

AMENDMENT 1: TAKE NOT THAT ITEMS HIGHLIGHTED IN YELLOW HAVE BEEN MODIFIED**CANADIAN HERITAGE****CALL FOR PROPOSALS**

REQUEST NUMBER:	10150091-01
REQUEST DATE:	May 26, 2015
PROJECT TITLE:	Art in the Capital Project 2015: <i>PLAY</i>
PROJECT SITE:	Canada's Capital Region
PROJECT DATE:	June 26 th , 2015 to September 30, 2015.
CLOSING DATE FOR SUBMISSIONS:	June 8, 2015, 1:00 p.m., EDT
ELIGIBILITY:	Canadian artists or design professionals (Canadian citizens or permanent residents of Canada)
ADDRESS ENQUIRIES:	Daniel Michaud Procurement and Contract Advisor Contracting and Materiel Management Canadian Heritage Telephone: 819-997-4094 Facsimile: 819-953-4133 Email: contrats-contracting@pch.gc.ca

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 Annex "A".

SUBMISSION OF PROPOSALS:

If you are interested in undertaking this project, please send your proposal by e-mail. Proposals must be identified as follows: « 10150091 - Art in the Capital Project 2015: *PLAY* » 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** and its **elements, installation or concept** includes: the works proposed by the artists.
- **CCR** signifies Canada's Capital Region which includes the metropolitan area of Ottawa, Ontario and Gatineau, Quebec.
- **NCC** signifies the National Capital Commission and its representatives.
- **PCH** signifies Canadian Heritage and its representatives.

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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. |
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- | | |
|-------------|---------------------|
| Annex « A » | Statement of Work |
| Annex « B » | Evaluation Criteria |
| Annex « C » | Basis of Payment |
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2. Summary

The Department of Canadian Heritage (PCH) Capital Experience program is seeking Canadian artists with innovative ideas for its 2015 outdoor exhibition in Ottawa called *PLAY*. The competition provides an opportunity for Canadian artists to display their work in the Capital over the summer months. A maximum of three (3) finalist artists/teams will be selected to reproduce one (1) of their selected works on film and display at the Plaza Bridge Terrace and stairs and on the York Street Steps in Ottawa's Byward Market.

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 must submit no more than one proposal. To be considered, it must meet the mandatory selection criteria of Annex B.

3. Enquiries – Proposal Solicitation

All enquiries must be submitted in writing to the Contracting Authority before June 1, 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 « 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 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 and culture 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 requirements 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 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».

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.

3. Period of the Contract

The period of the Contract is from contract award to September 30th, 2015.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Daniel Michaud
Procurement and Contract Advisor
Contracting and Materiel Management
Canadian Heritage
Telephone: 819-997-4094
Facsimile: 819-953-4133
Email: contrats-contracting@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 satisfactorily completing all of its obligations under the Contract, the Artist will be paid a firm price of \$5,000.00 (excluding taxes, if applicable), as per the Basis of Payment of Annex "C".

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 _____ (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 « C », Basis of Payment
- f. Artist's proposal dated _____ 2015.

10. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

11. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX « A » STATEMENT OF WORK

SW1 Title

1.0 Art in the Capital Project 2015: *PLAY*

SW2 Introduction

Public art is the intersection of art, people and urban spaces. The *PLAY* project is designed to develop unexpected urban spaces by weaving public art works creatively and dynamically into their midst. It combines both functional and artistic elements at underutilized sites that have high creative potential.

SW3 Objectives and Site

3.0 Objectives

PLAY as a theme invites a broad spectrum of interpretation linking youth to sport and recreation. *PLAY* can refer to Canada's youth at play in urban, rural and wilderness settings; the aspirations of emerging athletes; or the national athletes who will be representing their sport and their country at the Toronto 2015 Pan and Parapan American Games.

3.1 Site

Canadian Heritage (PCH) reserves the right to locate a submitted image at a location similar to those described below for the duration of the display.

3.1.1 The project will be installed in three locations on two sites:

3.1.1.1 The Plaza Bridge Terrace and Stairs (2 locations):

The Plaza Bridge Terrace is a central part of the Capital Experience, strategically placed at the crossroads of the Rideau Canal, Parliament Hill, the National War Monument, and the Byward Market.

As in previous years, graphic films based on works by artists will be installed onto the terrace pavers and on stair risers. The Plaza images will be seen as one unit. The images on the stairs are "complete" from a distance, but fragmented when one is actually on the stairs. The images make a spectacular and popular backdrop to take souvenir photos, and provide a draw for visitors along Confederation Boulevard.

The Plaza Bridge terrace location has been successfully used for previous graphic image displays, as an interpreted rest area with Muskoka chairs, and Wi-Fi and shaded spots: it is a practical and iconic experience offering a relaxing respite for visitors en route to their next Capital destination.



3.1.1.2 The York Street Steps

The York Street Steps connect Major's Hill Park (above) to Sussex Drive and the Byward Market (below). Graphic films based on works by artists will be installed onto stair risers so that images are "complete" from a distance.



3.1.2 The artwork will be reproduced by PCH on approved exterior grade film typically used for "sidewalk graphics". The submitted artwork must be appropriate for all ages, and take into consideration the proximity of all sites to major national landmarks.

SW4 General Process

- Artists may make a submission as an individual or a team, but not both;
- Artists/Teams may create or select from their portfolio an original artwork of any size, medium or perspective, keeping in mind that the final representation will be a two-dimensional graphic film;
- Artists/Teams may feature a maximum of five (5) artworks in their submission;
- Artists/Teams will then submit a low resolution digital image of each artwork along with an artist statement about the work (maximum 250 words);
- A jury of experts will select the finalist artworks;
- The jury will select one (1) image per finalist Artist/Team up to a maximum of three (3) in total;
- Finalists' artworks will then be submitted in high resolution, digital files for reproduction;
- Specific sites will be identified and detailed as to what the optimum size of artwork is for each location.

The photographs of the artworks will then be enlarged to the applicable size and reproduced onto a specialized product which can be adhered to the stair uprights and ground surface.

SW5 Deliverables and Timeline

Deliverables / Events		Dates or Periods
1	Submission of inquiries	On or Before June 5, 2015
2	Submission of proposals	Until June 8, 2015
3	Jury review and selection	On June 8 to June 11, 2015
4	Notification of finalists and Contracts with Artists issued.	June 11, 2015
5	Deadline to receive high resolution digital image of artwork from Artists.	June 15, 2015
6	Production of works onto graphic films	June 16 -19, 2015
7	Installation by PCH.	June 22-26, 2015
8	Dismantling by PCH.	September 30, 2015

SW6 Roles and Responsibilities

6.1 PCH Obligations

- a) Will obtain federal approval for the design of the winning proposal;
- b) Will promote PLAY and participating artists in its promotional materials for the project and on its Internet site;
- c) Will maintain the functional and the artistic elements according to the guidelines provided by the artist.

6.2 Obligations of the Selected Artist

- a) Provide a high resolution digital image by the deadline of June 15, 2015;
- b) Will retain copyright in the work, and will give PCH perpetual permission to use photographs and video clips of the work for non-commercial promotional purposes.

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	
M1	<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 artist/team leader; 2. A brief description of at the most three (3) past projects (individual or collective), including: a) Details about project completed (title, materials, dimensions, site and date); b) visual documents; 3. A description of the proposed art concept inspired by Canadian sports (including title, theme, materials and sketches); 4. A <u>brief</u> résumé (2 pages maximum) for each artist/team member.
M2	<p>Only concepts which will have visual impact as two dimensional reproductions will be considered.</p> <p>A maximum of five (5) 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.</p>
M3	<p>The submitted artwork must be appropriate for all ages.</p>

2. RATED REQUIREMENTS

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

RATED REQUIREMENTS			Maximum scoring
R1	<p>Creativity, innovation</p> <p>Does the proposed concept:</p> <ul style="list-style-type: none"> • Demonstrate creativity in the concept of Play? • Show innovative qualities? 	<p>Based on the proposal presented by the artist, the jury will award a maximum of ten (10) points on these two (2) elements:</p> <ol style="list-style-type: none"> 1. Creativity (5 points) 2. Innovation (5 points) 	/10 points
R2	<p>Respect of the theme, and family-friendly</p> <p>Does the proposed concept:</p> <ul style="list-style-type: none"> • Respect the Canadian sports theme? • Clearly demonstrate the concept of Play? • Appropriate for a wide range of audiences? 	<p>Based on the proposal presented by the artist, the jury will award a maximum of ten (10) points on these three (3) elements:</p> <ol style="list-style-type: none"> 1. Respect of the theme (4 points) 2. Play concept (4 points) 3. Audience appropriate concept (2 points) 	/10 points
R3	<p>Visual Impact</p> <p>Is the proposed concept:</p> <ul style="list-style-type: none"> • Visually dynamic as a two dimensional concept? • Engaging as a site-specific installation? 	<p>Based on the proposal presented by the artist, the jury will award a maximum of ten (10) points on these two (2) elements:</p> <ol style="list-style-type: none"> 1. Visually dynamic (5 points) 2. Engaging installation (5 points) 	/10 points
Total			/30 points

**ANNEX « C »
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

Finalist artists will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

Finalist artists will receive a fixed fee of \$5,000 for each work chosen (excluding applicable taxes).

Deliverables	Firm Price	Total Cost
Artist fee for the creation of the concept, the digital image at the correct resolution and the delivery of the image, for the display of public art inspired by Canadian sports from June 2015 to September 2015.	\$5,000.00	\$5,000.00
Total Estimated Cost :		\$5,000.00
TAXES:		\$ TBD
MAXIMUM AUTHORIZED CONTRACT AMOUNT (HST included)		\$ TBD

**ANNEX « D »
OFFER OF SERVICES**

**CALL FOR PROPOSALS 10150091
Signature Spaces Art Project 2015: *PLAY***

<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 4 -Resulting contract clauses, included in the bid solicitation. 	
Signature of Authorized Representative of the Artist	
Signature and Date : _____	

**ANNEX « E »
CHECK LIST**

A) CONTENT TO BE PRESENTED IN THE PROPOSAL

Please identify the proposal « **10150091 - Art in the Capital Project 2015: PLAY»**

Have you included everything?

- The names and coordinates (address, telephone, email) of the artist;
- A brief description of at the most three (3) past projects (individual or collective), including: a) Details about project completed (title, materials, dimensions, site and date); b) visual documents;
- A description of the proposed art concept inspired by Canadian sports (including title, theme, materials and sketches);
- A brief résumé (2 pages maximum) for each artist/team member.
- The completed "Offer of Services" Form (see annex « D »).

B) TIMELINE:

Deliverables / Events		Dates or Periods
1	Submission of inquiries	On or Before June 5, 2015
2	Submission of proposals	Until June 8, 2015 at 1PM EDT
3	Jury review and selection	On June 8 to June 11, 2015
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8	Dismantling by PCH.	September 30, 2015

C) INQUIRIES:

Daniel Michaud
Procurement and Contract Advisor
Contracting and Materiel Management
Canadian Heritage
Telephone: 819-997-4094
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.