

INVITATION TO TENDER

FOR

MODERNIZATION OF FREIGHT ELEVATOR (E7)

AT

THE NATIONAL GALLERY OF CANADA

OCTOBER 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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This cancels and supersedes the previous Invitation to Tender no. NGC 13-C004, dated March 2013 which was due at 2:00p.m. on April 30, 2013.

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)

ACTIVITIES	DATES
Registration Deadline for Site Visit	October 21, 2013 by 3:00 PM
<u>Mandatory Site Visit</u>	October 22, 2013 at 10:00 AM
Last Day for Questions (Questions received after this time will not be answered)	October 29, 2013 at 10:00 AM
<u>Closing Date & Time for Submission of Bids</u>	November 14, 2013 at 2:00 PM EDT

A.1 INTRODUCTION

A.1.1 PROJECT OBJECTIVE

This Invitation to Tender (ITT) is directed to Contractors specializing in the installation, modernization, maintenance and repairs of inground hydraulic freight elevators in public/commercial buildings. The NGC intends to perform life cycle refurbishment on its freight elevator E7.

A.1.2 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 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) (Mandatory)** 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

The following is the anticipated timeline for the period of contract:

The contract/elevator modernization work will commence **no earlier than May 1, 2014** and will terminate on or before **August 15, 2014**. The freight elevator cannot be taken out of service until May 1, 2014.

A.7 CONTRACT CLAUSES, TERMS AND CONDITIONS OF TENDER

A.7.1 The general terms, conditions, instructions, appendices, clauses and all addenda issued by NGC (if addenda are issued) as identified in the bid solicitation and in the 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 in the resulting contract.

A.7.2 These general terms, conditions, instructions, appendices, clauses and all addenda issued by NGC (if addenda are issued) 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:

October 22, 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

Registration should be received by October 21, 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 **FINANCIAL SECURITY**

A.9.1 There are **two (2) types** of Contract Financial security deposit documents required for this Tender. The first is a *Bid or Tender Bond*. The Bid Bond **must (M)** be submitted by the Bidder at the time of the Tender, with the submission. The second is a *Performance Bond*. The Performance Bond will be required from the Bidder selected by NGC for contract award. The Performance Bond need not be submitted with the Tender but will need to be submitted to NGC within **15 working days of receipt** by the Proponent of official Contract award notification from NGC. The cost to supply the Performance Bond to NGC must be included in the Pricing Offer.

The following general financial security conditions would apply to **both** the *Bid Bond* and to the *Performance Bond*.

A.9.2 **Definitions and General Conditions**

A.9.2.1 Any financial security received by NGC must have an appropriate expiry date. The document must not have its expiry date coincide with the projected cessation of the risk that it covers. For instance, the expiry date stated in a letter of credit should not be the same date as the one projected for the contract award, or for the project completion date. In the case of a bid bond, the expiry date should allow for a comfortable turn-around time from the estimated date of the contract award, to ensure that the contracting officer is satisfied that the bidder has discharged its obligations for which the letter of credit was provided. In the case of a performance bond, the expiry date should allow for final inspection and resulting corrective actions, should any be required. If the bidder has not met its obligations, the contracting officer must have sufficient time to prepare and present the required demand for payment under the letter of credit. For the purpose of article A.9.2.1, NGC request that the expiry date be stated on the security document as being either sixty (60) days past tender closing date in the case of a Bid Bond, OR ninety (90) days past the contract completion date, in the case of a Performance Bond.



A.9.2.2 “Security Deposit” means

- a) a bill of exchange that is payable to National Gallery of Canada and certified by an approved Financial institution or drawn by an approved financial institution on itself; or
- b) a government guaranteed bond; or
- c) an irrevocable standby letter of credit
- d) such other security as may be considered appropriate by the Contracting Authority and such that would normally be approved by Treasury Board.

A.9.2.3 “Bill of Exchange” here means:

Documents such as certified cheques, bank drafts and money orders, and are defined in the *Bills of Exchange Act* as "an unconditional order in writing, addressed by one person to another, signed by the person presenting it, requiring the person to whom it is addressed to pay, on demand or at a fixed or determinable future time, a sum of money to or to the order of a specified person or to the bearer". It would become payable to NGC if the conditions of the Tender or Contract are not met. (*lettre de change*)

A.9.2.4 A government guaranteed bond must be in an approved form, issued by an approved company whose bonds are acceptable to the Government of Canada. See **Section E - Appendix F** for a listing of acceptable bonding companies. There may be additions or deletions from this list after the date of release of this Tender. Please check the Treasury Board of Canada Website for an up to date listing (under Contracting Policy, Appendix L). www.tbs-sct.gc.ca/pol

The bond must be payable to the bearer, accompanied by a duly executed instrument of transfer of the bonds to the National Gallery of Canada in the prescribed by the Domestic Bonds of Canada Regulations, and registered in the name of the National Gallery of Canada.

A.9.2.5 An irrevocable standby Letter of Credit means:

- a) Is any arrangement, however named or described, whereby a financial institution (the “Issuer”), acting at the request and on the instructions of a customer (the “Applicant”), or on its own behalf, is to make a payment to or to the National Gallery of Canada, as the beneficiary, or is to accept and pay bills of exchange drawn by the National Gallery of Canada, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or



authorizes another financial institution to negotiate, against written demand(s) for payment provide that the terms and conditions of the letter of credit are complied with.

- b) States the face amount which may be drawn against it and the expiry date;
- c) Provides for sight payment to the National Gallery of Canada by way of the financial institutions' draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- d) Provides that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the Letter of Credit;
- e) Provides that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication NO. 500 and that it clearly specifies that it is irrevocable or deemed to be irrevocable pursuant to article 6c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500: and
- f) Is issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- g) must clearly state that it is irrevocable or considered to be irrevocable pursuant to article 6c) of the ICC Customs and Practice for Documentary Credits, 1993 Revision, ICC publication No. 500

A.9.2.6 A Labour and Material Payment Bond means:

This bond is given by the Surety to the contractor as the Principal naming NGC as the Obligee. It guarantees payment for labour furnished or materials supplied in connection with a contract awarded to that contractor. It provides protection to claimants as defined in the bond, typically subcontractors/suppliers/sub-sub-contractors who have not received payment for labour and material utilized in the execution of the contract. The notice of such claims must be received by the Surety and the contractor within ninety (90) days from the date the payment was due and may be in amounts up to the value of the bond.



A.9.2.7 Suppliers have the right to determine which form of financial security they will provide, however specific conditions for the financial security must be fully met.

A.9.3 BID BOND - Mandatory (M)

A bid bond is a guarantee that if a Bidder's proposal or tender is accepted, the bidder will enter into the contract within the time specified. If the Bidder fails this obligation, the bid bond will provide a sum of money up to the face value of the bond to bridge the difference between the amount of the original bid and the amount for which NGC legally contracts with another party to do the work, or to supply the goods and services described in the ITT or RFP.

The bid bond also provides assurances that the bidder is bondable by the surety (bonding company) and that the bidder would be able to provide to NGC the specified security, such as a Performance Bond, should the Proponent be offered the contract.

The Bidder **shall (M)** submit tender security with the tender in the form of a *bid bond* or a *security deposit*, and

A.9.3.1 if the tender amount is \$250,000.00 or less, the tender security shall be equal to **not less than 10% of the tender amount**;

A.9.3.2 if the tender amount is greater than \$250,000.00, the tender security shall be equal to not less than \$25,000.00 **plus** an amount that is equal to not less than 5% of that part of the tender amount that exceeds \$250,000.00.

A.9.3.3 The maximum amount of bid bond security required with any tender is \$250,000.00

A.9.3.4 The Bid/Tender security **shall (M)** remain in place for 60 days after the Tender closing, until the Contract is awarded and signed or until notification by the National Gallery of Canada that a Bidder is unsuccessful. The National Gallery of Canada reserves the right to request extensions for an additional 60 day periods if required. Bid securities will be returned to the unsuccessful Bidders.

The bid security **will (M)** be forfeited

- 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 executed Contract, Insurance Certificate and the Contract Security requirement, **within fifteen (15) calendar days** of the Contract Award to the successful Bidder.



- c) The amount forfeited will not exceed the difference between the bid price and the amount of the contract entered into by NGC with the next most qualified Bidder.

A.9.4 PERFORMANCE BOND / Financial Security:

A Performance bond, subject to its limits, provides that the contractor will complete the contract, in accordance with the plans and specifications, on time and at the agreed price.

The successful Bidder will be required to provide to NGC contract security in the form of a Performance Bond, in the full amount of bid **(100% bid amount)** of the total contract value; OR

For construction type contracts, as applies this tender, the successful Bidder can also chose to provide to NGC contract security in the form of a Performance Bond, for 50% of the bid amount AND a Labour and Material Payment Bond for 50% of the bid amount. The total of the Performance Bond and the Labour and Material Bond would equate 100% of the bid amount.

The selected Contractor will be required to submit contract financial security document, in one of the specified formats, within 14 working days of being informed by NGC of the Contract award. Contract award will be conditional to NGC receiving the specified documents. See Section E Appendix F for the list of acceptable bonding companies. There may be additions or deletions from this list after the date of release of this Tender. Please check the Treasury Board of Canada Website for an up to date listing. See www.tbs-sct.gc.ca Contracting Policy, Appendix L.

A.10 MANDATORY REQUIREMENTS

A.10.1 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)** include a Bid **Bond**, meeting the requirements for Bid Bonds, as detailed in Section A.9;
- b) 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)** 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 D of this ITT;
- c) 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;



- d) The Bidders **must (M)** submit **Section G – Forms**;
- e) 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 Requirements* items listed in A.10.1 a) through e) **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.10.2 Proponents must (M) have:

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

A.11 LOCATION, DATE AND TIME FOR SUBMISSION OF TENDERS

A.11.1 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.11.2 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.11.3 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: November 14, 2013

Time: 2:00 pm EDT

A.11.4 Faxes or electronic transmission of proposals **will not (M)** be accepted.

A.11.5 Timely receipt and correct direction of the bids **shall (M)** be the sole responsibility of the Proponent.

A.11.6 Tenders **must (M)** be complete at bid solicitation closing date and time.

A.11.7 The National Gallery of Canada **will return**, unopened, bids received after the stipulated Bid solicitation closing date and time.

A.11.8 There **will not be** a public opening of bids. Each firm that submitted a bid will be notified by letter of the results.

A.12 ENQUIRIES DURING SOLICITATION PROCESS

A.12.1 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

A.12.2 All enquiries **shall (M)** be submitted as early as possible within the bidding period. Enquiries must be received by **October 29, 2013 by 10:00 am**. Questions received after this time **will not be answered**.

A.12.3 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.12.4 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.12.5 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.12.6 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.13 **JOINT VENTURES**

A.13.1 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.13.2 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.13.3 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.14 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.15 COSTS RELATED TO SOLICITATION PROCESS

A.15.1 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.15.2 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.15.3 Contract award is contingent in NGC having the required budget to proceed with the described work in the designated fiscal year.

A.16 CONFIDENTIALITY/SECURITY

A.16.1 This document, or any portion thereof, may not be used for any purpose other than the submission of an offer.

A.16.2 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.16.3 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.16.4 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.16.5 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 D, Appendix E. 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.16.6 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.17 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.

The selected Contractor would 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.18 **NEGOTIATIONS**

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

A.19 **EVALUATION OF BIDS**

A.19.1 Bids from firms not represented at the Mandatory Site Visit will be deemed non-compliant and will not be evaluated.

A.19.2 Bids that do not comply to, and meet all the **mandatory (M)** requirements as per Section A.10.1 will not be evaluated.

A.19.3 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.19.4 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.19.5 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.20 **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.21 **NOTIFICATION, AWARD AND DEBRIEFING**

A.21.1 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.21.2 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 incl. 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.10:

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

B.1.1.1a **Bid Bond**, meeting requirements of A.9 and of Section E –Appendix F

B.1.1.1b **Insurance Document**, meeting requirements of article A.10.1b and of Section E, Appendix D

B.1.1.1c **Ontario: proof** of being allowed to legally work in the province of Ontario, as per A.10.1c).

B.1.1.1d **Joint Venture**: if applicable to the Tender, include documents described in A.13 and F.1.6 c)

B.1.1.1e) **Section G – Forms**, specifically mandatory Forms G.1, G.2, Checklist G.4 and Addenda G.5.



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

Where the Bidder fails to include 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 **three (3) 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 copied 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.1.1.2a) 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.1.1.2b) Completed Section G – Forms G3. References

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

B.1.2a Proponent must include **Pricing Offer**, Section F, complete, as specified in A.10.1 e)

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 the Buy and Sell website. 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 document 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

C1 BACKGROUND INFORMATION

The National Gallery of Canada (NGC), 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 NGC offers a broad collection of works of art for the enjoyment of its visitors including Canadian, Inuit, Contemporary, European, Asian, American and Modern. In addition, it features media arts and photographs and prints and drawings from all over the world. The NGC offers a wide variety of education and public programs including lectures, tours, videos, concerts, as well as programs for school children, adults, seniors and those with disabilities. Special exhibitions are presented typically in three time blocks throughout the year – June to September, October to January and February to May. For approximately 10 weeks of the year, there are no special exhibits. The Gallery attracts a variety of groups for catered special events throughout the year. Events are held in the Great Hall, Seminar Rooms, the Water Court Foyer (the Group Entrance Lobby), the Cafeteria and sometimes in Sketches.

C2 SCOPE OF SERVICES

C2.1 Scope of Work - General:

The detailed Specification covers the complete modernization of Freight Elevator **E7** located in the National Gallery of Canada (NGC), 380 Sussex Drive, Ottawa. All equipment must be designed to meet the existing space provisions. The selected Contractor is to provide all materials, labour, **including overtime**, design, manufacturing, inspection, and testing as required to complete the work as specified in these Contract Documents. The Contractor will arrange and pay for all permits, certificates, inspections and tests required by the governing authorities, including TSSA initial and follow up inspections. Where a device or component is mentioned in the singular number, such references shall be understood to mean that this Contractor shall provide as many of said devices or components as is necessary for the completion of the elevator covered under this Specification. The Contractor is responsible to include all related building work required to complete the work. Although work can begin immediately after Contract signature, freight elevator E7 cannot be taken out of service until May 1, 2014.



C2.2 Detailed Scope of Work:

For detailed *Scope of Services* of this project please refer to the **additional document** posted on the Buy and Sell website in a PDF format and entitled

“Specifications National Gallery Modernization E7 - ENG”

as prepared by the firm **Prestman Neilson & Associates Ltd on behalf of NGC**, which contains the detailed specifications and scope of work. This document in whole becomes an Appendix “I”, Scope of Services of the future contract document.

C2.3 Signage:

Signage to be provided, as described in the Scope of Work Specifications, must be bilingual, English appearing first, or in the form of universally recognized pictograms, if available. Signage sample must be pre-approved by NGC Project Officer, prior to purchase, and/or fabrication.

C3 MAINTENANCE SERVICE

The detailed Specifications contain all the necessary information for the requirements related to NGC’s expectations for *Interim and Long Term Maintenance Program*. Please refer to article 1.25, of the Specification document prepared by **Prestman Neilson & Associates Ltd**.

It is NGC’s intention to award maintenance service for one (1) year following issuance of the certificate of final completion and acceptance by *Prestman Neilson & Associates* to the successful bidder.

END OF SECTION C



SECTION D: EVALUATION AND SELECTION CRITERIA

D.1 EVALUATION COMMITTEE

The Committee will be composed at a minimum of the NGC Project Officer, and the Contracting Authority which shall evaluate the proposals. 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 the Experience and Job Safety Elements (15 points)
- Step Three Calling of supplied References (15 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.10.1**. 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, 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: Years of Experience & Job Safety Training
(Point rated Criteria: Maximum Total 20 points):

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.4.2.1 Company submitting the Tender **must (M)** have a **minimum** of **five (5)** years documented experience and related qualifications in maintaining and repairing inground hydraulic freight elevators in public/commercial buildings and have completed a minimum of three (3) projects similar in scope and value related to the modernization/new installation of hydraulic freight elevators in public/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
	Max 0 points	Max 5 pts	Max 10 pts	Max 12 pts	Max 15 pts
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 the firms demonstrating more extensive relevant experienced with modernization of freight elevators in large commercial/public buildings similar to the NGC.



D.4.2.2 EMPLOYEE JOB SAFETY TRAINING AND DEVELOPMENT (Maximum 5 points):

The safety of the workers and of the building occupants is very important to NGC. To this effect, we will assign points for training programs given to your personnel that augment their awareness and the application of safety measures for their personal protection, as well as the protection of others.

Below please list what Job Safety related training is regularly offered to your workers as part of on-going safety awareness and development. The table below **must (M)** be filled out and returned with the rest of Section D.

DESCRIBE SAFETY TRAINING, COURSES, ETC PROVIDED TO YOUR EMPLOYEES THAT ARE RELEVANT TO DEVELOPMENT OR MAINTAINANCE OF SAFETY AWARENESS FOR THE TYPE OF WORK DESCRIBED IN THIS ITT.	
(If training, courses are relevant 1 point per number will be awarded, if irrelevant 0 points will be applied for each item 1-6. If all 6 items are relevant, only max 5 points will be awarded).	POINTS AWARDED
1.	
2.	
3.	
4.	
5.	
6.	
ACTUAL TOTAL POINTS ACHIEVED:	

Points will be awarded for training that would specifically augment the safety of workers performing the type of work described in this ITT.



In order for the Bid to progress to Step 3 of the Evaluation phase (*Calling of References*) the Proponent must have achieved a minimum of 15 points from the available *Experience and Job Safety Point* rated criteria (maximum 20 points).

Points achieved in D.4.2.1 _____ (max 15 points available)
D.4.2.2 _____ (max 5 points available)

TOTAL POINTS ACHIEVED IN STEP TWO: _____

D.4.3 Step Three: Calling of References

(Point Rated Criteria: Maximum 15 points)

At **Step Three** of the evaluation process, one member of the Evaluation team will be calling the references provided by the Proponent in Section G, Forms.

Bidders are to fill out *Section G 3- Forms/References*. 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)

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 a minimum of 26 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.3.3** 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:

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

Calculation of Cost per Point:

Bid	Cost Per Point	Ranking
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	Electrical Protocol
Appendix D	Insurance Requirements
Appendix E	Confidentiality Agreement
Appendix F	Financial Securities
Appendix G	Hot Work or Welding Protocol, including sample Hot Work Permit
Appendix H	Isolated Work & High Risk Space Operation Procedures



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>

French: <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 time 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.



APPENDIX C – ELECTRICAL PROTOCOL

The steps listed below should be followed when working on 120, 208, 347 and / or 600volt power sources at the NGC/CMCP or off-site storage.

Non-compliance to the following procedure may result in contract termination.

1. Report to Building Operator to sign in / out electrical access panel key and / or Project Officer and details of work prior to work start. Report to security post to locate escort.
2. Register all work performed, including work requiring permits, in the inspection Log Book located in the Building Operator office in room 3206 for the Electrical Safety Authority inspection / approval.
3. Notify and report any irregularities, discrepancies, or deficiencies with circuit numbering, junction boxes, panel labelling, etc. to the Building Operator or the Project Officer before performing electrical work and / or power shutdowns. Electrical system must be properly de-energized prior to conducting electrical upgrade or maintenance work.
4. Contractor to provide Lock Out / Tag Out program as covered in the Department of Labour Safety Rules.
5. All materials and parts must have certification marks acceptable under the Ontario Electrical Safety Code. (i.e. CSA, Canadian Standard Association, IAS International Approval services etc.).
6. Contractor must provide and use at all times proper tools and all necessary protection equipment to perform work. (i.e. voltage indicator, safety glasses, rubber gloves, etc).
7. Ensure proper labelling of panels and circuit identification, and provide red lined drawings for all changes to the building electrical infrastructure, if required.
8. Federal and Provincial safety standards must be adhered to.
9. Notify Building Operator or Project Officer once work is complete, power has been restored and all panels have been locked.

END OF APPENDIX C



APPENDIX D – 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) Can.** 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.
- 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**) Can.

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 D



Appendix E – 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.



CONFIDENTIALITY AGREEMENT / CONVENTION DE CONFIDENTIALITÉ

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.

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;



**Invitation to Tender #NGC 13-C083
Modernization of Freight Elevator (E7)**

(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 E



APPENDIX F – FINANCIAL SECURITIES

As detailed in *Section A.9* - Financial Security documents are required for this project.

- a) **Bid Bond: must (M)** be included with the Tender
- b) **Performance Bond:** will have to be submitted by the selected Contractor following receiving notification of contract award.

Acceptable Bonding Companies

The following is a list of insurance companies whose bonds may be accepted as security by the government. Bidders should verify the following web link (appendix L) to ensure access to latest version:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>

1. Canadian Companies

ACE INA Insurance
Allstate Insurance Company of Canada
Ascentus Insurance Ltd. (Surety only)
Aviva Insurance Company of Canada
AXA Insurance (Canada)
AXA Pacific Insurance Company
Canadian Northern Shield Insurance Company
Certas Direct Insurance Company (Surety only)
Chartis Insurance Company of Canada
Chubb Insurance Company of Canada
Co-operators General Insurance Company
CUMIS General Insurance Company
Dominion of Canada General Insurance Company (The)
Echelon General Insurance Company (Surety only)
Economical Mutual Insurance Company
Elite Insurance Company
Everest Insurance Company of Canada
Federated Insurance Company of Canada
Federation Insurance Company of Canada
Gore Mutual Insurance Company



Grain Insurance and Guarantee Company
Guarantee Company of North America (The)
Industrial Alliance Pacific General Insurance Corporation
Intact Insurance Company
Jevco Insurance Company (Surety only)
Missisquoi Insurance Company (The)
Nordic Insurance Company of Canada (The)
North Waterloo Farmers Mutual Insurance Company (The) (Fidelity only)
Northbridge Commercial Insurance Corporation
Northbridge General Insurance Corporation
Northbridge Indemnity Insurance Corporation
Northbridge Personal Insurance Corporation
Novex Insurance Company (Fidelity only)
Personal Insurance Company (The)
Pilot Insurance Company
Quebec Assurance Company
Royal & Sun Alliance Insurance Company of Canada
Saskatchewan Mutual Insurance Company (Fidelity only)
Scottish & York Insurance Co. Limited
Sovereign General Insurance Company (The)
TD General Insurance Company
Temple Insurance Company
Traders General Insurance Company
Travelers Insurance Company of Canada
Trisura Guarantee Insurance Company
Waterloo Insurance Company
Wawanesa Mutual Insurance Company (The)
Western Assurance Company
Western Surety Company

2. Provincial Companies

Surety bonds issued by the following companies may be accepted provided that the contract of suretyship was executed in a province in which the company is licensed to do business as indicated in brackets.

ALPHA, Compagnie d'Assurances Inc. (Que.)

La Capitale General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., Que. (Surety only), Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)



Coachman Insurance Company (Ont.)
Fenchurch General Insurance Company (Nfld. & Lab., P.E.I., N.B., Ont., Man., Sask., Alta., B.C.)
GCAN Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
The Insurance Company of Prince Edward Island (N.S., P.E.I., N.B.)
SGI CANADA Insurance Services Ltd. (Ont., Man., Sask., Alta.)
L'Unique General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., N.B., Que. (Surety only), Ont. (Surety only), Man., Sask., Alta., B.C. (Surety only), Nun., N.W.T., Yuk.)

3. Foreign Companies

Surety bonds issued by the following companies may be accepted provided that the contract of suretyship was executed in a province in which the company is licensed to do business as indicated in brackets.

Affiliated FM Insurance Company
Allianz Global Risks US Insurance Company (Surety only)
Allstate Insurance Company
American Bankers Insurance Company of Florida
American Road Insurance Company (The) (Surety only)
Arch Insurance Company
Aspen Insurance UK Limited
AXIS Reinsurance Company
Berkley Insurance Company
Cherokee Insurance Company (Surety only)
Compagnie Française d'Assurance pour le Commerce Extérieur (Fidelity only)
Continental Casualty Company
CorePointe Insurance Company (Surety only)
Darwin National Assurance Company (Fidelity only)
Ecclesiastical Insurance Office Public Limited Company (Fidelity only)
Employers Insurance Company of Wausau
Factory Mutual Insurance Company
Federal Insurance Company
General Reinsurance Corporation
Great American Insurance Company
Hartford Fire Insurance Company
International Insurance Company of Hannover Limited (Fidelity only)
Jewelers Mutual Insurance Company (Fidelity only)
Liberty Mutual Insurance Company



Lloyd's Underwriters
Mitsui Sumitomo Insurance Company, Limited
Motors Insurance Corporation
Munich Reinsurance America, Inc.
NIPPONKOA Insurance Company, Limited
Sentry Insurance a Mutual Company
Sompo Japan Insurance Inc.
St. Paul Fire and Marine Insurance Company
State Farm Fire and Casualty Company

Tokio Marine & Nichido Fire Insurance Co., Ltd.
Triton Insurance Company (Fidelity only)
Westport Insurance Corporation
XL Insurance Company Limited (Surety only)
Zurich Insurance Company Ltd.

(From Treasury Board Contracting Policy, Appendix L - as published August 2012)

END OF APPENDIX F



APPENDIX G – Hot Work and Welding Protocol

G.1 Hot Work and Welding Protocol

WHENEVER HOT WORK OR WELDING IS PERFORMED IN A CONFINED SPACE, IT BECOMES A HIGH RISK OPERATION because of the possibility of an explosion or fire in the space. This procedure is followed to minimize the threat of fire or explosion.

1. Hose or other device to supply water to wet down combustibles in the area.
2. Fire resistive tarps to cover combustible materials that cannot be removed
3. Fire Extinguisher in case of a fire.
4. Cylinder storage area for oxy-acetylene torch.

PROCEDURE

WHEN PLANNING THE ENTRY, ADD TO THE OPERATION PLANNING PROCESS:

1. Clean work area removing all combustibles (greases, refuse, wood, etc) from the area or cover with fire resistant tarp any combustibles (except greases which must be removed) that cannot be removed.
2. Check equipment. Perform a leak test on all hoses, torches and fittings on all gas welding equipment. Check connections and leads for tightness and cleanliness on electric welding equipment. Replace any worn, defective or damaged parts on all units.
3. Place all welding equipment outside the space at least 10' from the entry point and allow only torch/electrode holder and gas lines/cables into the space to perform task.
4. Complete a "hot work" permit (see sample enclosed).

DURING THE OPERATION:

5. Watch gas detector for readings and watch for flying sparks.



AT THE END OF THE JOB:

6. Turn off all equipment at the source once work is completed. Remove all welding equipment from space. DO NOT LEAVE EQUIPMENT IN SPACE EVEN IF ONLY GOING ON A SHORT BREAK.


7. Soak down entire area with water. Drench floors,walls, ceilings and all combustibles left in space once job is completed.

8. If a fire is possible within the space after the job is completed,monitor space for at least 4 hours before closing space and returning to normal operations.

(See next page for sample Hot Work Permit)



G.2 Hot Work Permit (sample form)



WARNING!

HOT WORK IN PROGRESS – WATCH FOR FIRE!

INSTRUCTIONS

- Person doing Hot Work: Indicate time started and post permit at Hot Work location. After Hot Work, indicate time completed and leave permit posted for Fire Watch.
- Fire Watch: Prior to leaving area, do final inspection, sign, leave permit posted and notify Project Officer.
- Monitor: After 4 hours, do final inspection, sign and return to Project Officer.

I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.

SIGNED: (CONTRACTOR OF EMPLOYEE)

TIME STARTED	TIME FINISHED
AM PM	AM PM

FIRE WATCH SIGNOFF
Work area and all adjacent areas to which sparks and heat might have spread were inspected during the fire watch period and were found fire safe.

SIGNED: _____

FINAL CHECKUP
Work area was monitored for 4 hours following Hot Work and found fire safe.

SIGNED: _____

HOT WORK BEING DONE BY:
 CONTRACTOR
 EMPLOYEE

FOR PROJECT OFFICER:
 LOCATION / BUILDING & FLOOR _____
 NATURE OF JOB _____

Required Precautions Checklist
MAY BE RETAINED AS RECORD OF HOT WORK ACTIVITY.

Available sprinklers, hose streams and extinguishers are in service/operable.

Hot Work equipment in good repair.

Requirements within 35 ft (10 m) of work

Flammable liquids, dust, lint and oily deposits removed.

Explosive atmosphere in area eliminated.

Floors swept clean.

Combustible floors wet down, covered with damp sand or fire-resistant sheets.

Remove other combustibles where possible.

Otherwise protect with fire-resistant tarpaulins or metal shields.

All wall and floor openings covered.

Fire-resistant tarpaulins suspended beneath work.

Work on walls or ceilings

Construction is noncombustible and without combustible covering or insulation.

Combustibles on other side of walls moved away.

Work on enclosed equipment (Turn off if possible)

Enclosed equipment cleaned of all combustibles

Containers purged of flammable liquids/vapors.

Fire watch/Hot Work area monitoring

Fire watch will be provided during and for 60 minutes after work, including any coffee or lunch breaks.

Fire watch is supplied with suitable extinguishers, charged small hose.

Fire watch is trained in use of this equipment and in sounding alarm.

Fire watch may be required for adjoining areas, above, and below.

Monitor Hot Work area for 4 hours after job is completed.

Other Precautions Taken

APPROVED BY: (Project Officer) _____ DATE: _____ TIME: _____

ORIGINAL TO PPM – CARBON TO SECURITY – YELLOW ON-SITE

This form would be issued to the Contractor by the NGC designated project authority prior to the start of “hot work”.

End of Appendix G



APPENDIX H – Isolated Work Area Procedures

Isolated Work Area Procedures

All persons entering an AREA WHERE HAZARDS MAY CAUSE A CRITICAL INJURY WHEREBY, THE INDIVIDUAL WOULD NOT NECESSARILY BE READILY NOTICED WHEN IN DISTRESS must adhere to the following steps:

1. Worker will review the job as well as the Procedures and complete the following items before entering:
 - Lockouts - Complete appropriate isolation requirements for the space AND TEST TO ENSURE A "ZERO ENERGY" STATUS IS ATTAINED.
 - Communications- The Entrant will be issued a radio.
 - Work Log- Complete entry in work log kept at the control centre.
2. Complete a radio check to ensure the control center has radio contact if assistance is needed.
3. Entrant will don all appropriate protective equipment prior to entry.
4. The worker will inform the control centre, or their designate, when they leave the space.
5. The control centre will periodically during the job, check in with the entrant.
6. IF THERE IS NO RESPONSE FROM THE ENTRANT, the supervisor then uses the Emergency Notification Communication System to call for assistance
 - Rescuers are summoned and will enter area to untangle, stabilize, package and extricate the downed worker. If the space configuration allows a 2nd Rescuer will enter the space to assist in the extrication of the Entrant.
7. IF THE ENTRANT HAS PROBLEMS, they will:
 - Once Entrant is aware of the hazard, they will immediately leave the space and contact their supervisor for further instructions.
8. IF THEY CANNOT LEAVE THE SPACE, the Entrant will use the Emergency Notification Communication System to call for assistance



- Rescuers are then summoned and upon arrival the Rescuers will enter the area to untangle, stabilize, package and extricate the downed entrant. If the space configuration allows, a 2nd Rescuer will enter the space to assist in the extrication of the Entrant.

9. Once all work has been completed:

- Remove all equipment and check against original inventory.
- Remove all lockouts and restore equipment to operation
- Return all equipment used to its place ensuring that it is clean, in good repair and ready to use again. Any damaged equipment should be tagged and sent for maintenance.
- Close and secure entry point.
- Return radio and sign out of work log at the control centre.

High Risk Space Operation Protocol

The procedure is followed whenever someone must enter a space that hazardous atmosphere may exist and the potential for a death or critical injury as defined by the Occupational Health and Safety Legislation may occur.

1. Appoint an Attendant and collect all equipment listed in the CSDS completed for the space.
2. The Attendant will plan the entry by reviewing the appropriate CSDS as well as the Procedures and perform the following tasks:
 - ◆ Hazard - Review Section #2 of the CSDS for space that is to be entered and determine their existence for this particular space.
 - ◆ Lockouts - Complete appropriate isolation requirements for the space AND TEST TO ENSURE A "**ZERO ENERGY**" STATUS IS ATAINED.
 - ◆ Floor Mgmt - Allocate space for the storage of materials, equipment and refuse as required to minimize obstructions in & around space.
 - ◆ Controls - Establish all hazard control activities as indicated in the CSDS.
 - ◆ Retrieval - Set up appropriate retrieval system that is able to retrieve the entrant(s) from the outside without having to enter the space. IF IN DOUBT, TEST THE SYSTEMS CAPABILITY!
 - ◆ Testing - Conducts Pre-entry Gas Test (reading Oxygen, flammable and toxic gas levels) as applicable and record results on permit.
 - ◆ Permit - Complete the Entry Permit including certifying in writing that the space is free from hazards and will remain free of hazards while people are in the space.
 - ◆ Communications - The Entrant will be issued a radio from room 3185 or the Security Operations Centre.



3. Have attendant begin the Entry Log. The Log will record (at least 3 times per hour):
 - ◆ An inventory of all equipment, tools and material going into the space (what is going in and how much);
 - ◆ all repairs that are required for the space itself (ladder rungs broken, loose bricks, etc.);
 - ◆ the gas monitor results if the unit is not capable of data logging.
 - ◆ sufficient details of the operation to enable any reviewer of the notes to accurately reconstruct the operation.
4. Attendant will conduct a radio check with the Security Operational Centre to ensure radio works around entry point location.
5. Begin continuous monitoring using an electronic Combination Oxygen, Flammable and Toxic Gas Monitor with the sensors placed near the interior work area.
6. The Attendant will review the Entry Permit with the Entrant just prior to going into the space. Entry is not to occur until the Permit is reviewed at the beginning of each shift.
7. Begin continuous atmospheric monitoring with the sensors placed near the interior work area.
8. Attendant(s) and Entrant(s) will don all protective equipment required by the CSDS and establish a communication system prior to entry.
9. The Attendant will establish a station within 5' of the entry point to prevent unauthorized entry as well as monitor the hazard control systems that have been set up to protect the Entrant(s).
10. De-energize and chock all mechanical equipment within the confined space as the entrant comes to it as outlined in the CSDS.
11. THE ATTENDANT MUST CONTROL THE MOVEMENT OF THE ENTRANT TO ENSURE THE LIFELINE DOES NOT BECOME TANGLED OR CAUGHT MAKING EXTRICATION DIFFICULT.
12. If access ladders are removed from the confined space, they must remain within 5' of the entrance. In no case is the ladder to be used for another function while an employee is inside the space.
13. Whenever personnel wish to enter the confined space and no one is in the space and have not been in the space within the last 20 min., treat as a first time entry and retest the atmosphere.



14. **IN CASE OF AN EMERGENCY**, the Attendant will:
- ◆ Attendant sounds warning device to notify entrant of hazard;
 - ◆ Attendant operates entrant retrieval system to evacuate personnel within the confined space. If this system fails, they will call for assistance.
 - ◆ The appropriate personnel are summoned **and while awaiting their arrival, the attendant will don breathing apparatus and ready to enter space.**
 - ◆ Rescuers arrive at the space, **the attendant enters the space to untangle, stabilize, package and extricate the downed entrant.** If the space configuration allows, a 2nd Rescuer will enter the space to assist in the extrication of the Entrant.
 - ◆ Those summoned to assist the Attendant, will operate the retrieval system to extricate the entrant from the space. They will assume the duties of the Attendant during extrication.
15. Once all work has been completed:
- ◆ Remove all equipment and check against original inventory.
 - ◆ Remove all chocks.
 - ◆ All personnel are to vacate the confined space.
 - ◆ Air monitoring and ventilation (if used) are to be removed from the space and shut down.
 - ◆ Close and secure entry point.
 - ◆ Reconnect all pipes to the confined space.
 - ◆ Remove all lockouts and restore equipment to operation.
 - ◆ Return all equipment used to its' place ensuring that it is clean, in good repair and ready to use again. Any damaged equipment should be tagged and sent for maintenance.
 - ◆ Return the permit as indicated in the CSDS.

END OF APPENDIX H

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.13

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 TSSA initial and follow up inspections
- Administration Cost
- Allowances
- Supervision
- Liabilities as an employer
- Insurance,
- Equipment and products
- Transportation costs
- Parking
- Overhead and profit
- Storage cost off-site from the NGC facilities (if necessary)
- 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):

F.3.1 Cost Breakdown

	Description of Deliverables	Cost
1.	Permits, TSSA submittals, licenses & all inspections	\$
2.	Shop Drawings, incl. final "as-built"	\$
3.	Engineering	\$
4.	Electrician & Electrical work	\$
5.	Machine , controller & pumping unit	\$
6.	Hoistway door equipment & wiring	\$
7.	All other Parts, Materials & Supplies	\$
8.	Total Labour, incl. overtime as required	\$
9.	Seminars; Delivery of Operation and Maintenance Manuals	\$
10.	Administrative costs, incl. insurance, interim maintenance service, WSIB, Performance bond, overhead, profit, etc.	\$



11.	All other costs: please specify:	\$
	TOTAL COMPLETED WORK COST, AS PER F.3.1	\$

F.3.2 Annual Maintenance Service Cost,
based on the NGC maintenance and service specifications.

Elevating Device	Frequency of Maintenance	All inclusive Monthly Costs (Labour, parts & supplies)	Total Cost for 1 year maintenance contract (Excluding Taxes)
E7	Minimum monthly inspections; repairs as required, incl. emergency call-ups	\$	F.3.2 \$

F.3.3 Total project cost, including One (1) year maintenance & repairs

The total cost price as in Section **F.3.3** 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. See Section D.4.4 for full details on how cost per points is determined.

	As per F.3.1 above, total project cost	\$
+	As per F.3.2 above, total 1 year maintenance cost	+\$
=	F.3.3 TOTAL COST (Excluding Taxes):	= \$



F.3.4 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.

Technician Hourly Rates:

	Hourly Rate
Regular Hours	\$
Overtime Hours	\$

Crew Hourly Rates:

	Hourly Rate
Regular Hours	\$
Overtime Hours	\$

Hours of Work

Regular Hours	
Overtime Hours	

F.4 Payments / Holdbacks

F.4.1 Progress claims shall not be submitted by the Contractor until all work identified in the claim has been completed. Progress payments (net 30 days) shall be made as negotiated with the Contractor and agreed upon by NGC. There will be a *10% holdback* on each invoice. The holdback shall be identified on a separate line on each invoice. The holdback shall be paid to the Contractor upon acceptance and final approval of all work by the Consultant and the NGC designated Project Officer. Payment shall be made by NGC (30 day payable) following the date on which the invoice and substantiating documentation are received according to the terms of the Contract, whichever is later.

F.4.2 If the NGC has any objections to the content of the invoice or the substantiating documentation, it shall notify the Contractor within fifteen (15 days) of receipt of the invoice and documentation. The notification will state the nature of the objection, and where such notice is given by NGC, the payment period of the invoice shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the NGC.



F.5 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-C083**, 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). In addition, a **Performance Bond**, meeting conditions of this ITT must also be submitted. Signature of this page also acts 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

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

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
- ✓ Specifications documents, as posted separately on the Buy and Sell website
- ✓ 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 **three (3) contracts** that are of similar contract value, scope and complexity **within the last five (5) years**.

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 rated 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	
TOTAL POINTS, PER REFERENCE	5 POINTS	

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	
TOTAL POINTS, PER REFERENCE	5 POINTS	

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	
TOTAL POINTS, PER REFERENCE	5 POINTS	

Date & Time of Reference Check: _____ Call placed by: _____



**Invitation to Tender #NGC 13-C083
Modernization of Freight Elevator (E7)**

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	
TOTAL POINTS, PER REFERENCE	5 POINTS	

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 A.13 F.1.6 c)	Does Joint Venture apply to your firm? If yes, have you included proper information?		
Section A.10.1 a) B.1.1a) E, Appendix F	Have you included a Bid Bond ?		
Section A.10.1 b) B.1.1b) E, Appendix D	Have you included Proof of Insurance meeting conditions of Section E, App. D ; either Certificate of Insurance or Undertaking of Insurance Letter from your insurance company?		
Section A.10.1 c) B.1.1c)	Have you included proof that you are legally able to work in Ontario ?		
Section A.10.1d) B.1.1e)	Have you included one signed original and three copies separately packed all of Section D, Evaluation and Selection Criteria ? Are the original and copies identical?		
Section A.10.1e) B.1.2a)	Have you included all of Section F, Pricing Offer ?		
Section A.10.1f) B.1.1f)	Have you included one original and three copies of all of Section G, Forms ? 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-C083