

**RETURN BIDS TO:**

Offer receiving e-mail:

[bids-offres@canadacouncil.ca](mailto:bids-offres@canadacouncil.ca)

**REQUEST FOR STANDING  
OFFERS**

Proposal to: Canada Council for the Arts

We hereby offer to sell to the Canada Council for the Arts, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

<b>Title</b> Fine Art Appraisal Services		<b>Date</b> January 14, 2024
<b>Solicitation No.</b> CCA003ARTB		
<b>Client Reference No.</b> CCA003ARTB		
<b>Solicitation closes at:</b> 2:00 p.m. EDT (Eastern Daylight Time) <b>On:</b> February 16, 2024		
<b>F.O.B.</b> Destination	<b>Taxes</b> See herein	<b>Duty</b> See herein
<b>Destination of Goods and Services</b> See herein		
<b>Instructions</b> See herein		
<b>Address Inquiries to:</b>  Julie Bolduc <b>E-mail:</b> <u><a href="mailto:bids-offres@canadacouncil.ca">bids-offres@canadacouncil.ca</a></u>		

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## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into eight parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors;  |
| Part 7 | Standing Offer, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and  |
| Part 8 | Resulting Contract Clauses: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.                          |

The Annexes include the Statement of Work, the Basis of Payment and the Evaluation Guide.

### **1.2 Summary**

The Canada Council Art Bank (Art Bank), a unit within the Canada Council for the Arts (CCA), makes contemporary Canadian artwork available to the Canadian public through corporate art rental, exhibitions and outreach including loans to museums. With more than 17,000 artworks by over 3,000 artists, the Art Bank has the largest collection of contemporary Canadian art anywhere. It houses paintings, sculptures, drawings, photographs and prints by emerging and established artists, including a significant number of artworks by Indigenous and racialized artists.

The Art Bank works with external professional fine art appraisers to establish the replacement cost of artworks in the collection.

The intent of this solicitation is to establish a list of prequalified suppliers who can be assigned to deliver fine art appraisal services as needed.

### **1.3 Trade Agreements**

This solicitation is not subject to any trade agreements.

#### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offers process. At the Standing Offer Authority's discretion, the debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

### **2.2 Submission of Offers**

Offers must be submitted only to the offer receiving e-mail address by the date, time and place indicated on page 1 of this offer solicitation.

[bids-offres@canadacouncil.ca](mailto:bids-offres@canadacouncil.ca)

DO NOT SEND OFFERS TO ANY OTHER BID RECEIVING UNIT OR E-MAIL ADDRESS

### **2.3 Improvement of Requirement during the Solicitation Period**

Should Offerors consider that the specifications or Statement of Work contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority **at the latest on January 26<sup>th</sup>, 2024**. The Canada Council will have the right to accept or reject any or all suggestions.

### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority **no later than February 5<sup>th</sup>, 2024**. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable the Canada Council to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the Canada Council determines that the enquiry is not of a proprietary nature. The Canada Council may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by the Canada Council.

### **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

The Canada Council requests that the offer be gathered per section and separated as follows:

Section I:	Technical Bid - One soft copy (PDF) sent by electronic mail
Section II:	Financial Bid - One soft copy (PDF) sent by electronic mail
Section III:	Certifications - One soft copy (PDF) sent by electronic mail
Section IV:	Additional Information - One soft copy (PDF) sent by electronic mail

Due to the nature of the RFSO, offers transmitted by CPC Connect service and by facsimile will not be accepted.

**Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.**

The Canada Council email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Offerors may split their submitted content into multiple emails by identifying, for example, 1 of 3, 2 of 3, etc.

It is the sole responsibility of the Offeror to ensure a timely submission of their offer. The Canada Council will not be responsible for late offers received at destination after the closing time, even if it was submitted before. Offers must be submitted only to the offer receiving e-mail address by the date, time and place indicated on page 1 of this bid solicitation: [bids-offres@canadacouncil.ca](mailto:bids-offres@canadacouncil.ca)

OFFERS SENT TO ANY OTHER BID RECEIVING UNIT OR E-MAIL ADDRESS MAY NOT BE EVALUATED.

#### **Section I: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

#### **Firm Rates**

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer, including any option periods.

#### **Rates – Resources**

Offerors must submit firm rates for all categories of resources listed in Annex "B".

#### **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

#### **Section IV: Additional Information - One soft copy (PDF) sent by electronic mail**

Any additional information requested by this solicitation is to be submitted separately as Section IV.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Note: Unless specified otherwise in the RFSO, the Canada Council will evaluate only the documentation provided with an Offeror's offer. The Canada Council will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

An evaluation team composed of representatives of the Canada Council will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Joint Venture Experience**

- a) Where the Offeror is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: An Offeror is a joint venture consisting of members L and O. A request for Standing Offers requires that the Offeror demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Offeror has previously done the work. This Offeror can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third-party N, however, that experience cannot be used because the third-party N is not part of the joint venture that is bidding.

- b) A joint venture Offeror may rely on the experience of one of its members to meet any given technical criterion of this request for Standing Offers.

Example: A Offeror is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Offeror have 3 years of experience providing maintenance service, and (b) that the Offeror have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Offeror cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this request for Standing Offer. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Offeror is requested to indicate which joint venture member satisfies the requirement. If the Offeror has not identified which joint venture member satisfies the requirement, the Canada Council will provide an opportunity to the Offeror to submit this information during the evaluation period. If the Offeror does not submit this information within the period set by the Standing Offer Authority, its bid will be declared non-responsive.

Example: An Offeror is a joint venture consisting of members A and B. If a request for Standing Offers requires that the Offeror demonstrate experience providing resources for a minimum number of 100 billable days, the Offeror may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.



that show in total 100 billable days.

- d) Any Offeror with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

**4.1.1.2 Mandatory Technical Criteria (See Annex C for further information)**

Number	Criterion
M1	Using a 1-page cover letter and a c.v. (limit of 3 pages), the proposed appraiser must demonstrate they have a minimum of 5 years of experience appraising fine art for insurance purposes.
M2	The proposed appraiser must provide a list of artists names from Annex D (up to 30 max.) which they have appraised in the past and provide contact information
M3	The proposed appraiser must provide 3 references that can attest to their experience in appraising collections, for insurance purposes, for artworks by artists found in Annex D.

**4.1.2 Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The 7 responsive offers with the lowest evaluated prices will be recommended for issuance of a Standing Offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

Unless specified otherwise, the Canada Council will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default if any certification made by the offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Canada Council will have the right to ask for additional information to verify the offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Canada Council will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract/Call-up.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Rate or Price Certification**

The Offeror certifies that the price proposed:

- a. is not in excess of the lowest price charged anyone else, including the offeror's most favoured customer, for the like quality and quantity of the goods, services or both; and
- b. does not include an element of profit on the sale in excess of that normally obtained by the offeror on the sale of goods, services or both of like quality and quantity.

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Officer of the Bidder empowered to bind bidder  
Name and position

---

Date

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

**[Not required]**

## **PART 7 - STANDING OFFER**

### **7.1 Offer**

The offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

### **7.2 Security Requirements**

There is no security requirement applicable to the Standing Offer. However, there may be a few individual call-ups which have the requirement to hold personal information, including names, addresses, preferences, and other information (collectively the "Personal Information"). Personal Information is subject to the Access to Information Act s. 20(1)(b).

To be treated confidentially, Personal Information must meet all four of the following conditions: The information must be:

1. financial, commercial, scientific or technical information;
2. "confidential" - three indicators of confidentiality:
  - i. the information contained in the record is not available from other sources in the public domain or obtainable by observation or independent study by a member of the public acting on his or her own;
  - ii. the circumstances in which the information originates and is communicated give rise to a reasonable expectation that it will not be disclosed; and
  - iii. the information, whether provided by law or supplied voluntarily, is communicated to the government within a relationship that is either fiduciary or not contrary to the public interest and that will be fostered for the public benefit by confidential communication;
3. supplied to a government institution by a third-party; and
4. treated consistently in a confidential manner by the third-party.

The offeror acknowledges and agrees that the Canada Council shall continue to have all rights, title, and interest in and to the Personal Information. The offeror shall treat the Personal Information with the same reasonable degree of care that the contractor employs, or would employ, in protecting its own proprietary information and in preventing any unauthorized acquisition or use thereof.

The offeror acknowledges and agrees that it shall not, during the term of this Standing Offer or at any time thereafter, directly or indirectly, disclose or grant access to the Personal Information to any person, firm, association, corporation or any other entity, nor shall it use or exploit the Personal Information for any purpose other than on behalf of the Canada Council.

The provisions of this Clause shall not apply to: information received in good faith by the offeror from a third-party lawfully in possession thereof and having no obligation to keep such information confidential and information which was publicly known at the time of its receipt by the offeror or has become publicly known other than by a breach of this Standing Offer or other action by the Offeror.

Personal information will only be used for the purposes described in this Standing Offer. If the Offeror is uncertain whether information is personal information, the Offeror will consult with the Project Authority. When sensitive and/or current personal information is being used for this contract, the Offeror will undertake to:

- (a) Render information anonymous (i.e., coded, name-stripped) at the earliest time possible;

- (b) Restrict any data linkages to those which have been approved and will not perform other matches without written authorization;

When specifically authorized by the Project Authority, the Offeror will limit contact with data subjects and will guarantee any additional information obtained from those individuals be given the same level of confidentiality as maintained for the original data;

- (c) Immediately inform the Project Authority of any breaches involving personal information. The Offeror will assume full responsibility for complying with the Canada Council standards for personal information found in this contract and with the Privacy Act, including its collection, use, retention and disposition, and will be accountable for any breach in this process. The Canada Council reserves the right to examine any results or reports in order to verify that there has been no compromise of the personal information.

### 7.3 Term of Standing Offer

#### 7.3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from Standing Offer issuance date to three (3) years later inclusively. **[dates to be filled in when Standing Offer is issued]**

#### 7.3.2 Extension of the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one period of two (2) years , from \_\_\_\_\_ to \_\_\_\_\_ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer. **[dates to be filled in when Standing Offer is issued]**

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Canada Council 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Canada Council.

### 7.4 Delivery Points

Delivery of the requirement will be made to the Project Authority identified below.

### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Julie Bolduc  
Title: Procurement Specialist  
Canada Council for the Arts, Procurement Centre for Expertise  
Address: 150 Elgin Street  
Ottawa, Ontario K2P 1L4

Telephone: 613-566-4414, ext. 6003  
E-mail address: [julie.bolduc@canadacouncil.ca](mailto:julie.bolduc@canadacouncil.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration, and its revision, if applicable. Upon the making of a call-up, the Project Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: **[to be entered upon issuance of Standing Offer]**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the work under the resulting Contract.

### 7.5.3 Offeror's Representative

The Offeror's representative for the Standing Offer is: **[to be entered upon issuance of Standing Offer]**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Contractor's representative is the point of contact for the Canada Council regarding the work being performed under this Standing Offer.

### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Project Authority.

### 7.7 Call-up Procedures

#### 7.7.1 As-and-when-requested Call-ups

The work or a portion of the work to be performed under the Standing Offer will be on an "as and when requested basis" using a call-up. The work described in the call-up must be in accordance with the scope of the Standing Offer. The Offeror must not commence work until a validly issued call-up has been issued by the Canada Council and received by the Offeror. The Offeror acknowledges that any work performed before such issuance and receipt will be done at the Offeror's own risk.

#### 7.7.2 Allocation of Call-ups

More than one Standing Offer has been issued for this requirement. The Canada Council reserves the right to allocate the issuance of any call-ups issued under this series of Standing Offers in accordance with Method A or Method B or Method C described below. The Canada Council reserves the right to modify these call-up processes but will notify the Offerors in advance prior to making any changes.

##### **METHOD A – Competitive Call-up Allocation Process:**

- (i) The Canada Council may request the Offerors compete for a call-up on relatively short timeframes.

In these cases, the Canada Council will request a response to the call-up from all Offerors and may select the successful Offeror(s) for award of the call-up in accordance with the provisions in article (ii). Details of the competition will be outlined in the call-up. Participation in this process is encouraged but not mandatory.

- (ii) The Canada Council will provide the Offeror with a description of the task in a draft call-up using the form specified in Annex C. Where the Canada Council intends to issue the call-up to one or more but not all Offerors, the Canada Council will also specify in writing the way in which it will select the successful contractor for that call-up, if the Canada Council decides to proceed to issue the call-up after receiving the responses. The Canada Council may, for example, choose to select the successful Offeror based entirely on price, based on the technical solution, or based on other criteria that the Canada Council will identify on a call-up -by- call-up basis.
- (iii) The process for development of the call-up and selection of the successful Offeror(s) may involve stages where input from multiple Offerors are also contemplated, including in respect of the work, the terms of the call-up, allocation of risk, the financial model or such other areas as the Canada Council determines to be appropriate. The Canada Council may also contemplate gates or other stages where there is a refinement in the number of Offerors involved in the process.
- (iv) The Canada Council will provide all the Offerors who respond to any given competitive call-up notice of the successful Offeror or the Canada Council's decision not to issue a call-up, in which case the draft call-up notice will be deemed to be cancelled.

**METHOD B – Directed Call-up Allocation Process:**

- (i) Based on circumstances, the Canada Council may direct a call-up to one or multiple Offerors. In such cases, the Canada Council will request a response to the call-up from the one or multiple Offeror(s) as the case may be. An Offeror may decline to respond if it so chooses.
- (ii) At the Canada Council's discretion, the identification of Offerors may be further based on a best fit for the work at hand considering such items as material submitted by the Offeror to outline their strengths, experience or capabilities, timing, available categories or resources, and other factors related to Canada Council's needs or constraints.

**METHOD C – Call-up Simple Rotation Process:**

- (i) A simple rotation of call-up work amongst the Offerors may be implemented, to complement the above processes, at the Canada Council's discretion.

**7.7.3 Call-up Instrument**

The work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - or
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - Standing Offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;

- total value of the call-up;
- point of delivery;
- confirmation that funds are available;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## **7.8 Priority of Documents**

If there is a discrepancy between the wording 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 call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Offeror's offer dated **[to be filled in upon Issuance of Standing Offer]**

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer, and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer and failure to comply will constitute the Offeror in default. Certifications are subject to verification by the Canada Council during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer.

### **7.10 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **PART 8 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **8.1 Statement of Work**

The Contractor must perform the work described in the call-up against the Standing Offer.

### **8.2 Term of Contract**

#### **8.2.1 Delivery Date**

The delivery date will be specified in the individual call-ups.

### **8.3 Payment**

The Canada Council will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions 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 the Canada Council;
- c) the Work delivered has been accepted by the Canada Council.

#### **8.3.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid a "firm lot price", as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

#### **8.3.2 Limitation of Price**

The Canada Council will not pay the Contractor for any design changes, modifications or interpretations of the work, unless they have been approved, in writing, by the Standing Offer Authority before their incorporation into the work.

### **8.4 Invoicing Instructions**

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

- The original must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ (Insert the name of the organization) **[to be entered upon issuance of Standing Offer]**  
  
\_\_\_\_\_ (Insert the address of the organization) **[to be entered upon issuance of Standing Offer]**
- One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

### **8.5 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the work throughout and after the performance of the contract.



- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

## **ANNEX "A"**

### **STATEMENT OF WORK**

The Canada Council Art Bank (Art Bank) makes contemporary Canadian artwork available to the Canadian public through corporate art rental, exhibitions and outreach including loans to museums. With more than 17,000 artworks by over 3,000 artists, the Art Bank has the largest collection of contemporary Canadian art anywhere. It houses paintings, sculptures, drawings, photographs and prints by emerging and established artists, including a significant number of artworks by Indigenous and racialized artists.

The Canada Council works with external professional fine art appraisers to establish the appraisal value (replacement cost) of artworks in the collection.

The intent of this solicitation is to establish a list of prequalified suppliers who can be assigned to deliver fine art appraisal services and related consultation as needed. Each artwork in the collection is assigned a replacement cost evaluation. The replacement cost is used for insurance purposes as well as to inform the rental fee for each artwork for the art rental program.

The first appraisal value of the artwork is the purchase price plus any cost to ship, frame or prepare the artwork for display. Between 1999 and 2001 the entire collection was reappraised. Periodic reappraisals on portions of the collection were carried out between 2001 and 2021:

- Approximately 400 works appraised in 2004
- Approximately 485 works appraised in 2007
- Approximately 3800 works appraised in 2010
- Approximately 540 works appraised in 2021

Going forward, the Canada Council intends on reappraising between 1500 and 2000 artworks annually (the final number will depend on the cost for these services and available budget). The artwork list will be divided regionally by artist as it is anticipated that appraisers will be most familiar with artists from a specific region. The Canada Council may work with several appraisers each year to appraise a portion of the collection depending on their specialization. The list would include the artist's name, artwork title and creation year, medium, dimensions, edition number, a cursory comment as to the condition of the artwork, previous replacement value and date of last appraisal. The appraiser would also have access to digital images of the artworks.

#### **Plan for appraisals 2024-2026:**

Annex D contains the list of approximately 6000 artworks which have been assigned a priority of 1 to 3.

Priority 1: artworks that we expect to appraise in year 1 (budget permitting)

Priority 2: artworks that we expect to appraise in year 2 (budget permitting)

Priority 3: artworks that we expect to appraise in year 3 (budget permitting)

Appraisals are prioritized for artworks that are currently rented or in demand by clients of the art rental program.

Appraisals will be completed for all artworks by the same artist at one time (i.e.. if an artist has ten (10) works in the collection but only two (2) are rented, all ten (10) will be appraised) with the exception of artworks appraised since 2016. The Canada Council will not re-appraise those specific works until 2027 at the earliest.

Assuming standing offers are issued by the end of March 2024, call-ups will be issued, and appraisals will begin in April 2024, with the first set of appraisals completed and ready to be entered by the Canada Council into their database June 30, 2024. All priority 1 artworks to be completed between April and June 2024.

The work on priority 2 artworks will start in April 2025 and will be expected for completion by June 2025. The work on priority 3 artworks will start in April 2026 and will be expected for completion by June 2026.

**Deliverables for appraisals:**

1. A cover document listing conditions and appraiser's attestations.
2. A report including a brief synopsis of the current market for individual artworks and artists that have fluctuated most in value since previous appraisals. The report must also recommend which artists to appraise more frequently than every seven (7) years due to activity in the market.
3. Research and prepare an artwork listing with newly assigned values for each piece. This report should be provided in excel and pdf format. The excel format list should be submitted with the same rows and columns as delivered in the call-up.

**Deliverables for Ad-hoc advice:**

1. As and when requested: From time to time, the Project Authority shall request advice and consultation related to the Art Bank's collection management practices and appraisal process. This may include advice on which artworks to reappraise in future reevaluations, advising whether to do fair market evaluations in some circumstances as well as other consulting.

**NOTE:**

Artworks whose condition is not deemed "satisfactory" will be appraised on a case-by-case basis.

On the artwork listing, the artwork is listed as master or copy. For artworks with multiple copies, the Canada Council will assign the same appraisal value to all copies but will only pay the appraisal fee for the master copy of artworks.

The appraisals are for replacement value which appraisers assign for insurance purposes as opposed to fair market value appraisals.

**ANNEX "B"****BASIS OF PAYMENT**

Offerors must provide prices for all cells in Rows 1-4 to be considered for being issued a Standing Offer.

Row	Price per piece	Standing Offer Period			Option Years	
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Artist with 1-3 artworks in the collection, per piece price. (see <b>Note 1</b> )					
2	Artist with 4-10 artworks in the collection, per piece price (see <b>Note 1</b> )					
3	Artist with more than 10 artworks in the collection, per piece price (see <b>Note 1</b> )					
4	Ad-hoc advice (per hour) (see <b>Note 2</b> )					
5	Special Rate (see <b>Note 3</b> )					

**Note 1:**

Appraisers' "per piece price" shall include all items noted in the "**Deliverables for appraisals**" section above.

**Note 2:**

Ad-hoc advice will be charged on a per-hour basis, with the number of hours to be negotiated on a per-call-up basis.

**Note 3:**

There may be individual artists or artworks that must be addressed outside of the construct of the above pricing structure. Prices for those appraisals will be negotiated on a per-call-up basis. The Offeror will not have to put a price in for these services as part of the RFSO process. This line item was included to make Offerors aware of this possible requirement.

**For Bid Evaluation "Overall Average Price" calculations only:**

The Art Bank estimates 20 percent of the Artworks to be evaluated in any given year will be in the category "Artists with 1-3 artworks in the collection..."; 30 percent of the Artworks will be in the category "Artists with 4-10 artworks in the collection..." and 50 percent of the Artworks will be in the category "Artists with more than 10 artworks in the collection..."

Each Year's Average price will be determined using the following formula:

$$(0.20 \times \text{Row 1 per piece price}) + (0.30 \times \text{Row2 per-piece price}) + (0.50 \times \text{Row3 per-piece price})$$

The Overall Average Price will then be calculated using the following formula:

Year 1 "Average price" + Year 2 "Average price" + Year 3 "Average price" + Year 4 (option year  
1) "Average price" + Year 5 (option year 2) "Average Price"

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5

The seven (7) Offerors with the lowest Overall Average Price per piece will be recommended to be issued a Standing Offer.

Please note that, in the event of a tie in prices, preference will be given to appraisers who are members in good standing of the International Society of Appraisers (ISA) or the Art Dealers of Canada (ADAC)

## ANNEX "C"

### EVALUATION GUIDE

Number	Criterion	How the bidder will meet this criterion:
<b>M1</b>	<p>Using a one-page cover letter and a c.v. (limit of three (3) pages), the proposed appraiser must demonstrate they have a minimum of five (5) years of experience appraising fine art for insurance purposes.</p> <p>The proposed appraiser must provide three references that can attest to their experience.</p>	<p>The Offeror will provide a one (1) page cover letter and three (3) page C.V. demonstrating five (5) years' experience in appraising fine art for insurance purposes.</p> <p>The Offeror must provide the required information and references which contain – Name, role of that person regarding the appraisal work being done (e.g., owner, seller/buyer), e-mail and/or phone number – who can verify the proposed appraiser's experience.</p>
<b>M2</b>	<p>The proposed appraiser must provide a list of artists names from Annex D (up to 30 max.) which they have appraised in the past and provide contact information</p>	<p>Attached at Annex D is a listing of the artists whose work is in the Art Bank. The Offeror must provide:</p> <ul style="list-style-type: none"> <li>○ a listing of up-to 30 of those artists whose work they have appraised,</li> <li>○ when those appraisals were done; and,</li> <li>○ a reference – Name, role of that person regarding the appraisal work being done (e.g., owner, seller/buyer), e-mail and/or phone number – who can verify the proposed appraiser's experience</li> </ul>
<b>M3</b>	<p>The proposed appraiser must provide three (3) references that can attest to their experience in appraising collections, for insurance purposes, for artworks by artists found in Annex D.</p>	<p>The Offeror must provide three (3) references – Name, role of that person regarding the appraisal work being done (e.g., owner, seller/buyer), e-mail and/or phone number – who can verify the proposed appraiser's experience in appraising collections for insurance purposes.</p> <p>References from a member in good standing of the International Society of Appraisers (ISA) or the Art Dealers of Canada (ADAC) would also be acceptable.</p>

**Note:** References will be given five (5) working days to respond to Canada Council. If a reference cannot be located or is unable to respond to Canada Council, the Offeror will have one (1) opportunity to swap that reference with another reference who can confirm the Offeror's experience. Offerors can do this a maximum of one (1) time per criterion.

**ANNEX “D”**

**LIST OF ART BANK’S ARTWORKS AND ARTISTS**

(Separate document from this Request for Standing Offers)