

CANADIAN HERITAGE**CALL FOR PROPOSALS**

REQUEST NUMBER: 10150088

REQUEST DATE: May 13th, 2015

PROJECT TITLE: Collaborative Public Art Project “*Art at Play*”

PROJECT SITE: Jacques-Cartier Park, Laurier Street, Gatineau, Québec

PROJECT DATE: Collaborative Phase on July 1st, 2015 during Canada Day and exhibition until October 31st, 2015

CLOSING DATE
FOR SUBMISSIONS: May 27th, 2015, 4:00 p.m., EDT

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: contrats-contracting@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 June 1st, to November 2nd, 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: «**10150088 – Art and Play – Canada Day 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 installation 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
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2. Summary

Canadian Heritage (PCH) is looking for Canadian artists with innovative ideas for the creation of collaborative art installations on the thematic of games as gathering places. The works will be created as part of the celebrations of Canada Day 2015. Artists are invited to be inspired by the thematic “*Art at Play*” in relation to games as fun, collaborative, entertaining, and engaging.

The game concept is broad and PCH encourages artists to rethink and revisit this theme, to surprise and push boundaries, inventing wacky rules, playing with size and scale, to integrate interactive, musical, contemplative, playful or whimsical elements, fun and colorful.

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 (2014-09-25) 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 three (3) concepts will be selected (one [1] concept per 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 May 22nd, 2015. 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 _____ 2015.

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 (2014-09-25), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

2.2 Supplemental General Conditions

Clause 2010B-19 (2014-09-25) - 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 June 1st to November 2nd, 2015.

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 \$10,000.00 (excluding taxes, if applicable, and excluding travel fees).

5.2 Payments and activities 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 or periods	Payments
1	Submission of inquiries	Before May 22, 2015	n/a
2	Submission of proposals	Until May 27, 2015, 4pm, EDT	n/a
3	Artist selection	On May 29, 2015	n/a
4	Artist's arrival and installation	On June 29, 2015	n/a
5	Collaborative phase with public	July 1st, 2015, 10am to 5pm	Payment of \$9,500.00
6	Finishing of the Work by the artist	July 1 st , 2015, 5pm to 10pm	n/a
7	Exhibition of the Work	July 2 nd to October 31 st , 2015	n/a
8	Dismantlement and pick up of the Work by the artist	October 2015	Payment of \$500.00

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 (see Annex “D” for more details).

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 (2014-09-25), Professional Services (Medium Complexity);
- d. Annex « A », Statement of work;
- e. Annex « D », Basis of Payment;
- f. Artist’s proposal dated _____ 2015.

**ANNEX « A »
STATEMENT OF WORK**



“ART AT PLAY” - Collaborative Public Art

Giant Canadian Picnic Table by FUGITIVE GLUE –Canada Day 2014

Call for Proposals
Temporary Artistic and Collaborative
Installations inspired by the theme of games
From Canada Day to October 2015
Canada’s Capital Region

1. Title

Collaborative public art project “*Art at Play*”

2. Dates

- Collaborative phase with the public on July 1st, 2015 during Canada Day Celebrations
- Exhibition of the works from July 2nd to October 31st, 2015

3. Introduction

As part of the program *Art in the capital*, the temporary public art project “*Art at Play*” explores the relationship between art and play, creativity and collaboration. In addition to acknowledging 2015 as the Year of Sport, it aims to increase the visibility of works of art in the urban space of Canada’s Capital Region. Through this creative and dynamic approach, PCH wishes to highlight Canadian artistic excellence through Canadian public art.

Public art is the intersection of art, people and urban spaces. It can spark conversations between strangers, elicit many questions from children and offer visitors a welcome break in an increasingly busy world. By encouraging the interaction between the artist and the public, PCH offers a unique opportunity for the public to collaborate with a Canadian artist in the creation of an art installation in a carnival atmosphere and Canadian pride.

4. Context, Objective and Site

4.1 Context

Every day since Canada’s creation in 1867, Canadians have been working together to build a unique and diverse country. The temporary public art project “*Art at Play*” is based on the opportunity for Canadians to collaborate on a project by contributing their stories, memories and the multiple identities that have built and created the country.

Canada Day helps to strengthen Canadian pride and identity, and promotes awareness and appreciation of our institutions, our heritage, our symbols, our citizenship, our culture and our values. Three official sites, Jacques-Cartier Park in Gatineau, Major Hill Park in Ottawa and Parliament Hill, host more than 350,000 visitors every year during Canada Day.



4.2 Objective

Canadian Heritage (PCH) is looking for Canadian artists with innovative ideas for the creation of collaborative art installations on the thematic of games as gathering places. The works will be created as part of the celebrations of Canada Day 2015. Artists are invited to be inspired by the thematic “*Art at Play*” in relation to games as fun, collaborative, entertaining, and engaging.

The game concept is broad and PCH encourages artists to surprise and push boundaries, inventing wacky rules, playing with size and scale, to integrate interactive, musical, contemplative, playful or whimsical elements, fun and colorful.

- The concepts must include a collaborative phase for public participation in the creation of the work on July 1st, 2015 (between 10am and 5pm).
- The artist will be able to finish their Work between 5pm to 10pm (e.g. varnish or solidify).
- The works will be on display until October 2015.

4.3 Site

Named in honour of one of Canada’s first explorers, [Jacques Cartier Park](#) offers stunning views of the Ottawa River and the Rideau Falls. During Canada Day celebrations, public programming adopts an active and participatory approach that engages the interest of people of all ages.

5. Installation Guidelines for Collaborative Art Projects

- a) The selected items must be able to withstand summer weather (rain, high winds, high temperatures) as well as the deterioration of normal wear. PCH accepts no liability for the deterioration of materials, or for manufacturing defects;
- b) The installation and its elements must be freestanding and movable in whole or in parts, in order to transport the work to exhibition site until October 31st, 2015;
- c) The installation and its elements must be installed on a slightly sloping site (in some areas);
- d) Any attachments to trees, park furniture or any other permanent structures are prohibited;
- e) The installation and its elements and all its components must be safe for the public at all time. All removable parts/elements are prohibited. PCH reserves the right to prohibit public access with no prior notice;
- f) The dimensions of the work and its elements are not to exceed 400 square feet; height is not to exceed 10 feet;
- g) Depending on the nature of the proposals, more specific instructions may form part of the contract with the winning artists.

6. Deliverables and Timeline

Deliverables / events		Dates or periods
1	Submission of inquiries	Before May 22, 2015
2	Submission of proposals	Until May 27, 2015, 4pm, EDT
3	Artist selection	On May 29, 2015
4	Artist's arrival and installation	On June 29, 2015
5	Collaborative phase with public	July 1st, 2015, 10am to 5pm
6	Finishing of the Work by the artist	July 1 st , 2015, 5pm to 10pm
7	Exhibition of the Work	July 2 nd to October 31 st , 2015
8	Dismantlement and pick up of the Work by the artist	October 2015

7. Roles and Responsibilities

7.1 PCH's Obligations

- a) Give the artist access to the site from June 29th to July 2nd and on October 31st, 2015;
- b) Provide bilingual volunteers to help the artist to lead the collaborative aspect with the public;
- c) Install bilingual panels to inform and encourage visitors to participate in the project;
- d) Present the work from July 2nd to October 31st, 2015 ;
- e) Secure the site during installation and dismantling of the work;
- f) Remain available for consultation for the term of the project;
- g) Provide some visibility by promoting the project and the artists using PCH promotional tools;
- h) Install a bilingual sign close to the work for the duration of the exhibition;
- i) Maintain the work in accordance with the artist's instructions.

7.2 Obligations of the Selected Artist

- a) Ensure the creation of a concept with a collaborative phase, on the theme of "Art at Play" ;
- b) Ensure the fabrication, the transportation of materials, and the installation of the work, and for the dismantling and the removal of the installation;
- c) Provide all materials, tools and labour required to install the work;
- d) Pay all transportation costs for the work and its elements;
- e) Animate, guide and encourage public of all ages to participate in the collaborative aspect of the work;
- f) Complete onsite work by July 1st, 2015, 10pm;
- g) Respect timeline and Installation Guidelines for Collaborative Art Projects;
- h) Remain available for consultation for the term of the project;
- i) Produce a maintenance-related life cycle plan for the work for the duration of the project;
- j) Ensure that all of the materials used to create the work are safe and suitable for public of all ages in all time and there is no removable parts;
- k) Ensure that all of the materials used to create the work are safe and suitable for outdoor use for the duration of the project (July to October 2015);
- l) Dismantle and recuperate the work and all of its elements in October 2015.

PCH reserves the right to request modifications to the work for universal access reasons.

ANNEX « B » EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS

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

MANDATORY REQUIREMENTS	
CONTENT TO INCLUDE IN PROPOSAL (Only concepts with a collaborative phase will be considered)	
The Artist <u>must</u> provide the following information in the proposal:	
M1	A cover page including: <ul style="list-style-type: none"> a) The title of the Call for Proposals “<i>ART AT PLAY</i>” - <i>Collaborative Public Art</i>; b) The name and coordinates (address, telephone, email) of the artist or team leader.
M2	A description of the artistic process (two pages maximum)
M3	A brief description of at the most three (3) past projects (individual or collective), including: <ul style="list-style-type: none"> a) Details about projects completed (title, materials, dimensions, site and date) b) Visual documents
M4	A description of the proposed work, including: <ul style="list-style-type: none"> a) Title b) Connection with the theme “Art at Play” c) Materials d) Description of the collaborative phase with public (July 1st, 2015 between 10am to 5pm) e) Sketches and visual documents f) Installation methods
M5	A <u>brief</u> résumé (two pages maximum) of the artist and/or each team member.

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 and respect of the theme Does the proposed concept: <ul style="list-style-type: none"> • Demonstrates creativity through its functional, interactive, contemplative or playful concept? • Respect the theme “Art at Play”? 	Based on the proposal presented by the artist, the jury will award a maximum of ten (10) points on these two (2) elements: <ol style="list-style-type: none"> 1. Creativity (5 points) 2. Respect of the theme (5 points) 	/10 points
R2	Concept for collaboration and family-friendliness Does the proposed concept: <ul style="list-style-type: none"> • Offer a collaborative phase? • 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 two (2) elements: <ol style="list-style-type: none"> 1. Collaborative phase (5 points) 2. Family-friendly concept (5 points) 	/10 points
R3	Safety and materials durability Does the proposed concept: <ul style="list-style-type: none"> • Is safe for the public? • Use materials that are durable for an outdoor use over a three (3) month period? 	Based on the proposal presented by the artist, the jury will award a maximum of five (5) points on these two (2) elements: <ol style="list-style-type: none"> 1. Safe concept (3 points) 2. Materials durability (2 points) 	/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 5 of the Statement of Work? 	Based on the proposal presented by the artist and the requirements described in section 5 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 10150088
PUBLIC ART PROJECT: ART AT PLAY**

(to be filled in by the Artist)	
Artist's full legal name	
Team Lead	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Procurement Business Number (PBN) (see the <i>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 fee of \$10,000.00 (excluding applicable taxes) to cover all costs and expenses related to, but not limited to, the creation of a concept with a collaborative phase, materials, transportation of material, labour, fabrication, installation, animation, dismantling and removal of the work inspired by the theme of games.

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 Jacques Cartier Park (Gatineau), between June 29th and November 2nd, 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. Hotel parking costs are paid by the artist.

* 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 «**Collaborative Public Art Project ART AT PLAY# 10150088**»

Have you included the following information?

- 1. The name and coordinates (address, telephone, email) of the artist;
- 2. A description of the artistic process;
- 3. A brief description of at the most three past projects (individual or collective);
- 4. A description of the proposed concept (including title, link with thematic, materials, sketches, collaborative phase, installation methods);
- 5. A brief résumé (two pages maximum) of each member of the team;
- 6. The completed "Offer of Services" Form (see annex «C»).

B) TIMELINE :

Deliverables / events		Dates or periods
1	Submission of inquiries	Before May 22, 2015
2	Submission of proposals	Until May 27, 2015, 4pm, EDT
3	Artist selection	On May 29, 2015
4	Artist's arrival and installation	On June 29, 2015
5	Collaborative phase with public	July 1st, 2015, 10am to 5pm
6	Finishing of the Work by the artist	July 1 st , 2015, 5pm to 10pm
7	Exhibition of the Work	July 2 nd to October 31 st , 2015
8	Dismantlement and pick up of the Work by the artist	October 2015

C) INQUIRIES:

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

D) EMAIL ADDRESS TO SEND PROPOSALS:

artpublicart@pch.gc.ca

Only proposals submitted by email will be accepted.