



RFI-SEN-040 23/24

**Cultivating Perspectives 2023-2024**

Location:	Remote
Language Required:	English or French
Young Canada Works:	No
Telework:	Yes
Title:	Participant
Reports to:	Assistant Curator and Curator, Senate of Canada
Compensation:	\$500.00 payable at the end of the contract
Deadline:	November 30 <sup>th</sup> , 2023
Employment Type:	Contract

The Cultivating Perspectives program began in 2020 with the objective to increase the public's awareness of artwork on display at the Senate by highlighting artwork from across the country and to expand the regional reach of the Senate by engaging curators from across Canada.

This iteration of the program will feature nine (9) essays in total; three (3) different essays on each of the three (3) objects selected and that are displayed in the Senate. The aim of this approach is to improve the public's understanding of the Senate's material heritage through a dynamic and varied discourse around each object.

**Summary**

Applicants are invited to submit an essay on one of three objects on display at the Senate (see object selection below). Applications must identify the object selected and include a draft 500-word essay on the applicant's interpretation of the object. Applicants are encouraged to consider a variety of interpretations on their selected object, such as regional, museological, art historical (focus on artist or style), Canadian history or Parliamentary history, etc. The draft essay included in the application should focus on one approach to interpret the object.

The applications will be reviewed based on the quality of writing, regional representation and innovative interpretation approaches.

**Principal Duties and Responsibilities:**

- Review information on the selected artwork/artefact provided by the Senate
- Research the artwork/artefact for additional information as required
- Using a template provided, write a 500-word article that interprets the significance of the artwork/artefact for the general public as part of the application

- Work with the Senate project members to review edits to the text and submit a final draft by April 20<sup>th</sup>, 2024
- Ensure the tone and language is accessible for the general public and non-partisan
- Review edits made by Senate
- Submit final article by April 20<sup>th</sup>, 2024

### Position Requirements

- Substantial experience in a curatorial role and/or museum environment (minimum of 5 years experience)
- Strong communication skills in Official Language of choice

### Position Assets

- Knowledge of the Senate of Canada
- Knowledge of Canadian history
- Experience writing curatorial essays

The attached general terms and conditions shall for part of all resulting contracts.

### To Apply

Please send your cover letter, resume and application with subject line “Your Name – Cultivating Perspectives 2023 Application” to [Proc-appr@sen.parl.gc.ca](mailto:Proc-appr@sen.parl.gc.ca)

Thank you to all applicants for their interest. Only candidates selected for an interview will be contacted. The Senate of Canada is an equal opportunity employer and welcomes diversity in our workforce.

### Object 1 Information

Bust of the Honourable Cairine Wilson	
<i>Please contact <a href="mailto:perspectives@sen.parl.gc.ca">perspectives@sen.parl.gc.ca</a> to obtain an image of the object.</i>	
Title	<i>The Honourable Cairine Reay Wilson</i>
Artist/Manufacturer	Felix Weihs de Weldon (Austrian, American) Born: Vienna, Austria-Hungary, 1907 Died: Washington, D.C., The United States of America, 2003
Date	1939
Material/Medium	marble
Dimensions	H: 71cm W: 42cm D: 37cm
Ownership	Senate’s Artwork and Heritage Collection

## Object 2 Information

<i>Parts</i> by Carl Beam	
<i>Please contact <a href="mailto:perspectives@sen.parl.gc.ca">perspectives@sen.parl.gc.ca</a> to obtain an image of the object.</i>	
Title	<i>Parts</i>
Artist/Manufacturer	Carl Beam (Ojibwa culture, M'Chigeeng, Manitoulin Island) Born: M'Chigeeng, Manitoulin Island, Ontario, 1943 Died: Ottawa, Ontario, 2005
Date	c. 1995
Material/Medium	mixed media on paper
Dimensions	H: 92 cm W: 73cm
Ownership	Part of the National Capital Commission's Official Residences Crown Collection

## Object 3 Information

Paul Beau jardinière	
<i>Please contact <a href="mailto:perspectives@sen.parl.gc.ca">perspectives@sen.parl.gc.ca</a> to obtain an image of the object.</i>	
Title	<i>jardinière</i>
Artist/Manufacturer	Paul Beau (Canadian) Born: Montréal, Quebec, 1871 Died: Montréal, Quebec, 1949
Date	1920-1926
Material/Medium	brass
Dimensions	H: 27.5cm W: 32 cm D: 29 cm
Ownership	Senate's Artwork and Heritage Collection

## **PART 2 – RESULTING CONTRACT CLAUSES**

### **1. Assignment**

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate.

### **2. Indemnity Against Claims**

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of:
  - any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
  - any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments have been made by the Senate.

### **3. Termination of Agreement**

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate of Canada if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate of Canada upon a three (3) day written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a three (3) day written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

### **4. Records to be Kept by the Contractor**

- I. The Contractor shall keep proper accounts and records of the costs of work and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate but shall preserve and keep them available for audit and inspection for such a period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work.

### **5. Confidentiality**

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Contractor or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

## **6. Miscellaneous Restrictions or Implied Obligations**

- I. Under no circumstances shall the Contractor use any stationery with a Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

## **7. Conflict of Interest**

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate Contracting Authority.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

## **8. Amendments to the Agreement**

- I. No person other than the Senate Manager of Procurement or his designate can amend this agreement in any form. Any changes to the original agreement will be made in writing.

## **9. Inquiries and Communications**

- I. The contact person for all inquiries and other communications regarding contractual matters is xxxx, at 613-995-8888 or [Proc-Appr@sen.parl.gc.ca](mailto:Proc-Appr@sen.parl.gc.ca).
- II. The Project Manager to be contacted for all matters regarding the work to be carried out as described in the contract is xxxx at the phone numbers noted on page 1 of this contract.

## **10. Advertisement**

- I. The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed or goods provided to the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from future Senate opportunities.

## **11. Ownership of Work and Copyrights**

- I. Documents and information ("work") produced by the Contractor in the performance of this Contract, as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

## **12. Discrimination and Harassment in the Workplace**

- I. The Contractor declares that the Contractor, its Directors or Officers have not suffered any judgments with regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its Directors or Officers during the life of this Contract, the Senate reserves the right to immediately terminate the Contract. In such cases, the Senate shall only be liable for payment for goods already delivered and accepted or services already performed. No other costs or fees shall be due or payable by the Senate.

## **13. Security Accreditation Check**

- I. The Contractor will be responsible, in accordance with enhanced security requirements, to ensure that all employees of outside service providers that require access to the parliamentary precinct must be security cleared. Individuals that are not security cleared will be denied access. The Contractor is responsible to obtain security clearance from Corporate Security Directorate at 613-995-3838.

## **14. Health and Safety**

- I. The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:
  - a. Refraining or minimizing the use of scented products while in the Senate workplace;
  - b. Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
  - c. No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

If contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

## PART 3 – BASIS OF PAYMENT

### 1. Date of Completion of Work

- I. The Contractor shall, from xxxx to xxxx, perform and complete with care, skill, diligence and efficiency the work that is described in this document.

### 2. Contract Amount

- I. Subject to the terms and conditions of this contract and in consideration for the performance of the work, the Senate shall pay to the Contractor a sum not to exceed \$xxxx Canadian dollars, plus Applicable Taxes.

### 3. Basis of Payment

Resource Name	Lump sum
xxxx	\$xxxx

### 4. Invoicing

- I. The Contractor shall submit a monthly detailed invoice which must include:

- the invoice reference number;
- the invoice submission date;
- the month invoice is for;
- the contract reference number; and

- II. The Contractor's certified invoice shall be forwarded to:

by e-mail at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca)

or

Senate of Canada  
Finance and Procurement Directorate  
40 Elgin Street, 11<sup>th</sup> floor  
Ottawa, Ontario  
K1A 0A4 Canada

- III. The invoice must be reviewed and signed by the Senator or their delegated authority before payment is issued.

- IV. Payment by the Senate to the Contractor for work, or goods, shall be made:

- In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed, or the goods delivered and accepted, whichever date is the later;
- If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

### 5. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please send an e-mail to request a direct deposit form at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca).
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

## **6. Sales Taxes**

- I. The Applicable Taxes are not included in the contract amount.
- II. The Applicable Taxes must be listed as a separate line item on all invoices.
- III. The Applicable Taxes and Business Registration Number must be listed as a separate line item on all invoices.

## **7. Interest on Overdue Accounts**

For the purpose of this section:

- I. An amount is “due and payable” when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. “Date of payment” means thirty (30) days from the date of receipt of the invoice at the Senate.
- IV. The “Bank Rate” shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.