

CANADIAN HERITAGE**CALL FOR PROPOSALS**

REQUEST NUMBER: 10140606

REQUEST DATE: September 17, 2014

PROJECT TITLE: Outdoor Participatory Public Art Exhibition **Ready, Set...**
inspired by Canadian sports

PROJECT SITE: Confederation Park, Elgin Street, Ottawa, Ontario

PROJECT DATE: January 30 to February 16, 2015 (during Winterlude)

CLOSING DATE
FOR SUBMISSIONS: November 3, 2015, 4:00 p.m., EST

ELIGIBILITY: Canadian artists or design professionals (Canadian citizens or permanent residents of Canada)

ADDRESS ENQUIRIES: 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

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 22 to February 17, 2015.

SUBMISSION OF PROPOSALS:

If you are interested in undertaking this project, please send your proposal by e-mail. Proposals must be identified as follows: «**10140606 – Exhibition Ready, Set... – Winterlude 2015**» and must be sent by e-mail to: 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 table concept.

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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	Evaluation procedures and basis of selection;
Part 4	Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
Annex « A »	Statement of Work
Annex « B »	Evaluation Criteria
Annex « C »	Offer of Services
Annex « D »	Basis of Payment
Annex « E »	Check List

2. Summary

Canadian Heritage (PCH) invites Canadian artists with innovative ideas to create participatory installations inspired by Canadian sports under the theme **Ready, Set....** The concepts must include elements that the public can interact with and that will make them move. PCH wishes to highlight Canadian artistic excellence, thus enriching the experience of visitors to Canada's Capital Region to celebrate the delights of winter.

The exhibition **Ready, Set...** celebrates Canadian sports in a fun and artistic way, and the dynamic participation of the public with the installations contributes to showcase the importance of sport and cultural identity in the life of Canadians.

An average of 600,000 people take part in Winterlude's various activities each year. One-third of these are visitors from outside of the region, making it an ideal place to showcase public artworks 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](#) 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 (2014-03-01) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference and form part of the bid solicitation.

2. Submission of proposals

Proposals must be submitted by e-mail only at the following address: artpublicart@pch.gc.ca by the date and time indicated on page 1 of the call for proposals. Note that each artist could submit more than one proposal. Up to five (5) concepts will be selected (one (1) concept by artist or team). However, to be considered, it must meet the selection criteria.

3. Enquiries – Proposal Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the proposal 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 proposal 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 « C »), 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 royalty-free, non-exclusive perpetual license and without territorial limitation 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 proposal 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 _____ 2014.

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 (2014-06-26), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

2.2 Supplemental General Conditions

Clause 2010B-19 (2014-06-26) - 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 22 to February 17, 2015, 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

Professional fees: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$5,400 (excluding taxes, if applicable).

5.2 Payment schedule

It is understood and agreed that in accordance with the General Conditions and subject to performance of the work to the entire satisfaction of the Technical Authority, payment shall be made as follows:

	Deliverables / Events	Dates ou Periods	Payments
1	Arrival and installation of the Works by the artists	From January 22 to 29, 2015	Payment of \$4,860 (90%)
2	Artists' departure	January 31, 2015	0%
3	Exhibition Ready, Set... in Confederation Park, Ottawa	January 30 to February 16, 2015	0%
4	Artist's arrival for dismantlement	February 16, 2015	0%
5	Dismantlement and artists' departure	February 17, 2015	Payment of \$540 (10%)

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.

5.3 Travel fees

The authorized travel expenses will be paid upon submission of an itemized statement supported by receipt vouchers at the end of the contract period. All payments are subject to government audit.

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 _____(name of the province).

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 (2014-06-26), Professional Services (Medium Complexity);
- d. Annex « A », Statement of work;
- e. Annex « D », Basis of Payment
- f. Artist’s proposal dated _____ 2014.

ANNEX « A » STATEMENT OF WORK

1. Title and Dates

- Outdoor Participatory Public Art Exhibition **Ready, Set...** inspired by Canadian sports
- January 30 to February 16, 2015 during Winterlude

2. Introduction

PCH is seeking for Canadian artists with innovative ideas to create participatory installations inspired by Canadian sports under the theme **Ready, Set...**. The concepts must include elements that the public can interact with and that will make them move. Up to five (5) concepts will be selected (one (1) concept by artist or team).

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. The exhibition **Ready, Set...** celebrates Canadian sports.

3.2 Objective

The exhibition **Ready, Set...** celebrates Canadian sports in a fun and artistic way, and the dynamic participation of the public with the art installations contributes to showcase the importance of sport and cultural identity in the life of Canadians.

Presented in Confederation Park, the exhibition will form a creative and interactive sporty circuit where visitors will be able to discover sports seen by Canadian artists. Artists are invited to propose artistic and dynamic installation concepts with original participatory aspects. Installation must absolutely include light components to wow visitors by night. Interaction with the public can take many forms. Whether it be through optical illusions, kinetics, social media, and responsiveness, movement of the Work or of the public vis-à-vis the Work. Concepts can put visitors to the challenge in a healthy spirit competition to motivate their participation and then to "play" with the art installations.

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. An average of 600,000 people take part in Winterlude's various activities each year. One-third of these are visitors from outside of the region, making it an ideal place to showcase public artworks by Canadian artists.

4. Installation Guidelines for Collaborative Art Projects

- 4.1 All elements of the Work will be installed outside and 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;
- 4.2 The Work and all of its components must be freestanding. Any attachments to trees, park furniture or any other permanent structures are prohibited;
- 4.3 The Work and all of its components must be safe for the public at all times. PCH reserves the right to prohibit public access with no prior notice;
- 4.4 The Work dimensions and all its components are not to exceed 200 square feet; height is not to exceed 10’;
- 4.5 Depending on the nature of the proposals, more specific instructions may form part of the contract with the winning artists;
- 4.6 Hazardous materials are prohibited. Textile and fur components are to be fire-retardant treated;
- 4.7 15-amps electricity for 120 volts will be supplied for installation equipment (for example, lighting, music, and electronic devices) during the installation and for the duration of the exhibition.

5. Deliverables and Timeline

Deliverables / Events		Dates or Periods	Payments
1	Arrival and installation of the Works by the artists	From January 22 to 29, 2015	Payment of \$4,860 (90%)
2	Artists’ departure	January 31, 2015	0%
3	Exhibition Ready, Set... in Confederation Park, Ottawa	January 30 to February 16, 2015	0%
4	Artist’s arrival for dismantlement	February 16, 2015	0%
5	Dismantlement and artists’ departure	February 17, 2015	Payment of \$540 (10%)

6. Roles and Responsibilities

6.1 PCH’s Obligations

- 6.1.1 Give the artist access to the site one week before the opening of Winterlude according to a predetermined schedule with the artist;
- 6.1.2 Provide visibility for the Work by promoting the exhibit via its marketing tools;
- 6.1.3 Provide 24 hour security;
- 6.1.4 Install an exhibit panel highlighting the Work and the Artist.

6.2 Artist’s Obligations

- 6.2.1 Work in difficult and extreme winter conditions (rain, snow, wind, freezing rain, cold, weight of snow) during the installation and the dismantlement of the Work;
- 6.2.2 Ensure the creation of a participatory concept, the installation and the fabrication of the Work inspired by Canadian sports;
- 6.2.3 Provide all materials and tools required for the creation of the Work;
- 6.2.4 Assume transportation costs related to materials of the Work;
- 6.2.5 Respect timeline and the Installation Guidelines for Participatory Public Art;

- 6.2.6 Ensure that all materials used for the creation of the Work are safe and appropriate for public of all ages and at all times;
- 6.2.7 Complete onsite Work by January 29, 2015, 5pm;
- 6.2.8 Dismantle and pick up the Work on February 17, 2015 according to a predetermined schedule with PCH.

Note: PCH reserves the right to request changes to the Work for universal accessibility reasons;

ANNEX « B » EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS

To be considered valid, proposals 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">1. The name and coordinates (address, telephone, email) of the team leader;2. An artist statement and a list of previous works (individual or collective);3. A description of the proposed participatory art concept inspired by Canadian sports (including title, theme, materials and sketches);4. A <u>brief</u> résumé (2 pages maximum) for each team member.
O2	<p>Other mandatory requirements:</p> <ol style="list-style-type: none">1. Only concepts with a participatory aspect will be considered.2. A maximum of ten (10) low-resolution digital photos will be accepted (in jpg and pdf format only) with description (title, medium, size, date) as part of the proposal package.

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 and scoring:

RATED REQUIREMENTS			Maximum scoring
R1	Creativity, innovation and respect of the theme Does the proposed concept: <ul style="list-style-type: none"> • Demonstrate creativity in the participatory concept? • Bring innovative qualities? • Respect the Canadian sports theme Ready, Set...? 	Based on the proposal presented by the artist, the jury will award a maximum of ten (10) points on these three (3) elements: <ol style="list-style-type: none"> 1. Creativity (3 points) 2. Innovation (3 points) 3. Respect of the theme (4 points) 	/10 points
R2	Participatory and lighting concept, and family-friendly Does the proposed concept: <ul style="list-style-type: none"> • Offer a participatory component? • Include light elements in the participatory concept? • Is appropriate for a family audience? 	Based on the proposal presented by the artist, the jury will award a maximum of ten (10) points on these three (3) elements: <ol style="list-style-type: none"> 1. Participatory concept (4 points) 2. Light concept (4 points) 3. Family-friendly concept (2 points) 	/10 points
R3	Safety, materials durability and environmentally responsible Does the proposed concept: <ul style="list-style-type: none"> • Is safe for public? • Use materials that are durable for winter outdoor use over a three (3) week period? • Show some ecological concern by the choice of materials? 	Based on the proposal presented by the artist, the jury will award a maximum of five (5) points on these three (3) elements: <ol style="list-style-type: none"> 1. Safe for the public (2 points) 2. Materials durability (2 points) 3. Environmentally responsible (1 point) 	/5 points
R4	Respect Installation Guidelines for Public Art Does the proposed concept: <ul style="list-style-type: none"> • Respect the Installation Guidelines for Participatory Public Art presented in section 4 of the Statement of Work? 	Based on the proposal presented by the artist and the requirements described in section 4 of the Statement of Work, the jury will award a maximum of five (5) points for this criteria.	/5 points
TOTAL			/30 points

**ANNEX « C »
OFFER OF SERVICES**

**CALL FOR PROPOSALS 10140606
Outdoor Participatory Public Art Exhibition *Ready, Set...* inspired by Canadian sports**

<i>(to be filled in by the Artist)</i>	
Artist's full legal name	
Team Lead	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
GST/HST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the Artist wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<p>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:</p> <ol style="list-style-type: none"> 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. 	
Signature of Authorized Representative of the Artist	
Signature and Date : _____	

ANNEX « D » BASIS OF PAYMENT

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 \$5,400 (excluding applicable taxes), for the creation of the participatory concept, the material, the transportation of material, the installation, and the creation of public art inspired by Canadian sports from January 22 to February 16, 2015 and its dismantle on February 17, 2015.

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 Appendix B of the [National Joint Council](#).

*Travel expenses: A maximum of three (3) round trips from the Artist's address to Confederation Park (Ottawa), between January 22th to February 17th, 2015. All travel must have the prior authorization of the Technical Authority.

No meal or per diem will be reimbursed.

3. Accommodation

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.

* Note: All cancellation or no-show costs at the hotel selected by PCH will be charged to the artist. The artist is responsible for notifying the technical authority within a reasonable time of any planned changes to bookings.

**ANNEX « E »
CHECK LIST**

A) CONTENT TO BE PRESENTED IN THE PROPOSAL:

Please identify the proposal «**10140606 – Exhibition *Ready, Set... – Winterlude 2015***»

Have you included everything?

- 1. The names and coordinates (address, telephone, email) of the team leader;
- 2. An artist statement and a list of previous works (individual or collective);
- 3. A description of the participatory art concept inspired by Canadian sports (including title, theme, materials and sketches);
- 4. A brief résumé (2 pages maximum) for each team member;
- 5. The completed « Offer of Services » Form (see annex « C »).

B) TIMELINE :

Submission inquiries	October 29, 2014
Date and closing time of the call for proposals	November 3, 2014, 4pm (EST)
Artists' arrival and installation	From January 22 to 29, 2015
Exhibition <i>Ready, Set...</i> in Confederation Park, Ottawa	January 30 to February 16, 2015
Dismantlement and artists' departure	February 17, 2015

C) INQUIRIES:

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

D) EMAIL ADDRESS TO SEND PROPOSALS:

artpublicart@pch.gc.ca**Only proposals submitted by email will be accepted.**