

Call for Proposals
Movement – Illuminated work
Canada's Capital Region

Request Number: 10171912

Request Date: January 10, 2018

Project Title: Movement – Illuminated work (existing)

Project Site: Alexandra Bridge Plaza, Ottawa, Ontario

Period of contract: March 2, 2018 to May 31st, 2020

Request for Enquiries: until January 24, 2018

Closing Date for Submissions: January 30, 2018, 2:00 p.m., EST

Budget: \$12,000.00 (excluding applicable taxes)

Address Enquiries

Line Séguin

Procurement and Contract Specialist

Contracting and Materiel Management

Canadian Heritage

Telephone: 819-997-2389

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

Submissions of proposals

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

Movement to: PCH.artpublic-publicart.PCH@canada.ca.

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

Only electronic proposals will be accepted.

ANNEX A STATEMENT OF WORK

Introduction

The Department of Canadian Heritage (PCH) is seeking professional Canadian artists who work with large-scale formats and lighting 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 showcase their existing work in a highly visible and spectacular location. A light installation under the theme *Movement* will offer a fascinating visual experience that encourages visitor engagement and transforms the space where the work is installed.

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 will be presented on the Alexandra Bridge Plaza, opposite the National Gallery of Canada in Ottawa.

Objectives

An existing illuminated artwork will be selected by a jury to be exhibited for a period of up to 2 years (Spring 2018 to Spring 2020) under the theme *Movement*.

PCH is inviting artists to propose an **existing illuminated artwork** that embodies the theme of Movement. This broad theme allows artists to consider various approaches to the installation – such as dynamism of colour and composition, play of light and shadow, interaction between artwork, site and viewer – with the objective of creating an engaging visitor experience.

Artistic Considerations

- The work should express the theme of *Movement* through the creative and well integrated use of light.
- The work should encourage viewer engagement, and may include interactive elements, such as voice, sound, lights, and games.
- The work should offer a strong visual presence, in the day and evening.
- The work should make maximum use of the site, while complementing existing views.

Technical Requirements

Proposals must meet the following requirements, which will be evaluated by a technical committee before being submitted to the jury for evaluation. Proposals that do not meet these requirements will not be considered further.

- The work must already exist and be readily adaptable to the site.
- The work must be illuminated, i.e., light features are an integral feature of the design.
- The work must be able to withstand outdoor conditions for a two-year period.
- The work must be freestanding and independently operational at all times.
- The work and its elements must be safe for the public at all times.
- The work must not include closed or confined spaces.

Selection criteria

The jury will rate the following criteria. The proposal with the highest overall rating will be recommended for award of a contract. *See Annex B for the detailed evaluation ratings.*

- Creativity, site suitability and expression of theme (30 points)
- Visitor engagement and visual presence (20 points)
- Sensitivity to the environment and suitability of materials (25 points)
- Installation Guidelines for Public Art Projects (25 points)

Location

The site is prominently located at the foot of Major's Hill Park alongside the Alexandra Bridge, which links Ontario and Québec. Situated opposite from the National Gallery of Canada, the site lies on the Capital's main visitor circuit. With an estimated 2,000 pedestrians, 1,300 cyclists and 15,000 vehicles passing daily, this public space offers great potential to attract and engage visitors. The site is a scenic gem that boasts beautiful views of the Ottawa River, the Parliament Buildings, the National Gallery of Canada and the Canadian Museum of History. See annexes G, H and I for more details.

Site Characteristics

- High pedestrian and vehicular traffic
- Positioned near several major tourist locations (National Gallery of Canada, Canadian Museum of History, Byward Market, Major's Hill Park)
- Easily accessible for pedestrians and cyclists
- Dramatic views from the site
- Site visible from several key viewpoints
- Universal access ramp
- Electricity available
- Street lighting
- Flat and paved, with a circular concrete base on the site that may be used as a plinth (see dimensions in Annex G)

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

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 (responsibility of artist);
- b) The work and its elements must be designed with materials that withstand continuous use and outdoor conditions (rain, high wind, high and cold temperatures, snow, freezing rain, weight of snow) for the duration of the project (April 2018 to May 2020). PCH accepts no liability for normal deterioration of the work and its elements, or for manufacturing defects. It is the responsibility of the artist;
- c) The work and all of its components must be freestanding and independently operational at all times. Any attachment to trees, park furniture or any other permanent structures is prohibited;
- 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) 20-amps electricity for 120 volts by electrical box will be supplied for installation equipment (for example, lighting, music, and electronic devices) during the installation and for the duration of the exhibition.
- f) The maximum height of the elements must not exceed 20 feet in order to respect of the National Capital Commission view protection guidelines;
- g) Heavier objects may require a new foundation to be built on the top of existing surface structures (confirmation to be provided by the engineer) (responsibility of artist);
- h) Depending on the nature of the proposals, more specific instructions may form part of the contract with the winning artist.

Public Safety

The artistic installation must meet the highest standards for safety and be secure at all times for visitors. It should limit the possibility of falls from any part of the work or due to icy surfaces during winter, cuts from sharp edges, falls from tripping or climbing, or any other situation that could cause injury or threaten an individual's life or health. Care should also be taken to ensure that visitors feel they are in a safe and secure environment. Both day and night time visibility of all areas of the installation should be considered, and confined areas be avoided.

Deliverables and Timeline

Deliverables / Events		Dates or Periods
1	Submission of artwork proposals	Until January 30, 2018, 2:00 p.m. (EST)
2	Selection of artwork by jury	By February 28, 2018
3	Scheduling of the installation of the artwork with the artist	Week of March 5, 2018
4	Installation of artwork by the artist	By April 27, 2018
5	Exhibition of the artwork	From April 2018 to May 2020
6	Communication between the artist and PCH (as necessary)	Duration of the project
7	Dismantling and pick-up of the work by the artist	By May 2020 <i>(date to be determined with the artist)</i>

Roles and responsibilities

PCH's Obligations

- 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 artist;
- c) Secure the site during installation and dismantling of the work;
- d) Provide visibility to the project and the artist using PCH promotional tools;
- e) Present the work from April 2018 to May 2020;
- f) Install a bilingual sign close to the work;
- g) Maintain the work in accordance with the artist instructions; and,
- h) Remain available for consultation for the duration of the project.

Artist's Obligations

- a) Ensure the transportation, installation, dismantling and removal of an existing public art work;
- b) 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);
- c) Provide installation drawings and technical specifications of the Work including an Ontario Engineer Stamp;
- d) Present an artwork that is safe and suitable for a public of all ages at all times;
- e) Produce a maintenance-related lifecycle plan for the Work for the duration of the project;
- f) Supervise the work by being on site throughout the installation;
- g) Respect tight timelines and *Installation Guidelines for Public Art Projects*;
- h) Deliver the Work and complete its installation by April 27, 2018 (see details in Annex D, Basis of Payment);
- i) Remain liable for any damage to the work and its elements during the transport, installation and dismantling phases;
- j) Dismantle and remove the Work and all of its components in May 2020;
- k) Ensure that all of the materials used to create the work are safe and suitable for outdoor use over a two-year period; and,
- l) Remain available for consultation for the duration 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

CONTENT TO INCLUDE IN PROPOSAL	
The artist <u>must</u> provide the following information in the proposal:	
M1	A cover page including: The name and coordinates (address, telephone, email) of the artist
M2	A description of the artistic process (one page maximum)
M3	A brief description of a maximum of three (3) past projects (individual or collective), including: a) Details about projects completed (title, medium, dimensions, site and date) b) Visual documents
M4	A description of the proposed work, including: a) Title b) Link with the theme 'Movement' c) Materials d) Sketches and visual documents e) Installation methods f) Maintenance methods for the duration of the exhibition
M5	A <u>brief</u> résumé (two pages maximum).
OTHER MANDATORY REQUIREMENTS – TO BE EVALUATED BY A TECHNICAL COMMITTEE	
M6	Also, to be considered valid, proposals <u>must</u> meet all the following mandatory requirements: <ul style="list-style-type: none"> • The work must already exist and be readily adaptable to the site. • The work must be illuminated, i.e., light features are an integral feature of the design. • The work must be able to withstand outdoor conditions for a two-year period. • The work must be freestanding and independently operational at all times. • The work must not include closed or confined spaces. • The work and its elements must be safe for the public at all times.

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 – TO BE EVALUATED BY THE JURY			Maximum scoring
R1	<p>Creativity, quality and thematic inspiration of existing work</p> <p>Does the proposed work:</p> <ul style="list-style-type: none"> • Demonstrate a creative and well integrated use of light using quality elements throughout its concept? • Complement and activate the site? • Reflect the theme of movement in a broad sense? 	<p>Based on the proposal presented by the artist, the jury will award a maximum of thirty (30) points on these three (3) elements:</p> <ol style="list-style-type: none"> 1. Creativity and quality of work (10 points) 2. Site suitability (10 points) 3. Thematic inspiration (10 points) 	/30 points
R2	<p>Visitor experience</p> <p>Does the proposed work:</p> <ul style="list-style-type: none"> • Include element or elements in the concept that encourage visitors to engage with the work? • Attract visitors during both the daytime and evening? 	<p>Based on the proposal presented by the artist, the jury will award a maximum of twenty (20) points for these criteria.</p> <ol style="list-style-type: none"> 1. Visitor engagement (10 points) 2. Visual presence (10 points) 	/20 points
R3	<p>Sensitivity to the environment and suitability of materials</p> <p>Does the proposed work:</p> <ul style="list-style-type: none"> • Consider the environment, e.g., uses sustainable materials such as LED lighting, solar technology? • Use materials that are appropriate for outdoor use and will withstand possible public interaction? 	<p>Based on the proposal presented by the artist, the jury will award a maximum of twenty-five (25) points on these three (2) elements:</p> <ol style="list-style-type: none"> 1. Environmentally sensitive (10 points) 2. Suitability of materials (15 points) 	/25 points
R4	<p>Installation Guidelines for Public Art Projects</p> <p>Does the proposed work:</p> <ul style="list-style-type: none"> • Respect the <i>Installation Guidelines for Public Art Project</i>. 	<p>Based on the proposal presented by the artist and the requirements the jury will award a maximum of twenty-five (25) points for this criterion.</p> <ol style="list-style-type: none"> 1. Respect of <i>Installation Guidelines for Public Art Projects</i> (25 points) 	/25 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	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".	Is the Bidder 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"
	Is the Bidder 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"
Integrity Provisions	<p>Declaration of Convicted Offences</p> <p>Integrity Declaration Form (to be completed only when you meet all three of the following conditions):</p> <ol style="list-style-type: none"> 1. You are a government supplier 2. You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and Suspension Policy</i>

	<p>3. You are unable to provide any of the certifications required by the integrity provisions.</p> <p>Click here to complete the form and instructions for its submittal.</p>
	<p>Required Documentation</p> <p>Section 17 of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) 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, whether incorporated or not, must provide a complete list of the names of all owners - 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>Complete the form online, print, sign and attach it to the bid.</p>
<p>On behalf of the Artist, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Artist considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Artist is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in the bid solicitation. 	
<p>Signature of Authorized Representative of the Artist</p>	
<p>Signature: _____ Date: _____</p>	

**ANNEX D
BASIS OF PAYMENT**

The Contract will be awarded to the Artist and will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

1. Professional fees

The artist will receive a fee of \$12,000.00 (excluding applicable taxes) to cover costs and expenses related to the project, including but not limited to, the existing work, copyrights, technical plans, materials, transportation of material, labour, installation, dismantling and removal of the artistic installation.

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

Deliverables / Events		Dates or Periods	Payments
1	Work Installation by the artist	By April 27, 2018	\$4,000.00
2	Exhibition of the work	By April 27, 2018	\$4,000.00
3	Inspection by PCH, Artist and the National Capital Commission	By May 18, 2018	\$2,000.00
4	Dismantlement and pick-up of the work by the artist	By May 2020	\$2,000.00
Total of payments			\$12,000.00

**ANNEX E
CHECKLIST**

A) CONTENT TO BE PRESENTED IN THE PROPOSAL:

Have you included everything?

- 1. The name and coordinates (address, telephone, email);
- 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 existing work (including title, link with thematic, materials, sketches, and installation and maintenance methods);
- 5. A brief résumé (two pages maximum);
- 6. The completed "Offer of Services" Form (see Annex C).

B) TIMELINE:

Deliverables / Events	Dates or Periods
Submission of proposals	Until January 30, 2018, 2:00 p.m. (EST)
Work Installation by the artist	By April 27, 2018 <i>(date to be determined with the selected artist)</i>
Exhibition of the work	From April 2018 to May 2020
Dismantlement and pick-up of the work by the artist	May 2020 <i>(date to be determined with the artist)</i>

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

D) EMAIL ADDRESS TO SEND PROPOSALS:

PCH.artpublic-publicart.PCH@canada.ca

Only proposals submitted by email will be accepted.

**ANNEX « F »
INSURANCE REQUIREMENTS**

Commercial General Liability Insurance

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

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Canadian Heritage.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. 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 »
PLAN AND SITE VIEWS
(SEE SEPARATE PDF FILE)

ANNEX « H »
MAP OF CANADA'S CAPITAL REGION
(SEE SEPARATE PDF FILE)

ANNEX « I »
SITE PHOTOS
(SEE SEPARATE PDF FILE)

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 »	Insurance Requirements
Annex « G »	Plan and Site Views
Annex « H »	Map of Canada's Capital Region
Annex « I »	Site photos

2. Debriefings

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

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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.

4. Other information

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

PART 2 – ARTISTS’ INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada (PWGSC).

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 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference and form part of the bid solicitation.

2. Submission of proposals

Proposals must be submitted by e-mail only at the following address: PCH.artpublic-publicart.PCH@canada.ca by the date and time indicated on page 1 of the call for proposals. Note that each artist could submit more than one proposal. To be considered, proposals must meet the selection criteria.

3. Enquiries – Proposal Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than January 24, 2018, 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the 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 _____ 2018.

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>) issued by Public Works and Government Services Canada (PWGSC).

2.1 General Conditions

2035 (2016-04-04), General Conditions – Professional Services (Higher Complexity), apply to and form part of the Contract.

2.2 Supplemental General Conditions

Clause 2035-20 (2008-05-12) - 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 2, 2018 to May 31st, 2020.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

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

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Technical Authority

Will be specified 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 \$12,000.00 (excluding applicable taxes).

5.2 Payments schedule

It is understood and agreed that in accordance with the General Conditions and subject to performance of the work to the entire satisfaction of the Technical Authority, payment shall be made as per table at Annex "D" – Basis of Payment.

Canada will pay the Contractor once all the work is completed in accordance with payment schedule of the contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6. Invoicing Instructions

6.1 The Artist must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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

7. Certifications

Compliance with the certifications provided by the Artist in its proposal is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Artist does not comply with any certification or it is determined that any certification made by the Artist in its proposal is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (name of the province).

9. Official Languages

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

10. Green Procurement

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

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

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

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

11. Dispute Resolution Services

The parties 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.

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.

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 - 2035 (2016-04-04), Professional Services (Medium Complexity);
- d. Annex « A », Statement of work;
- e. Annex « D », Basis of Payment;
- f. Annex « F », Insurance Requirements;
- g. Artist's proposal dated _____ 2018.

14. Insurance

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

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

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