



Call for Proposals

Title	Pre-Qualified Artwork Inventory for Outdoor Exhibits and Major Events Canada's Capital Region
Solicitation Number	10231921
Solicitation Date	2024-04-25
Solicitation closing date and time	2024-06-04 2:00PM EST
Contracting Authority	Stéphanie Dupel A/Procurement and Contracting Specialist Contracting and Materiel Management Financial Management Branch Department of Canadian Heritage / Government of Canada Email: contrats-contracting@pch.gc.ca

Proposal to Canadian Heritage We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Artist's Legal Name and Address (ensure the Artist's complete legal name is properly set out)	
Artist MUST identify the name and title of the individual authorized to sign on behalf of the Artist	Name: Title:
Telephone Number	
E-mail Address	

On behalf of the Artist, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Artist considers themselves and their 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

Signature of Authorized Representative of the Artist	Date

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 #10231921 to artpublic-publicart@pch.gc.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.



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



1. Summary

The Department of Canadian Heritage (PCH) is seeking professional Canadian artists who work with large-scale outdoor formats, including interactive and light installations. PCH wishes to showcase Canadian artistic excellence to enrich the visitor experience in Canada's Capital Region. This is an opportunity for artists to present their art in highly visible locations in downtown Ottawa and Gatineau. Artists' artworks that are retained in the inventory may be used for exhibitions at special events (such as Canada Day or Winterlude), or may be displayed at various locations in the National Capital Region for longer term exhibitions.

2. Debriefings

The Artist may request a debriefing on the results of the call for proposals. The Artist 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. To comply with Treasury Board policies and directives on contracts awarded to FPSs, 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 and no further consideration will be given.

Definitions

For the purposes of this clause, "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 FPSs 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Artist a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

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 adjustment program.

4. Other information

Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian Artists to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.



PART 2 – ARTISTS’ INSTRUCTIONS

2.1 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 (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference and form part of the bid solicitation.

2.2. Submission of proposals

Proposals must be submitted by e-mail only at the following address: artpublic-publicart@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. To be considered, proposals must meet the selection criteria.

2.3 Enquiries – Proposal Solicitation

All enquiries must be submitted in writing to the Contracting Authority at contrats-contracting@pch.gc.ca, no later than May 29, 2024 at 2:00 p.m. (EST). Enquiries received after that time may not be answered. Questions and answers will be posted on CanadaBuys.canada.ca.

2.4 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

3.1 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.

3.2 Basis of Selection

- 3.2.1 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 »).
- 3.2.2 Proposals not meeting above requirements will be declared non-responsive.
- 3.2.3 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.

4.1 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.

4.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Artists must provide with their bid, **if applicable**, the Integrity 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>), for their Proposal to be given further consideration in the procurement process.

Instruction to Artists: if applicable, complete the [Integrity declaration form - Government of Canada's Integrity Regime - Accountability - PSPC \(tpsgc-pwgsc.gc.ca\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) and send it to the PWGSC Departmental Oversight Branch. Further instructions are available on the site itself.

4.1.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. 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 specified will render the bid non-responsive and no further consideration will be given.



4.1.3 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Artist must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Instruction to Artists: Complete the [List of names for integrity verification form - Government of Canada's Integrity regime - Accountability - PSPC \(tps-gc-pwgsc.gc.ca\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) and submit it with your bid.

4.1.4 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](http://www.esdc.gc.ca) website.

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.

5.1 Statement of Work

The Artist must perform the Work in accordance with the Statement of Work (SOW) at Annex A.

5.2 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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

5.2.1 General Conditions

2035 (2022-12-01), General Conditions – Professional Services (Higher Complexity), apply to and form part of the Contract.

5.2.2 Copyright

The following copyright conditions apply to the project:

- a. The Artist states that the artwork is his or her own original work;
- b. 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,
- c. 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 for the duration of the project/installation.

5.3 Period of the Contract

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

5.4 Authorities

5.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Will be specified in resulting contract.



Contracting and Materiel Management
Financial Management Branch
Department of Canadian Heritage / Government of Canada

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.

5.4.2 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.

5.5 Payment

5.5.1 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).

5.5.2 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.

5.6 Invoicing Instructions

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.

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

5.7 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.

5.8 Applicable Laws

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

5.9 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.

5.10 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.

5.11 Dispute Resolution

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

5.12 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 (2022-12-01), 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 _____ 20XX. *(Will be specified in resulting contract)*



5.13 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.



ANNEX « A » STATEMENT OF WORK

1. Overview

The Department of Canadian Heritage (PCH) is seeking professional Canadian artists who work with large-scale outdoor format sculptures. PCH wishes to establish a pre-qualified inventory of existing artworks to be used for short- and long-term outdoor exhibits at highly visible locations in downtown Ottawa and Gatineau and for installations at major events.

2. Context

PCH's Art in the Capital Program features temporary outdoor art installations that aim to raise profile of Canadian public art in the urban spaces of Canada's Capital region by showcasing artworks by artists from across the country.

Public art installations are also presented at major events in the Capital organized by PCH, including Canada Day celebrations in July, Winter Lights Across Canada festivities throughout the winter holiday season, and the annual Winterlude festival in February. These events attract tens of thousands of visitors from across the country.

3. 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 for two years with a possibility of a one-year extension.

Once the artworks are pre-qualified, PCH may then select one or more artworks 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).

4. Location

Potential sites are located throughout downtown Ottawa and Gatineau; however, specific sites are not identified as part of this Call for Proposals. See Annex « G » for further details.



Examples of past projects sourced from previous Art Inventories:



Clockwise, starting from upper left:

“Alouette” by Brandon Vickerd, installed at Winterlude in February 2023.

“Our Shepherds” by Patrick Bérubé currently installed in the Byward Market.

“Deer” by Mathieu Gotti, installed for Canada Day 2019.

“When the Rubber Meets the Road” by Gerald Beaulieu, installed in 2023 at Lebreton Flats in collaboration with the National Capital Commission.



5. 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 feature urban and natural elements, providing opportunities for artworks of diverse styles, forms, materials and themes.

- 1) The artwork must be of a suitable scale for an outdoor public space.
- 2) The artwork must be of high quality and be in excellent condition.
- 3) The artwork should offer a strong visual presence both in the daytime and evening.
- 4) The artwork may integrate lighting or other elements requiring electricity.
- 5) The artwork may include interactive elements, such as sound, lights, games and moving parts.

6. Installation Guidelines

The artwork must be suited for outdoor display and safe for visitors.

- 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, capable of being securely installed on hard and grass surfaces, 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. It should limit the possibility of falls from any part of the artwork or due to icy surfaces during winter, falls from tripping or climbing, cuts from sharp edges, or any other situation that could cause injury or threaten an individual's life or health. PCH reserves the right to restrict public access without prior notice. Hazardous materials are prohibited.
- 4) The artwork and all of its components must not include any closed or confined spaces.



- 5) 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.

7. 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 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 for up to \$25,000 per artwork retained. The amount will be negotiated with the artist based on the CARFAC–RAAV (Canadian Artists Representation / Le front des artistes Canadiens–Le Regroupement des artistes en arts visuels du Québec) fee schedule and in accordance with project requirements and duration.

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

8. Eligibility Requirements

Applicant must be an artist or design professional 18 years and over who resides in Canada. Eligible applicants are responsible for submitting their own proposals. Artists' representatives or agents submitting proposals on behalf of artists must also adhere to the Submission Requirements below.

9. Submission Requirements

Artists or their representatives may submit proposals for **up to three (3) 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 (on both hard surfaces and grass).
 - e. Recommended maintenance methods for the duration of the exhibition, if applicable.
 - 3) Dates of availability (e.g., from February 2024 to February 2026).
 - 4) Description of suitability for outdoor conditions:
 - a. How long can the artwork sustain exposure to outdoor weather conditions?
 - b. Will the artwork sustain winter conditions (e.g., ice, weight of snow, freezing rain, wind)?
 - c. Does the artwork need to be monitored during its exhibition for reasons of safety and/or security?
 - d. Is the artwork freestanding and independently operational at all times?
 - 5) 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 2 MB per image.
- Completed and signed Offer of Services Form (see Annex « C »).

10. 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 not be considered further.

- 1) The artwork must already exist and be three-dimensional.
- 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.

Note that for installations intended for an extended duration, artworks that are durable, resilient, all-season, and do not have electronic components, will be prioritized.

11. Selection Criteria

The jury will assess the following rated requirements. 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 (20 points)
- 3) Visitor engagement (40 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.

12. 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.



ANNEX « B » EVALUATION CRITERIA

MANDATORY REQUIREMENTS

SUBMISSION REQUIREMENTS	
<p>All submissions will be reviewed to ensure that <u>all required information</u> 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>	
M1	<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 (on both hard surfaces and grass) e. Recommended maintenance methods for the duration of the exhibition, if applicable 3) Dates of availability (e.g., from February 2024 to February 2026) 4) Description of suitability for outdoor conditions: <ol style="list-style-type: none"> a) How long can the artwork sustain exposure to outdoor weather conditions? b) Will the artwork sustain winter conditions (e.g., ice, weight of snow, freezing rain, wind)? c) Does the artwork need to be monitored during its exhibition for reasons of safety and/or security? d) Is the artwork freestanding and independently operational at all times? 5) Brief curriculum vitae (two pages maximum), detailing the experience as artist.
M2	<p>Up to three (3) high-quality images of the proposed artwork provided separately in JPEG or PNG format not exceeding 2 MB per image</p>
M3	<p>Completed and signed Offer of Services Form (see Annex « C »).</p>



TECHNICAL REQUIREMENTS

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.

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.
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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 points of the available points in each of the rated requirements.

RATED REQUIREMENTS – SCORING GUIDELINES		Maximum scoring
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		
R1	Creativity and quality of design <ul style="list-style-type: none"> • Demonstrates originality of concept and composition (up to 20 points) • Demonstrates quality in materials, finishes and execution (up to 20 points) 	/40 points (min. acceptable score 24 points)
R2	Visual presence <ul style="list-style-type: none"> • Has the potential to create a strong visual impact (up to 20 points) 	/20 points (min. acceptable



		score 12 points)
R3	Visitor engagement <ul style="list-style-type: none">• Encourages visitors to engage with the artwork, e.g., presents photographic opportunities, includes interactive elements, prompts exploration (up to 20 points)• Is visually and/or thematically accessible to a general audience (up to 20 points)	/40 points (min. acceptable score 24 points)
TOTAL		/100 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>Integrity Provisions – Declaration</p>	<p>Integrity Declaration Form</p> <p>An Integrity declaration form must be submitted when one or more of the following conditions apply:</p> <ol style="list-style-type: none"> 1. the supplier has, in the past three years, been charged with or convicted of one of the offences listed in the <u><i>Ineligibility and Suspension Policy</i></u> (the “policy”); and/or 2. the supplier has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or 3. one of the supplier’s affiliates has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or 4. the supplier is unable to provide any of the certifications required by the <u>Integrity provisions</u> <p>Click here to complete the form and instructions for its submittal.</p>
<p>Integrity Provisions – Required Documentation</p> <p>(</p>	<p>List of names for integrity verification form</p> <p>Section 17 of the <u><i>Ineligibility and Suspension Policy</i></u> requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror’s organizational structure:</p> <ul style="list-style-type: none"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors - Privately owned corporations must provide a list of the owners’ names - Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures,



	<p>whether incorporated or not, must provide a complete list of the names of all owners</p> <ul style="list-style-type: none"> - Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p>
<p>By signing below, I certify, on behalf of the artist, that I have read the Call for Proposals (CFP) in its entirety, including the documents incorporated by reference in the CFP, and that :</p> <ol style="list-style-type: none"> 1. the artist considers that he/she has the skills and that his/her products are able to meet the mandatory requirements described in the CFP; 2. this submission is valid for the period required in the CFP; 3. all information provided in the bid is complete, true and accurate; and 4. if a contract is awarded to the Artist, the Artist will comply with all terms and conditions set out in the subsequent contract clauses in Part 7 of this document and included in the RFP. 	
Signature of authorized artist	
<p>Signature : _____</p> <p>Date : _____</p>	



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 up to \$25,000.00 (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 2 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 May 29, 2024, at 2:00 p.m. may not be answered. All enquiries and their replies will be posted on the CanadaBuys.canada.ca website.

Please address your questions to:

Stéphanie Dupel
A/Procurement and Contracting Specialist
Contracting and Materiel Management
Financial Management Branch
Department of Canadian Heritage / Government of Canada
Email: contrats-contracting@pch.gc.ca

C) EMAIL ADDRESS TO SEND PROPOSALS

artpublic-publicart@pch.gc.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 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 Public Works and Government Services Canada.
- 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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 the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. 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

A copy of the letter must be sent to the Contracting Authority. 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, the Bank of Canada Plaza, and LeBreton Flats.