REQUEST FOR PROPOSALS

“‘I EAT A HEART AND DRINK SOME TEA:
THE WORK OF FAYE HEAVYSHIELD—A DOCUMENTARY’”

INTRODUCTION

MacKenzie Art Gallery Inc. ("MAG") of 3475 Albert St., Regina, SK is inviting Proposals from qualified vendors for the supply of certain services ("Services") as further outlined in this Request for Proposals ("RFP").

The purpose of this RFP is to select a qualified vendor to enter a services contract with MAG for the performance of the Services. Further details about the Services required by MAG are set out in APPENDIX A.

This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a Proposal.

ABOUT THE PROJECT

The MacKenzie Art Gallery is pleased to present a retrospective of prominent Blackfoot contemporary artist Faye HeavyShield. In what will be her first retrospective, *I eat a heart & drink some tea: The work of Faye HeavyShield* will present work that spans thirty years of her practice, an exhibition that will tour to multiple venues across Canada. Curated by Felicia Gay, Mitacs Curatorial Fellow at the MacKenzie Art Gallery, the exhibition will feature sculptural and installation work in a variety of media, as well as documentation, poetry, and ephemera. Felicia Gay is Swampy Cree and Scottish and has over fifteen years' experience working with Indigenous contemporary art in Canada. The exhibition situates HeavyShield as a major contributor to contemporary Indigenous art through her creation of a new aesthetic vocabulary. Arising from an intensive research project led by Felicia Gay and guided by the personal kinship ties between the artist and curator, the project will be multi-faceted in its approach. A publication and symposium will be produced alongside organic knowledge creation and sharing, through a process of what Stó:lō scholar Joanne Archibald calls Indigenous storywork. HeavyShield is a senior visual artist who has had a profound impact on Indigenous artists from the Northern Plains and across Turtle Island through an approach based on relationality, an aesthetics of humility, and her poetic visual articulations of Blackfoot language—all rooted within her cultural context as a Blackfoot (Blood) woman from the Kainai territory.

The Gallery is seeking Proposals from qualified candidates to produce a documentary film that will be presented alongside the retrospective and connected programming.

For more information on the artist Faye HeavyShield please refer to APPENDIX D
ABOUT THE MACKENZIE ART GALLERY

The MacKenzie Art Gallery is Saskatchewan’s oldest public art gallery. The MacKenzie serves a senior leadership role as the only provincial organization with the mandate and facilities to address an encyclopedic range of visual art and culture. The permanent collection spans 5,000 years of art with nearly 5,000 works.

We receive ongoing funding from the South Saskatchewan Community Foundation, Canada Council for the Arts, Sask Culture, City of Regina, University of Regina and the Saskatchewan Arts Board. Currently our revenue is generally balanced between grants and donations (which includes sponsorship and events) with a small portion from earned revenue.

The MacKenzie Art Gallery was founded on the collection of its namesake, Norman MacKenzie (1869–1936), who bequeathed his collection to the University of Saskatchewan (Regina College), now the University of Regina. Opening in 1953, the MAG became independent of the University in 1990, moving into our current facilities but retaining a partnership with support from the University of Regina.

The MacKenzie Art Gallery has a proud history of being a leading ally in exhibiting and collecting the work of Indigenous artists with leadership from Indigenous curators and communities. In 1975 the MacKenzie was the first public art gallery in Canada to present traditional First Nations objects as fine art. The exhibition 100 Years of Saskatchewan Indian Art 1830–1930 recognized the creative achievement of Saskatchewan’s First Nations and was curated by well-known Saskatchewan Métis artist, Bob Boyer. This activity has continued over the years, with the appointment of Lee-Ann Martin (Mohawk, Tyendinaga Territory) as the first Indigenous Head Curator at a public art museum, and the continued appointment of Indigenous curatorial staff including Pat Deadman (Mohawk, Tuscarora Territory), Michelle LaVallee (Ojibway, Chippewas of Nawash unceded First Nation), Janine Windolph (Atikamek Cree/Woodland Cree, James Bay Treaty), the past Director of Programs and current CEO, John G. Hampton (Chickasaw citizen with mixed European ancestry), and Curatorial Fellow Felicia Gay (Swampy Cree and Scottish ancestry). The Gallery recently received a major donation of about 1,000 works by Indigenous artists from collectors Thomas Druyan and Alice Ladner of Yellowknife.

We recognize that institutions take shape by being oriented around some bodies more than others, and so we are committed to opening those spaces, offering real estate to bodies that are not adequately represented within our institution, or the arts more broadly. We acknowledge that there is still room for improvements, and so we are perpetually seeking new ways to further open ourselves up to diverse orientations and understandings.
ABOUT REGINA

Historically known as Oskana kā-asastêki (Plains Cree for “Pile of Bones”) Regina is situated on the traditional territory of the Cree, Saulteaux, Lakota, Dakota, and Nakota people, and the homeland of the Métis Nation. Although the MacKenzie is Saskatchewan’s oldest public art gallery, it is relatively young compared to the culture that has been practiced and shared on this territory for millennia. We acknowledge and honour the deep art history of this land and aim to serve both this history as well as current and future generations.

Regina is positioned within Treaty Four territory, now home to many diverse communities. 10% of its population is Indigenous, 5% is of South Asian descent, and 20% identify as a visible minority. After English, the second most prominent mother tongue of residents is Tagalog (with 5,100 native speakers), followed by Mandarin, Urdu, and then French (with 2,400 native speakers).

SUBMISSION OF PROPOSALS

Proposals must be submitted by [5:00 PM CST] on August 31st, 2021.

RFP Contact

Inquiries regarding this competition should be sent by email and directed to:

- Caitlin Mullan, Head of Strategic Initiatives, MacKenzie Art Gallery
  Email: cmullan@mackenzie.art
  Subject line: “Expression of Interest – Faye HeavyShield Documentary Film”

Contractors and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the MacKenzie, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Contractor and the rejection of the Contractor’s Proposal.

Submissions by email

One (1) electronic copy in .pdf, .doc or .docx, which includes the RFP name and closing date, are to be forwarded to: cmullan@mackenzie.art

One (1) email, including attachments, should not be larger than 25MB or it may not be successfully transmitted. It is recommended to send one (1) email, however, if sending multiple emails, provide clear instructions on how the Proposal is intended to be integrated. Executable file formats such as .exe will not be accepted. The preferred file formats are .pdf, .doc, and .docx.
The received time in the recipient’s email inbox will be the recorded date and time of Proposal. The MacKenzie will provide confirmation of email receipt to Contractors. If no confirmation email is received, please contact cmullan@mackenzie.art

Service Contract
The supply of any Services pursuant to this RFP shall be acquired under a mutually acceptable contract. The MacKenzie reserves the right to negotiate any and all purchase terms and conditions (including price) with any Contractor at its sole discretion.
Contractors (and/or its employees and agents) may be required to sign supplemental confidentiality agreements prior to accessing any MacKenzie software or systems.

Proposal Format and Cost of Proposals
Proposals must be submitted in writing and should be in the format set out in APPENDIX B. Contractors may provide additional information beyond that requested in the RFP for the MacKenzie's consideration. Any such additional information may be considered by the MacKenzie at its sole discretion.
Alternative or innovative Proposals are encouraged. However, Contractors submitting alternative or innovative Proposals are asked to also provide a Proposal in accordance with the base requirements of this RFP. The MacKenzie reserves the right to make an award based on any alternative/innovative Proposal.
The MacKenzie is not responsible for any costs incurred by Contractors in preparing their Proposals, attending any meetings or interviews with the MacKenzie, making any presentations to the MacKenzie in connection with their Proposals, or otherwise incurred in connection with the RFP process.

Anticipated Schedule of Events
The following is the anticipated schedule of events related to this RFP. These dates are provided as targets only. Best efforts will be applied to meet these dates; however, they may change. Where dates change, notice of those changes will be provided to all Contractors.
If it becomes necessary to revise any part of this RFP, exclusive of the foregoing schedule of event, those revisions will be posted on the website.
If revisions to any part of this RFP, exclusive of any changes to the foregoing schedule of events, are necessary after the closing date, short listed Contractors will then be notified and have the opportunity to refine, submit or resubmit their Proposals.

Project timeline
- RFP Release Date: August 19, 2021
- RFP Closing Date and Time: August 31, 2021, at 5:00 pm
- Adjudication complete September 9, 2021 deadline
Evaluation Process

The MacKenzie reserves the right to keep evaluation details and/or Contractor rankings confidential. Contractors may be requested to participate in an interview/presentation with the MacKenzie in connection with this RFP. The MacKenzie reserves the right to select a short-list of Contractors who may be subject to a further evaluation and/or negotiation process. Competitive negotiation may be part of this RFP process. The MacKenzie may conduct reference checks independent of the client references provided by the Contractor.

The MacKenzie's objective is to select the Contractor able to provide the best overall value and service solution to the MacKenzie. Contractors are advised that the evaluation process is subjective in nature and the MacKenzie's intention is to consider, at its sole discretion, each Proposal on its merits, without regard to the rules or principles of competitive bidding or other legal duties, including without regard to whether a Proposal is compliant with this RFP.

Contractors will be judged based on the evaluation rubric outlined in APPENDIX C.

Legal Framework

This RFP is not intended to, and shall not, create any binding obligation on the MacKenzie to purchase all or any of the Services, or to enter into any service contract related thereto. Contractors are advised that the MacKenzie is intending to conduct a flexible procurement process, not subject to the laws of competitive bidding.

Without limiting the generality of the above paragraph, the MacKenzie reserves the right, at its sole discretion at any time and for any reason, to:

- Reject any or all Proposals (including, for greater certainty, the lowest cost Proposal)
- Accept any Proposal or any combination of Proposals received
- Accept a Proposal in whole or in part
- Clarify a Proposal where, in the sole judgement of the MacKenzie, an error or mistake is apparent on its face
- Accept any non-compliant Proposal where the non-compliance is, in the MacKenzie's sole judgement, not material
- Reject any non-compliant Proposal
- Accept or reject any conditional Proposal
- Accept any alternative or innovative Proposal
• Negotiate any aspect of any Proposal (including price) and/or any purchase terms and conditions

• Cancel this RFP at any time for any reason (with or without commencing a new RFP or other similar process in its place)

Proposals may be withdrawn or amended by Contractors at any time by written notice to the MacKenzie prior to the MacKenzie and a Contractor signing a formal contract.

Confidentiality
All information provided by or obtained from the MacKenzie in any form in connection with this RFP either before or after the issuance of this RFP:

• is the sole property of MacKenzie and must be treated as confidential;
• is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement for the Deliverables;
• must not be disclosed without prior written authorization from MacKenzie; and
• must be returned by the Contractor to MacKenzie immediately upon the request of MacKenzie.

Proposals will be accepted in confidence, as they contain financial, commercial, scientific, technical and/or labour relations information, except as may be otherwise provided herein. The confidentiality of such information will be maintained by the MacKenzie, except as otherwise required by law or by order of a court or tribunal, or by regulatory order of the Government of Saskatchewan, including but not limited to, the Crown Investment Corporation of Saskatchewan and other agencies or ministries of government including its boards, commissions or panels.

Contractors are expected to refrain from making any public announcements or news releases regarding the Services without the prior written approval of the MacKenzie.
APPENDIX A: SERVICE REQUIREMENTS

PROJECT DELIVERABLES

The successful Contractor will produce a documentary film that accomplishes the following goals:

- Lead to a better understanding of Faye HeavyShield’s creative process as a Blackfoot woman and her methodology as an artist.
- Incorporate interviews with the artist and images of her territory, the curator Felicia Gay’s territory and HeavyShield’s artwork.
- Introduce viewers to storytelling praxis by the artist and curator, including footage of travel to and from the artist’s territory and the curator’s territory in Cumberland House, Saskatchewan and Standoff Reserve, Alberta.
- Appeal to a broad audience, with a focus on Indigenous audiences.

The Contractor will provide the following key deliverables:

- Develop and produce one 20-minute documentary film and trailer based on the life and artwork of Faye HeavyShield.
- Collaborate with the Mitacs Curatorial Fellow for the MacKenzie Art Gallery, Felicia Gay, on the vision for the documentary film.
- Conduct filming at the homes of Felicia Gay and Faye HeavyShield in the early fall of 2021.
- In conversation with the artist and curator, connect with community members and film conversations as appropriate.
- Obtaining translations and incorporating subtitles in French into the final film.
- Incorporate Blackfoot subtitles. The curator will assist with finding a translator.
- Shoot, edit, and finalize the film in the following format:
  - Digital copy (mp4 format) of a 20 min film, designed in HD (and 4k if available) format to be projected or played on a high-definition projector or monitor.
  - Digital copy (srt) of French, English, and Blackfoot subtitles for the film.
  - Digital copy (mp4 format) of a 1 to 2-minute trailer extracted from the final film and suitable for posting on the website of the MacKenzie Art Gallery and social media.
  - Final edits of film will be relayed to the MacKenzie Art Gallery before finalization of project. Consensus between curator Felicia Gay and the contractor must be reached on the final edit before the project can be deemed complete.
COPYRIGHT AND DISTRIBUTION

Copyright, distribution, sales, and screening of the film will be subject to the following conditions:

- Copyright and distribution rights will be retained by the Contractor, including the right to educational, theatrical, and non-theatrical distribution, broadcast and screening rights and the right to enter the film in film festival venues.
- Contractor agrees to obtain written copyright releases for all materials used in the film.
- Contractor grants the MacKenzie Art Gallery the right to screen and promote the film throughout the duration of the Faye HeavyShield retrospective exhibition both at the Gallery and within the public institutions designated for the Canadian tour of the exhibition.
- Contractor grants the MacKenzie Art Gallery the right to screen the film within the Gallery and for educational purposes whenever it chooses after the exhibition tour has ended. Contractor also grant permission to include a short trailer for the film on the Gallery’s website.
- Contractor grants the MacKenzie Art Gallery the right to screen the film on the Gallery’s website whenever it chooses. The Gallery will make good faith efforts to not interfere with screening and distribution plans made by the Contractor.
- The MacKenzie Art Gallery may obtain copies of the film in DVD format to be sold at its gift shop from the Contract at a cost to be negotiated. They may then sell them at reasonable value (to be determined by both parties) and to keep any profits from that sale.

ROLES AND RESPONSIBILITIES

The Contractor is expected to:

- Arrange reliable transportation to film sites for crew and equipment.
- Organize travel and shooting schedule with participating subjects.
- Have access to the equipment and software required to film, edit and share the resulting film with the MacKenzie in the aforementioned formats.
- Engage respectfully with the cultural protocols of each community when conducting their work.
- Work closely with the curator and artist on any adjustments to timelines as the project unfolds.

The MacKenzie Art Gallery will:

- Provide research and information regarding the artist and retrospective.
- Share still documentation of selected artworks in consultation with the artist.
- Facilitate introductions between the contractor and the communities they will be working in.
- Promote and distribute the documentary film.
CONFLICT RESOLUTION

The Contractor and the MacKenzie Art Gallery will work collegially to develop (or consider) courses of action. If a disagreement or conflict occurs between participants or stakeholders, then the conflict resolution will be managed by the MacKenzie CEO and lead Contractor. If the conflict cannot be settled internally, a third-party mediator will be agreed upon by the relevant parties. The MacKenzie Art Gallery is committed to anti-racist practices and is committed to providing a respectful workplace free from harassment and discrimination.
APPENDIX B: FORMAT OF PROPOSAL

To ensure a Proposal is considered for evaluation, the Proposal should include all the information requested below.

Title Page
This first page should who the project title and RFP name. Included on this page should be the Contractor’s contact information as follows:

- Legal business name;
- Business name Registration Number;
- Business Address;
- Contact name;
- Contact phone number;
- Contact email address;

Table of Contents
A complete listing of the submitted Proposal contents including page numbers, list of figures, tables and any tabbed appendices is required.

Letter of Introduction
A brief description of your business including any qualifications you consider relevant. The introduction, which should be dated and signed by an official authorized to negotiate, make commitments and provide clarifications with respect to the Proposal on behalf of the Contractor.

Acceptance of Terms and Conditions
Any deviations or exceptions to the terms and conditions of this RFP document should be fully described.

Contractor Profile
A brief introduction of your business including:

- Location of Contractor’s head office and any sub-offices;
- Length of time in business;
- A description of your business’s experience in performing similar work;
- Identify the lead personnel responsible for the delivery of services the Contractor is prepared to offer, their expected involvement and confirmation that the lead personnel are licensed and in good standing to perform services in Saskatchewan;
• Proposed sub-contracting or partnership arrangements for this project. Identify their expected involvement and confirm that they are licenced and in good standing to perform services in Saskatchewan;
• Two (2) references of work performed for other agencies (or other relevant experience) in the previous five (5) years, and appropriate contact information for references.

Project Implementation Plan
Provide a detailed work plan for the completion of the project, which should include:
• All tasks, phases and stages to be completed;
• An indication of deliverables produced from each task;
• A description of how consultations and research will occur;
• Estimated start and end dates for each task and for the whole project;
• How materials will be presented.

Risk Management Plan
Provide a risk management plan outlining potential risks and plans for mitigating those risks. Consideration should be given to managing the ongoing uncertainty of the Covid-19 pandemic and include a proposed succession plan to ensure an uninterrupted level of service throughout this project.

Liability Insurance
The MacKenzie expects that the Contractor carries professional liability insurance in an amount of not less than $2,000,000 per occurrence. Provide certificates of insurance outlining the amounts of professional liability insurance that you carry.

Project Costs
The total project cost should be clearly outlined in the Cost Section of this Proposal. All taxes should be shown separately. The Proposal should provide a detailed cost breakdown to complete the project including professional fees and per diems for all personnel involved. Estimated expenses, whether included or excluded, should be provided and explained, and any assumptions clearly identified. The contractor should factor in any travel costs associated with filming on location in Cumberland House, Saskatchewan and Standoff Reserve, Alberta.

All prices quoted will be in Canadian Funds.

Subcontracting
If a sub-contractor is proposed for any portion of this project, please provide a Supplier profile for each sub-contractor, outlining the nature of their proposed involvement, the nature of the relationship.
To verify the experience of the sub-contractor, short-listed Contractors may be required to provide, upon request, three (3) references (including contact name, email, and telephone number).

The use of sub-contractors is allowed as a condition of the anticipated contract. All proposed sub-contractors must be identified with attached resumes. Joint Proposal submissions must indicate who has overall responsibility for the project. It will be the responsibility of the Contractor to ensure that all sub-contractors are managed appropriately and paid for in full for the services related to this project.

**Conflict of Interest Disclosure**

Disclose any actual or potential conflicts of interest that may exist between your business and its management, and the MacKenzie and management, and the nature of such conflict of interest. If a Contractor has no such conflict of interest, a statement to that effect should be included in the Proposal.
APPENDIX C: EVALUATION RUBRIC

Proposal Clarity – 10%
- The Proposal clearly outlines the intent of the firm, and information is easy to follow and well-presented.

Team Composition and Experience – 25%
- The firm and identified team members have relevant qualifications and experience on projects of a similar scope including:
  - A familiarity with working with Indigenous communities
- If there are any areas of the project which the firm does not have previous experience delivering, the Proposal has outlined how the firm will overcome this gap by working with a subcontractor.

Understanding of MAG needs – 10%
- The project plan and methodology demonstrate a strong grasp of the specifications of the MAG project
- The Proposal touches on all relevant components of the deliverables outlined in the terms of reference

Preference will be given to candidates of Indigenous or Métis ancestry – 10%
- Candidates may self-identify, but it is not a requirement.

Work Plan to Meet Deliverables – 20%
- The contractor will be expected to work closely with the artist and curator to finalize a timeline after the contract has been awarded. However, Proposals should include a work plan with a tentative schedule that includes allotted timeline for editing and sign-off with the final deadline in mind.

Quality Assurance and Communication – 10%
- The Proposal outlines a communication structure that will ensure sound project management and information sharing between the firm and the MAG
- The testimonials provided reinforce the firms’ ability to take on the project, and their commitment to conducting projects ethically and respectfully.
- Any potential conflicts of interest have been declared as well as how the conflict of interest will be managed.

Proposed Fees – 15%
- The fees structure takes into consideration all aspects of the project as well as relevant contingencies.
- The fee Proposal is competitive.
APPENDIX D: ADDITIONAL INFORMATION ON THE ARTIST

Born on the Blood Reserve in 1953, Faye HeavyShield, RCA, entered the Canadian contemporary art scene during her third year at the Alberta College of Art and Design in Calgary, Alberta in 1983 and has since inspired several generations through her work as an artist, mentor, and writer. While many notable Blackfoot artists have been men, Faye’s work grows out of her experience as a Blood woman and cultural matriarch, resulting in a potent minimalist aesthetic that differentiates her from other senior artists of her territory. In 2009 HeavyShield was Eiteljorg Fellow, in “Art Quantum” at the Eiteljorg Museum of the American Indian, Indianapolis, IN. In the same year, Faye HeavyShield was also inducted into the Royal Canadian Academy of Arts. She has exhibited in solo and group exhibitions nationally and internationally, including: Nations in Urban Landscapes at the Contemporary Art Gallery in Vancouver, BC; rock paper river at Gallery Connexion, Fredericton, NB; Into the Garden of Angels at The Power Plant in Toronto, ON; blood at the Southern Alberta Art Gallery; Land, Spirit, Power at the National Gallery of Canada; Close Encounters: The Next 500 Years at Plug In Institute of Contemporary Art in Winnipeg, MB; and Hearts of Our People: Native Women Artists at the Minneapolis Institute of Art. Her work is found in the collections of the Alberta Foundation for the Arts, Glenbow Museum, Heard Museum (Phoenix), Kelowna Art Gallery, MacKenzie Art Gallery, McMichael Canadian Art Collection, National Gallery of Canada, and Nickle Galleries (Calgary).