

Call for Proposals
*Pre-Qualified Artwork Inventory for
Outdoor Exhibits and Major Events*
Canada's Capital Region

Request Number: 10191065

Request Date: November 21st, 2019

Project Title: Pre-Qualified Artwork Inventory

Project Area Site: Canada's Capital Region / Ottawa and Gatineau

Period of Inventory: March 2020 to December 2021 (with a possibility of a one-year extension)

Request for Enquiries: Until December 19th, 2019

Closing Date for Submissions: January 7th, 2020, 4:00 p.m., EST

Budget per Artwork: \$4,000.00 to \$20,000.00 (excluding applicable taxes)

Address Enquiries

Line Séguin

Procurement and Contract Specialist

Contracting and Materiel Management

Canadian Heritage

Telephone: 819-997-2389

Email: pch.contrats-contracting.pch@canada.ca

Submissions of proposals

If you are interested in being considered for this project, please send your proposal by e-mail identified as follows:

Pre-Qualified Artwork Inventory # 10191065, to PCH.artpublic-publicart.PCH@canada.ca.

It is the artist's responsibility to ensure that their proposals are sent no later than time and date specified.

Only electronic proposals will be accepted.

ANNEX « A » STATEMENT OF WORK

Introduction

The Department of Canadian Heritage (PCH) is seeking professional Canadian artists who work with large-scale outdoor format sculptures, including interactive and light installations. PCH wishes to showcase Canadian artistic excellence through temporary outdoor exhibits in Canada's Capital Region at highly visible locations in downtown Ottawa and Gatineau and installations for major events.

Context

PCH's Art in the Capital Program features temporary outdoor exhibits that aim to raise profile of Canadian public art in the urban spaces of Canada's Capital region.

PCH also organizes several major events in the Capital each year that celebrate our country and highlight its cultural diversity. These events, which attract tens of thousands of visitors from across the country, include Canada Day celebrations from June 30th to July 1st, Winterlude activities taking place over 2 ½ weeks in February, and Christmas Lights Across Canada festivities throughout the winter holiday season. Through PCH's Art in the Capital Program, public art installations are presented to add vitality to event sites and celebrate the talent of Canadian artists.

Objectives

PCH is inviting artists to submit **up to three existing three-dimensional artworks** to be retained as part of a pre-qualified artwork inventory for long-term exhibits and major events. This inventory will remain active from March 2020 to December 2021, with a possibility of a one-year extension.

Once the artworks are pre-qualified, PCH may then select one or more for exhibition for a determinate period. This may be as part of a major event held in Canada's capital or as an autonomous installation for an extended duration (e.g., 6 months to 2 years).

Artistic Considerations

The artwork should create a compelling visual experience that would encourage visitor engagement—from inspiring contemplation to providing photo opportunities—and transform the space where it is installed. The various sites considered for installations typically feature urban and natural elements, providing opportunities for artworks of diverse styles, forms, materials and themes.

- The artwork must be of a suitable scale for an outdoor public space.
- The artwork should offer a strong visual presence both in the daytime and evening.
- The artwork may integrate the use of light.
- The artwork may include interactive elements, such as voice, sound, lights, and games.
- The artwork must be in excellent condition and have few or no maintenance requirements.

Process

The proposed artworks will be pre-qualified by a jury of experts to form an artwork inventory that will remain active for a period of approximately two (2) years with the possibility of a one-year extension under the same conditions. When appropriate, pre-qualified artworks will then be chosen from the inventory to be exhibited for a determinate period.

All artists will be notified of the results of this Call for Proposals by email. Artists whose proposals have been pre-qualified for the inventory will be called upon only if the artwork has been selected for exhibition. Should the artist agree with the conditions of the proposed exhibition (i.e., site, duration, event), PCH intends to enter into a contracting agreement that could range in value from \$4,000 to \$6,000 excluding applicable taxes for short-term exhibitions at major events and up to \$20,000 excluding applicable taxes for long-term exhibitions. The amount will

be negotiated with the artist based on CARFAC (Canadian Artists Representation / Le front des artistes Canadiens) fee schedule and in accordance with project requirements and duration.

Note that pre-qualification in the inventory does not mean that the artwork will necessarily be exhibited. See further details under Selection Criteria below.

Eligibility Requirements

Applicants must be a Canadian artist or design professional 18 years and over with Canadian citizenship or permanent residency status. Eligible applicants are responsible for submitting their own proposals. Applications from artists' representatives or agents will not be accepted.

Submission Requirements

Artists may submit proposals for **up to three existing three-dimensional artworks**. A separate and complete submission package must be provided for each proposed artwork. Each submission package must contain the following components:

- One file (e.g., Word or pdf) no larger than 2 MB that includes the following information:
 - 1) Cover page including the name of the artist, its coordinates (address, telephone, email) and artwork title;
 - 2) Description of the artwork, including:
 - a) Statement about the artwork (200 words maximum);
 - b) Images of the artwork (photographs, renderings, sketches);
 - c) Dimensions and materials;
 - d) Installation methods;
 - e) Suitable outdoor conditions for installation:
 - Is the artwork able to be displayed outdoors?
 - Will the artwork sustain winter conditions (ice, weight of snow, freezing rain, wind)?
 - How long can the artwork sustain exposure to outdoor weather conditions?
 - Does the artwork need to be monitored during its installation and dismantling for reasons of safety and/or security?
 - Does the artwork need to be monitored during its exhibition for reasons of safety and/or security?
 - On what surfaces can the artwork be installed?
 - Is the artwork freestanding, independent and operational at all time?
 - f) Maintenance methods for the duration of the exhibition (if applicable);
 - g) Dates of availability (e.g., from July 2020 to December 2021).
 - 3) Brief curriculum vitae (two pages maximum), detailing the experience as artist;
- Up to three (3) high quality images of the proposed artwork provided separately in JPEG or PNG format, not exceeding 1.5 MB per image.
- Completed and signed Offer of Services Form (see Annex « C »).

Technical Requirements

Proposed artworks must meet the following requirements, which will be evaluated as a first step by a technical committee in order to proceed to jury evaluation. Proposals that do not meet the stated requirements will be declared non-responsive.

- 1) The artwork must already exist, be three-dimensional, and be of a suitable scale for an outdoor public space.
- 2) The artwork must be able to withstand outdoor conditions and have few or no maintenance requirements.
- 3) The artwork must be freestanding and independently operational at all times.
- 4) The artwork and its elements must be safe for the public at all times.
- 5) The artwork must not include closed or confined spaces.

Selection Criteria

The jury will assess the following rated requirements. In order to be retained for the inventory, proposed artworks must achieve a minimum level of 60% of the available points in each of the rated categories. See Annex « B » for the detailed evaluation ratings.

- 1) Creativity and quality of design (40 points).
- 2) Visual presence and visitor engagement (40 points).
- 3) Respect for Installation Guidelines for Public Art Projects – see section below (20 points).

Once pre-qualified, all artworks retained in the inventory will be given consideration for each project. The selection of artworks will be made by a PCH internal committee who will consider the jury's initial scores along with operational requirements, namely, suitability for the designated site, weather conditions, and the duration of installation and/or proposed event.

Location

Specific sites are not identified as part of this Call for Proposals.

Installation Guidelines for Public Art Projects

The proposed artworks must meet the following requirements:

- 1) The artwork and all of its components must be designed with materials that withstand use in outdoor conditions such as rain, high wind and extreme temperatures for the duration of its installation. Artworks that are intended to be exhibited during winter months must also be able to withstand snow, freezing rain, and weight of snow for extended durations. All risks and liabilities, including normal deterioration of the artwork and its elements, or manufacturing defects, are the responsibility of the artist.
- 2) The artwork and all of its components must be freestanding and independently operational at all times. Any attachment to trees, park furniture or any other permanent structures is prohibited.
- 3) The artwork and all of its components must not pose any safety issue for the public. PCH reserves the right to restrict public access without prior notice. Hazardous materials are prohibited.
- 4) The artwork and all of its components where applicable, must minimize its environmental impact. For example, light-based artworks should use sustainable materials such as LED lighting or solar technology.

Note: Depending on the nature of the artwork, more specific instructions may form part of the contractual agreement between PCH and the artist.

Public Safety

The artwork installation must meet the highest standards for safety and be secure at all times for visitors. It should limit the possibility of falls from any part of the artwork or due to icy surfaces during winter, cuts from sharp edges, falls from tripping or climbing, or any other situation that could cause injury or threaten an individual's life or health. Care should also be taken to ensure that visitors feel they are in a safe and secure environment. Both day and night, time visibility for all areas and components of the installation should be considered, and there must not be closed or confined spaces.

Timelines

| | Event | Dates or Periods |
|---|--|--|
| 1 | Submission of artwork proposals | Until January 7 th , 2020, 4:00 p.m. (EST) |
| 2 | Request for enquiries | Until December 19 th , 2019, 4:00 p.m. (EST) |
| 3 | Notification of pre-qualification jury results/pre-qualified artwork inventory established | By February 29 th , 2020 |
| 4 | Period of pre-qualified outdoor exhibit and major events artwork inventory | March 2020 to December 2021 (with a possibility of a one-year extension) |

Roles and Responsibilities

PCH's obligations upon the selection of a pre-qualified artwork for a designated site:

- 1) Obtain all approvals required to carry out the project;
- 2) Give access to the site according to a predetermined schedule with the selected artist;
- 3) Provide available documents about the site to the Artist, if required, to assist with the installation;
- 4) Secure the site during installation and dismantling of the artwork;
- 5) Provide visibility to the project and the artist using PCH promotional tools and social media;
- 6) Install a bilingual sign close to the artwork;
- 7) Maintain the artwork in accordance with the artist's instructions; and,
- 8) Remain available for consultation for the duration of the project/installation.

Artist's obligations upon the selection of a pre-qualified artwork for a designated site:

- 1) Provide proof of Commercial General Liability Insurance to be maintained in force throughout the duration of the project for no less than \$2,000,000.00 (see Annex « F »);
- 2) Deliver the artwork and complete its installation by the specific date given by PCH;
- 3) Provide installation drawings and technical specifications for the artwork and its elements that have been approved and stamped by a structural engineer licensed in the province of Ontario or Quebec (depending on the location of the site) to ensure public safety;
- 4) Ensure that all materials used to create the artwork are safe and suitable for outdoor use over a two-year period;
- 5) Present an artwork that is safe and suitable for a public of all ages at all times;
- 6) Ensure the transportation, installation, dismantling and removal of the artwork;
- 7) Supervise the artwork by being on site for the duration of the installation and dismantling;
- 8) Provide all materials, tools and labour required to install and dismantle the artwork and pay all transportation costs for the artwork to and from the site (See Annex « D », Basis of Payment);
- 9) Remain liable for any damage to the artwork and its elements for the duration of the contract;
- 10) Dismantle and remove the artwork and all of its components by the specific date given by PCH; and,
- 11) Remain available for consultation for the duration of the project/installation.

Note: PCH reserves the right to request modifications to the artwork for security, universal accessibility or other reasons.

Copyright

The following copyright conditions apply to the project:

- 1) The Artist states that the artwork is his or her own original work;
- 2) The Artist ensures that the artwork does not infringe any intellectual property right of any third party and that it will be free and clear of any right, title or interest of any third party; and,
- 3) The Artist gives permission to PCH to exhibit, use, reproduce, publish, and make the artwork public in any media (including the Internet and social media), throughout the world, for the purposes of exhibition publicity the duration of the project/installation.

**ANNEX « B »
EVALUATION CRITERIA**

MANDATORY REQUIREMENTS

| ELIGIBILITY REQUIREMENTS | |
|---|--|
| M1 | Applicant must be a Canadian artist or design professional 18 years and over with Canadian citizenship or permanent residency status. |
| SUBMISSION REQUIREMENTS | |
| <p>All submissions will be reviewed to ensure that all required information listed in the Submission Requirements has been provided in the specified format. Incomplete submissions will not be considered further.</p> <p>Artists may submit up to three proposals.</p> | |
| M2 | <p>One file (e.g., Word or pdf) no larger than 2 MB containing the following information:</p> <ol style="list-style-type: none"> 1) Cover page including the name of the artist, its coordinates (address, telephone, email) and artwork title; 2) Description of the artwork, including: <ol style="list-style-type: none"> a) Statement about the artwork (200 words maximum); b) Images of the artwork (photographs, renderings, sketches); c) Dimensions and materials; d) Installation methods; e) Suitable outdoor conditions for installation: <ul style="list-style-type: none"> • Is the artwork able to be displayed outdoors? • Will the artwork sustain winter conditions (ice, weight of snow, freezing rain, wind)? • How long can the artwork sustain exposure to outdoor weather conditions? • Does the artwork need to be monitored during its installation and dismantling for reasons of safety and/or security? • Does the artwork need to be monitored during its exhibition for reasons of safety and/or security? • On what surfaces can the artwork be installed? • Is the artwork freestanding, independent and operational at all time? f) Maintenance methods for the duration of the exhibition (if applicable); g) Dates of availability (e.g., only from July 2020 to December 2021). 3) Brief curriculum vitae (two pages maximum), detailing the experience as artist. |
| M3 | Up to three (3) high-quality images of the proposed artwork provided separately in JPEG or PNG format not exceeding 1.5 MB per image |
| TECHNICAL REQUIREMENTS | |
| <p>All complete and eligible submissions will be reviewed by a technical committee in order to proceed to the jury evaluation. Proposals that do not meet the Technical Requirements will not be considered further.</p> | |
| M4 | <ol style="list-style-type: none"> 1) The artwork must already exist, be three-dimensional, and be of suitable scale for an outdoor public space. 2) The artwork must be able to withstand outdoor conditions and have few or no maintenance requirements. 3) The artwork must be freestanding and independently operational at all times. 4) The artwork and its elements must be safe for the public at all times. |

| | |
|--|--|
| | 5) The artwork must not include closed or confined spaces. |
|--|--|

RATED REQUIREMENTS

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

In order to be retained for the inventory, proposed artworks must achieve a minimum score of 60% of the available points in each of the rated requirements.

| RATED REQUIREMENTS – TO BE EVALUATED BY THE JURY | | Maximum scoring |
|---|--|--|
| R1 | Creativity and quality of design <ul style="list-style-type: none"> • Demonstrates originality of concept and composition (20 points) • Demonstrates quality in materials, finishes and execution (20 points) | /40 points (min. acceptable score 24 points) |
| R2 | Visual presence and visitor engagement <ul style="list-style-type: none"> • Includes element(s) that encourage visitors to engage with the artwork (20 points) • Has the potential to create a strong visual impact (20 points) | /40 points (min. acceptable score 24 points) |
| R3 | Installation Guidelines for Public Art Projects <ul style="list-style-type: none"> • Respects the <i>Installation Guidelines for Public Art Projects</i> (20 points) | /20 points (min. acceptable score 12 points) |
| TOTAL | | /100 points |

| SCORING GUIDELINES |
|---|
| Outstanding example of rated requirement – 90 to 100% of the allotted points |
| A sound example of rated requirement – 75 to 89% of the allotted points |
| Meets basic expectations of rated requirement – 60 to 74% of the allotted points |
| Falls short of basic expectations of rated requirement – 40 to 59% of the allotted points |
| Does not address PCH needs – 20 to 39% of the allotted points |
| Incomplete – 0 to 19% of the allotted points |

**ANNEX « C »
OFFER OF SERVICES**

| | |
|--|---|
| <i>(to be filled in by the Artist)</i> | |
| Artist's full legal name | |
| Artist coordinates | 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 (if applicable) | 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) | |
| Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant". | <p>Is the Artist a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <p>Is the Artist a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification".</p> |
| <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: _____ Date: _____ | |

ANNEX « D »

BASIS OF PAYMENT

1. Professional fees

Payment will not be offered for pre-qualified artworks that are retained in the inventory or for costs incurred in the preparation of the submissions.

Artists whose pre-qualified artworks have been selected for exhibition will receive a fee ranging from \$4,000.00 to \$20,000.00 (excluding applicable taxes) to cover costs and expenses for the transportation, installation, dismantling and removal of the artwork. These expenses also include but are not limited to exhibition fees, copyrights, commercial general liability insurance, structural engineer and other sub-contractor fees, plans and specifications, equipment and supplies.

The amount of the fee will depend on the duration of the exhibition, the site characteristics and other project requirements. Note that the fee WILL NOT vary according to costs entailed in transporting the existing artwork from its current location.

All travel costs for the artist including transportation, accommodation, meals, incidental expenses and parking fees will also be covered under this fee.

**ANNEX « E »
CHECKLIST**

A) CONTENT TO BE PRESENTED IN THE PROPOSAL

Have you included everything for each proposed artwork?

- 1. One file (e.g., Word or pdf) no larger than 2 MB that includes the following documents:
 - Cover page, including your name, coordinates (address, telephone, email) and artwork title;
 - Description of the artwork, including statement about artwork, images, dimensions, materials, installation methods, suitable outdoor conditions, maintenance methods, dates of availability;
 - Brief curriculum vitae (two pages maximum).
- 2. Up to three high quality images of the proposed artwork provided separately in JPEG or PNG format not exceeding 1.5 MB per image
- 3. Completed and signed Offer of Services Form (see Annex « C »)

All electronic files should be clearly named.

B) ENQUIRIES

Questions should be submitted via email as early as possible. Enquiries received after December 19, 2019 4:00 p.m. may not be answered. All enquiries and their replies will be posted on Buy and Sell site (www.buyandsell.gc.ca).

Please address your questions to:

Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management
Canadian Heritage
Telephone: 819-997-2389
Email: pch.contracts-contracting.pch@canada.ca

C) EMAIL ADDRESS TO SEND PROPOSALS

PCH.artpublic-publicart.PCH@canada.ca

Only proposals submitted by email will be accepted.

**ANNEX « F »
INSURANCE REQUIREMENTS**

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Canadian Heritage.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX « G »
BIRD'S EYE VIEW OF CANADA'S CAPITAL REGION



Artworks will be exhibited at locations across downtown Ottawa and Gatineau; however, specific sites are not identified as part of this Call for Proposals.

Applicants may wish to note that past exhibits have taken place at various locations, including Parliament Hill, Major's Hill Park, the ByWard Market, Confederation Park, Sparks Street, Alexandra Bridge, Montcalm-Taché Park, Jacques-Cartier Park, Canadian Museum of History, and the Bank of Canada Plaza.

PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into five (5) 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 | Certification and additional information; |
| Part 5 | 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 |
| Annex « F » | Insurance Requirements |
| Annex « G » | Bird's Eye View of Canada's Capital Region |

2. 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.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, artists must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Artist of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful artist is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c.. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Artist a FPS in receipt of a pension? **Yes () No ()**

If so, the Artist must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Artists agree that the successful Artist's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Is the Artist a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Artist must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Other information

If you have issues or concerns regarding the solicitation, you have the option of raising them with the Department or with the Office of the Procurement Ombudsman. The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$ 25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO, by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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).

Artists 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 (2018-05-22) 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: PCH.artpublic-publicart.PCH@canada.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. To be considered, proposals must meet the selection criteria.

3. Enquiries – Proposal Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than December 19th, 2019, 4:00 p.m. (EST). Enquiries received after that time may not be answered. Questions and answers will be posted on Buyandsell.gc.ca.

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.

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 artworks to be pre-qualified for the inventory. The final choice, number, programming and placement of artworks that have been selected for display is at the discretion of 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;
- (b) meet all the mandatory requirements (see Annex « B »); and
- (c) meet the minimum required score for each of the point rated criteria (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.

Artists 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 an artist 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 – CERTIFICATION AND ADDITIONAL INFORMATION

Artists must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Artists to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Artist is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Artist's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

Artists must submit the following duly completed certifications only if the artwork has been selected for exhibition, and PCH intends to enter into a contracting agreement.

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all artists **whose artwork has been selected for exhibition**, must fill out, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>).

1.2 Additional Certifications

1.2.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below must be submitted before contract award. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Artist of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

1.2.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Artist must provide the required documentation **if the artwork has been selected for exhibition, and PCH intends to enter into a contracting agreement.**

1.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Artist certifies that the Artist, and any of the Artist's members if the Artist is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Artist, or any member of the Artist if the Artist is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

PART 5 – 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 _____ 2020.

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

2035 (2018-06-21), General Conditions – Professional Services (Higher Complexity), apply to and form part of the Contract.

2.2 Copyright

The following copyright conditions apply to the project:

- 1) The Artist states that the artwork is his or her own original work;
- 2) The Artist ensures that the artwork does not infringe any intellectual property right of any third party and that it will be free and clear of any right, title or interest of any third party; and,
- 3) The Artist gives permission to PCH to exhibit, use, reproduce, publish, and make the artwork public in any media (including the Internet and social media), throughout the world, for the purposes of exhibition publicity the duration of the project/installation.

3. Period of the Contract

The period of the Contract is: *to be determined*.

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
E-mail: pch.contracts-contracting.pch@canada.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 in resulting contract.

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 all-inclusive price of *\$amount to be determined* (excluding applicable taxes).

5.2 Payments 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 per table at Annex « D » – Basis 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 _____ (name of the province).

9. Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

10. Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

11. Dispute Resolution Services

The parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Works and Government Services Act* and section 23 of the *Procurement Ombudsman Regulations*.

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, or by web at www.opo-boa.gc.ca.

12. 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 complainant respecting the administration of the 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.

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, or by web at www.opo-boa.gc.ca.

13. 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
- b. The general conditions - 2035 (2018-06-21), Professional Services (Higher Complexity)
- c. Annex « A », Statement of Work
- d. Annex « D », Basis of Payment
- e. Annex « F », Insurance Requirements
- f. Artist's proposal dated _____ 2020.

14. Insurance

The Artist must comply with the insurance requirements specified in Annex « F ». The Artist must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Artist from or reduce its liability under the Contract.

The Artist is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Artist's expense, and for its own benefit and protection.

The Artist must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.