

INVITATION TO TENDER  
FOR  
LANDSCAPING & SNOW REMOVAL SERVICES  
AT  
THE NATIONAL GALLERY OF CANADA  
AUGUST 2013

**This Document Contains a Mandatory Site Visit.  
See Section A.8 for details.**

The Representative of the Bidder will be required at the site visit to sign the Attendance Sheet.  
Failure to attend and sign the Site Visit Attendance Sheet will result in the disqualification of  
your bid.



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**SECTION A: BIDDERS' INSTRUCTIONS AND INFORMATION**

**Schedule for Solicitation Process**

The NGC reserves the right to change these dates as considered necessary by posting amendments to the schedule on the Buy and Sell Website. ([www.buyandsell.gc.ca](http://www.buyandsell.gc.ca))

ACTIVITIES	DATES
Registration Deadline for Site Visit	September 10, 2013 by 3:00 PM
<u>Mandatory Site Visit</u>	September 11, 2013 at 10AM
Last Day for Questions (Questions received after this time will not be answered)	September 18, 2013 at 10:00 AM
<u>Closing Date &amp; Time for Submission of Bids</u>	October 7, 2013 at 2:00 PM EDT

**A.1 INTRODUCTION**

The National Gallery of Canada is seeking a contractor to provide all labour, equipment, tools and supplies required to perform Landscaping and Snow Removal Services. To this effect, NGC is issuing this Invitation to Tender (ITT) in seeking tenders that would identify the Contractor offering NGC "best value" in providing the services required, as described in the Scope of Work (Section C).

It is very important that the successful Contractor understands that a very high degree of quality workmanship will be expected from him/her.

**BACKGROUND INFORMATION**

The National Gallery of Canada, opened to the public in 1988, is an internationally acclaimed Museum facility designed for the preservation and exhibition of national and international collections of visual arts, which are accessible to the public. The facility houses exhibition galleries, a 400 seat Auditorium, conference rooms, activity studios, library, bookstore, cafeteria, Café, laboratories, carpentry workshops, administrative facilities for 250 staff and underground car



garage. This unique building known for its architectural elegance is the most chosen for state visits and dinners, grand receptions and balls and various special events throughout the year.

## **A.2 INVITATION TO TENDER**

As opposed to a Request for Proposal, this is an Invitation to Tender request [commonly referred to as a ITT] that tenders be developed and submitted to the National Gallery of Canada setting out the prices by which several technical, performance, time and other goals and objectives may be best met, having regard to stated mandatory specification and requirements. The National Gallery of Canada will consider entering into a contract for the implementation of the most acceptable tender which will be determined having regard to the evaluation factors set out in this ITT. In addition, the contract terms and conditions upon which the Bidder will be prepared to undertake the implementation of the proposal will be measured against the mandatory contract terms and conditions set forth in this ITT.

## **A.3 DEFINITIONS**

**A.3.1** In this ITT document the specific **mandatory** requirements of the Bidder are identified by the use of “**shall (M)**”, “**must (M)**”, “**will (M)**”, “**will (M) not**”, “**shall (m) not**” and “**must (M) not**”.

**A.3.2** “**Bidder(s)**” means any firm(s), (includes sole proprietorship and joint ventures) submitting a bid to the National Gallery of Canada in response to the ITT.

Mandatory (M) requirements imposed on the Bidders **must (M)** be met by bid closing deadline.

**A.3.3** In the Scope of Work, Section C, the words “**must**”, “**will**” or “**shall**” define the specific mandatory requirements of the Contractor, related to the provision of the services.

**A.3.4** “**Contractor**” means the party to the Contract which undertakes, by entering into the Contract, to perform the services and who is to supply goods and services.

Obligations on the Contractor need not be met until the successful Bidder executes (signs) a Contract with the National Gallery of Canada, or as otherwise required by the terms of the Contract or this ITT.



**A.4 DESCRIPTION OF REQUIREMENT**

The requirements to be satisfied by the successful Contractor are specified in **Section C** of this document. The successful Contractor **will (M)** provide these services for the following site:

National Gallery of Canada (NGC)  
380 Sussex Drive  
Ottawa, Ontario Canada  
K1N 9N4

**A.5 REFERENCE TO THE WORD "PROPOSAL"**

In reference to the words "Request for Proposal" and "Proposal", wherever "Request of Proposal" appears in this document and in the General Conditions, substitute the words "Invitation to Tender" and "Tender".

**A.6 PERIOD OF CONTRACT**

A.6.1 The period for this Contract is **two (2)** years starting **November 1, 2013** and ending **October 31, 2015**.

A.6.2 If for any reason the successful Contractor cannot fulfill the requirements of the Contract, the National Gallery of Canada reserves the right to ask the next lowest qualified Bidder to take over the Contract.

**A.6.3 Renewal of contract**

The NGC reserves the right to renew and negotiate the contract for any additional terms consisting of a period of one year up to 3 years ending no later than October 31, 2018.

Pricing for option years: NGC would request pricing from the selected contractor for the Option Year(s) approximately 5 months (150 days) prior to the end of the contract. Incumbent contractor would be informed of NGC's intention to renew, or not, within approximately 4 months (120 days) of the end of the contract.

A.6.4 The Contractor hereby grants to the National Gallery of Canada the option to extend the period of the contract and to require the Contractor to continue to provide the services detailed herein, in accordance with the terms and conditions contained herein.

A.6.5 If the National Gallery of Canada intends to extend the Contract, it will provide the Contractor written notice of its intention at least 120 days prior to expiry of the Contract. The Contractor must acknowledge, in writing, receipt of the notice and its acceptance or



rejection of the Contract extension no later than fifteen (15) days after receipt of said notice.

**A.7 CONTRACT CLAUSES, TERMS AND CONDITIONS OF TENDER**

- A.7.1 The instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.
- A.7.2 These general terms, conditions and clauses are mandatory and **will (M) not be amended or deleted in any way**, including being amended by the addition of a new provision or conditions that may have the effect of derogating from an original mandatory provision. The inclusion by the Bidder of new provisions or conditions that may have the effect of derogating from the original NGC terms and conditions could result on the disqualification of the bid.
- A.7.3 If for any of the stated reasons below, OR for any other reasons, the successful Contractor cannot fulfill the requirements of this Contract, NGC reserves the right to ask the next lowest qualified Bidder to take over the Contract.
- a) If the Bidder withdraws or amends all or any part of its proposal at any time after the Tender closing date and time and prior to the Contract award **OR**
  - b) If the National Gallery of Canada does not receive the signed Contract, **within fifteen (15) calendar days** of the delivery of the Contract to the successful Bidder for signature.
  - c) If the contractor's performance on the contract merits the activation of NGC's General Condition clause *CG29 – Termination Due to Default of the Contractor (Section E – Appendix A)*.

**A.8 BIDDERS' CONFERENCE (SITE VISIT) – MANDATORY (M)**

**A.8.1** Bidders **must (M)** attend a Bidders Conference and site visit to be held at the National Gallery of Canada (NGC) building, located at 380 Sussex Drive, Ottawa, Ontario:

**September 11, 2013 at 10:00am**

**A.8.2** Bidders should bring their copy of the ITT document to the Conference.



**A.8.3** Bidders should register, **VIA E-MAIL**, with the Contracting Authority prior to the Bidders' Conference by giving names of people that will be attending the Conference, so that security passes can be prepared in advance.

Contact: Kathy Broom  
Contracting Authority / Procurement Manager  
E-mail: [kbroom@gallery.ca](mailto:kbroom@gallery.ca)

Registration should be received by September 10, 2013 by 3:00 PM

**A.8.4** Proponents **shall (M)** report to Kathy Broom, Contracting Authority, at the **Group Entrance Lobby Security Desk**, located at the front of the National Gallery of Canada building, near the parking garage by 9:45am, EDT, to sign the attendance sheet and receive a security pass. In addition to signing the Security register to receive a security pass, the Bidder (or representatives of the Bidder) **must (M)** also sign the Site Visit attendance sheet.

**A.8.5** The bilingual site visit will begin at **10:00 am (EDT) sharp** and will consist of a tour of the site and a question period. Attendance will be taken at site. Latecomers will not be allowed to join the Site Visit once the group has left the Group Entrance Lobby.

**A.8.6** **NGC will not (M) accept bids from Bidders whose company was not represented at the site visit.**

**A.8.7** Each Proponent **shall (M)** inspect the site, ask questions, and familiarize themselves with existing conditions, limitations and constraints that may arise during the period of this Contract.

## **A.9 MANDATORY (M) REQUIREMENTS**

**A.9.1** In response to this ITT, the Proponent **must (M)** submit the proof of following with the bid, at Proponent's expense:

- a) Bidder **must (M)** meet the NGC Insurance Requirements by submitting the proof of insurance. The Proponent **must (M)** submit with the offer either Certificate of Insurance stating minimum Five (5) million **Commercial General Liability** or **must (M)** submit Undertaking of Insurance Letter from Proponent's insurance carrier. The document provided by the Proponent **must (M)** clearly confirm that the insurance carrier is able to provide the specified required insurance (at Proponent's expense) upon the Bidder winning the Bid, as specified in Section E, Appendix C of this ITT;
- b) Bidder/Company **must (M)** provide proof of being legally able to work in **Ontario** where the work is conducted. Proof would normally include a current WSIB



certificate. Other documents could be accepted if they can be considered legal proof of the firm being able to work in Ontario;

- c) The Bidders **must (M)** submit the **Section G – Forms**
- d) Bidder **must (M)** include all of **Section F – Pricing Offer**, also referred hereto as Financial Proposal, in a separate and sealed envelope;

All of *Mandatory (M) Requirements* items listed in A.9.1 a) through d) **must (M) be submitted** with your bid.

In addition, the Bidder should also include the documents and the information requested as “Rated Requirements” in Section D and the forms G.3/References for a chance to rate maximum points in the evaluation of their Tender.

**A.9.2 Proponents must (M) have:**

- a) Obtained their ITT package from the PWGSC Buy and Sell website.
- b) Attended the **Mandatory (M)** Site Visit.

**A.10 LOCATION, DATE AND TIME FOR SUBMISSION OF TENDERS**

**A.10.1** Bids **shall (M)** be delivered **ONLY** to the address specified below. This address is for the sole purpose of receiving Tenders.

National Gallery of Canada  
**Curatorial Wing**  
Staff Entrance Security Desk  
380 Sussex Drive  
Ottawa, Ontario Canada K1N 9N4

**Attn: Kathy Broom**  
Contracting Authority

**A.10.2** All bids **must (M)** be:

- ✓ Enclosed in sealed envelope.
- ✓ Clearly marked with the project description, the full name and address of the Proponent written on the outside of the envelope.
- ✓ The closing date and time, and the **TENDER #** written on the outside of the envelope.



**A.10.3** All Tenders **must (M)** be delivered to the address specified above, on or before the closing date and time as specified, unless subsequently amended by the NGC.

**Closing Date: October 7, 2013**

**Time: 2:00 pm EDT**

**A.10.4** Faxes or electronic transmission of proposals **will not (M)** be accepted.

**A.10.5** Timely receipt and correct direction of the bids **shall (M)** be the sole responsibility of the Proponent.

**A.10.6** Tenders **must (M)** be complete at bid solicitation closing date and time.

**A.10.7** The National Gallery of Canada **will return**, unopened, bids received after the stipulated Bid solicitation closing date and time.

**A.10.8** There **will not be** a public opening of bids. Each firm that submitted a bid will be notified by letter of the results.

**A.11 ENQUIRIES DURING SOLICITATION PROCESS**

**A.11.1** All enquiries regarding the bid solicitation **shall (M)** be submitted in writing, by e-mail to the Contracting Authority:

Kathy Broom  
E-Mail: [kbroom@gallery.ca](mailto:kbroom@gallery.ca)

**A.11.2** All enquiries **shall (M)** be submitted as early as possible within the bidding period. Enquiries must be received by **September 18, 2013 by 10:00 am.** Questions received after this time **will not be answered.**

**A.11.3** To ensure consistency and quality of information provided to all Bidders, Contracting Authority will provide, simultaneously, through the Buy and Sell website, any information with respect to enquiries/questions received and the replies to such enquiries/questions without revealing the sources of the enquiries.

**A.11.4** All enquiries and other communications with NGC staff throughout the solicitation period **shall (M)** be directed **only** to the Contracting Authority. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of a Proponent's bid submission.



**A.11.5** Bidders **shall (M)** promptly examine all documents comprising this ITT and shall report any errors, and seek clarification of apparent errors, ambiguities or other problems.

**A.11.6** It is the Bidder's responsibility to avail themselves of all the necessary information to prepare a compliant tender in response to this ITT. The Contracting Authority may but is under no obligation to seek clarification of a bid submission from a Bidder.

**A.12** **JOINT VENTURES**

**A.12.1** The Proponent should clearly and explicitly state whether the bidding entity is or is not a joint venture in accordance with the definition below:

A **joint venture** is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- a) The incorporated joint venture;
- b) The partnership joint venture;
- c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

**A.12.2** If the response to this ITT is made by a joint venture, the Proponent **shall (M)** describe the precise nature of the joint venture, its legal status and its acceptance of the following general principles:

- a) That the signatories are acting and responsible jointly and severally;
- b) That the payment of moneys under the contract to the identified lead member shall act as a release from all parties;
- c) That giving notice by the National Gallery of Canada to the identified lead member shall act as notice to all parties;
- d) That the National Gallery of Canada may, at its discretion in the event of disputes among joint venture parties or changes in its composition, direct that the contract be terminated, without in any way altering the liability of the original signatories for performance of the terms of the contract; and



- e) Where the National Gallery of Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

**A.12.3** It is a condition precedent to any contract being awarded to a Proponent that the Proponent provides a copy of the signed Joint Venture Agreement (or equivalent document which defines the participant's roles and responsibilities) if the Proponent is bidding as a joint venture (as defined above).

**A.13 NATIONAL GALLERY OF CANADA SUPPLIED MATERIEL REQUIREMENTS**

Proponents **shall (M) not** assume that the National Gallery of Canada will provide them with any NGC Furnished Equipment or Materiel unless the ITT or the Scope of Services, Section C, explicitly states otherwise.

**A.14 COSTS RELATED TO SOLICITATION PROCESS**

- A.14.1 All costs and expenses incurred by a Proponent related to attending the Bidders Conference, the preparation of the bid **shall (M)** be borne by the Proponent. The National Gallery of Canada is not liable to pay such costs and expenses or to reimburse or to compensate the Proponents under any circumstances.
- A.14.2 The National Gallery of Canada **shall (M)** not be responsible for any costs related to any delays in the Tender, in awarding of the contract, or costs associated with any reviews or the approval process, or with obtaining any government approvals.
- A.14.3 Contract award is contingent in NGC having the required budget to proceed with the described work in the designated fiscal year.

**A.15 CONFIDENTIALITY/SECURITY**

- A.15.1 This document, or any portion thereof, may not be used for any purpose other than the submission of an offer.
- A.15.2 The successful Bidder **must (M)** agree to maintain security standards consistent with security policies of the National Gallery of Canada. These include a strict control of data and maintaining confidentiality of information gained while carrying out their duties.
- A.15.3 The individuals, or companies, participating in this ITT acknowledge and understand that the NGC is subject to the *Privacy Act* and *Access to Information Act (ATIP)*, and NGC may, as a result of a specific request made under that Act, be required to release this complete document or any other documents it has received related to this ITT. Participants in this



process should clearly indicate “**Confidential**” on items within their submission considered to be company confidential or proprietary information.

- A.15.4 All information pertaining to the National Gallery of Canada obtained by the Bidder as a result of participation in this project is confidential and **must not (M)** be disclosed without a written consent from the National Gallery of Canada.
- A.15.5 The successful Bidder and their employee(s) assigned to work at NGC as part of the Standing Offer will be asked to sign a *Confidentiality Agreement* before being allowed to work on NGC premises. A full copy of the *NGC Confidentiality Agreement* document can be found in Section E, Appendix D. It is a condition of work that this form be signed and given to the responsible NGC Project Officer before work can be assigned to the selected Contractor.
- A.15.6 Unsuccessful Bidders **must (M)** dispose of the Tender document obtained from NGC by secure shredding. Documents relating to this NGC Solicitation **must (M) not** be sent in intact condition to landfill or to recycling facilities.

If secure shredding equipment is not available to any of the participants involved in this Tender, all documents related to NGC Solicitations (Tender, RFP, site plans, specifications, schedules, notes, etc) can be put in an envelope marked for *Secure Disposal* on the outside of the envelope and returned to NGC for secure disposal, at the following address:

NATIONAL GALLERY OF CANADA  
380 Sussex Drive  
PO Box 427, Station A  
Ottawa, Ontario  
K1N 9N4  
**Attn: Procurement Office (For Secure Disposal)**

#### **A.16 SECURITY CLEARED PERSONNEL**

The Contractor **shall (M)** be responsible for providing personnel, including sub-contractors, security cleared at the *Reliability Level*. This screening will be done in accordance with Public Works Government Services Canada Industrial Security Program. The Company Security Officer (CSO) shall be solely responsible to have its staff appropriately screened prior to being assigned to the NGC. This screening includes a criminal record check and may include a credit check. The Contractor is responsible for all costs associated with the security clearance of its employees and for ensuring that the sub-contractors employees also have the appropriate security clearances.

The selected Contractor will have to submit proof of security clearance to the Project Officer for each of the supervisors/employees, or sub-contractors assigned to work at NGC.



**A.17** **NEGOTIATIONS**

The National Gallery of Canada reserves the right to negotiate with Proponents prior to contract award.

**A.18** **EVALUATION OF BIDS**

**A.18.1** Bids from firms not represented at the Mandatory Site Visit will be deemed non-compliant and will not be evaluated.

**A.18.2** Bids that do not comply to, and meet all the **mandatory (M)** requirements as per Section A.9.1 will not be evaluated.

**A.18.3** Bids that meet the **mandatory (M)** requirements will be evaluated on experience, results of reference checks, and on pricing (see Section D for full details).

**A.18.4** The NGC reserves the right to:

- a) Select pricing method that will offer best value to the organization
- b) Verify References provided by the Bidder;
- c) Inspect the Bidder's place of business, and equipment;
- d) Ask any Bidder to provide proof that they have the necessary management structure, skilled personnel, experience and equipment to perform competently the work under this Contract.

**A.18.5** The criteria specified in this ITT, and the site visit, as possibly amended by Solicitation Amendments are the sole criteria, which will be used in the evaluation of the proposals.

**A.19** **ITT/OFFER**

This ITT does not constitute an offer of any nature or kind whatsoever by the National Gallery of Canada to any Bidder.

**A.20** **NOTIFICATION, AWARD AND DEBRIEFING**

**A.20.1** Once the successful Bidder and the National Gallery of Canada has executed a contract, the National Gallery of Canada will make available to all Bidders the name of the successful Bidder.



A.20.2 The National Gallery of Canada will be able to provide a debriefing of the Bidder's proposal to unsuccessful Bidders (via telephone), if requested in writing, within ten (10) business days of notification that they have been unsuccessful.

END OF SECTION A



## SECTION B: TENDER PREPARATION INSTRUCTIONS

### **B.1** **COMPLETION OF TENDER**

Failure to submit your tender in the following format, and in the specified quantities, **may** render your Tender non-compliant. Where the non-compliance affects the Evaluation Committee ability to efficiently and fairly evaluate the Tender, the tender **will (M)** be declared non-compliant and no further consideration will be given.

**B.1.1 ENVELOPE # 1: SEALED, WITH ALL MANDATORY (M) DOCUMENTS and the Rated Information and Documents** as requested in Section D and G for the purpose of evaluation. The exterior of the envelope must be fully identified with Bidder identification and address and must include the words "**Technical Documents**":

#### **B.1.1.1 MANDATORY (M) DOCUMENTS to be included in envelope # 1**

Bidders **shall (M)** submit in hard copies the **original** requested document (bearing original signature where/if applicable), plus **one (1) additional photocopy and one (1) CD or one (1) USB Key containing a copy** (CD to be labelled with identifying content) of the **mandatory (M)** documents specified in A.9:

The Bidders **shall (M)** ensure that the originals and the copies are complete and identical.

B.1.1.1.1 **Insurance Document**, meeting requirements of article A.9.1a and of Section E, Appendix C

B.1.1.1.2 **Ontario**: proof of being allowed to legally work in the province of Ontario, as per A.9.1b).

B.1.1.1.3 **Joint Venture**: if applicable to the Tender, include documents described in A.12 and F.1.6 c)

B.1.1.1.4 **Section G – Forms**

**B.1.1.2 RATED DOCUMENTS FOR EVALUATION PURPOSES which should also be included in envelope # 1**

Where the Bidder fails to include all the documents required for the evaluation of the Tender, the tender will be evaluated and assigned points only on the rated documents provided. No points can be awarded for information requested but not included in the Tender.



Bidders should submit in hard copies one (1) **original** requested document (bearing original signature where/if applicable), plus **two (2) additional photocopies** and one (1) CD containing a copy, or USB key, (CD to be labelled with identifying content) of the **Rated Documents for Evaluation Purposes** as specified below. Mandatory Documents and Rated Documents for Evaluation Purpose can be on the same CD. The photocopies are required for the Evaluation Committee to perform individual evaluations: all photocopies of the documents must be complete and identical to the original documents.

B.1.1.2.1 Bidder's Information, Experience and Safety Training: proof of having a minimum of 5 years of relevant experience, as detailed in Section D4.2

B.1.1.2.2 Completed Section G – Forms G.3 References

**B.1.2 ENVELOPE # 2, SEALED, WITH ALL "PRICING" RELATED MANDATORY (M) DOCUMENTS. The exterior of the envelope must be fully identified with the sender's information and include the words "Pricing Offer":**

Proponent must include **Pricing Offer**, Section F, complete, as specified in A.9.1 d)

## **B.2 TENDER FORMS**

**The Tender shall (M):**

- B.2.1** Be submitted on the Tender forms provided in the ITT document on a clear and legible reproduced copy of said Tender forms or on a reproduced copy; the copies **must (M)** be identical in every respect to the Tender Forms provided in the ITT document, obtained from Buy and Sell. The addition of extra space on the sample Forms by the Proponent to allow entering more information is not considered a change to the form.
- B.2.2** Not be delivered by means of facsimile transmission; **facsimile copies of tenders are not acceptable;**
- B.2.3** Be based on the full ITT document including Specifications and plans posted on the Buy and Sell website and any Addenda issued by NGC in relation to this ITT.
- B.2.4** Be correctly completed in all respects,
- B.2.5** Be signed in accordance with the signing procedures set out herein; the signature of the signatory shall be an original;
- B.2.6** Be accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany Tender.



**B.2.7** Any alteration to the pre-printed or pre-typed sections of the Tender forms, or any condition or qualification placed upon the tender **shall (M)** be direct cause for disqualification. Any alterations, corrections, changes or erasures made to statements or figures entered on the Tender Forms by the Proponent **shall (M) be initialled** by the person or persons signed the Tender. Initials **shall (M)** be original(s) in blue ink. Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.

**B.3** **CONDITIONS OF TENDER**

In submitting a bid, the Proponent agrees that representatives of the National Gallery of Canada may conduct a survey of its facilities, technical abilities and financial status, to determine adequacy for the proper performance of the proposed Contract Agreement.

**B.4** **PREVIOUS COMMUNICATIONS BETWEEN NGC AND PROPONENTS**

This document contains the entire requirements relating to the Tender. Other representations, information and/or documentation provided to or obtained by the Bidder from any source prior to the date of this Tender shall have no force or effect in relation to this Tender.

**B.5** **AMENDMENTS TO PROPONENT'S TENDER**

**B.5.1** After the Tender closing date and time, amendments to the Proponent's bid **will not (M)** be accepted.

**B.5.2** Any amendment on or before the date and time set for the closing of tenders **must (M)** clearly indicate what part of the Tender the amendment is intending to modify or supplement.

**B.5.3** Any amendment **must (M)** be submitted in writing to the Contracting Authority, by letter provided the revision is received at the office designated for the receipt of tenders, on or before the date and time set for the closing of tenders.

**B.5.4** A revision to a unit price tender **must (M)** clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

**B.5.5** Any amendment submitted by any other method **will not (M)** be accepted.

**B.6** **WITHDRAWAL OF BID**

**B.6.1** In the event that a Proponent wishes to withdraw its bid before the closing date, the Proponent **shall (M)** immediately notify the Contracting Authority **IN WRITING**.



**B.6.2** Should the bid be withdrawn before bid closing date, it **will (M)** be returned to the Proponent after the closing date, and no further consideration **will (M)** be given to it.

**B.7** **APPLICABLE TAXES**

**B.7.1** Tenders **must (M)** not include any amounts for the Harmonized Sales Tax (HST), and the HST shall not be included when calculating the amount of any tender security or contract security, which may or may not be required.

**B.7.2** Any amount levied in respect of the HST will be billed as a separate item in a progress claim submitted by the Contractor, and will be paid to the Contractor in addition to the amount approved by the NGC for work performed under the contract. The Contractor will be required to remit the appropriate amount to Canada Customs and Revenue Agency in accordance with the applicable legislation.

**B.8** **ACCEPTANCE OF TENDER**

**B.8.1** The NGC may accept any Tender, whether it is the lowest or not, or may reject any of all Tenders.

**B.8.2** Without limiting the generality of B.8.1, the NGC may reject any tenders based on an unfavourable assessment of:

**B.8.2.1** The adequacy of the tendered price to permit the work to be carried out and, in the case of a tender providing unit prices or a combination of lump sum and unit prices, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

**B.8.2.2** The Proponent's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the contract;

**B.8.2.3** The Proponent's performance on other contracts.

**B.8.3** In assessing the Bidder's performance on other contracts pursuant to B.8.2, the NGC may consider, but not be limited to, such matters as:

**B.8.3.1** The quality of workmanship of the Proponent in performing the work;

**B.8.3.2** The timeliness of completion of the work, and



**B.8.3.3** The Proponent's overall management of the work and its effect on the level of effort demanded of the NGC and its representatives.

**B.8.4** The NGC may reject a bid where any of the following circumstances is present:

**B.8.4.1** The Proponent, or any employee or subcontractor included as part of the Tender, has been convicted under Section 121 ("Frauds on the Government" & "Contractor subscribing to election fund") or 124 ("Selling or purchasing office") or 148 ("Selling defective stores to Her Majesty") of the Criminal Code;

**B.8.4.2** The Proponent's bidding privileges are suspended or are in the process of being suspended;

**B.8.4.3** The bidding privileges of any employee or subcontractor included as part of the Tender have been suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;

**B.8.4.4** With respect to current or prior transactions with the Government of Canada:

**B.8.4.4a)** The Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;

**B.8.4.4b)** Evidence, satisfactory to the NGC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees or any subcontractor included as part of its Tender;

**B.8.4.4c)** The NGC has previously exercised or intends to exercise the contractual remedy of taking the work out of the Contractor's hands with respect to a Contract with the Tendered, any of its employees or any subcontractor included as part of its Tender; or

**B.8.4.4d)** The NGC determines that the Proponent's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Proponent executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.



**B.8.5** Where the NGC intends to reject a Tender pursuant to a provision of clause B.8.4, other than sub clause B.8.4.2, the NGC will so inform the Proponent and provide the Proponent fifteen (15) days within which to make representations, prior to making a final decision on the Tender rejection.

**B.9** **PERFORMANCE EVALUATION**

Proponents shall take note that the performance of the Contractor during and upon completion of the Work shall be evaluated by the NGC. The evaluation will be based on the quality of workmanship; timeliness of completion of the Work; and the Contractor's overall management of the Work in relation to the level of effort required of the NGC in administering the contract. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future contracts may be suspended indefinitely.

**B.10** **MARKING THE CONFIDENTIALITY OF PROPONENT'S INFORMATION**

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal, which in the Proponent's opinion, are of a proprietary or confidential nature **shall (M)** be clearly marked "**PROPRIETARY**" or "**COMPANY CONFIDENTIAL**" at each relevant item or page or in a statement covering the entire proposal. The Proponent **shall (M)** clearly identify any proprietary or confidential information as such and specify the desired treatment of such proprietary or confidential information.

END OF SECTION B



## SECTION C: SCOPE OF SERVICES

### 1. GENERAL

1.1 The Contractor shall supply all labour, equipment, materials, tools and permits necessary to meet the requirements of this contract.

1.2 This work shall take place at the:

**National Gallery of Canada (NGC)  
380 Sussex Drive  
Ottawa, ON  
K1N 9N4**

1.3 It is the responsibility of the Contractor to ensure that all staff is properly trained. ***Any additional work required because of poor technique or product must be performed at the Contractor's expense.***

1.4 The requirements stipulated in this tender are estimates only. The NGC is not responsible for the accuracy of these estimates. It is expected that the contractor may have to exceed such requirements in order to meet the stated objectives at no extra cost to the NGC.

### 2. QUALITY STANDARDS OBJECTIVES

2.1 Perform work with minimum disturbance to building occupants, the public, the normal use of the premises and its operations.

2.2 Correct defective work as soon as possible after it becomes apparent and weather and season permitting.

### 3. CODES AND REGULATIONS

3.1 Grounds maintenance, snow removal and ice control operations shall be carried out in accordance with all applicable federal, provincial and municipal standards, codes and regulations.

### 4. ENVIRONMENTAL STANDARDS

4.1 The Contractor shall ensure that all operations and procedures are performed with consideration to the environment including but not limited to the acquisition, handling, storage, transportation and disposal of hazardous substances.



- 4.2 All chemical compounds including but not limited to insecticides, pesticides, herbicides, fertilizers, etc. will be **used only upon approval of the NGC**. The Contractor is responsible for conformance to all safety regulations at all times and must maintain current MSDS data at all times. Application must be performed by licensed operators conforming to all Federal, Provincial and local regulations as may be applicable and modified from time to time. Appropriate bilingual signage to notify the public is required. **Application is to be done outside normal working hours.**
- 4.3 The Contractor shall be responsible to dispose of all refuse in accordance with all applicable regulations and by-laws at approved and licensed land fill sites and all chemicals at approved waste sites.
- 4.4 Contractor shall be responsible to pay landfill disposal and waste handling fees.
- 4.5 Contractor shall be responsible to pay any and all fees associated with the disposal of snow.
- 4.6 Burning of litter or debris is not permitted on site.
- 4.7 Contractor is required when fuelling equipment to have a spill kit that should contain, absorbent pads, granular absorbent, garbage bags and shovels.

5 **DAMAGES**

- 5.1 Any damage or negligence to the property, including plants and exterior furniture and building caused by the Contractor will be repaired or replaced immediately and paid for by the Contractor.
- 5.2 The Contractor shall attend a site inspection with the Project Officer of the NGC to identify in writing, any existing on-site damages prior to commencement of the contract period, to eliminate any dispute in responsibility for damages and liability of same, as well as an "after season" site inspection to identify any damages that were incurred during the season.
- 5.3 All damage noticed in the performance of the work (whether it was caused by others or self) must be promptly reported so that it can be investigated and repairs, where required. (Ex. graffiti, broken granite tiles on the building, damaged exterior furniture, etc.) This should be reported on the daily activities logbook.



6 **PERSONNEL, SUPERVISION AND MANAGEMENT**

- 6.1 Contractor shall supply reliable, motivated, security cleared personnel. All personnel who will be assigned to exterior landscaping duties must have undergone training in the care and maintenance of exterior plants.
- 6.2 Contractor shall ensure that the work is competently supervised at all times. The supervisor who will be assigned to exterior landscaping duties must have undergone training in horticulture, e.g. Community College Diploma or equivalent as this is considered fundamental in the qualification of a supervisor.
- 6.3 All personnel shall be required to wear company identification which should be visibly identifiable and have proper attire at all times. All workers to have reflector jackets /shirts and PPEs.
- 6.4 All employees providing services under this contract shall have WHMIS and Health and Safety Training. First aid qualifications would be an asset. Contractor shall provide documentation of training when requested by the NGC Project Officer.
- 6.5 Management personnel to produce minutes of monthly site meetings and forward them to the NGC Project Officer within one week from the meeting.
- 6.6 At the beginning of October of each year, the Contractor and the NGC Project Officer shall do a site inspection of the grounds to take inventory of all plants, shrubs and grasses. A list of replacements shall be developed with pricing for the next season's planting within a week from the date of the meeting.
- 6.7 The Management Personnel and the site supervisor will develop with the Project Officer a yearly maintenance calendar.
- 6.8 A daily activities log sheet will be submitted to the Project officer daily by 10am, confirming what steps are being taken to ensure the site is safe, clean and maintained as per specifications.

7 **MATERIALS, SUPPLIES AND EQUIPMENT**

- 7.1 Contractor shall supply all materials, supplies and equipment to perform the work as per Scope of Work.
- 7.2 Provide **green** products wherever possible and practical and equipment that is **environmentally friendly** to carry out the work. (Electrical motors, 4 strokes engines etc.)



- 7.3 Contractor shall provide a list of proposed materials, supplies and equipment with photos in the tender submission.
- 7.4 Contractor shall keep a minimum inventory of all supplies needed in the daily course of the work including emergency supplies.
- 7.5 Contractor shall use safe equipment for the purpose intended and in good condition in order to avoid oil spills and stains on grounds. All equipment shall be licensed as required by all authorities. Equipment shall not be left unattended while running. If used on roadways, equipment will be equipped with proper beeper for reverse action. Snow removal equipment will be equipped with a rubber blade to avoid damaging interlocking stones.
- 7.6 Contractor shall be responsible for the maintenance of the irrigation system including start-up in Spring and closing-off in Fall. Repairs will be invoiced to the NGC at cost.
- 7.7 Contractor must have access to a water truck to supplement watering for trees and also have access to a "cherry picker" for pruning trees.
- 7.8 The National Gallery of Canada reserves the right to visit the Contractor's premises and inspect equipment to ensure it meets all safety requirements, is in good condition and that all equipment is licensed as required by all authorities.

## 8 SAFETY

- 8.1 Contractor shall be responsible for ensuring the safety of the occupants, users and public while carrying out the work. This includes monitoring ice build-up around the building and roof and notifying the NGC Project Officer in order for the latter to take action. To be reported in the daily activities logbook.
- 8.2 All personnel shall wear protective equipment meeting all applicable codes and standards. All personnel will wear reflective clothing. All equipment operators must be fully trained, qualified and licensed.
- 8.3 Contractor shall conform to all WHMIS regulations and will post MSDS lists in site office. All products will be labelled. Contractor shall provide documentation of training when requested by the NGC Project Officer.
- 8.4 Contractor shall install bilingual warning signs or caution tape around areas where there may be a danger to the building occupants and public.
- 8.5 Contractor shall be responsible to provide storage equipment, if required, for flammable and chemical supplies in accordance to safety regulations. The NGC will supply a



designated area for storage of equipment on P2 level in the garage. Propane fuelled equipment is not permitted in the garage.

- 8.6 The NGC reserves the right to temporarily suspend any operation conducted in an unsafe manner by the employees of the Company or any other subcontractor.
- 8.7 It is the contractor responsibility to keep employees updated with new regulations/codes and also provide refresher courses as required.

## **9 HOURS OF SERVICE**

The Contractor will respond to calls within 30 minutes and be on site within one hour of the call, 24 hours a day. The Contractor must be equipped with a communication device or 24 hour telephone number.

### **Normal Working Hours**

#### **Landscaping Services**

7 days a week, from 7:00am to 6:00pm  
*Weekends and Holidays, excluding July 1st (For information regarding July 1<sup>st</sup> see item 11.12.2)*

#### **Snow Removal & Ice Control Services**

7 days a week, from 6:00am to 8:00pm (*Except Thursday until 9:00pm, and after hours for Special Events*)

### **Snow removal and ice control operations – 7 days a week - 24 hours a day**

#### **ZERO TOLERANCE LEVEL OF SNOW AND ICE**

*A full crew will be on site at the beginning, during and after the snow/ice storm to keep all major access points open free of ice and snow*

#### **NOTE:**

The NGC reserves the right to change hours of operations to accommodate after-hour Special Events.

The NGC will advise the Contractor in advance of after-hour Special Events. A list of events will be forwarded to the contractor's office via email a week in advance of the events. There could be shorter notification for late bookings.



## 10 OFFICE SPACE, PARKING AND STORAGE

### THE NGC WILL NOT BE HELD LIABLE IN THE EVENT OF DAMAGE AND THEFT OF CONTRACTOR'S PROPERTY

- 10.1 NGC will provide 2 parking spaces on the P2 level of the garage, for trucks and tractors with 6 foot maximum height clearance.
- 10.2 NGC will provide one storage shed in parking garage (P2) for grounds maintenance equipment used on the NGC site. The storage must be kept clean and orderly. Propane fuelled equipment is not permitted in the garage.
- 10.3 The NGC will provide the Contractor an office /washroom/storage space (90 sq. metres) next to the Great-Hall which is a designated non-smoking area. It is the contractor's responsibility to keep area clean and well-kept on a daily basis. Storage of flammables materials is not permitted. The NGC will inspect the office/storage space on a regular basis.
- 10.4 Renovations are not permitted.
- 10.5 All areas are designated non-smoking.
- 10.6 The Gallery reserves the right to include other contractors to share this office. The NGC will not be held liable in the event of damage and theft of Contractor's Property.

## 11 SCOPE OF WORK – EXTERIOR LANDSCAPING SERVICES

*The Contractor must maintain and protect the planted areas and hard landscape to the highest horticultural standards. The Contractor must have access to all types of plants, which are currently found on the NGC site.*

- 11.1 The work shall include **but not be limited** to the following areas:
  - roadways, walkways, terraces, loading dock, Tour Group pavilion interior, exits, garage ramps in/out
  - lawns, grass areas
  - trees, shrubs, ground cover beds, flowers, bulbs
  - gravel areas
  - grounds
  - Special Sites (Taiga Garden, Amphitheatre, Sculpture Courtyard, Winter Garden, Front Driveway Island, Cafeteria & Sketches Terrace, Plaza)
  - All property drainage troughs, including garage ramps.



**11.2 Roadways, Walkways, Restaurant Terraces, Loading Dock, Garage Ramps**

- 11.2.1 Clear all roadways, walkways, terraces, loading dock, garage ramps, drain troughs of all accumulated dirt and debris in the Spring by manual or mechanical means. All accumulated dirt and debris must be removed as it occurs whether by maintenance operations or by natural causes.
- 11.2.2 Pressure wash all pavers, (granite & concrete) the front driveway, the floor in the Tour Group pavilion and the Restaurant Cafeteria granite terrace a minimum of four times during the spring/summer period. Work to be done before 10:00am.
- 11.2.3 Remove litter and debris from refuse containers, and ashtrays (grey and granite exterior furniture containers, Butt Stop containers, and the grounds twice daily. (before 10:00 am and after 1:00 pm). Stainless steel containers and ashtrays, to be washed every day and plastic garbage bags replaced as required.
- 11.2.4 Inspect and clean all walkways, entrances, emergency exits and stairwells exit on a daily basis.
- 11.2.5 Remove weeds, grass, and moss growing between pavers.
- 11.2.6 Remove gum and oil stains from granite & concrete pavers.
- 11.2.7 Re-level pavers as required. Contractor is to purchase pavers on behalf of NGC and charge to NGC at cost. The NGC estimates that there is an annual average of two to three weeks' worth of work to re-level pavers per year.
- 11.2.8 Re-paint yearly all yellow and white lines including arrows at Main Entrance driveway and loading dock.
- 11.2.9 Clean all exterior building lights excluding bollards.
- 11.2.10 Spray wash 4 times during the summer season the 4 garage dock doors.

**11.3 Lawn**

- 11.3.1 All grass shall be mowed with the height not to exceed 5cm. It shall be trimmed around all obstacles and not limited to curbs, building foundation, trees, signs, and posts. Grass shall be removed in between pavers (including Cafeteria terraces and



all emergency exits). Contractor to coordinate with the NCC contractor that will have Nepean Point contract for mowing the lawn at the same time.

11.3.2 Fertilizer applied as required. The Contractor shall advise the NGC Project Officer of requirement for application.

11.3.3 Lawn area watered only if approved by the Project Officer.

11.3.4 Grass areas maintained in a weed and insect free status. Fertilizer and/or herbicide applications must be approved by the NGC Project Officer and performed in accordance to applicable regulations.

11.3.5 Damaged grass will be repaired when it occurs in Spring, Summer and Fall. (For small areas only)

11.3.6 Grass to be aerated as required.

11.3.7 Taiga Garden: Arctic Grass area (Poa Alpina, see article 11.10 Special Sites).

#### 11.4 **Trees**

11.4.1 Trees trimmed in order to ensure the growth pattern maintains symmetry unless otherwise specified in "Special Sites Maintenance", Article 11.10.

11.4.2 All dead material removed from trees on daily basis.

11.4.3 Trees watered as required depending on environmental conditions.

11.4.4 Wounds from trimmed or broken branches exceeding 5cm shall be treated.

11.4.5 All trees shall be fertilized and soil tested for nutrient requirements, as required. When required, tree specialist may be called in to analyse and recommend corrective action.

11.4.6 Tree beds shall be maintained to ensure the soil is friable and free of weeds at all times.

11.4.7 Ensure evergreens are well watered prior to winter freeze up.

11.4.8 Pin Oaks trees need in late spring to broadcast with iron chelate around the base of the trunk.



11.5 **Shrubs/Ground Cover**

- 11.5.1 Prune dead, broken or damaged branches as they occur.
- 11.5.2 Trim on an on-going basis to ensure symmetry of desired form as directed by the NGC.
- 11.5.3 Winterize to minimize damages, includes but not limited to wrapping, mulching, protective barriers.
- 11.5.4 Fertilize, water and apply disease control techniques as required.
- 11.5.5 General maintenance includes, cultivating of soil, keeping it friable, and maintaining mulch free of weeds and debris.
- 11.5.6 Test soil for nutrient requirements.
- 11.5.7 Remove rose hips from rose bushes in Spring, prune off suckers.
- 11.5.8 Clip Virginia Creeper in a natural cascading manner when it reaches pavement.
- 11.5.9 Trim vegetation growth around banner lights so as to not obscure the lenses.

11.6 **Litter and Debris**

- 11.6.1 All grounds must be maintained free of litter, debris, leaves, etc., TWICE A DAY.
- 11.6.2 Bio-hazardous wastes such syringes, needles, etc. **must be reported** to the Duty Officer at 990-1980 and will be disposed of by the NGC.
- 11.6.3 Leaves and litter shall be removed from all site areas on an on-going basis, this includes areas such as doorways, emergency exits, Tour Group Pavilion interior, garage ramps, Cafeteria & Sketches terraces, stairwells, walkway at bookstore etc.
- 11.6.4 Drainage troughs around the building to be cleaned out on a monthly basis, including the garage entrance and exit ramps. Report all broken grilles immediately to the NGC Project Officer.
- 11.6.5 Clean all exterior building lights, pedestrian doors and garage doors from insects and spider webs (bollards are excluded).



11.7 **Gravel Surfaces**

- 11.7.1 Rake all gravel surfaces as required to maintain an even appearance and weed free.
- 11.7.2 Remove debris, litter and weeds on an on-going basis.

11.8 **Pest and Disease Control**

- 11.8.1 Notify the NGC representative immediately of any insect or fungal disease.
- 11.8.2 Prior to the application of any insecticide/herbicide obtain approval for treatment from the NGC project officer.
- 11.8.3 Apply insecticide/herbicide strictly following manufacturer's specification for use.
- 11.8.4 The Contractor shall also be responsible for the removal of wildlife such as groundhogs, racoons, bees & wasps nests, dead birds or other small animals causing damage to the property.

11.9 **Winter Protection**

- 11.9.1 Rake and remove leaves from property after they have been shed by trees and shrubs. Clean out shrub and tree beds and remove debris from site.
- 11.9.2 Ensure adequate moisture in root zones of plants prior to freeze up.
- 11.9.3 Protect to minimize damage. This includes but is not limited to wrapping, covering, mulching, winter fencing. Winter fencing and burlap shall be green and provided by contractor (1200' linear feet) as scheduled by the NGC project Officer. (See Appendix E – Site Plans for Snow Removal for locations)
- 11.9.4 Apply anti-desiccant to evergreen trees and shrubs susceptible to winter desiccation as required.
- 11.9.5 Winterize irrigation system before frost.

11.10 **Special Sites Maintenance**

11.10.1 **Taiga Garden**

- a) ***Red Leafed Rose Bushes***: remove rose hips in the Spring and remove dead branches as required.



- b) **Bog Rosemary:** apply peat moss as determined by soil analysis.
- c) **Blue Flag Irises:** divide on a 3-year cycle.
- d) **Wild Strawberry:** remove weeds. If possible, break up soil. Fertilize as required.
- e) **Canadian Dwarf Cinquefoil:** keep free of weeds.
- f) **Vancouver Jade (Kinnikinnick):** keep weed free, cover with leaf mulch in the Fall.
- g) **Tartarian Dogwood:** cut out dead and old wood.
- h) **Siberian Cypress:** protect from salt spray.
- i) **Dwarf Mugho Pine:** break off candles in the Spring.
- j) **Austrian Pine:** prune, shape and stunt as per gallery instruction. **(LABOUR INTENSIVE)**. Monitor on an on-going basis and fertilize as required.
- k) Most weeds to remain in rock crevices; remove heavy weeds, complete with roots, only, every Thursday.

11.10.2 **Winter Garden and Stairs to Loading Dock Area:**

- a) **Pin Oaks:** cut out dead wood. Fertilize. **(LABOUR INTENSIVE)**.
- b) **Bearberry Cotoneaster:** keep weed free and cover with leaf mulch in the Fall.
- c) **Austrian Pines:** break off top candles in the Spring.
- d) **Mugho Pines:** break off candles in the Spring.
- e) Remove heavy weeds in garden along stairs.
- f) Remove weeds complete with roots every Thursday.

11.10.3 **Sculpture Courtyard/Sunken Garden**



- a) **Crab-apples:** maintain lower branches at present height.
- b) **Boston Ivy:** trim out any dead material, turn over soil at root, fertilize.
- c) **Gravel:** rake to maintain even pattern.
- d) Most weeds to remain in rock crevices; remove heavy weeds only.

11.10.4 **Front Driveway Islands** (Fafard-Running Horses)

- a) **Junegrass**
- b) **Little Bluestem**
- c) **Prairie Dropseed**
- d) **Russian Sage**
- e) Remove weeds complete with roots every Thursday. Fertilize in Spring with slow release fertilizer.

11.10.5 **Restaurant ,Cafeteria and Sketches Terraces**

- a) Supply plants specified by NGC for eight (8) terracotta pots and water regularly through summer. (From May 15 to October 15)

11.10.6 **The Three Watchmen (by Jim Hart)** (will be a separate line item on the Pricing Form)

Situated at the corner of Mackenzie Ave. / St. Patrick St. / Murray St.

- a) Plants: Bonin Isles Juniper
- b) Remove debris, litter on an on-going basis
- c) General maintenance includes, cultivating of soil, keeping it friable, and maintaining mulch free of weeds and debris every Thursday
- d) Protect to minimize damage on July1 with winter fencing that will surround the whole planter
- e) Winter protection: fence with burlap to be installed in Fall and removed in Spring around the whole planter perimeter
- f) Apply anti-desiccant to evergreen shrubs susceptible to winter desiccation as required
- g) Contractor must have access to a water truck to supplement watering for shrubs

11.11 **Exclusions**



- a) Additional landscaping and plantings;
- b) Civil engineering work such as repairs to roadways, garage, curbs, fences;
- c) Repairs to exterior of the building unless caused by the Contractor;
- d) Repairs to the irrigation system. (Gallery to be invoiced at cost);
- e) Maintenance of the Garage;
- f) Replacement of trees, shrubs, etc., which was not preventable by the Contractor;
- g) Replacement of burnt lights.

#### 11.12 Special Activities Maintenance

Special Events include but are not limited to: Tulip Festival, Canada Day

11.12.1 Ensure grounds are kept free of litter and debris all day on July 1, 10:00am to 10:00pm and that cleaning activities are completed by 9:30am, July 2.

11.12.2 Provide additional waste containers on request for Special Events.

#### 11.13 Installations and Removals

11.13.1 *Barricades*, approximately 80 for winter protection, provided by NGC to be installed and removed at Main Entrance, Tour Group, Sunken Garden as per site plan (Appendix E – Site Plans for Snow Removal), as scheduled by the NGC project Officer.

11.13.2 *Signage* (Closed Monday, Ice Falling) provided by NGC to be installed and removed at Main Entrance, Tour Group, Great Hall, P1, P2, Staff Entrance as scheduled by the NGC project Officer.

11.13.3 *Bicycle Racks* (approx. 10) are to be installed and removed in the Spring and Fall on Plaza at Main Entrance, Tour Group, Staff Entrance.

11.13.4 Assist in installation/removal of glass wall at the Staff Entrance

11.13.5 Install/remove special roof at Staff Entrance for ice and snow protection.

11.13.6 *Christmas lights* to be installed and removed on 10 Silver Maple trees on Sussex Drive as scheduled by the NGC project Officer.



11.14 **Site Furniture**

All granite furniture (including the interior of the Tour Group Pavilion) is to be kept clean and aligned with building.

11.15 **Performance Management - Mandatory**

11.15.1 Compliance to the NGC requirements of this contract **will (M)** be monitored and assessed on a regular basis by the NGC Project Officer by completing out a **Performance Evaluation Sheet** described in item 11.15.4.

11.15.2 A copy of the **Performance Evaluation Sheet** shall be given to the Contractor upon completion of this evaluation. All items obtain a **pass** or **fail** score, or **not applicable**.

11.15.3 The Contractor hereby accepts to incur the following penalties: Upon any **“fail”** result, the Contractor will receive a copy of the **Performance Evaluation Sheet** and must implement any corrective measures ***immediately***.

Within 12 hours of written notification if the situation has not been resolved, the Contractor will be subject to a financial penalty being assessed against his monthly invoice as per **Performance Evaluation Sheet** described in item 11.15.4. A repeat Failure will not have 12 hours' notice to rectify the situation, response must be immediate.

11.15.4 **Performance Evaluation Sheet**

Description	% Value of Invoice	Pass	Fail/detail of occurrences	N/A and/or Comments
<b>Environmental Standards</b>				
Workers shall conform to all WHMIS regulations including worker training, MSDS lists and product labelling. Contractor shall provide documentation of training when requested by NGC Project Officer.	5%			
Bio-Hazardous waste are reported promptly	2%			
<b>Personnel, Supervision and Management</b>				
Producing site meeting minutes and	5%			



plants inventory within a week from date of the meeting.				
All workers wear company identification and proper attire at all times.	2%			
<b>Materials, Supplies &amp; Equipment</b>				
Onsite Office and Storage is clean and orderly.	5%			
Equipment not left unattended while running.	5%			
Equipment meets all safety requirements and in good condition.	5%			
Irrigation system maintained including spring start-up and winter shutdowns.	5%			
<b>Safety</b>				
Personnel wear personal protective equipment, as required.	5%			
Provide bilingual warning signs.	2%			
Proper storage for flammable and chemical supplies.	2%			
<b>Hours of Service</b>				
Respond to phone calls within 30 minutes.	5%			
Be on site within one (1) hour of a call.	5%			
<b>Scope of Work</b>				
Roadways, walkways, terraces, loading dock, garage ramps emergency exits are clean of litter, debris, stains, gum, weeds etc. as per specs.	5%			
Granite containers, ashtrays etc are cleaned, emptied twice a day as per specs.	5%			
Grass mowed and trimmed as per contract.	5%			
Tree specialist called in to analyze, fertilized and recommend corrective actions (as required)	2%			
Trees growth pattern maintained	2%			



Shrubs/ Ground Cover are free of weeds & debris, soil has been cultivated.	5%			
Virginia Creeper and Boston ivy clipped.	5%			
Banner lights are not obscured with vegetation growth.	2%			
Drainage troughs are kept clean and unsafe conditions are reported immediately to the project officer (eg. broken or warped grilles).	5%			
Gravel surfaces are raked to maintain an even appearance as per specs.	4%			
Notifying project officer of any insects or fungus diseases.	5%			
Winter protection installed as per site plan and according to agreed-upon schedule.	2%			

12 **SCOPE OF WORK – SNOW REMOVAL & ICE CONTROL SERVICES**

- 12.1 The Contractor shall provide all labour, material and equipment to clear and remove snow and ice at the NGC. Snow shall be removed with power sweeper, conditions permitting. This will also include leaves and garbage removal from all exterior trash cans and ashtrays.
- 12.2 Contractor shall use safe equipment, for the purpose intended and in good condition in order to avoid oil spills and stains on grounds. All equipment shall be licensed as required by all authorities and will be equipped with a rubber blade to avoid damaging the interlocking stones. (Mechanical brooms, snow blower, blades etc.)
- 12.3 Provide snow clearing services at a zero level of tolerance (no accumulation of snow and ice) from 6:00am to 8:00pm, 7 days a week, except Thursday until 9:00pm, and after hours for Special Events for the duration of the contract.
- 12.4 Main entrance roadway, garage entrance and exit ramps and the loading dock areas will be cleared of snow and ice by 6:00am. Accumulated snow piles are to be removed 24 hours after storm has ended.



- 12.5 Sand and salt asphalt areas when necessary to ensure surface is safe for vehicle and pedestrian traffic.

**Calcium chloride flake 77%** shall be used on interlocking stones. The NGC Project Officer must approve the use of regular salt in extreme freezing rain / ice and very slippery conditions. In freezing rain conditions, the Contractor will salt and sand areas as often as necessary to ensure surface is safe for pedestrians.

**NOTE: DO NOT APPLY SALT AGAINST BUILDING WALLS & CONCRETE COLUMNS**

- 12.6 The Contractor shall supply and maintain bins for ice melting materials. 8 Bins must be approved by the NGC Project Officer and accessible by the NGC staff.

- 12.7 Areas for temporary snow piling shall be designated with the NGC Project Officer. **No DUMPING ON PLANTED AREAS**

- 12.8 See Appendix E – Site Plans for Snow Removal

- 12.9 **Special requirements for National Gallery of Canada**

- a) Snow and ice accumulated from roof snow removal operations at the NGC shall be cleared at no extra cost.
- b) At the end of winter, all walkways and roadways shall be cleared of accumulated debris with a vacuum sweeper and street flusher, and remove any staining on interlocking stones.
- c) Signage (Closed Monday, Ice Falling Etc.) provided by NGC to be installed and removed at Main Entrance, Tour Group Entrance, Great Hall, P1, P2, Staff Entrance, as scheduled by the NGC Project Officer.
- d) Loading dock food rolling garbage containers area must be cleared of snow and ice to be able to move the units close to the loading dock door.
- e) Barricades provided by NGC to be installed and removed for special requirements (Eg, Winterlude exterior work by others)
- f) Leaves, litter, debris, must be removed from grounds, garbage containers, ashtrays, all entrance doors every day.
- g) Snow and ice accumulated on the 9 recessed lights around the sculpture Maman and the 4 recessed lights at the Plaza main entrance must be removed by hand and broom.
- h) Snow and ice accumulated on the Plaza Low Wall will be removed.



12.10 **Permits and By-Laws**

- a) The Contractor shall comply with all laws and regulations relating to the work and shall pay for all required permits and certificates.
- b) The Contractor will respect all bylaws, regulations with specific mention to noise level and disposal of snow.
- c) The Contractor shall not dump snow in city streets and the Ottawa River as per bylaw.

12.11 **Performance Management - Mandatory**

12.11.1 Compliance of the contractor to the requirements of this contract **will (M)** be monitored and assessed on a regular basis by the NGC Project Officer by completing out a **Performance Evaluation Sheet** described in item 12.10.4.

12.11.2 A copy of the **Performance Evaluation Sheet** shall be given to the Contractor upon completion of this evaluation. All items obtain a **pass** or **fail** score, or **not applicable**.

12.11.3 The Contractor hereby accepts to incur the following penalties: Upon any **“fail”** result, the Contractor will receive a copy of the **Performance Evaluation Sheet** and must implement any corrective measures ***immediately***.

Within 12 hours of written notification if the situation has not been resolved, the Contractor will be subject to a financial penalty being assessed against his monthly invoice as per **Performance Evaluation Sheet** described in item 12.10.4. A repeat Failure will not have 12 hours’ notice to rectify the situation, response must be immediate.

12.11.4 **Performance Evaluation Sheet**

	Description	% Value of Invoice	Pass	Fail/detail of occurrences	N/A and/or Comments
1.	Snow removal and ice control are as per plans and schedule.	10%			
2.	Minutes of site meetings are produced within a week.	5%			
3.	Site supervisor register each site visit and report maintenance activities daily in	5%			



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	logbook				
4.	All workers wear company identification, PPE, and proper attire at all times.	10%			
5.	All workers have WHMIS training.	5%			
6.	Onsite office and storage is clean and orderly.	5%			
7.	Equipment meets all safety requirements and is in good condition.	5%			
8.	Inventory of supplies (salts & sand etc) is at maximum.	10%			
9.	Proper storage for flammable and chemical supplies.	5%			
10.	Respond to calls within 30 minutes and be on site one (1) hour of a call.	10%			
11.	Remove leaves, litter, debris, from grounds, garbage containers, ashtrays every day.	10%			
12.	Accumulated snow piles are removed within 12 hours after storm has ended.	10%			
13.	Sand and salt used on asphalt surface and Calcium flake on interlocking stones unless otherwise specified by NGC.	10%			

END OF SECTION C



## SECTION D: EVALUATION AND SELECTION CRITERIA

### D.1 EVALUATION COMMITTEE

The Committee which shall evaluate the proposals will be composed at a minimum of the NGC Project Officer, the Contracting Authority and will include one or more expert consultant commissioned by NGC for this project. At the NGC's discretion, other qualified individuals could be invited to participate in the evaluation instead of a named representative, or in addition to the named representatives. Decisions as to the degree to which a proposal meets the requirements of this ITT are within the exclusive judgment of the Evaluation Committee.

The ITT Evaluation Committee has the right to:

- Contact any or all references supplied by the Bidder.
- Request clarifications from the Bidder.
- If clarifications are sought, Bidders will have 2 working days, unless otherwise indicated by the NGC, to provide the necessary information or documentation to the NGC Contracting Authority regarding clarifications. Failure to meet this deadline without the written consent of the NGC **will result (M)** in the proposal being deemed Non-Responsive. This **will (M) not be** an opportunity for Proponents to modify their bid.

### D.2 EVALUATION

Bidders are hereby advised that failure to provide all of the information and documentation, to the degree specified in the ITT and in the format indicated, can result in their Proposal to be either judged non-compliant (as in the case of **Mandatory (M)** items), or result in minimal, or in no points being awarded (as in the case of rated requirements).

The Pricing Offer (Section F) **will (M)** be separated from the Proponent's technical documents of Sections D and G before it is forwarded to the Evaluation Committee for review to ensure an impartial evaluation.

### D.3 THE NATIONAL GALLERY OF CANADA'S RIGHTS

NGC reserves the right to:

- i) Reject any proposal that does not comply with the stated **Mandatory (M)** Requirements to be met by the Bidders;



- ii) Cancel and / or reissue this ITT at any time; the National Gallery of Canada will not assume liability for any response preparation costs whatsoever;
- iii) Request clarification or supporting data for any point in the proposal;
- iv) Negotiate with the Bidders subject to the constraints of the mandatory requirements of this ITT.
- v) The National Gallery of Canada reserves the right to make changes to this ITT, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the ITT closing date. The National Gallery of Canada may do so without incurring any liability whatsoever to any of the Bidders.
- vi) All materials submitted by a Bidder in response to any part of this ITT shall become the sole property of the National Gallery of Canada without payment or liability for payment.

#### **D.4 EVALUATION PROCESS**

Following the bid closing date, a four (4) step bid evaluation process will commence.

**Consensus** for the purpose of this ITT is a score deemed appropriate by all members of the evaluation team.

##### **Evaluation Process:**

- Step One Ensuring the Bidder has submitted of all **mandatory (M)** information and documents described in the ITT
- Step Two Evaluation of Qualifications (70 points)
- Step Three Evaluation of Company Experience & References (30 points)
- Step Four Calculation of final score, which includes the Pricing Offer

##### **D.4.1 Step One: Mandatory Requirements**

In Step One of the evaluation process, all bids **will be (M)** inspected for their compliance to the **mandatory (M)** requirements as per **Section A.9.1**. Any bid that fails to meet any of the mandatory requirements of the ITT **will be (M)** deemed non-responsive and **will not (M)** be considered further. The ITT conditions/documents **will not (M)** be amended or deleted in any way by the Bidder, including being amended by the addition of a new provision that may have the effect of derogating from an original mandatory provision. Bidder **must (M)** have an authorized



signatory from their firm fill out, sign and return requested Tender documents indicating their full acceptance and compliance with these mandatory conditions.

To be deemed compliant, documents **must (M)** be in the format specified, and **must (M)** meet all other criteria identified as **Mandatory (M)**. Proposals that meet all the **Mandatory (M)** requirements will proceed to Step 2.

**D.4.2 Step Two: Evaluation of Qualifications**  
**(Point rated Criteria: Maximum Total 70 points; minimum to pass to next level is 65% of the available points, or 45 points)**

It is very important to the National Gallery of Canada to ensure that the selected Contractor has a solid background in Horticulture, including training for the care of interior plants. This formal training is essential to ensure early detection of pests, problem identification, problem resolution, etc. The Proponent is to provide full details of formal training and course upgrade taken in Horticulture.

**D.4.2.1 Training and Qualifications of the Supervisor (20 points maximum)**

Proponents are to submit the information in the form of a curriculum vitae (CV), copies of diplomas or copies of certificate of course completion, or by any other means that clearly responds to the requirement of this questions. Proponent is to include all training received including WHMIS, any Health & Safety related training, etc. In order to achieve 20 points, the supervisor must have completed 24 months, or more of specialized horticulture education and training.

	Less than 8 months	Between 9 and 12 months	Between 13 and 18 months	Between 18 and 23 months	24 months or more
	Max 0 points	Max 5 pts	Max 10 pts	Max 15 pts	Max 20 pts
Horticulture Educ. & Training					

**D.4.2.2 Training of Maintenance personnel. Supervision of work performed by Maintenance personnel (10 points maximum)**

Maintenance personnel must have undergone basic training in the care and maintenance of plants. Proponents are to provide a profile of the training program given to employees. In order to achieve maximum points the Proponent must clearly identify the type of, and the frequency of training provided to Maintenance Personnel. In addition, the Proponent should elaborate on how supervision is achieved (such as: on-going, spot-checks, frequency, etc.). The proponent can respond in any format as long as the submission clearly allows the evaluation committee to evaluate the supervision and training plan.



- 1. Clear evidence of adequate supervision: \_\_\_\_\_ (5 pts max)
- 2. Evidence of WHMIS training of maintenance personnel \_\_\_\_\_ (3 pts max)
- 3. Evidence of training plan for other horticultural or health & safety type training  
\_\_\_\_\_ (2 pts max)

Total points achieved for Training of Maintenance Personnel: \_\_\_\_\_ (10 pts max)

D.4.2.3 Materials, Supplies & Equipment: 20 points maximum

The proponent must provide a complete list of proposed materials, supplies and equipment, including pictures, which will be used for this contract. This information must show that the equipment is in good working order.

D.4.2.4 Maintenance Calendar & Daily Log Sheet: 20 points maximum

The proponent must provide a yearly maintenance calendar to ensure proponent has fully understood the requirements of the contract. \_\_\_\_\_ 15 points

The proponent must provide an example of a daily log sheet. \_\_\_\_\_ 5 points

D.4.2.5 The total of points achieved in **D4.2 must (M)** meet the minimum pass level of 65% (or 39 points) of the total available points. Tenders that do not meet the minimum point levels will not be given any further consideration.

- Points achieved in D.4.2.1 = \_\_\_\_\_ (max 20 pts)
- Points achieved in D.4.2.2 = \_\_\_\_\_ (max 10 pts)
- Points achieved in D.4.2.3 = \_\_\_\_\_ (max 20 pts)
- Points achieved in D.4.2.4 = \_\_\_\_\_ (max 20 pts)

**TOTAL POINTS ACHIEVED IN STEP TWO** = \_\_\_\_\_  PASS  FAIL

*(Minimum to pass to next level is 65% of the available points, or 45 points)*



**D.4.3 Step Three: Evaluation of Company Experience & References**

**(Point rated Criteria: Maximum Total 30 points; minimum to pass to next level is 65% of the available points, or 20 points)**

D.4.3.1 Bidders should submit sufficient company information to support their meeting of the mandatory requirements as below. In order to rate points in the qualified categories, the Proponent **must (M)** submit this information in a format that clearly answers all the elements rated.

D.4.3.2 COMPANY EXPERIENCE: (Point rated criteria 15 points, maximum)

Company submitting the Proposal **must (M)** have a **minimum** of **five (5)** years documented experience and related qualifications in **the provision of Landscaping and Snow Removal Services for large/high profile government institutions**. Maximum points (15 points) will be awarded to companies having demonstrated at least 10 years of experience, similar in nature to those requested by NGC, for large public or commercial buildings.

This demonstrated experience could be done in the form of:

- A brief company history/profile demonstrating a minimum of five (5) years submitting proof of company incorporation
- Proof of company incorporation, legal attestation, or similar documents
- Reference letters from past clients covering at a minimum the last five (5) years, more is available.

Point rating	Less than five (5) years	Five (5) years, less than 6	Six (6) years, less than 8	Eight (8) years, less than 10	Ten (10) or more of experience
	<b>Max 0 points</b>	<b>Max 5 pts</b>	<b>Max 10 pts</b>	<b>Max 12 pts</b>	<b>Max 15 pts</b>
COMPANY EXPERIENCE					

Although all Proponents with a minimum of 5-year experience are encouraged to submit, given NGC's specific requirements, the Evaluation will favour those more experienced in large commercial/public buildings similar to the NGC.

D.4.3.3 REFERENCES: (Point Rated Criteria: Maximum 15 points)

One member of the Evaluation team will be calling the references provided by the Proponent in Section G, Work References and Forms.



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Bidders are to fill out *Section G 3- Forms/References*. If the Bidder has performed similar work for NGC in the past, the Bidder must make NGC one of the 3 references listed. NGC will make reasonable attempts to reach at least three (3) of the provided references. NGC must be able to reach the designated references within the allotted time to reach references. No points can be awarded for References that cannot be reached by NGC. There is a total of **15 points available** for REFERENCES; five (5) points maximum for each of the References. Points will be awarded as identified in the forms provided in Section G.

TOTAL POINTS ACHIEVED IN CALLING OF REFERENCES: \_\_\_\_\_ (15 pts max)

D.4.3.4 The total of points achieved in D4.3 **must (M)** meet the minimum pass level of 65% of the total available points (20 points). Tenders that do not meet the minimum point levels will not proceed to Step 4 of the Evaluation process, Calculation of final points and Evaluation of the *Pricing Offer*, nor be given any further consideration.

- Points achieved in D4.3.2 = \_\_\_\_\_ (max 15 pts)
- Points achieved in D4.3.3 = \_\_\_\_\_ (max 15 pts)

**TOTAL POINTS ACHIEVED IN STEP THREE** = \_\_\_\_\_  PASS  FAIL

**In order for the Bid to progress to Step Four of the Evaluation phase (Calculation of final score, including the Pricing Offer) the Proponent must have achieved 65% of the points, a minimum of 65 points total from Steps 2 & 3.**

**TOTAL POINTS ACHIEVED IN STEP TWO & THREE:** \_\_\_\_\_



**D.4.4 Step Four: Calculation of Final Score Including Pricing Offer**

After successful completion of the Steps One to Three consecutively, the *Pricing Offer* received from the Bidders will be opened and evaluated. The total cost price as in **Section F.3.1** is divided by the corresponding total points to determine each Proponent’s cost per point ratio. The responsive bid with the lowest cost per rated points will be ranked Number One. The responsive bid with the next lowest cost per point ratio will be ranked Number Two, and so on until all proposals have been ranked.

The numbers and calculations used below are only a sample of how the process works. The costs and points are not related to this particular process.

**Sample Calculation of Bids:**

	<b>Bid 1</b>	<b>Bid 2</b>	<b>Bid 3</b>	<b>Bid 4</b>
Total Points Steps 2 & 3	85	80	75	90
Total Cost	\$700K	\$825K	\$675K	\$900K

**Calculation of Cost per Point:**

<b>Bid</b>	<b>Cost Per Point</b>	<b>Ranking</b>
1	$\$700K/85 = \$8,235$	1
2	$\$825K/80 = \$10,313$	4
3	$\$675K/75 = \$9,000$	2
4	$\$900K/90 = \$10,000$	3

END OF SECTION D



**SECTION E: CONTRACT AGREEMENT AND CONDITIONS – MANDATORY (M)**

The terms and conditions set out in NGC Articles of Agreement and the following appendices of this document are incorporated into and shall form part of any and all parts of this Contract.

Appendix A	NGC General Conditions
Appendix B	Site Protocol
Appendix C	Insurance Requirements
Appendix D	Confidentiality Agreement
Appendix E	Site Plans for Snow Removal



## APPENDIX A – NGC GENERAL CONDITIONS

The full details of NGC Terms and Conditions are available electronically by using the following link:

English: <[http://www.gallery.ca/pdf/Termsandconditions\\_English.pdf](http://www.gallery.ca/pdf/Termsandconditions_English.pdf)>

French: <[http://www.gallery.ca/pdf/Termsandconditions\\_French.pdf](http://www.gallery.ca/pdf/Termsandconditions_French.pdf)>

You **must (M)** consult the following link and take into account NGC *General Conditions* in submitting your Bid. By submitting a Bid, it will be understood that the Bidder has reviewed the Conditions of Appendix A.

The following *Table of Content* is offered for information purposes only to the Bidder, outlining the topics covered in the *NGC General Conditions*.

### Table of Contents

- GC1. Interpretation
- GC2. Status of the Contractor
- GC3. Assignment of Contract
- GC4. Subcontracting by Contractor
- GC5. Indemnification by Contractor
- GC6. Indemnification by the Museum
- GC7. Amendments & Waivers
- GC8. Compliance with Applicable Laws
- GC9. Conduct of Work
- GC10. Cooperation with other Contractors
- GC11. Examination of Work
- GC12. Clearing of Site
- GC13. Contractor's On-Site Supervisor
- GC14. Unsuitable Workers
- GC15 Changes in Work
- GC16. Public Ceremonies and Signs
- GC17. Suspension of Work
- GC18. Warranty and Rectification of Defects in Work
- GC19. Time of Essence
- GC20. Accounts and Audits
- GC21. No Bribes, etc.
- GC22. Certification – Contingency Fees
- GC23. Members of the House of Commons
- GC24. Government Officials and Employees
- GC25. Confidentiality
- GC26. Ownership of Property Data
- GC27. Notices
- GC28. Termination for Convenience
- GC29. Termination due to Default of Contractor



GC30. Dispute  
GC31. Performance Notwithstanding Dispute  
GC32. Insurance  
GC33. Conflict of Interest  
GC34. Severability  
GC35. Successors and Assigns  
GC36. Entire Agreement  
GC37. Payments / Hold Back  
GC38. Interest on Overdue Accounts

If, for any reasons, the Proponent is unable to access the link for *Terms and Conditions*, as provided above, for NGC's *General Conditions*, the Proponent can request that a copy be sent to him/her either electronically or by fax.

To ensure that we can process your request in time, the Bidder must send the written request for a copy at least 24 hours before Bid closing deadline, as identified in this document. The request must be sent to the person identified as Contracting Authority, as identified in Section A.

**End of Appendix A – *General Conditions***



## APPENDIX B – SITE PROTOCOL

### 1.0 Communications

- 1.1 The Consultant/Contractor shall be advised at the moment of contract signing the name of the NGC Project Officer who will have jurisdiction, in the name of the National Gallery of Canada (NGC), in administering the contract. The Consultant /Contractor shall only accept instructions from this representative or, in the case of emergencies, or absence, they can accept instruction from the Chief of Facilities Management. The NGC will not be held responsible for any actions taken by the Consultant/Contractor, which may be requested by any other jurisdiction.
- 1.2 Questions from the media and/or NGC personnel, or others not involved in the project, shall be referred to the NGC Project Officer.
- 1.3 Consultants/ Contractors, and their representatives, working in the Facility, are to refrain from voicing opinions on the art or facility, and will avoid disturbing visitors.

### 2.0 Personnel and Security

- 2.1 The Consultant/Contractor shall provide a list of ALL of his personnel, including those of any sub-contractors, who will be on site during the execution of a project. This applies to both the interior and exterior of the buildings. All must present themselves daily, before commencing work, to the security desk at the employee's entrance and ask for a security pass. If for any reason, the security agent refuses to grant such a pass, the Consultant/Contractor will be refused entry. Verbal abuse of NGC staff or security staff *will not be tolerated in this or any other situation!*
- 2.2 All Consultant/Contractor personnel shall conduct themselves in a respectful manner concerning dress and language.
- 2.3 **SMOKING WITHIN THE BUILDING IS PROHIBITED.** Anyone caught smoking inside the building will be ordered to leave the site permanently. THERE WILL BE NO WARNING! Please note that the parking garage is considered part of the building.
- 2.4 In the event that a labour disruption between the Contractor and its employees results in the non-performance of the proposed contract, the contract may be terminated pursuant Article GC29 of the NGC General Conditions, at the discretion of the Contracting Authority.

### 3.0 Site Conditions

- 3.1 The Consultant/Contractor and NGC Project Officer will establish a project schedule to cover the duration of the work and will outline exactly where the work will be carried out.



Should the Consultant/Contractor need modifications to the schedule, such changes must be approved by the NGC Project Officer. Should the Consultant/Contractor discover during the project that conditions demand that they carry out work or investigations in areas outside of the agreed area, then the Consultant/Contractor will seek the mandatory approval of the NGC Project Officer before carrying out this portion of the work.

- 3.2 The Consultant/Contractor will conduct operations in such a manner to ensure that all building exits remain accessible at all times. The Consultant/Contractor shall not impede access to the loading dock at any time. Prior permission is required for access to the loading dock.
- 3.3 The Consultant/Contractor shall maintain the site in a neat and clean condition, to the satisfaction of the NGC Project Officer, for the duration of the project. Cleanup shall be performed on a **daily basis**.
- 3.4 The National Gallery of Canada will supply all heat, light, and power, hot and cold water reasonably required for the work.
- 3.5 Where applicable, the Contractor will be permitted the use of passenger elevators, and shall be responsible for their safe operation. The Contractor shall ensure cleanliness after use.
- 3.6 The NGC **will not provide** free or discounted parking for the Consultant/ Contractors or their staff. Monthly or daily parking in the NGC indoor parking can be purchased from the NGC. All Consultant/ Contractor vehicles are to be parked on the P2 level.

#### 4.0 **Fire/ Safety**

- 4.1 The Consultant/ Contractor will discuss any safety details with the designated NGC Project Officer.
- 4.2 Where hazardous conditions are created by the construction, the Consultant/ Contractor shall provide adequate protection for the building's occupants and contents. They will be responsible to set up and enforce all safety precautions as required by the Canada Labour Code and the Occupational Health and Safety Act of Ontario.
- 4.3 Upon the activation of the fire alarm system, the Consultant/ Contractor must **evacuate immediately** from the building by the closest and safest exit available at the time of the emergency. The Consultant/ Contractor will be responsible to ensure that all staff under his/her jurisdiction will make themselves familiar with the exits in the areas in which they will be working.



4.4 The Contractor is responsible to follow and adhere to the NGC permit for hot work any time an open flame will be used as in welding operations or propane cylinders. Questions concerning this permit or any issue concerning the use of an open flame will be discussed with the responsible NGC Project Officer.

4.5 A minimum one-hour fire watch will be maintained by the Consultant/Contractor after work is completed for the day whenever the work is deemed to be of a hazardous nature (welding, temporary heaters etc.).

#### **5.0 Workplace Hazardous Materials Information System (WHMIS)**

The Consultant/ Contractor is obligated under law to comply with the terms of the WHMIS legislation. Any product regulated under WHMIS that is used, handled or stored on the premises of the National Gallery of Canada, or any other facility under its jurisdiction, must be properly labelled. Material safety data sheets (MSDS) must be submitted to the NGC Project Officer and posted on site and any measures identified on the MSDS for the handling, storage or use of the product, including personal protective equipment, *must be followed*. Questions concerning any of these conditions will be reviewed with the responsible Project Officer.

#### **6.0 Confined Spaces**

The Consultant/Contractor is obligated under law to comply with the terms of the confined space legislation. The National Gallery of Canada confined space program must be followed and adhered to at all times to ensure the safe entry of persons into areas which have been designated as confined spaces. Questions concerning any safety issue or condition will be discussed with the responsible Project Officer.

#### **7.0 Accident Notifications and Reporting**

The Consultant/Contractor is responsible to report immediately, any accident that occurs while on NGC premises to NGC Protection Services. The Consultant/Contractor will also be responsible to report the accident to their supervisor or employer for further action.

#### **8.0 Occupational Health & Safety Policy**

The Contractor/Company **must submit** their Occupational Health & Safety policy with their signed contract documents to the Contracting Officer. A copy will be given to the NGC Project Officer prior to the start of any work.



9.0 Harassment-Free Workplace

The National Gallery of Canada provides an environment free of harassment and discrimination and the proposed contract shall be subject to this policy.

END OF APPENDIX B



## APPENDIX C – INSURANCE REQUIREMENTS

THE CONTRACTOR SHALL, at its own expense, provide and maintain the following insurance, in its own name, during the full term of this Contract.

### 1. COMMERCIAL GENERAL LIABILITY

- a) The policy shall include the National Gallery of Canada as additionally insured to the extent of bodily injury, death or third party property damage that is caused by negligent acts of the Contractor.
- b) The limit of liability shall be not less than **Five Million Dollars (\$5,000,000.00) CDN** for Bodily Injury and Property Damage with respect to any one occurrence, or series of occurrences arising out of one cause. If there is a General Umbrella Liability clause, the amount of the General Umbrella Liability clause can be added to the "each occurrence amount" to meet the total requirement of \$5,000,000 CDN.
- c) The policy shall include the following coverage:
  - Bodily Injury
  - "Broad Form" Property Damage
  - Property Damage on an "Occurrence" basis
  - Contingent Employer's Liability
  - Owners and Contractors Protective Liability
  - Contractual and Assumed Liability under this contract
  - Completed Operations and Products Liability
  - Cross Liability
  - Elevator Liability
- d) The coverage may be subject to a deductible per occurrence applying to Property Damage claims only. Such deductible shall be borne by the Contractor. In no event shall such deductible amount exceed Two Thousand Five Hundred Dollars (**\$2,500.00 CDN**).

### 2. GENERAL

- a) The Comprehensive General Liability Policy;
  - i) Shall provide coverage effective from the date of award of contract and continue until such date that this contract is completed, or terminated, whichever first occurs.



- ii) Shall contain a provision obligating the Contractors Insurer's provide the National Gallery of Canada with thirty (30) days prior written notice in the event of any cancellation of, or expiration of coverage during the term of this contract.
- b) The Contractor shall provide to the National Gallery of Canada a full certified copy of the Comprehensive General Liability Policy. A certified copy must be delivered to and approved by the National Gallery of Canada before the Contractor shall be permitted to commence work.
- c) In lieu of a full certified copy of the Commercial General Liability Policy, a Certificate of Insurance will be accepted by the National Gallery, if such Certificate specifically confirms that all of the coverages mentioned in **Clause 1, item C** are included in the policy coverage.
- d) It shall be the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary or advisable, for its own protection and/or to fulfil its obligations under this contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

END OF APPENDIX C



**Appendix D – CONFIDENTIALITY AGREEMENT**

*The following is a sample of the Confidentiality Agreement that the selected Contractor, as well as employees of the Contractor assigned to work at NGC will be required to sign before beginning work at NGC.*



Musée des beaux-arts du Canada / National Gallery of Canada

**CONFIDENTIALITY AGREEMENT**

/

I, \_\_\_\_\_, the undersigned, an employee of \_\_\_\_\_ (the "Company"), hereby acknowledge that any and all information or data ("Information") relating in any way to the business of the National Gallery of Canada ("NGC") or the Canadian Museum of Contemporary Photography ("CMCP") which is provided to me by the NGC or CMCP in writing and verbally or which I become privy to during a site visit, or through the course of my work, is strictly confidential and the release of such information to any third party in any way may cause irreparable harm to the NGC/CMCP.

THEREFORE, on behalf of myself and/or the Company, I agree that, in the absence of a written specific consent of an Officer of the NGC/CMCP:

- (a) I and/or the Company will not disclose the Information to any person other than those designated by the NGC/CMCP.
- b) I and/or the Company will not provide any opinion or comments to the Media about any aspect of NGC/CMCP work, or events.
- (c) I and/or the Company will not use for my/its own purposes, or for any other purposes other than those of the NGC/CMCP, the information.
- (d) I and/or the Company will not copy any information except as may be needed to satisfy the processing requirements of the NGC/CMCP and any such copies created will be either destroyed upon completion of those requirements or disposed of in accordance with instructions provided to me and/or the Company by the NGC/CMCP.

**CONVENTION DE CONFIDENTIALITÉ**

Je soussigné(e), \_\_\_\_\_, un(e) employé(e) de \_\_\_\_\_ (la "Compagnie"), reconnais par les présentes le caractère strictement confidentiel de toute information ou donnée ("information") se rapportant de quelque façon que ce soit aux activités du Musée des Beaux-arts du Canada (le "MBAC") et le Musée Canadien de la Photographie Contemporaine (le "MCPC") et que celle-ci me fournit par écrit ou oralement ou dont je prends connaissance au cours d'une visite du site ou durant mon travail sur le site. Je reconnais en outre que toute forme de communication d'une telle information à un tiers peut causer un préjudice irréparable au MBAC/MCPC.

PAR CONSÉQUENT, au nom de la Compagnie et/ou en mon nom, je conviens que, sauf avec le consentement spécifique, par écrit d'un agent du MBAC/MCPC, la Compagnie et/ou moi :

- a) ne communiquerons l'information qu'aux personnes qui sont désignées par MBAC/MCPC;
- b) ne répondrons à aucune question pouvant être posée par des médias.
- c) n'utiliserons pas l'information à nos propres fins ni à aucunes fins autres que celles du MBAC/MCPC;
- d) ne reproduirons pas l'information, sauf si cette reproduction peut être nécessaire pour satisfaire aux conditions du MBAC/MCPC concernant le traitement, et les copies produites seront soit détruites une fois ces conditions remplies soit aliénées conformément aux directives que le MBAC/MCPC m'aura données ou aura données à la Compagnie;



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Landscaping & Snow Removal Services**

(e) I and/or the Company hereby agree that information which shall be gained while carrying out the requirements of the NGC/CMCP shall be safeguarded in the same manner as my own trade secrets are safeguarded and such confidential information shall be held in trust for the benefit of the NGC/CMCP.

(f) I and/or the Company will be liable for any and all damages suffered by the NGC/CMCP as a result of a breach of any of the above undertakings.

Signature: \_\_\_\_\_

Name/Nom: \_\_\_\_\_  
*Please print / Veuillez écrire en lettres moulées*

Company/  
Compagnie: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

e) convenons que l'information qui sera acquise au moment où les conditions du MBAC/MCPC auront été satisfaites doit être protégée de la même manière que le sont mes propres secrets commerciaux et que cette information confidentielle sera conservée au bénéfice du MBAC/MCPC;

f) serons responsables de tous les dommages subis par le MBAC/MCPC et résultant de la violation d'un des engagements susmentionnés.

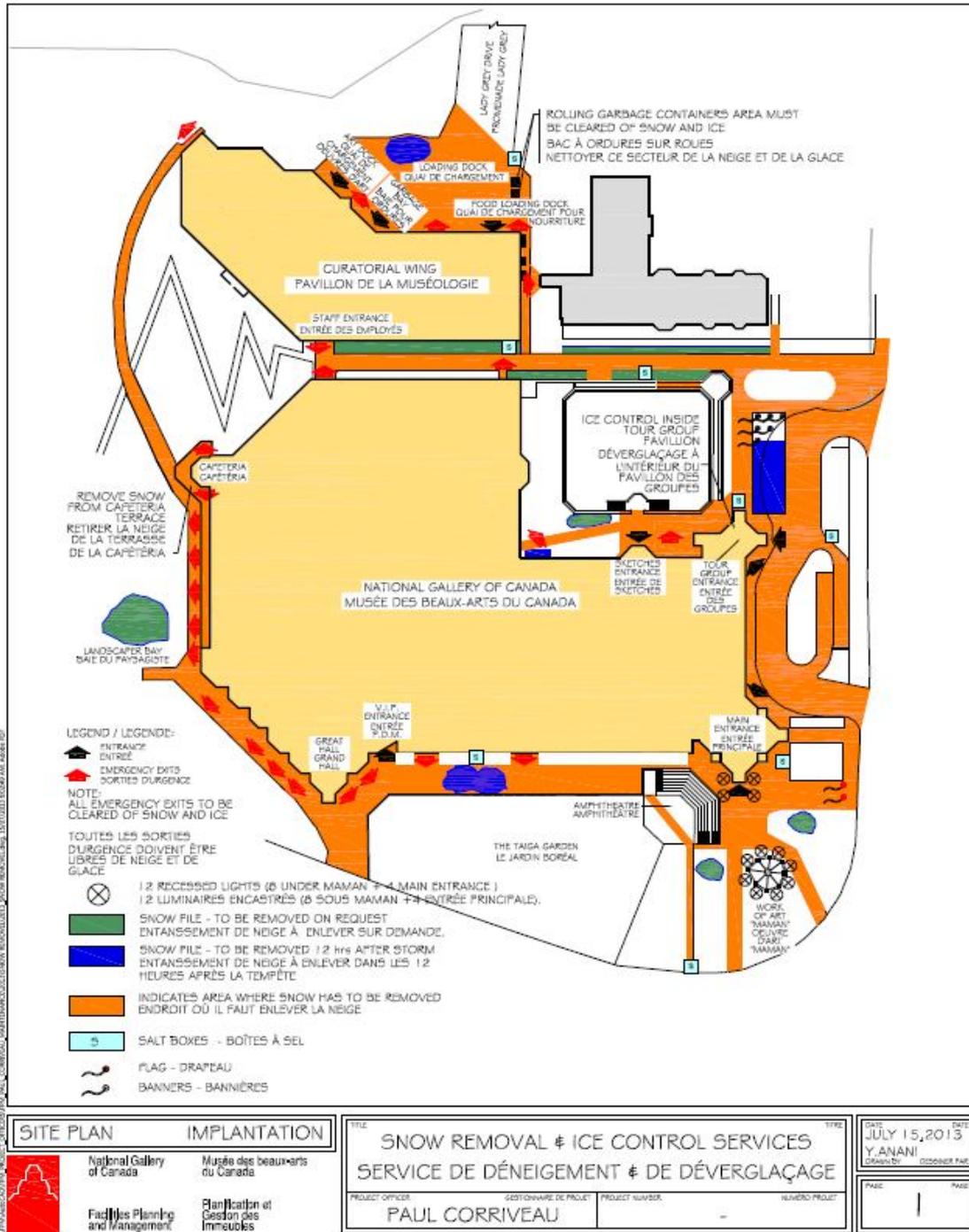
\_\_\_\_\_  
Witness / Témoin

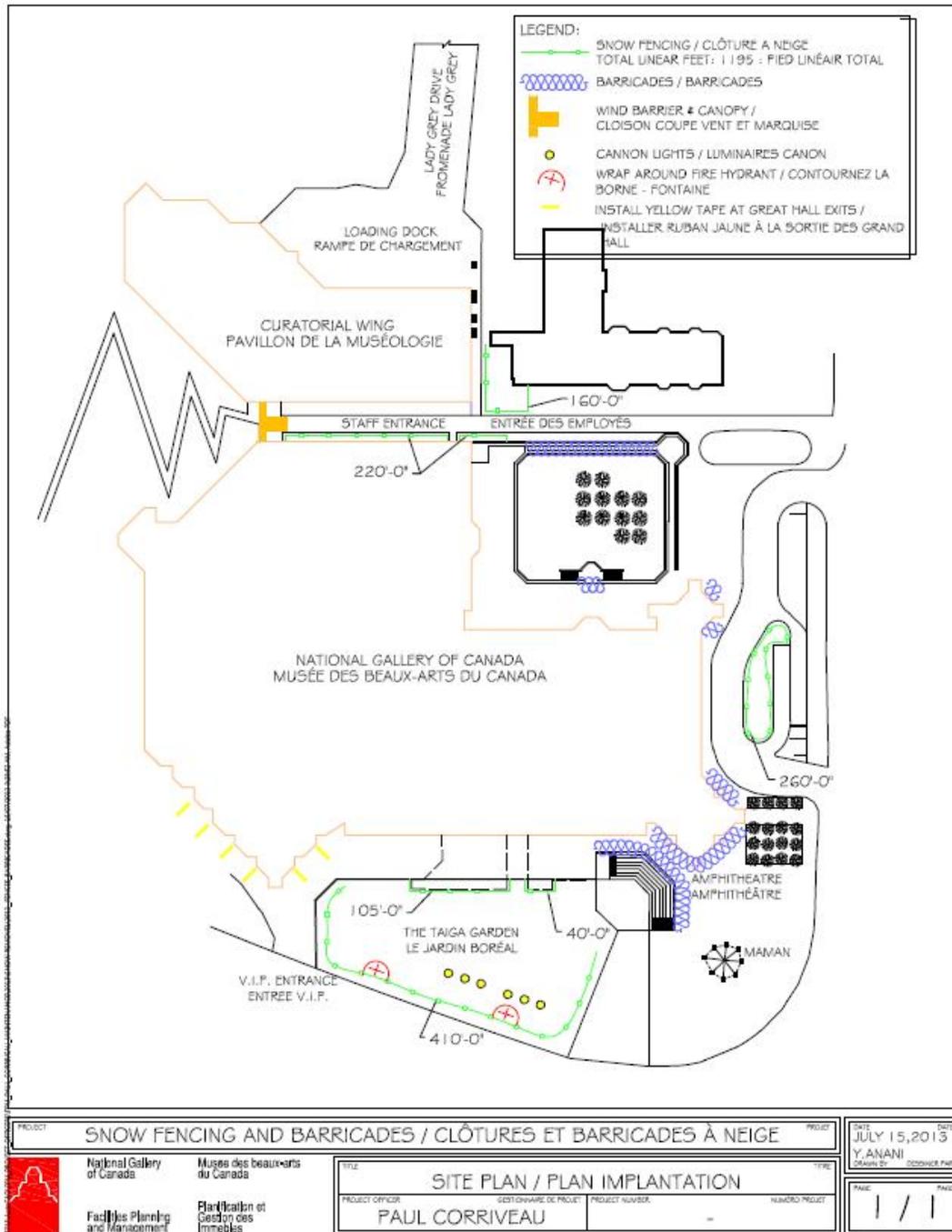
Signed at / Fait à \_\_\_\_\_, this / le \_\_\_\_\_  
\_\_\_\_\_.

END OF APPENDIX D



Appendix E – SITE PLANS FOR SNOW REMOVAL





END OF SECTION E



## SECTION F: PRICING OFFER

### F.1 GENERAL AGREEMENT

The Proponent agrees to the following conditions:

- F.1.1** That the Period of Contract will commence on such date as the National Gallery of Canada shall set by notice in writing.
- F.1.2** That this ITT supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed ITT;
- F.1.3** That this Offer is made only after carrying out a close examination of the site of the work and after studying the said specifications in the light of such examination, and that he/she is satisfied as to the scope of the services and as to the labour, materials, tools and equipment that will be required to perform the work;
- F.1.4** That this Offer may not be withdrawn for a period of **60 days** following the ITT closing date and time; however, this 60 day period shall be extended to 90 days upon written request by the National Gallery of Canada.
- F.1.5** If, for any reasons, the National Gallery of Canada does not receive, within 15 calendar days, of receipt by the Proponent, the signed Contract documents, executed by the successful Proponent and the Insurance, the National Gallery of Canada may accept another offer.
- F.1.6** The bid **shall (M)** be signed in accordance with the following requirements:
- a) **“Limited Company”**: If this Tender is made by a Limited Company, the Tender must be signed by duly authorized signing officers of the company in their normal signatures designating against each signature the official capacity in which the signing officer acts. The corporate seal of the company must also be affixed to the Tender.
  - b) **“Partnership”**: The signatures of the partners shall be affixed and their names typed or printed in the space provided. The signatures shall be witnessed, and if not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the Tender. An adhesive coloured seal shall be affixed next to each signature except in the Province of Quebec.
  - c) **“Sole Proprietorship”**: The signature of the sole proprietor shall be affixed and the name typed or printed in the space provided. The signature shall be witnessed. In the



event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the Tender. An adhesive coloured seal shall be affixed next to the signature except in the Province of Quebec.

- d) **“Joint Venture”**: The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed in the space provided. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in Section A.12.

## **F.2** **DESCRIPTION OF PRICING**

Proponents **shall (M)** complete and submit the following pricing sheets.

**F.2.1** The unit pricing is all inclusive and **shall (M) include** pricing for:

- Materials
- Wages (labour, including overtime when warranted)
- Permits, certificates, inspections and tests required governing authorities, including initial and follow up inspections if required
- Administration Cost
- Allowances
- Supervision
- Liabilities as an employer
- Insurance,
- Equipment and products
- Transportation costs
- Parking
- Overhead and profit
- All other liabilities whatsoever, including service vehicle, if applicable.

**F.2.2** All pricing **shall (M)** be:

- Expressed in Canadian dollars
- All prices are to be FOB destination
- Exclude applicable taxes.



**F.3 PRICING OFFER**

Based on the full requirements of this ITT please provide NGC your price to provide the services described, all inclusive (without taxes):

Description	Year 1 November 1, 2013 – October 31, 2014	Year 2 November 1, 2014 – October 31, 2015	
Landscaping & Snow Removal Services	\$ _____ Taxes Extra	\$ _____ Taxes Extra	
Landscaping & maintenance of the Three Watchmen (Section 11.10.6)	\$ _____ Taxes Extra	\$ _____ Taxes Extra	
Grand Total	\$ _____ Taxes Extra	\$ _____ Taxes Extra	\$ _____ Taxes Extra



**Hourly Rates:**

Hourly rates will not be part of the Evaluation process/*Cost per point* in determining successful Bidder. This is for information purposes, should NGC require work not covered in the Contract.

- a. Hourly Rate for Special Events, per person, after hours. This hourly rate does not include Canada Day. Canada Day is part of the annual fixed price. \$\_\_\_\_\_
- b. Hourly Rate for a General Labourer for landscaping duties during regular hours (For extra work not included in contract) \$\_\_\_\_\_
- c. Hourly Rate for a Sweeper (Walk Behind) \$\_\_\_\_\_
- d. Hourly Rate for a Sweeper (Tractor) \$\_\_\_\_\_
- e. Hourly Rate for a Backhoe & Operator (Snow Removal) \$\_\_\_\_\_
- f. Hourly Rate for a Truck & Operator (Snow Removal) \$ \_\_\_\_\_
- g. Hourly Rate for a Snow Blower & Operator \$\_\_\_\_\_
- h. Overtime Rate for a supervisor \$\_\_\_\_\_
- i. Overtime Rate for a worker/labourer \$\_\_\_\_\_

**Pricing for unit items**

- a. De-icing Material/Bag \$\_\_\_\_\_



**F.4 SIGNATURES**

As Proponent, if our bid is selected by the National Gallery of Canada, **I/We** undertake to be bound by the terms and conditions of the Contract, #**NGC 13-C076**, and provide within the specified time frames **Certificate of Insurance** as detailed in this ITT (if Undertaking of Insurance Letter was submitted as Proof of Insurance). Signature of this page also act as a statement, which provides that the Proposal is valid in all respects including price for 60 calendar days from the closing date as per Section F.1.4 of this ITT document.

**Company:** \_\_\_\_\_  
Legal Company Name of Proponent (Please Print)

**Signature:** \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative (Please Print)

**Signature:** \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative (Please Print)

**Signature:** \_\_\_\_\_  
Witness

**Dated at** \_\_\_\_\_  
City Province

This \_\_\_\_\_ day of \_\_\_\_\_, 2013

END OF SECTION F



**SECTION G: FORMS**

**G.1 COMPANY INFORMATION**

**TENDER TO: NATIONAL GALLERY OF CANADA**

<b>Legal Company Name:</b>	
<b>Full Address:</b>	
<b>Telephone No.</b> ( )	<b>Fax No.</b> ( )
<b>E-Mail Address:</b>	
<b>Name and title of person authorized to sign on behalf of Vendor Firm (Type or Print)</b>	

The undersigned Proponent, hereby offers to the National Gallery of Canada to furnish all labour, materials, tools and equipment necessary for the performance of the contract services, and, to carry out in a careful and workmanlike manner the services described in Section C, Scope of Services of this ITT Document.



**G.2 ACCEPTANCE AND COMPLIANCE WITH CONDITIONS**

**I/WE**

\_\_\_\_\_  
Legal Name of Proponent

Have read and understood the entire ITT, which is comprised of the following documents:

- ✓ Section A – Bidders Instructions and Information
- ✓ Section B – Tender Preparation Instructions
- ✓ Section C – Scope of Services
- ✓ Section D – Evaluation and Selection Criteria
- ✓ Section E – Contract Agreement and Conditions
- ✓ Section F – Pricing Offer
- ✓ Section G – Forms
- ✓ Addenda, if any issued by NGC, prior to ITT closing date/time

AND agree to and accept, as a mandatory requirement of this Tender, the following:

- a) All of the appendices of Section E, in their entirety, unmodified, as they appear; **and**
- b) That the documents comprising this Tender will not be amended or deleted in anyway, including being amended by the addition of a new provision that may have the effect of derogating from an original mandatory provision.

**WE INDICATE OUR FULL ACCEPTANCE AND COMPLIANCE WITH THESE MANDATORY CONDITIONS WITH THE SIGNATURE BELOW:**

\_\_\_\_\_  
Name and Title of person authorized to sign on behalf of the Proponent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**G.3 WORK REFERENCES**

**RATED CRITERIA (MAXIMUM 15 POINTS)**

Please provide the following information for a minimum of **three (3) contracts** that are of similar contract value, scope and complexity **within the last five (5) years**. If the Bidder has performed similar work for NGC in the past, the Bidder must make NGC one of the 3 references listed.

It is the Proponent's responsibility to ensure that the contact names and numbers supplied for the calling of References are valid and all other information supplied is accurate. At the discretion of the Proponent, more than three (3) work References can be submitted to ensure that at least 3 of the submitted References are reachable at the time of NGC's calls. Time is of the essence in this Tender: Bidders should ensure that the information provided for the References is accurate and that the contact persons listed are reachable. NGC cannot award points for References that cannot be reached after a reasonable number of attempts.

Only one member from the evaluation committee will be calling the References. The answers received will be documented and rated. There will be a maximum of 5 points per reference, three (3) references to be contacted, for a maximum 15 points available for References.

If more than three (3) Reference information Forms have been provided by the Bidder, NGC will rate the first three (3) References that respond to NGC's calls or emails.



**G.3.1 Reference # 1**

a) Client Name & address: \_\_\_\_\_

b) Contact Name, email address and telephone number for Reference Check:

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

c) Brief Description of relevant services provided to the Client:

d) Contract Value: \_\_\_\_\_

e) Duration of Contract:

Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewals: \_\_\_\_\_

Description	Maximum points available per reference called	Actual Points Awarded
1. Level of Client satisfaction in regards to performance of the Bidder with work planning (site preparation, managing resources, etc).	1	
2. Level of Client satisfaction with respect to schedules	1	
3. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed of job progress, delays, etc.	1	
4. Overall Client satisfaction with job performance	2	
<b>TOTAL POINTS, PER REFERENCE</b>	<b>5 POINTS</b>	

Date & Time of Reference Check: \_\_\_\_\_ Call placed by: \_\_\_\_\_



**G.3.2 Reference # 2**

a) Client Name & address: \_\_\_\_\_

b) Contact Name, email address and telephone number for Reference Check:

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

c) Brief Description of relevant services provided to the Client:

d) Contract Value: \_\_\_\_\_

e) Duration of Contract:

Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewals: \_\_\_\_\_

Description	Maximum points available per reference called	Actual Points Awarded
1. Level of Client satisfaction in regards to performance of the Bidder with work planning (site preparation, managing resources, etc).	1	
2. Level of Client satisfaction with respect to schedules	1	
3. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed of job progress, delays, etc.	1	
4. Overall Client satisfaction with job performance	2	
<b>TOTAL POINTS, PER REFERENCE</b>	<b>5 POINTS</b>	

Date & Time of Reference Check: \_\_\_\_\_ Call placed by: \_\_\_\_\_



**G.3.3 Reference # 3**

a) Client Name & address: \_\_\_\_\_

b) Contact Name, email address and telephone number for Reference Check:

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

c) Brief Description of relevant services provided to the Client:

d) Contract Value: \_\_\_\_\_

e) Duration of Contract:

Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewals: \_\_\_\_\_

Description	Maximum points available per reference called	Actual Points Awarded
1. Level of Client satisfaction in regards to performance of the Bidder with work planning (site preparation, managing resources, etc).	1	
2. Level of Client satisfaction with respect to schedules	1	
3. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed of job progress, delays, etc.	1	
4. Overall Client satisfaction with job performance	2	
<b>TOTAL POINTS, PER REFERENCE</b>	<b>5 POINTS</b>	

Date & Time of Reference Check: \_\_\_\_\_ Call placed by: \_\_\_\_\_



**G.3.4 Reference # 4 (OPTIONAL)** - in case NGC cannot reach some of the References listed as # 1 to 3, Proponent has the option to submit one additional Reference.

a) Client Name & address: \_\_\_\_\_

b) Contact Name, email address and telephone number for Reference Check:

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

c) Brief Description of relevant services provided to the Client:

d) Contract Value: \_\_\_\_\_

e) Duration of Contract:

Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewals: \_\_\_\_\_

Description	Maximum points available per reference called	Actual Points Awarded
1. Level of Client satisfaction in regards to performance of the Bidder with work planning (site preparation, managing resources, etc).	1	
2. Level of Client satisfaction with respect to schedules	1	
3. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed of job progress, delays, etc.	1	
4. Overall Client satisfaction with job performance	2	
<b>TOTAL POINTS, PER REFERENCE</b>	<b>5 POINTS</b>	

Date & Time of Reference Check: \_\_\_\_\_ Call placed by: \_\_\_\_\_



**G.4 MANDATORY (M) REQUIREMENTS AND COMPLIANCE CHECKLIST FOR PROPONENTS**

(Have you included the following in your Tender Package?)

REFERENCED SECTION & ARTICLE	DESCRIPTION OF DOCUMENTS TO INCLUDE WITH BID	COMPLIANT PLEASE PRINT	
		YES	OR NO
Section <b>A.12</b> <b>F.1.6 c)</b>	Does <b>Joint Venture</b> apply to your firm? If yes, have you included proper information?		
Section <b>A.9.1 a)</b> <b>B.1.1.1.1</b> <b>E, Appendix C</b>	Have you included <b>Proof of Insurance</b> meeting conditions of Section E, Appendix C; either Certificate of Insurance or Undertaking of Insurance Letter from your insurance company?		
Section <b>A.9.1 b)</b> <b>B.1.1.1.2</b>	Have you included <b>proof</b> that you are legally able to <b>work in Ontario</b> ?		
Section <b>A.9.1 c)</b> <b>B.1.1.2</b>	Have you included <b>Section D, Evaluation and Selection Criteria</b> ? Are the original and copies identical?		
Section <b>A.9.1 d)</b> <b>B.1.2</b>	Have you included <b>Section F, Pricing Offer</b> ? Are the original and copies identical?		
Section <b>A.9.1 c)</b> <b>B.1.1.1.4</b>	Have you included <b>Section G, Forms</b> ? Are the original and copies identical?		



**G.5 ADDENDA - MANDATORY (M)**

Number	Date Issued

Addenda will be issued by the National Gallery of Canada (NGC) through the Buy and Sell Website, regarding any changes and answers to questions that may arise during the tender period. Completion of this section will ensure to the NGC that you have received and factored this information into your Tender total.

Proponents **shall (M)** fill out Section G.5 with the numbers and dates of changes posted by the NGC to ensure that the offer received contains any additional information provided by NGC in relation to this ITT.

**Failure to submit this form and to identify addenda issued by the NGC shall (M) result in the disqualification of your proposal.**

END OF SECTION G

END OF THE ITT DOCUMENT – NGC 13-C076