

**CANADIAN HERITAGE****CALL FOR PROPOSALS**

REQUEST NUMBER: 10130736

REQUEST DATE: October 15, 2013

EXHIBITION TITLE: Outdoor Public Art Exhibition « Winter Memories: Wooden Cabin Village »

EXHIBITION SITE: Confederation Park, Elgin Street, Ottawa, Ontario.

EXHIBITION DATE: January 31 to February 17, 2014 during Winterlude 2014

DATE AND TIME FOR SUBMISSIONS: November 18, 2013, 2pm, EST

ELIGIBILITY: To be eligible, the Artists must be Canadian citizens or permanent residents of Canada.

## ADDRESS ALL ENQUIRIES TO CONTRACTING AUTHORITY:

Line Séguin  
Procurement and Contract Specialist  
Contracting and Materiel Management  
Canadian Heritage  
Telephone: 819-997-2389  
Facsimile: 819-953-4133  
Email: [line.seguin@pch.gc.ca](mailto:line.seguin@pch.gc.ca)

## PERIOD OF CONTRACT:

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Appendix "A". The contract period is from January 23rd to February 20th, 2014, as detailed in the Statement of Work.

## SUBMISSION OF PROPOSALS:

If you are interested in undertaking this project, please send your proposal by e-mail. Proposals must be identified as follows: «10130736 – Winter Memories Exhibit – Winterlude 2014» and must be sent by e-mail to: [artpublicart@pch.gc.ca](mailto:artpublicart@pch.gc.ca). Only electronic proposals will be accepted. It is the artist's responsibility to ensure that their proposals are delivered no later than time and date specified.

## NOTE THAT, IN THIS DOCUMENT:

- The term **Artist, contractor or bidder** includes: groups or teams of artists, architects, landscape architects, industrial designers, and any other Canadian design professionals;
- The term **Work** includes: the proposed cabin design.

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## **PART 1 – GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into four (4) parts plus annexes, as follows:

- |        |  |
|--------|--|
| Part 1 | General Information: provides a general description of the requirement;  |
| Part 2 | Artists' Instructions: provides the instructions, clauses and conditions applicable to the call for proposals; |
| Part 3 | Proposal Preparation Instructions: provides the bidders with instructions on how to prepare their bid;         |
| Part 4 | Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.     |
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- |             |                     |
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| Annex « A » | Statement of Work   |
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| Annex « C » | Cabins Options      |
| Annex « D » | Offer of Services   |
| Annex « E » | Basis of Payment    |
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### **2. Summary**

The public art team of Capital Experience Branch at Canadian Heritage (PCH) is seeking Canadian professional artists with innovative ideas to transform wooden cabins to reflect the theme of winter in Canada and the spirit of Winterlude. The Winter Memories exhibit will be held in Confederation Park in Ottawa as part of Winterlude, from January 31 to February 17, 2014. PCH wishes to highlight Canadian artistic excellence, thus enriching the experience of visitors to Canada's Capital Region to celebrate the delights of winter. Each year, over 600,000 visitors to official event sites make Winterlude a special place to showcase public art works by Canadian artists.

### **3. Debriefings**

The Artists may request a debriefing on the results of the call for proposals. The Artists should make the request to the Contracting Authority within 15 working days of receipt of the results of the call for proposals. The debriefings may be in writing, by telephone or in person.

## **PART 2 – ARTISTS’ INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference and form part of the bid solicitation.

### **2. Submission of bids**

Proposals must be submitted by e-mail only at the following address: [artpublicart@pch.gc.ca](mailto:artpublicart@pch.gc.ca) by the date and time indicated on page 1 of the call for proposals.

### **3. Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered. Questions and answers will be available on buyandsell.gc.ca site to all Artists requesting bid packages from this service.

### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Artists may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made (see annex « D »), it acknowledges that the applicable laws specified are acceptable to the Artists.

### **5. Basis for Canada’s Ownership of Intellectual Property**

The Department of Canadian Heritage has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to the Artist who will grant the Crown a license to use pictures and videos of the work for non-commercial promotion purposes.

## **PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Proposals will be assessed in accordance with the entire requirement of the call for proposals (mandatory and rated requirements – see annex «B»).
- (b) An evaluation team (jury) made up of Canadian representatives, arts, culture and artistic programming professionals will select the winning designs. The final choice, number, placement of works and programming is at the discretion of the members of the jury and PCH.

### **2. Basis of Selection**

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirement of the call for proposals; and
- (b) meet all the mandatory requirements (see annex « B »).

2.2 Proposals not meeting above requirements will be declared non-responsive.

2.3 Responsive proposal obtaining the highest score will not be necessarily selected.

2.4 Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

## **PART 4 – RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1. Statement of Work**

The Artist must perform the work in accordance with the Statement of Work at Annex « A », and the Artist's technical proposal dated \_\_\_\_\_ 2013.

### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

#### **2.1 General Conditions**

2010B (2013-06-27), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

#### **2.2 Supplemental General Conditions**

Clause 2010B-19 (2012-07-16) - Copyright is deleted and replaced by 4006 (2010-08-16), «Contractor to Own Intellectual Property Rights in Foreground Information».

### **3. Period of the Contract**

The period of the Contract is from January 23<sup>rd</sup>, to February 20<sup>th</sup>, 2014, inclusively.

### **4. Authorities**

#### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Line Séguin  
Procurement and Contract Specialist  
Contracting and Materiel Management  
Canadian Heritage  
Telephone: 819-997-2389  
Facsimile: 819-953-4133  
Email: line.seguin@pch.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **4.2 Technical Authority**

Will be specified at contract award.

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## **5. Payment**

### **5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$4,000 (including taxes, if applicable).

### **5.2 Method of Payment**

Canada will pay the Contractor once all the work is completed in accordance with payment schedule of the contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

## **6. Invoicing Instructions**

6.1 The Artist must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.2 The invoice must be sent to the Technical Authority for certification and payment. Canada's standard payment period is thirty (30) days.

## **7. Certifications**

Compliance with the certifications provided by the Artist in its proposal is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Artist does not comply with any certification or it is determined that any certification made by the Artist in its proposal is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **8. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 9. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. The Articles of Agreement (Part 4);
- b. The supplemental general conditions 4006 (2010-08-16) – Intellectual Property
- c. The general conditions - 2010B (2013-06-27), Professional Services (Medium Complexity);
- d. Annex « A », Statement of work;
- e. Annex « E », Basis of Payment
- f. Artist's proposal dated \_\_\_\_\_ 2013.



## ANNEX « A » STATEMENT OF WORK

### 1. Title and Dates

- Outdoor Public Art Exhibition “Winter Memories: Wooden Cabin Village”
- January 31 to February 17, 2014 during Winterlude 2014

### 2. Introduction

To create a winter village that is creative, interactive, playful and/or contemplative, PCH is seeking proposals from individuals or groups to transform (up to (five) 5) wooden cabins to reflect the spirit of Winterlude and the theme of the Winter Memories exhibit and respect the exhibit selection criteria.

### 3. Context, Objective and Site

#### 3.1 Context

Inaugurated in 1979, [Winterlude](#) is a major family celebration of winter in Canada’s Capital that offers a full range of memorable experiences featuring the outdoors, winter sports, Canadian winter traditions, and Canada’s cultural and artistic diversity.

#### 3.2 Objective

Wooden cabins set up in Confederation Park will form a creative, interactive small village where visitors can encounter interpretations of winter by Canadian artists. Inspired by the spirit of Winterlude and memories of winter, artists are invited to propose creative, interactive, playful or contemplative cabin designs that will charm visitors by day and wow them by night. The winter village will also be the site of artistic programming (for example, music, DJs, dance, workshops and a campfire) for visitors’ enjoyment. Visitors will be able to enter the cabins.

#### 3.3 Site

[Confederation Park](#) is located in the heart of downtown Ottawa at the corner of Elgin and Laurier Streets, next to the Rideau Canal, which in winter becomes the world’s largest skating rink. During Winterlude, Confederation Park welcomes professional sculptors who come from all parts of the world to take part in international ice sculpture competitions. Between 300,000 and 400,000 people visit this official Winterlude site each year, making it an ideal place to showcase public artworks by Canadian artists.

#### 4. Installation Guidelines for Public Art

- All cabin components must be able to withstand outdoor conditions for the duration of Winterlude, as well as winter conditions (rain, snow, wind, freezing rain, cold, and weight of snow). PCH accepts no liability for the deterioration of materials.
- The cabin and all of its components must be freestanding. Any attachments to trees, park furniture or any other permanent structures are prohibited.
- The cabin and all of its indoor and outdoor components must be safe for the public at all times. PCH reserves the right to prohibit public access with no prior notice.
- Cabin openings (doors and window shutters) must be secured open during the day and closed in the evening (where applicable) when the park closes.
- The length and width of the cabin and its components are not to exceed 15'X15'; height is not to exceed 10'.
- Depending on the nature of the proposals, more specific instructions may form part of the contract with the winning artists.
- Textile and fur components are to be fire-retardant treated. Any hazardous materials are prohibited.
- 15-amps electricity for 120 volts will be supplied for installation equipment (for example, lighting, music, and electronic devices). Heating in the cabins is prohibited during the exhibit but is accepted during installation period.

#### 5. Technical Information on the Cabins

Artists may personalize their cabin using the Cabin Options Form (see annex C), thus making the cabin into a canvas that will form the basis for the artistic design. Artists' interventions should be reflected both inside and outside the cabin. However, for safety and reusability reasons, the actual structure, walls and roof of the cabin may not be modified.

PCH will provide the cabins and set them up on the exhibit site. The artists will take possession of the cabins to transform them starting on January 23 (and must have completed their work by January 29 at the latest). The cabins will remain the property of PCH. All materials used by the artists will remain the property of the artist.

- The window openings have no glass to allow greater artistic freedom (size is 24" X32").
- All materials used by the artist must be secured (screwed, nailed and/or glued).
- The dimensions of the cabins vary between 8'X8' and 8'x10'.
- They are made of pine planks and lathes and have a sheet metal roof.
- Each cabin will be supplied with 15-ampere at 120 Volts electricity.
- The cabins will remain the property of PCH and will be reused for future projects.
- All materials added by the artists will remain their property.

#### 6. Timeline

- Installation of cabins onsite (by PCH): January 22, 2014
- Work by artists onsite: January 23 to 29, 2014
- Takedown by artists: February 18 to 20, 2014
- Removal of cabins (by PCH): February 21, 2014

## **7. Roles and Responsibilities**

### **7.1 PCH's Obligations**

- Install a cabin, with the options indicated by the artist, on the exhibit site one week before the start of Winterlude;
- Give the artist access to the site and the cabin for one week before the start of Winterlude;
- Provide exceptional visibility for the artwork by promoting the exhibit on its marketing tools;
- Provide 24 hour security;
- Provide additional lighting for the work (if required and depending on availability of resources);
- Install an exhibit panel highlighting the Work and the Artist;

### **7.2 Artist's Obligations**

- Develop a concept for the interior and exterior transformation of a wooden cabin in Confederation Park for the exhibit;
- Provide all materials and tools required for the transformation of the cabin;
- Assume transportation costs related to materials of the work;
- Respect deadlines and Installation Guidelines for Public Art;
- Be aware that the work of transforming the cabins will be done in winter conditions that can be challenging and demanding (rain, snow, wind, freezing rain, cold, weight of snow);
- Complete onsite work by the evening of January 29, 2014;
- Own liability insurance for the duration of the contract.

## ANNEX « B » EVALUATION CRITERIA

### 1. MANDATORY REQUIREMENTS

To be considered valid, bids must meet all the following mandatory requirements:

MANDATORY REQUIREMENTS	
O1	<p>The Artist <u>must</u> provide the following information in the proposal:</p> <ol style="list-style-type: none"><li>1. The name and coordinates (address, telephone, email) of the team leader;</li><li>2. A presentation of the artistic process, including previous works (individual or collective);</li><li>3. A description of the proposed cabin design (including title, theme, materials, sketches);</li><li>4. A <u>brief</u> résumé (2-pages max) for each team member.</li></ol>
O2	<p>Other mandatory requirements:</p> <ol style="list-style-type: none"><li>1. Only designs with both day and evening components will be considered. Individual and group proposals are welcome.</li><li>2. A maximum of ten (10) low-resolution digital photos will be accepted (in jpg and pdf format) with description (title, medium, size, date).</li></ol>

## 2. RATED REQUIREMENTS

Only proposals that meet ALL the above mandatory requirements shall be considered compliant and shall be assessed against the rated requirements.

### 2.1 Rated elements:

- Demonstrate creativity and innovation in the proposed interior and exterior cabin design;
- Present an original, interactive (for example, with music, lighting, new media), playful or contemplative concept;
- Present a concept that respects the exhibition theme « Winter Memories »;
- Present a family-friendly concept;
- Present a concept that is attractive day and night;
- Maximize indoor and outdoor use of the cabin;
- Be universally accessible with a clearance radius of 1.5m (if the concept includes public access);;
- Be environmentally responsible (for example, using LED lights, recycled materials);
- Respect setup guidelines.

NOTE: PCH will provide programming in the village (for example, live music, dance, workshops and a campfire). As well, artists may propose programming related to the cabin design.

### 2.2 Scoring Grid:

<b>Creativity, Innovation, Originality (interactive, playful or contemplative) and respect of the theme</b>	<b>Night and Day concept, family-friendly and environmentally responsible</b>	<b>Choice of durable materials, optimum indoor and outdoor use, accessibility</b>	<b>Respect of installation guidelines</b>
10 points	10 points	5 points	5 points

**ANNEX « C »  
CABINS OPTIONS**

See attached document (pdf)

**ANNEX « D »  
OFFER OF SERVICES**

**CALL FOR PROPOSALS 10130736**

**Outdoor Public Art Exhibition “Winter Memories: Wooden Cabin Village”**

<i>(to be filled in by the Artist)</i>	
<b>Artist's full legal name</b>	
<b>Team Lead</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Procurement Business Number (PBN)</b> <i>(see the Standard Instructions 2003)</i>	
<b>GST/HST number</b>	
<b>Tax rate to be charged on any resulting contract</b>	Specify percentage: _____ %
<b>Jurisdiction of Contract:</b> Province in Canada the Artist wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
On behalf of the Artist, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Artist considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Artist is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in the bid solicitation.	
<b>Signature of Authorized Representative of the Artist</b>	
Signature and date: _____	

## **ANNEX « E » BASIS OF PAYMENT**

During the period of the Contract (January 23<sup>rd</sup>, to February 20<sup>th</sup>, 2014 inclusively), the Artist will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

### **1. Professional fees**

The Artist will receive a fixed fee of \$4,000, all taxes included (if applicable) for the concept, the creation and the transformation of wooden cabins that will reflect the theme of winter in Canada and the spirit of Winterlude.

### **2. Travel reimbursable expenses**

The Artist will be reimbursed its authorized travel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the private vehicle expenses provided in Appendices B of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical/Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

### **3. Accommodation**

Canadian Heritage (PCH) will provide accommodations for selected Artists to a maximum of four (4) nights. Only one room per team will be provided.

Please note that the hotel reservations and payment will be done directly by PCH.



## **ANNEX « F » CHECK LIST**

CONTENT TO BE PRESENTED IN THE PROPOSAL:

Please identify the proposal «**10130736 – Winter Memories Exhibition – Winterlude 2014**»

Have you included everything?

- The name and coordinates (address, telephone, email) of the team leader;
- A presentation of the artistic process, including previous works (individual or collective);
- A description of the proposed cabin design (including title, theme, materials, sketches);
- A brief résumé (2-pages max) for each team member.
- The completed « Cabin Option » Form (see annex « C »).
- The completed « Offer of services » Form (see annex « D »).

INQUIRIES:

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Telephone: 819-997-2389  
Facsimile: 819-953-4133  
Email: line.seguin@pch.gc.ca

EMAIL ADDRESS TO SEND PROPOSALS:

[artpublicart@pch.gc.ca](mailto:artpublicart@pch.gc.ca)

**Only proposals submitted by email will be accepted.**