

## Call for Proposals

# *Dream* - Temporary Interactive Artistic Installation

From May 2017 to March 2018

Canada's Capital Region

**Request Number:** 10161273-A

**Request Date:** January 23, 2017

**Project Title:** *Dream* - Temporary Interactive Artistic Installation

**Project Site:** Portage Bridge Plaza, Ottawa, Ontario

**Project Date:** March 1<sup>st</sup> 2017 to March 31<sup>st</sup>, 2018

**Request for Enquiries:** until February 13, 2017, 4:00 p.m., EST

**Closing Date for Submissions:** February 20, 2017, 4:00 p.m., EST

**Exhibition Dates of the Artistic Installation:** from May 2017 to March 2018

**Budget :** \$35,000.00 (excluding applicable taxes)

### Address Enquiries

Line Séguin

Procurement and Contract Specialist

Contracting and Materiel Management

Canadian Heritage

Telephone: 819-997-2389

Email: [pch.contracts-contracting.pch@canada.ca](mailto:pch.contracts-contracting.pch@canada.ca)

### Period of contract

The Department of Canadian Heritage (PCH) has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A".

The contract period is from March 1<sup>st</sup> 2017 to March 31<sup>st</sup>, 2018.

### Submissions of proposals

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

**10161273-A – *Dream*** to: [PCH.artpublic-publicart.PCH@canada.ca](mailto:PCH.artpublic-publicart.PCH@canada.ca).

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

Only electronic proposals will be accepted.

ANNEX A  
STATEMENT OF WORK

# *Dream*



Call for Proposals

## *Dream* - Temporary Interactive Artistic Installation

From May 2017 to March 2018

Canada's Capital Region

**Note that, in this document**

- The term **Team or bidder** includes groups or teams made with a minimum of an artist and an architect and could be a collective, a firm, a group of artists, architects, landscape architects, industrial designers, and any other Canadian design professionals.
- The term **Work or Artistic Installation** includes the proposed concept or the existing work.

## Introduction

In 2017, thousands of Canadians and visitors will come to Canada's Capital to celebrate Canada's 150<sup>th</sup> birthday. This is a great opportunity to present a temporary interactive artistic installation in the heart of Canada's Capital Region. This work, selected by a jury of experts, must include interactive elements to invite the participation of the public under the theme *Dream*. It will highlight the Canadian arts scene and the great creativity and innovation of Canadians. It will become a symbol that represents our history, our collective memory and the multiple identities that have shaped our country since its creation.

## Context

This project is part of the [Art in the Capital](#) program designed to enhance the visibility of public artworks in Canada's Capital Region's urban spaces. The selected artwork or artistic installation will be presented on the Plaza of Portage Bridge that links Ontario and Quebec.

## Objectives

A working team composed of at least one artist and one architect will be selected by a jury for the presentation of a temporary interactive public artwork under the theme *Dream*.

Canadian Heritage (PCH) is inviting teams to propose concepts or existing works inspired by or demonstrating a link with the celebrations of Canada 150, the theme *Dream* and multiple visitor engagement possibilities. The concept of dream is broad and PCH encourages artists and architects to rethink and revisit this theme, to surprise and push boundaries, playing with size and scale.

### Thematic Considerations:

- The work could be existing and appropriate for the project OR be produced in a short timeframe;
- The work should be inspired by the thematic of dream in its concept and/or in its public interaction;
- The work must include an element or elements that engage the public; interaction either by new technologies, physical interaction, voice, sound, lights, games, etc.;

### Technical Considerations:

- The work must be freestanding and independently operational at all times;
- The work must avoid closed or confined spaces;
- The work must be able to withstand outdoor conditions for a one-year period.

## Rated Elements

See Annex B for the detailed evaluation grid

- Creativity, quality and thematic inspiration of concept or existing work (25 points)
- Public experience of interactive concept (20 points)
- Public safety, normal wear and tear and durability of materials (30 points)
- Installation Guidelines for Public Art Projects (25 points)

## Site

Situated on [Confederation Boulevard](#), the site offers views of the Parliament Buildings and the Ottawa River, as well as the cities of Ottawa and Gatineau. It is near the Portage Bridge that connects both sides of the Ottawa River, joining Quebec and Ontario. The site is accessible via a pedestrian walkway and, a bike path and is located above two outdoor public art galleries in pedestrian tunnels.



Characteristics of the proposed site:

- Provides high visibility to public artworks
- Easily accessible for pedestrians and cyclists
- Proximity to Confederation Boulevard
- Positioned near tourist locations
- Flat and paved
- Proximity to public art galleries in pedestrian tunnels
- Accessible with a telescopic forklift truck for installation

\*Note that this site is secluded at night and might be favorable to unsolicited gatherings. Please avoid closed or confined space in your concept.

See **Annex F** – Proposed Site and **Annex G** – Canada’s Capital Region

## Installation Guidelines for Public Art Projects

- a) The work, its elements and their installation methods must be approved by a structural engineer licensed in the province of Ontario to ensure public safety (once a winning design is chosen);
- b) The work and its elements must be designed with materials that withstand continuous use and outdoor conditions for the duration of the project (May 2017 to March 2018). *PCH accepts no liability for normal deterioration of the work and its elements, or for manufacturing defects;*
- c) The work and all of its components must be freestanding. Any attachment to trees, park furniture or any other permanent structures is prohibited;
- d) The work and its elements must be safe for the public at all times. PCH reserves the right to restrict public access without prior notice. Hazardous materials are prohibited;
- e) The maximum height of the elements must not exceed 15 feet;
- f) 15-amps electricity for 120 volts will be supplied for installation equipment during the installation and for the duration of the exhibition;
- g) The plaza can support the load of crowds and the weight of one or more objects for a load of 100 pounds/ft<sup>2</sup> in total. As needed, objects can also be safely anchored to this surface (confirmation to be provided by the team’s engineer);
- h) Heavier objects may require a new foundation to be built on top of existing surface structures (confirmation to be provided by the team’s engineer);
- i) Depending on the nature of the proposals, more specific instructions may form part of the contract with the winning team.

## Public Safety

*The artistic installation must meet the highest standards for safety and be secure in all time for visitors. It should limit the possibility of falls from any part of the work or due to icy surface 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 of all areas of the installation should be consider, and confined areas be avoid.*

## Deliverables and Timeline

Deliverables / Events		Dates or Periods
1	Submission of enquiries	Before February 13, 2017, 4:00 p.m. (EST)
2	Submission of proposals	Until February 20, 2017, 4:00 p.m. (EST)
3	Team selection by jury	February 27, 2017
4	Final drawings and specs	March 20, 2017
5	Regular project updates with PCH	From March 20 to May 31, 2017
6	Work Installation by the team	Between May 1-31, 2017 <i>(date to be determined with the selected team))</i>
7	Exhibition of the work	From May 2017 to March 2018
8	Communication between team and PCH (as necessary)	Duration of the project
9	Dismantlement and pick-up of the work by the team	Between March 1 <sup>st</sup> and March 31 <sup>st</sup> , 2018 <i>(date to be determined with the selected team)</i>

## Roles and Responsibilities

### Obligations of PCH

- a) Obtain all of the approvals required to carry out the project;
- b) Give access to the site according to a predetermined schedule with the selected team;
- c) Secure the site during installation and dismantling of the work;
- d) Provide visibility to the project and the team using PCH promotional tools;
- e) Present the work from May 2017 to March 2018;
- f) Install a bilingual sign close to the work;
- g) Maintain the work in accordance with the team's instructions;
- h) Remain available for consultation for the term of the project.

### Obligations of the Selected Team

- a) Ensure the creation of an interactive concept inspired by the theme *Dream (the work or artistic installation could be existing and appropriate for the project)*;
- b) Ensure the fabrication and installation (in a short timeframe) as well as the dismantling and removal of the Work according to an established schedule in the contract;
- c) Provide all materials, tools and labour required to install the Work and pay all transportation costs for the Work (See Annex D, Basis of Payment);
- d) Provide regular updates to PCH including photo-documentation, during the different phases of the project (materials purchase, work fabrication, installation and dismantling);
- e) Provide installation drawings and technical specifications of the Work including an Ontario Engineer Stamp;
- f) Present an artwork that is safe and suitable for a public of all ages at all times;
- g) Produce a maintenance-related lifecycle plan for the Work for the duration of the project;
- h) Present a detailed budget of the project;
- i) Respect tight timelines and *Installation Guidelines for Public Art Projects*;
- j) Deliver the Work and complete its installation by May 31<sup>st</sup>, 2017 (see details in Annex D, Basis of Payment);
- k) The artist is responsible for any damage to the work and its elements during the fabrication, transport, installation and dismantling phases;
- l) Dismantle and remove the Work and all of its components in March 2018;
- m) Remain available for consultation for the term of the project.

*Note: PCH reserves the right to request changes to the Work for security, universal accessibility or other reasons.*

## ANNEX B EVALUATION CRITERIA

### MANDATORY REQUIREMENTS

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

<b>MANDATORY REQUIREMENTS</b>	
CONTENT TO INCLUDE IN PROPOSAL	
The team <u>must</u> provide the following information in the proposal:	
M1	A cover page including: <ul style="list-style-type: none"> <li>a) The title of this Call for Proposals « <b>10161273-A – Dream</b> »</li> <li>b) The name and coordinates (address, telephone, email) of the team leader</li> </ul>
M2	A description of the artistic process (two pages maximum)
M3	A brief description of a maximum of three (3) past projects (individual or collective), including: <ul style="list-style-type: none"> <li>a) Details about projects completed (title, medium, dimensions, site and date)</li> <li>b) Visual documents</li> </ul>
M4	A description of the <u>proposed concept</u> or <u>existing work</u> , including: <ul style="list-style-type: none"> <li>a) Title</li> <li>b) Link with thematic <i>Dream</i></li> <li>c) Materials</li> <li>d) Sketches and visual documents</li> <li>e) Installation methods</li> <li>f) Detailed budget</li> <li>g) Maintenance methods for the duration of the exhibition</li> </ul>
M5	A <u>brief</u> résumé (two pages maximum) of every team member (must include an artist and an architect).

## RATED REQUIREMENTS

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

Rated elements and scoring:

RATED REQUIREMENTS			Maximum scoring
R1	<p><b>Creativity, quality and thematic inspiration of <u>concept</u> or <u>existing work</u></b></p> <p>Does the proposal:</p> <ul style="list-style-type: none"> <li>• Demonstrate creativity and include quality elements through its concept and/or in its public interaction?</li> <li>• Take its inspiration by the theme of dream in abroad sense?</li> </ul>	<p>Based on the proposal presented by the team, the jury will award a maximum of twenty-five (25) points on these two (2) elements:</p> <ol style="list-style-type: none"> <li>1. Creativity and quality of concept or existing work (15 points)</li> <li>2. Thematic inspiration (10 points)</li> </ol>	/25 points
R2	<p><b>Public experience of interactive concept</b></p> <p>Does the proposal:</p> <ul style="list-style-type: none"> <li>• Include a quality element or elements in the concept that engage the public; interaction either by new technologies, physical interaction, voice, sound, lights, games or other element?</li> </ul>	<p>Based on the proposal presented by the team, the jury will award a maximum of twenty (20) points for this criterion.</p> <ol style="list-style-type: none"> <li>1. Interactive experience (20 points)</li> </ol>	/20 points
R3	<p><b>Public safety, normal wear and tear and durability of materials</b></p> <p>Is the proposal:</p> <ul style="list-style-type: none"> <li>• Safe for the public in all time?</li> <li>• Resistant to normal wear and tear from public participation?</li> <li>• Using materials that are durable for outdoor use over a one-year period?</li> </ul>	<p>Based on the proposal presented by the team, the jury will award a maximum of thirty (30) points on these three (3) elements:</p> <ol style="list-style-type: none"> <li>1. Safe concept (10 points)</li> <li>2. Normal wear and tear (10 points)</li> <li>3. Durability of materials (10 points)</li> </ol>	/30 points
R4	<p><b>Installation Guidelines for Public Art Projects</b></p> <p>Does the proposal:</p> <ul style="list-style-type: none"> <li>• Respect the <i>Installation Guidelines for Participatory Public Art Projects</i> presented in Statement of Work?</li> </ul>	<p>Based on the proposal presented by the team and the requirements described in section 6 of the Statement of Work, the jury will award a maximum of twenty-five (25) points for this criterion.</p> <ol style="list-style-type: none"> <li>1. Respect of <i>Installation Guidelines for Public Art Projects</i> (25 points)</li> </ol>	/25 points
<b>TOTAL</b>			<b>/100 points</b>

**ANNEX C  
OFFER OF SERVICES**
**CALL FOR PROPOSALS 10161273-A  
PUBLIC ART PROJECT: *Dream***

<i>(to be filled in by the Artist)</i>	
<b>Artist's full legal name</b>	
<b>Team Lead</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Procurement Business Number (PBN)</b> <i>(see the Standard Instructions 2003)</i>	
<b>GST/HST number</b>	
<b>Tax rate to be charged on any resulting contract</b>	Specify percentage: _____ %
<b>Jurisdiction of Contract:</b> Province in Canada the Artist wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<p>On behalf of the Artist, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Artist considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>	
<b>Signature of Authorized Representative of the Artist</b>	
Signature and Date : _____	

## ANNEX D BASIS OF PAYMENT

The Contract will be awarded to the Artist, Architect, Firm or Designated team leader and will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

### 1. Professional fees

The team will receive a fee of \$35,000.00 (excluding applicable taxes) to cover all costs and expenses related to the project, including but not limited to, the creation of a concept or an existing work, copyrights, technical plans, materials, transportation of material and team members, labour, fabrication, installation, dismantling and removal of the artistic installation.

All travel costs for the team (including all trips, meal allowances, per diem), all parking costs, equipment, tools, machinery, supplies, vehicles, if need be, are part of the professional fees.

### 2. Accommodation

PCH will provide accommodations for the selected team to a maximum of four (4) nights\* for the installation in May 2017. Please note that hotel reservations and payment will be done directly by PCH. Hotel parking costs are paid by the team.

\* Note: All cancellation or no-show costs at the hotel selected by PCH will be charged to the artist. The artist is responsible for notifying the technical authority within a reasonable time of any planned changes to bookings.

Deliverables / Events		Dates or Periods	Payments
1	Submission of enquiries	Before February 13, 2017, 4:00 p.m. (EST)	N/A
2	Submission of proposals	Until February 20, 2017, 4:00 p.m. (EST)	N/A
3	Team selection by jury	February 27, 2017	N/A
4	Design concept, Specs preparation and final plans (engineering costs, designer, technician...)	March 20, 2017	\$8,000.00
5	Purchase of materials	March 20 to March 31, 2017	\$10,000.00
6	Regular project updates to PCH including photo-documentation link to materials purchase and work fabrication	March 20 to May 31, 2017	N/A
7	Fabrication of the Work	Until May 1 <sup>st</sup> , 2017	\$7,000.00
8	Work Installation by the team	5 business days - Between May 1-31, 2017 <i>(date to be determined with the selected team)</i>	\$6,000.00
9	Exhibition of the work	From May 2017 to March 2018	N/A
10	Communication between team and PCH (as necessary)	Duration of the project	N/A
11	Dismantlement and pick-up of the work by the team	3 business day - Between March 1-31, 2018 <i>(date to be determined with the selected team)</i>	\$4,000.00
<b>Total of payments</b>			<b>\$35,000.00</b>

## ANNEX E CHECKLIST

### A) CONTENT TO BE PRESENTED IN THE PROPOSAL:

Please identify the proposal: **10161273-A – Dream**

Have you included everything?

- 1. The name and coordinates (address, telephone, email) of the team leader;
- 2. A description of the artistic process;
- 3. A brief description of a maximum of three past projects (individual or collective);
- 4. A description of the proposed concept or existing work (including title, link with thematic, materials, sketches, detailed budget, and installation and maintenance methods);
- 5. A brief résumé (two pages maximum) of each member of the team \*must include an artist and an architect;
- 6. The completed “Offer of Services” Form (see Annex C).

### B) TIMELINE:

Deliverables / Events	Dates or Periods
Submission of enquiries	Before February 13, 2017, 4:00 p.m. (EST)
Submission of proposals	Until February 20, 2017, 4:00 p.m. (EST)
Final drawings and specs	March 20, 2017
Work Installation by the team	Between May 1-31, 2017
Exhibition of the work	From May 2017 to March 2018
Dismantlement and pick-up of the work by the team	March 2018

### C) ENQUIRIES:

Line Séguin  
Procurement and Contract Specialist  
Contracting and Materiel Management  
Canadian Heritage  
Telephone: 819-997-2389  
Email: [pch.contrats-contracting.pch@canada.ca](mailto:pch.contrats-contracting.pch@canada.ca)

### D) EMAIL ADDRESS TO SEND PROPOSALS:

[PCH.artpublic-publicart.PCH@canada.ca](mailto:PCH.artpublic-publicart.PCH@canada.ca)

**Only proposals submitted by email will be accepted.**

## PART 1 – GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into four (4) parts plus annexes, as follows:

Part 1	General Information: provides a general description of the requirement;
Part 2	Artists' Instructions: provides the instructions, clauses and conditions applicable to the call for proposals;
Part 3	Evaluation procedures and basis of selection;
Part 4	Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
Annex « A »	Statement of Work
Annex « B »	Evaluation Criteria
Annex « C »	Offer of Services
Annex « D »	Basis of Payment
Annex « E »	Check List
Annex « F »	Proposed Site
Annex « G »	Canada's Capital Region

### 2. Summary

Canadian Heritage (PCH) is inviting teams to propose concepts or existing works inspired by or demonstrating a link with the celebrations of Canada 150, the theme *Dream* and multiple visitor engagement possibilities. The concept of *Dream* is broad and PCH encourages artists and architects to rethink and revisit this theme, to surprise and push boundaries, playing with size and scale.

A working team composed of at least one artist and one architect will be selected by a jury for the presentation of a large-scale interactive public artwork under the theme *Dream*. The Work will be presented from May 2017 to March 2018, on Portage Bridge Plaza, Ottawa.

### 3. Debriefings

The Artists may request a debriefing on the results of the call for proposals. The Artists should make the request to the Contracting Authority within 15 working days of receipt of the results of the call for proposals. The debriefings may be in writing, by telephone or in person.

### 4. 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, bidders 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 Bidder 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 bidder 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 Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?  
**Yes** ( ) **No** ( )

If so, the Bidder 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.

## **5. 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](mailto: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](http://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).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) 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](mailto: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 February 13, 2017, 4:00 p.m. (EST). Enquiries received after that time may not be answered. Questions and answers will be sent by e-mail to all Artists.

### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Artists may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made (see annex « C »), it acknowledges that the applicable laws specified are acceptable to the Artists.

### **5. Basis for Canada’s Ownership of Intellectual Property**

The Department of Canadian Heritage has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to the Artist who will grant the Crown a royalty-free, non-exclusive perpetual license and without territorial limitation to use pictures and videos of the work for non-commercial promotion purposes.

## PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Proposals will be assessed in accordance with the entire requirement of the call for proposals (mandatory and rated requirements – see annex «B»).
- (b) An evaluation team (jury) made up of Canadian representatives, arts, culture and artistic programming professionals will select the winning designs. The final choice, number, placement of works and programming is at the discretion of the members of the jury and PCH.

### 2. Basis of Selection

2.1 To be declared responsive, a proposal must:

- (a) comply with all the requirement of the call for proposals; and
- (b) meet all the mandatory requirements (see annex « B »).

2.2 Proposals not meeting above requirements will be declared non-responsive.

2.3 Responsive proposal obtaining the highest score will not be necessarily selected.

Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

## PART 4 – CERTIFICATION AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders 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 Bidder 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 Bidder'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 with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 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 Bidder 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.

### **2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder 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 \_\_\_\_\_ 2017.

### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

#### **2.1 General Conditions**

2010B (2016-04-04), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

#### **2.2 Supplemental General Conditions**

Clause 2010B-19 (2016-04-04) - Copyright is deleted and replaced by 4006 (2010-08-16), «Contractor to Own Intellectual Property Rights in Foreground Information».

### **3. Period of the Contract**

The period of the Contract is from March 1<sup>st</sup>, 2017 to March 31<sup>st</sup>, 2018.

#### **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.contrats-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 at contract award.*

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **5. Payment**

##### **5.1 Basis of Payment**

Professional fees: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all-inclusive price of \$35,000.00 (excluding applicable taxes. See Annex "D" for all details.

##### **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 understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the

proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.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 supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.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 supplemental general conditions 4006 (2010-08-16) – Intellectual Property
- c. The general conditions - 2010B (2016-04-04), Professional Services (Medium Complexity);
- d. Annex « A », Statement of work;
- e. Annex « D », Basis of Payment;
- f. Artist's proposal dated \_\_\_\_\_ 2017.