program. Locations for the 2024 Mural program will be determined at a later date.**

**Location 1 – 1198 Pinetree Way (Spirit Square Parking Lot)**



**Size: 3400 Sq Ft**

**Location 2 – Brunette Zara (933 Adair)**



**Size: 320 Sq Ft**

**Location 3 – Brunette Opus (953 Brunette)**



**Size: 960Sq Ft**



**Size: 192 Sq Ft**

# **APPENDIX B**

# **ARTIST AGREEMENT**

**2023-2024 Mural Program  
ARTIST AGREEMENT**

THIS AGREEMENT dated for reference the 15<sup>th</sup> day of June, 2023

**BETWEEN:**

**CITY OF COQUITLAM**  
3000 Guildford Way  
Coquitlam, BC V3B 7N2

(the “City”)

**AND:**

Artist Name(s)  
company name or dba (leave blank if no company)  
XXX Address  
City, BC XXX XXX

(the “Artists”)

**WHEREAS:**

- A. The City released an Request for Information and Qualification (RFIQ 23-073) seeking Artists to provide services related to Coquitlam’s “2023-2024 Mural Program” (the “Event”); and
- B. The Artist(s)

**NOW THEREFORE** in consideration of the covenants and agreements contained herein, and other good and valuable consideration paid by the City to the Artists, the receipt and sufficiency of which is hereby acknowledged, the City and the Artists agree as follows:

**1. DEFINITIONS**

**1.1. Definitions**

In this Agreement, the following definitions apply:

- (a) **“Artwork Design Development Documents”** means the drawings, details and material specification that describe the Work;
- (b) **“Artwork Design Development Submission”** means the Artwork Design Development Documents and any other deliverables required to be submitted for the Technical Review, and any other information to fully describe the Artist’s intent for the Work;
- (c) **“City”** means the City of Coquitlam;
- (d) **“Final Proposal”** means the plan for the original work of art the Artist has proposed to create for the City of Coquitlam, and the City of Coquitlam has accepted, including all revisions;

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- (e) **“Mural”** means a painting on a wall surface that is visible to the general public;
- (f) **“Project”** means all works and services listed in section 2.1(a) of this Agreement;
- (g) **“Site”** means the location where the Work is to be installed, to be determined by the City, at its sole discretion;
- (h) **“Technical Review”** means the phase of the Project which the Artist and the City review and coordinate one another’s requirements for the successful completion and maintenance of the Work; and
- (i) **“Work”** means the artistic painting and adornment applied to the wall by the Artist in conformity with the Final Proposal.

**1.2. Schedules**

The following schedules form part of this Agreement:

Schedule “A” - Artist’s Proposal

Schedule “B” - Technical Requirements

Schedule “C” - Deliverables Timetable and Payment Schedule

Schedule “D” - Artist Specifications and Documentation of Work

Schedule “E” - Transfer of Title

**2. SCOPE OF WORK**

**2.1 Artists Services**

The City hereby commissions and engages the independent contracting services of the Artist, which will be rendered on a non-exclusive but first priority basis as follows:

- (a) to create an original Work through the painting of a mural, in accordance with the artistic and technical elements described in Schedule “A” - Artist’s Proposal and Schedule “B” – Technical Requirements attached hereto, as ultimately described in the Final Proposal;
- (b) to prepare and deliver to the City the Artwork Design Development Submission and other documents as required under this Agreement;
- (c) working with a creative production agency as necessary, to furnish all supplies, material and equipment as necessary for the creation, design and execution of the Work;

**ARTISTS AGREEMENT**

- (d) to prepare and submit all drawings, reports and documents required hereunder
- (e) to render all other services as are customarily rendered by creators of works of public art in relation to such works.
- (f) The Artist agrees it will begin the Work within fifteen (15) days of execution of this Agreement by the City, and will complete the Work in accordance with Schedule “C” to this Agreement – the Deliverables Timetable & Payment Schedule.
- (g) The City will be responsible for providing to the Artist, without cost, copies of designs, drawings, reports and other relevant data needed by the Artist, and approved by the City, for the purposes of designing and executing the Work.

**2.2 Creation, Execution, and Inspection of the Work**

**(a) Alignment with Final Proposal**

The Work will be executed and completed by the Artist such that it fully accords with the Final Proposal, incorporating any revisions reasonably required by the City.

**(b) Review of the Work**

The City may review the progress of the Work at reasonable times during the execution, and will be entitled to suspend or terminate this Agreement if the Work in progress, in the opinion of the City, the Work is not in conformity with the Final Proposal.

**(c) Changes to the Work**

The Artist will present to the City in writing, for prior review and approval by the City, any material changes which the Artist proposes to make in the execution or completion of the Work. A material change is any change in the artistic expression, scope, design, colour, size, material, or texture of the Work which affects scheduling, maintenance and preservation of the Work, or the concept of the Work as presented in the Final Proposal.

**(d) Site Management**

The Artist will supervise Site clean-up as may be reasonably requested by the City. At the close of the Artist’s work, the Artist will remove all equipment, excess materials, etc. promptly and as requested by and without cost to the City.

**(e) Coordination**

The Artist will perform their services in a manner and time so as not to cause interference with any operations, construction, or maintenance of the City.

**(f) Construction Delay**

If the Project is suspended by the City for more than three (3) months, or, at the City’s sole discretion, abandoned in whole or in part, the Artist will be compensated for services performed prior to receipt of written notice from the City of such suspension or abandonment. Where the Project has been suspended or abandoned in whole or in part by the City, the City may compensate the Artist for legitimate and reasonable additional expenses incurred by the Artist, and approved by the City, arising as a direct result of the suspension or abandonment of the Project.

**ARTISTS AGREEMENT**

**(g) Technical or Implementation Requirements**

The Artists must confirm their technical or implementation requirements no later than **14 business days** prior to performing the Work to “Natalia Lebedinskaia” or Ellen Kibble” at [natalia@vanmuralfest.com](mailto:natalia@vanmuralfest.com) or [ellen@vanmuralfest.com](mailto:ellen@vanmuralfest.com). The Artists’ technical requirements will be approved in writing by the City upon signing of the Artist Agreement.

**(h) Compliance with Applicable Law**

In producing, performing and otherwise preparing and presenting the Work, the Artists will comply with all applicable laws, bylaws, orders, regulations, guidelines, ordinances, codes, specifications and requirements of all regulatory authorities, including all laws governing occupational health and safety, and will ensure all individuals participating in the Work exercise appropriate physical distancing and use of PPE as may be directed by Provincial health authorities or otherwise.

**2.3 Acceptance**

**(a) Completion**

The Artist will immediately advise the City when the Work has been completed in accordance with Schedule “A” and Schedule “B” hereto.

**(b) Failure to Complete the Project**

If, for any reason, the Artist does not complete the Project in accordance with this Agreement, the Artist or his heirs, executors, administrators or assignees, as the case may be, will, within thirty (30) days of the Artist ceasing production of the Work, submit to the City a completed Schedule “D” and Schedule “E” for that portion of the Work completed prior to the Artist ceasing production of the Work (the “Work in Progress”). Upon obtaining a completed Schedule “D” and Schedule “E”, the City will pay the Artist for all services satisfactorily performed by the Artist prior to the Artist ceasing production of the Work and the City may, at its sole option, complete the Work or cause the Work to be completed. If the Work is completed pursuant to this section, the parties will be joint and equal owners of the copyright in the Work and the Artist acknowledges and agrees that such actions will not violate or infringe any moral rights that the Artist may have in relation to the Work in Progress or the Work. Notwithstanding the foregoing, the Artist will not be relieved of liability to the City for any failure by the Artist to complete the Work in accordance with this Agreement, and the City may reasonably withhold payments to the Artist until such time as the exact amount of any loss, expense or damages due to the City from the Artist is determined. The City may offset any such loss, expense or damages against any amounts owing to the Artist under this Agreement.

**(c) Acknowledgement of Acceptance**

The City will, within ten (10) business days following receipt of the notice from the Artist as described in (a), advise the Artist in writing that either:

**ARTISTS AGREEMENT**

- i. the Work is accepted; or
- ii. the Work is not accepted.

If the City does not accept the Work, the City will provide the Artist with written reasons explaining the decision and will give the Artist a reasonable period of time to correct any deficiencies. The Artist will advise the City when the deficiencies have been corrected, following which the City will then within ten (10) business days, advise the Artist in writing that either:

- i. the Work is accepted; or
- ii. the Work is not accepted.

If the City does not accept the Work, the parties will attempt to reach a reasonable agreement to allow the City to accept the Work or, failing such agreement will refer the matter to dispute resolution as per section 9 of this Agreement.

Upon acceptance of the Work by the City and for a period of thirty (30) days immediately thereafter, the Artist may request the return of any or all objects and printed materials that was submitted as part of the Final Proposal. The Artist acknowledges and agrees that any such object or materials not recovered as permitted in this section will become the property of the City.

**2.4 Post Completion**

**(a) Specifications and Documentation of Work**

Upon completion of the Work, the Artist will furnish the City with the a completed Schedule “D” - Artist Specifications and Documentation of Work and Schedule “E” - Transfer of Title.

**(b) Promotion**

The Artist will be reasonably available at such time or times as may be agreed between the City and the Artist to attend any inauguration or presentation ceremonies relating to the transfer of the title of the Work to the City.

**2.5 Insurance**

**(a) Purchase of Insurance**

The Artist agrees that that the City, at is sole discretion, may, but is not obliged, to purchase insurance, including commercial general liability insurance and property insurance, on behalf of and in the name of the Artist with respect to the Work and the Artist’s performance of this Agreement.

**(b) Worksafe BC**

The Artist will ensure the Artist meets all *Worksafe BC* assessment and related requirements for all of the Artist’s employees, contractors and any other persons as applicable.



**ARTISTS AGREEMENT**

**2.6 Warranties, Title, and Ownership of Work**

- (a) The Artist represents and warrants that:
- (i) the design and completion of the Work will be performed in a professional and competent manner;
  - (ii) the Work being commissioned is the original product of the Artists' own creative efforts and, to the best of the Artists' knowledge, does not, and will not, violate any law or infringe any patent, copyright, trademark, trade secret or other intellectual property right, including the copyright in any other artistic work or subject matter of any other person;
  - (iii) the Artist alone will own copyright in the Work;
  - (iv) the Work is original, that it is an edition of one (1), and that the Artist will not sell or reproduce the work or allow others to do so without the prior written consent of the City;
  - (v) that the Work, as designed and completed, will be free from defects, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the work for a period of one (1) year after installation;
  - (vi) that the Work will not require maintenance procedures substantially in excess of those detailed by the Artist in Schedule "D";
  - (vii) that the Work will be free and clear of any liens or encumbrances from any source whatsoever.

**(b) Title of Ownership**

Title of Ownership to the Work will pass to the City automatically upon acceptance of the Work by the City, pursuant to Section 2.3. In addition to the foregoing, upon acceptance of the Work, and prior to payment of the final installment of the fee as set out in Schedule "C", the Artist will deliver to the City a completed Schedule "E".

**2.7 Maintenance, Repairs, and Restoration**

**(a) Maintenance**

The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City or the Site Owner will reasonably assure that the Work is properly maintained and protected.

At the request of the City, the Artist will take part in an interview with a conservator in order to develop recommendations for the appropriate maintenance and preservation of the Work.

**(b) Repairs and Restoration**

The City will have discretion to determine if and when repairs and restorations to the Work will be undertaken.

**ARTISTS AGREEMENT**

All repairs and restorations will be made in accordance with recognized principles of conservation.

**2.8 Management and Administration**

**(a) Grant of Exclusive Rights**

The Artists hereby grants to the City, and its authorized representatives, the exclusive, perpetual, royalty-free, non-revocable, worldwide licence and right to display, exhibit, stream, reproduce, publish, distribute, view, make copies, market, modify, adapt, promote, record, photograph, film, videotape and otherwise use the Work in its sole discretion for any purpose and by any means.

**(b) Moral Rights**

The Artist acknowledges and agrees that the Work, by nature of its composition and location will be subject to the ravages of nature, pollution, vandalism and time and that the City may in the future use the Site for civic purposes requiring the Work's removal or relocation. While the City will reasonably seek to maintain the Work according to the Artist's original intent, the City retains the right and discretion to alter, remove or relocate the Work if the Site is required for purposes deemed necessary or expedient by the City. At any time such alteration, removal or relocation is in the opinion of the City deemed necessary, the Artist may decide the Work is no longer the Work as originally intended and the Artist may request that all signs and acknowledgments linking the Work to the Artist be removed. The Artist agrees that such alteration, removal or relocation of the Work will not violate the Artist's moral rights in relation to the Work. The City will, by notice to the Artist, endeavour to consult with the Artist regarding the Work's alteration, removal, relocation or maintenance.

If, for any reason, the City determines it is unable to alter, remove or relocate the Work without destroying the Work, the City will, by notice to the Artist, offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist except for the obligation of the Artist to indemnify and reimburse the City for the amount by which the cost to the City of such recovery exceeds the cost to the City of the proposed destruction. The Artist acknowledges and agrees that if the Artist chooses not to recover the Work and the Work is destroyed, such destruction will not violate or infringe the Artist's moral rights in relation to the Work.

Accordingly, the Artist hereby acknowledges and agrees that the City may, subject to the foregoing:

- i. alter the Site;*
- ii. replace, substitute or remove any vegetation forming part of the Work;*
- iii. repair and maintain the Work;*
- iv. relocate the Work;*
- v. remove the Work;*
- vi. use the Site for any municipal purposes; or*
- vii. destroy the Work,*

**ARTISTS AGREEMENT**

without violating or infringing the Artist’s moral rights in relation to the Work and, for further certainty, the Artist agrees to waive the Artist’s moral rights for the foregoing purposes enumerated from subclauses (i) to (vii), subject to the notice provisions given above.

**(c) Signage Restrictions**

The Artists may not install any signage, banners or display materials on the site without prior written approval from the City.

**(d) Fees and Payment**

Provided the work and services are satisfactorily performed, the City agrees to pay the Artists \$\_\_\_\_\_ CAD (plus \$\_\_\_\_\_ GST) for the Work in accordance with Schedule C. The Artists hereby directs that the City issue such payment to, or in the name of, “Artist Name” (GST: <insert GST# here>)

**(e) Invoices**

Invoices must be submitted **directly** to [apinvoices@coquitlam.ca](mailto:apinvoices@coquitlam.ca), and **also cc’d to** [jhelmus@coquitlam.ca](mailto:jhelmus@coquitlam.ca) and must include the following:

**FROM:** Name of Artists  
c/o  
Address  
GST #  
Cheque made payable to

**FEE: \$<amount> + \$<amount> GST = \$<amount> CAD**

**REASON: “2023-2024 Mural Program”**

**BILL TO:** City of Coquitlam  
3000 Guildford Way  
Coquitlam, BC V3B 7N2

**(f) Artists Promotion**

The Artists agrees that the City may use the Artists’ name, photographs, biographical material and other pre-approved likenesses to promote the Work. The Artists will provide the City with copies of the Artists’ promotional materials (high resolution images, biography, website, social media, etc.) suitable for this purpose.

The Artists also agrees to participate, upon reasonable notice, in promotional activities to assist with the promotion of the Work. These initiatives may include social media postings. Requested initiatives to be mutually agreed upon between the City and the Artists.

**(g) Independent Contractor**

The Artists acknowledges that the relationship between itself and the City as set out in this Agreement is that of an independent contractor, and nothing in this Agreement will have the effect of creating an employment, partnership, joint venture or agency relationship between the City and the Artists.

**ARTISTS AGREEMENT**

**(h) Costs Borne by the Artists**

The Artists agree that it will be responsible for all supplies, transportation, accommodation, labour, and other costs incurred by the Artists and its crew in respect to the creation of the Work.

**(i) Release**

The Artist hereby releases the City, including its officials, officers, employees and agents from all liabilities, including, without limitation, all costs, losses, damages, expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Artist, its officials, officers, employees and agents in connection with the Project or the Work, with the exception of claims, liabilities, losses, damages, assessments or expenses caused by the gross negligence of the City, its officials, officers, employees and agents.

**(j) Indemnification**

The Artists will indemnify and hold the City and its officers, employees, agents, and elected officials harmless from and against any and all actions, causes of action, claims, losses, expenses, debts or demands as may be made, suffered or incurred at any time hereafter arising out of or in connection with any breach of the Artists' representations or warranties or the grant of the rights hereunder or the breach of any of its other obligations in connection with this Agreement. This obligation will survive the expiry or earlier termination of this Agreement.

**(k) Excuse of Obligations**

If any obligation under this Agreement is rendered impossible or impractical to perform as a result of any unpredictable occurrence or act or regulation of a public authority or bureau; technical failure; civil tumult; civil strike; epidemic, pandemic, or quarantine; interruption in or delay of transportation services; act of God, including landslides, floods, earthquakes, and storms; non-natural disaster such as explosions, and power failures; war conditions; emergencies; fire; or any other cause beyond the reasonable control of the affected party, it is understood and agreed that neither party to this Agreement will be liable to the other for damages resulting from the inability to perform such obligation for the duration of its occurrence.

**(l) Termination**

The City may terminate this Agreement at any time on 30 days' notice, in writing, to the Artists.

Either party may terminate this Agreement at any time by notice, in writing, if the other party breaches any material obligation of this Agreement and does not remedy such breach within 7 days of receipt of notice thereof from the other party.

**(m) Assignment:**

The Artists may not, without the City's prior written consent, assign this Agreement or any rights hereunder or subcontract all or any portion of the services to be provided.

**ARTISTS AGREEMENT**

**(n) Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

**(o) Notices**

Any notice required or permitted to be given by a party hereunder must be given by delivery to the address shown on the first page of this Agreement or such other addresses as the parties may agree in writing from time to time. Notice will be deemed to have been given two days after posting by regular mail in Canada.

**(p) Time**

Time is of the essence of this Agreement.

**(q) Enurement**

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors, executors, administrators and permitted assigns.

**(r) Counterparts**

This Agreement may be executed in counterparts, and each such counterpart so executed and delivered will be valid and binding as if it were an originally signed instrument and all counterparts together will constitute a single instrument.

**ARTISTS AGREEMENT**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the dates indicated below.

**CITY OF COQUITLAM**

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*Please Print Name*

---

*Signature of signing authority for City of Coquitlam*

*Date*

**“Artist Name, Artist Company (if applicable)”**

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*Please Print Signatory Name*

*Date*

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*Signature of Artists signing authority*

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**2023-2024 Mural Program  
ARTIST AGREEMENT**

**SCHEDULE A  
ARTISTS PROPOSAL**

**2023-2024 Mural Program  
ARTIST AGREEMENT**

**SCHEDULE B  
TECHNICAL REQUIREMENTS**

**Project**

2023 and 2024 Mural Program - <Mural Site>

**Materials/Paint/Finishing/Adornments**

To be confirmed by the Vancouver Mural Festival Agency (could be site-specific?)



**2023-2024 Mural Program  
ARTIST AGREEMENT**

**SCHEDULE C**  
**DELIVERABLES TIMETABLE AND PAYMENT SCHEDULE**

<b>Task</b>	<b>Date</b>
Agreement Commences	
Design Review	
Mural Implementation	
Completion Date	
Post Completion Documentation Due	

**Artist's Fee**

The City will pay the Artist for the Services an artist's fee of, depending on the Services actually performed, up to a maximum total amount of \$ \_\_\_\_\_ CDN, plus all applicable taxes, in the manner described below.

Invoices will be paid within 30 days of receipt and acceptance of a detailed invoice.

<b>Payment</b>	<b>Amount</b>	<b>Event</b>
1	35%	After Receipt and Acceptance of Design
2	55%	After Mural Acceptance by the City
3	10%	After Receipt and Acceptance of Schedule "D" and "E"

**2023-2024 Mural Program  
ARTIST AGREEMENT**

**SCHEDULE D**  
**ARTISTS SPECIFICATIONS AND DOCUMENTATION OF WORK**

To be submitted to the City according to the schedule outlined in Schedule “C”, but no later than thirty (30) days after final Acceptance of the Work.

Artist:

Project Title: **“2023 and 2024 Mural Program – <Mural Site>”**

- 1. FINAL PROPOSAL.** Agreed to and completed prior to mural implementation.
  - (a) Design Drawings. Attach images of the Project, or drawings that describe the Project.
  - (c) Project Schedule (for Completion of Work).  
Including all relevant milestones as per the agreed target schedule, and also each of the line items above.
  
- 2. PROJECT DESCRIPTION/DOCUMENTATION.** To be completed within thirty (30) days after final Acceptance of the Work.
  - (a) Materials, Finishes, and/or Colours.  
Please provide a complete list of the materials, their finishes and/or colors, which will be used in the fabrication of the Work. The list of materials and finishes and colors must include all raw materials. Alternately, attach specifications sheets provided by manufacturer or supplier.
  - (b) Artist Information.  
Please provide a brief written biography of the Artist, including an Artist’ statement on the Work and any other information about the Artist the Work and its design and completion.
  - (c) Photo Documentation  
Please provide high resolution digital images of the Work, including various stages of completion, taken from different view points.
  - (d) Print or Web Materials  
Copies of all print or web material the Artist has prepared or which has been prepared for the Artist regarding the Work.

Please use additional sheets as required to provide the information requested.

**2023-2024 Mural Program  
ARTIST AGREEMENT**

**SCHEDULE E  
TRANSFER OF TITLE**

Attention:

**Re: Artwork Entitled “2023 and 2024 Mural Program – <Mural Site>” (the “Work”)**

In consideration of the sum of \$1.00 the receipt and sufficiency of which is hereby acknowledged, \_\_\_\_\_ (the “Artist”) hereby unconditionally and irrevocably transfers ownership and title in and to the Work, including an assignment of all copyright, to the City.

IN WITNESS WHEREOF the Artist has executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_

Artists Name

\_\_\_\_\_

Witness' Name

\_\_\_\_\_

Artist's Signature

\_\_\_\_\_

Witness' Signature



City of Coquitlam

## SUBMISSION FORM

RFIQ No. 23-073

### 2023-2024 Mural Program

Submissions will be received on or before 2:00 pm local time on

Friday, July 07, 2023

(Closing Date and Time)

#### **INSTRUCTIONS FOR SUBMISSION**

Proposal submissions are to be returned in Microsoft Word or PDF format, and any other supporting documents to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: [qfile.coquitlam.ca/bid](http://qfile.coquitlam.ca/bid)

1. In the "Subject Field" enter: RFIQ Number and Name

2. Add files in .pdf format and "Send"

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Respondents are responsible to allow ample time to complete the Submission process. If assistance is required phone 604-927-3037.

<b>Legal Name of Respondent</b>	
<b>Contact Person and Title</b>	
<b>Business Address</b>	
<b>Telephone</b>	
<b>Email Address</b>	
<b>Website (if applicable)</b>	

**1. AWARD** - For eligibility of award, the City requires the successful Respondent to complete and have the following in place before providing the Goods and Services. **Section 1. Award items are not required as part of this Proposal but may be required prior to entering into an agreement with the City.**

i. <b>WCB</b> - WorkSafe BC coverage in goodstanding and further, if an “Owner Operator” is involved, personal optional protection (P.O.P.) could be required:	WCB Registration Number:
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**As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):**

**2. STATEMENT OF INTENT** – In 300 words or less, highlight your skillset, conceptual approach to the work, and describe your interest in this opportunity.

**3. COMMUNITY** – Respondent is to provide with a narrative on their connection to Coquitlam and how that would be reflected in any proposed artwork.

**4. EXPERIENCE** - Respondents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

i. Past Experience:

ii. Capacity to work with City staff, the community, and hosting businesses.

iii. Briefly describe how you will complete assignments on time and within budget:

iv. Value-added benefits, innovative and creative solutions that the Respondent can provide to the project:

--

v. Respondent is to provide up to 10 digital images of relevant experience with murals that reflect community identity on similar projects:

<p><b>Digital Images attached</b></p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><b>If No, please explain:</b></p>
--

**5. RESUME** – Respondent is to include a CV of all proposed artists, highlighting relevant experience on projects similar to or directly related to this project and proposed theme.

<p><b>Resume/CV attached</b></p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><b>If No, please explain:</b></p>
---

(use the spaces provided and/or attach additional pages/resumes, if necessary. Maximum 2 pages each resume)

**6. Examples OF SUCCESSFUL PROJECTS** – Relevant projects as to what is being requested through this RFIQ completed by the Respondent in the past ten years.

<b>a. Project Title and Year</b>	
Project Value \$	
Project Schedule:	
Reference person ( client)	
Telephone and email of reference person	

<b>b. Project Title and Year</b>	
Project Value \$	
Project Schedule:	
Reference person ( client)	
Telephone and email of reference person	

<b>c. Project Title and Year</b>	
Project Value \$	
Project Schedule:	
Reference person ( client)	
Telephone and email of reference person	

**Attention Purchasing Manager:**

1. **I/We, the undersigned duly authorized representative of the Respondent**, having received and carefully reviewed all of the Submission documents, including the RFIQ and any issued addenda posted on the City’s website [www.coquitlam.ca/Bid-Opportunities](http://www.coquitlam.ca/Bid-Opportunities), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services; submit this Submission in response to the RFIQ.
2. **I/We** agree to the rules of participation outlined in the [Instructions to Respondents](#) and should our Submission be selected, and will accept the City’s [Appendix B](#) as defined within this RFIQ document.
3. **I/We acknowledge** receipt of the following Addenda related to this Request for Information and Qualification and have incorporated the information received in preparing this Submission.

Addendum No.	Date Issued

**This Submission** is submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**I/We have the authority to sign on behalf of the Respondent and have duly read all documents.**

<b>Name of Respondent</b>	
<b>Signature(s) of Authorized Signatory(ies)</b>	1.
	2.
<b>Print Name(s) and Position(s) of Authorized Signatory(ies)</b>	1.
	2.