

REQUEST FOR STANDING OFFER

FOR

DOOR MAINTENANCE

AT

THE NATIONAL GALLERY OF CANADA

AND

2 OFF SITE LOCATIONS

FEBRUARY 2014

This Document Contains a Mandatory Site Visit.

See Section A.8 for details.

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



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SECTION A: BIDDERS' INSTRUCTIONS AND INFORMATION

Schedule for Solicitation Process

The NGC reserves the right to change these dates as considered necessary by posting amendments to the schedule.

ACTIVITIES	DATES
Registration Deadline for Site Visit	February 19, 2014 by 3:00 PM EDT
<u>Site Visit</u>	February 20, 2014 at 10:00 AM EDT
Last Day for Questions (Questions received after this time will not be answered)	March 6, 2014 at 11:00 AM EDT
<u>Closing Date for Submission of Bids</u>	March 20, 2014 at 2:00 PM EDT

A.1 INTRODUCTION

This is a Tender for a Standing Offer Agreement (SOA). The National Gallery of Canada (NGC) requires a qualified Contractor to provide Door Maintenance Services, on an ***“as and when required”*** basis for its various buildings.

It is important that the successful Contractor understands that a very high degree of quality workmanship will be expected from them. The selected Contractor must be willing to perform work on an ***“as required basis”***, as outlined in the Scope of Work (Section C) as well as being able to provide 24 hour emergency service with response time not exceeding 2 hours from the time the call is placed by NGC.

A.2 STANDING OFFER AGREEMENT

A Standing Offer Agreement (SOA) is an arrangement to provide goods and services at the prearranged prices with set terms and conditions, for specific periods of time on an ***“as requested”*** basis.

- a) A Standing Offer is not a contract.



- b) An order against a Standing Offer is a “call-up”.
- c) Each call-up is a separate contract between the Corporation and the Supplier.
- d) A call-up does not involve any negotiations.

The instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and in the resulting contract.

A.3 **DEFINITIONS**

A.3.1 In this RSO 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 RSO.

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) 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 Contract Award to the successful Bidder.



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 sites:

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

And 2 offsite warehouses (addresses to be provided to successful bidder)

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 “Request for Standing Offer” and “RSO”.

A.6 PERIOD OF CONTRACT

A.6.1 The period for this Contract is **one (1) year starting April 1, 2014 and ending March 31, 2015.**

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

A.6.3 **Renewal of contract**

The NGC reserves the right to renew and negotiate the contract for any additional terms consisting of a period of one year up to 5 years ending no later than March 31, 2020.

Pricing for option years: NGC would request pricing from the selected contractor for the Option Year(s) approximately 5 months (150 days) prior to the end of the contract. Incumbent contractor would be informed of NGC’s intention to renew, or not, within approximately 4 months (120 days) of the end of the contract. The Contractor must acknowledge, in writing, receipt of the notice and its acceptance or rejection of the Contract extension no later than fifteen (15) days after receipt of said notice.



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

A.7 CONTRACT CLAUSES, TERMS AND CONDITIONS OF TENDER

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

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

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

February 20, 2014 at 10:00 A.M. (EDT)

- A.8.2 Bidders should bring their copy of the RSO document to the Site Visit/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
E-mail: kbroom@gallery.ca

Registration should be received by February 19, 2014 by 3:00 PM (EDT)

- A.8.4 Bidders **must (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). 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 Bidder **shall (M)** inspect the site, ask questions, and familiarize themselves with existing conditions, limitations and constraints that may arise during the period of this Contract.

A.9 MANDATORY REQUIREMENTS

- A.9.1 In response to this ITT, the Proponent **must (M)** submit the proof of following with the bid:
- a) Bidder **must (M)** meet the NGC Insurance Requirements by submitting the proof of insurance. The Proponent **must (M)** submit with the offer either Certificate of Insurance stating minimum Five (5) million **Commercial General Liability** or **must (M)** submit Undertaking of Insurance Letter from Proponent's insurance carrier. The document provided by the Proponent **must (M)** confirm that the insurance carrier is able to provide the specified required insurance (at Proponent's expense) upon the Bidder winning the Bid, as specified in Section E, Appendix C of this RSO;
 - b) Bidder **must (M)** be legally able to work in Ontario where the work is conducted. Proof of being able to work in Ontario is **required (M)**. Acceptable proof of being able to work in Ontario could be confirmation of registration with the *Workplace*



Safety and Insurance Board (WSIB) of Ontario, or other legal document, as long as it can serve as proof of being able to legally work in Ontario;

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

All of items A.9.1 a) through e) **must (M) be submitted** with your bid.

A.9.2 Proponents must (M) have:

- a) Obtained their RSO package from www.buyandsell.gc.ca;
- b) Attended the **Mandatory (M)** Site Visit.

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

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

National Gallery of Canada
Curatorial Wing
Staff Entrance Security Desk
380 Sussex Drive
Ottawa, Ontario Canada K1N 9N4
Attn: Kathy Broom – Contracting Authority

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

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

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

Closing Date: March 20, 2014



Time: 2:00pm EDT

- A.10.4 Faxes or electronic transmission of proposals **will not (M)** be accepted.
- A.10.5 Timely receipt and correct direction of the bids **shall (M)** be the sole responsibility of the Bidder. Postage meter imprints, whether imprinted by the Bidder, the Canada Post Corporation or the postal authority outside Canada, are not acceptable as proof of timely delivery. Misrouting, traffic volume, weather disturbances, labour disputes or other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NGC.
- It is also the responsibility of the Bidder to allow sufficient time to obtain custom clearance, where required, before the bid closing date and time.
- A.10.6 Tenders **must (M)** be complete at bid solicitation closing date and time.
- A.10.7 The National Gallery of Canada **will return**, unopened, bids received after the stipulated Bid solicitation closing date and time.
- A.10.8 There **will not be** a public opening of bids. Each firm that submitted a bid will be notified by letter of the results.

A.11 ENQUIRIES DURING SOLICITATION PROCESS

- A.11.1 All enquiries regarding the bid solicitation **shall (M)** be submitted in writing, by e-mail to the Contracting Authority:
- Kathy Broom
E-Mail: kbroom@gallery.ca
- A.11.2 All enquiries **shall (M)** be submitted as early as possible within the bidding period. Enquiries must be received by **March 6, 2014 by 11:00 am (EDT)**. Questions received after this time **will not be answered**.
- A.11.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously, any information with respect to enquiries/questions received and the replies to such enquiries/questions without revealing the sources of the enquiries.
- A.11.4 To ensure the integrity of the competitive process, all enquiries and other communications with NGC staff throughout the solicitation period **shall (M)** be directed only to the Contracting Authority. There should be no attempt by the Bidder, or his



representatives, to communicate directly with NGC identified consultants for this project, with the NGC Project Officer or with any other NGC employees to seek further information relating to this RSO. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of a Bidder's bid submission.

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

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

A.12 **JOINT VENTURES**

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

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

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

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

- a) That the signatories are acting and responsible jointly and severally;
- b) That the payment of moneys under the contract to the identified lead member shall act as a release from all parties;
- c) That giving notice by the National Gallery of Canada to the identified lead member shall act as notice to all parties;



- d) That the National Gallery of Canada may, at its discretion in the event of disputes among joint venture parties or changes in its composition, direct that the contract be terminated, without in any way altering the liability of the original signatories for performance of the terms of the contract; and
- e) Where the National Gallery of Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

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

A.13 NATIONAL GALLERY OF CANADA SUPPLIED MATERIEL REQUIREMENTS

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

A.14 COSTS RELATED TO SOLICITATION PROCESS

A.14.1 All costs and expenses incurred by a Proponent related to attending the Bidders Conference, the preparation of the bid **shall (M)** be borne by the Proponent. The National Gallery of Canada is not liable to pay such costs and expenses or to reimburse or to compensate the Proponents under any circumstances.

A.14.2 The National Gallery of Canada **shall (M)** not be responsible for any costs related to any delays in the Tender, in awarding of the contract, or costs associated with any reviews or the approval process, or with obtaining any government approvals.

A.15 CONFIDENTIALITY/SECURITY

A.15.1 This document, or any portion thereof, may not be used for any purpose other than the submission of an offer.

A.15.2 The successful Bidder **must (M)** agree to maintain security standards consistent with security policies of the National Gallery of Canada. These include a strict control of data and maintaining confidentiality of information gained while carrying out their duties.

A.15.3 The individuals, or companies, participating in this RSO 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 RSO.

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

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

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

NATIONAL GALLERY OF CANADA
380 Sussex Drive
PO Box 427, Station A
Ottawa, Ontario
K1N 9N4

Attn: Procurement Office (For Secure Disposal)

A.16 SECURITY CLEARED PERSONNEL

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

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.17 **NEGOTIATIONS**

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

A.18 **EVALUATION OF BIDS**

A.18.1 Bids that do not meet the mandatory requirements as per Section A.9.1 will not be evaluated.

A.18.2 Bids that do meet the **mandatory (M)** requirements will be evaluated on pricing.

A.18.3 The NGC reserves the right to:

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

A.18.4 The criteria specified in this RSO, and the site visit, as possibly amended by Solicitation Amendments are the sole criteria, which will be used in the evaluation of the proposals.

A.19 **RSO/OFFER**

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

A.20 **BIDDERS' RESPONSIBILITIES**

A.20.1 NGC requires that each bid, at closing date and time, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section A.12. The Bidder must have the legal capacity to contract. If a Bidder is a sole proprietorship, a partnership, or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a Tender as a joint venture.

It is the Bidder's responsibility to:



- A.20.2 Obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
- A.20.3 Prepare its bid in accordance with the instructions contained in the bid solicitation;
- A.20.4 Submit by closing date and time a complete bid;
- A.20.5 Send its bid only to NGC location described in A.10;
- A.20.6 Ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
- A.20.7 Provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

A.21 NOTIFICATION, AWARD AND DEBRIEFING

- A.21.1 Once the successful Bidder and the National Gallery of Canada have 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.

Proponents **shall (M)** submit in hard copy the **mandatory (M)** documents specified in A.9, plus one (1) CD containing a copy

B.1.1 ENVELOPE # 1, SEALED, WITH ALL MANDATORY (M) TECHNICAL DOCUMENTS. The exterior of the envelope must be fully identified with sender information and include the words “Technical Documents”:

B.1.1.1 **Insurance Requirements**, meeting requirements of article A.9.1a) and of Section E, Appendix C;

B.1.1.2 **Documents:** meeting requirements of article A.9.1b);

B.1.2 RATED DOCUMENTS FOR EVALUATION PURPOSES which should also be included in envelope/package # 1

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

Bidders should submit in hard copies one (1) **original** requested document (bearing original signature where/if applicable), plus **two (2) additional photocopies** and one (1) CD containing a copy, or USB key, (CD to be labelled with identifying content) of the **Rated Documents for Evaluation Purposes** as specified below. Mandatory Documents and Rated Documents for Evaluation Purpose can be 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.1.2.1 Completed Section D – Evaluation and Selection Criteria

B.1.2.2 Completed Section G – Forms



- B.1.3 **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”:**

Proponent must include **Pricing Offer**, Section F, complete, as per A.9.1 c)

B.2 TENDER FORMS

The Tender shall (M):

- B.2.1 Be submitted on the Tender forms provided in the RSO 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 RSO document, obtained from the NGC.
- 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 RSO documents Sections A, B, C, D, E, F, G, appendices and any addenda that were issued prior to the bid closing.
- 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 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.4 AMENDMENTS TO PROPONENT'S TENDER

- B.4.1 After the Tender closing date and time, amendments to the Proponent's bid **will not (M)** be accepted.
- B.4.2 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.4.3 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.4.4 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.4.5 Any amendment submitted by any other method **will not (M)** be accepted.

B.5 WITHDRAWAL OF BID

- B.5.1 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.5.2 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.6 APPLICABLE TAXES

- B.6.1 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.6.2 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.7 ACCEPTANCE OF TENDER

- B.7.1 The NGC may accept any Tender, whether it is the lowest or not, or may reject any of all Tenders.



- B.7.2 Without limiting the generality of B.7.1, the NGC may reject any tenders based on an unfavourable assessment of:
- B.7.2.1 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.7.2.2 The Proponent's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the contract.
 - B.7.2.3 The Proponent's performance on other contracts.
- B.7.3 In assessing the Bidder's performance on other contracts pursuant to B.7.2, the NGC may consider, but not be limited to, such matters as:
- B.7.3.1 The quality of workmanship of the Proponent in performing the work;
 - B.7.3.2 The timeliness of completion of the work, and
 - B.7.3.3 The Proponent's overall management of the work and its effect on the level of effort demanded of the NGC and its representatives.
- B.7.4 The NGC may reject a bid where any of the following circumstances is present:
- B.7.4.1 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.7.4.2 The Proponent's bidding privileges are suspended or are in the process of being suspended;
 - B.7.4.3 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.7.4.4 With respect to current or prior transactions with the Government of Canada:



- B.7.4.4a) The Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - B.7.4.4b) 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.7.4.4c) 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.7.4.4d) 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.7.5 Where the NGC intends to reject a Tender pursuant to a provision of clause B.7.4, other than sub clause B.7.4.2, 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.8 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.9 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

C.1 The National Gallery of Canada

The NGC was created in 1880, and is among the oldest of Canada's national, cultural institutions. On May 21, 1988, the NGC opened the doors to its flagship property at 380 Sussex Drive, Ottawa. However, the NGC became a Crown Corporation on July 1, 1990.

The NGC is home to the most important collections of historical and contemporary Canadian art in the world. In addition, it has pre-eminent collections of Indigenous, Western and European Art from the 14th to the 21st century, American and Asian Art as well as drawings and historical, modern and contemporary photography. The NGC's collections comprise over 55,000 works of art including photographs and 144,000 transparencies. Approximately 1,200 of the most significant works are on view at any one time in the Permanent Collection galleries, while another 900 are on loan each year through the NGC's *On Tour* program, mostly to public art galleries across the country and abroad.

There are over 100 exhibition spaces at the NGC, including specialized galleries and the Rideau Chapel. Its public spaces include a library, a 400-seat auditorium, a 90-seat lecture hall, a restaurant and a café, an outdoor amphitheater, two-level indoor parking, a book and gift shop, seminar rooms and studio / workshop spaces. Other facilities include conservation laboratories, multimedia and photography workshops, art and non-art storage, security control rooms, workshops and offices.

It is understood that a very high degree of quality workmanship will be expected from the Contractor, as well as, there is a normally a very short lead and turnaround time on many of the jobs. There can also be multiple job call-ups for various gallery spaces at one time.

C.2 SCOPE OF WORK

The Contractor shall furnish all necessary tools, materials and labour to execute the work on the terms and conditions herein and shall work in a careful and professional manner.

Door maintenance is required for the following (but not limited to):

- Frames
- Doors : Total Doors – custom made doors- wood doors-glass & steel and aluminium frame doors
- Hardware: LCN – Rixson – Von Duprin – Ives (locking bolt)– Folger Adams – Pro-Swing – Schlage (levers) – Hager (Hinges) – Rutherford (electrical stike)– Camden (handicap button) – Kaba ILco (unican) – Canaropa – Corbin –



KnThomas (weather strip)– Pemko – Sargent –Optex (scanner) – Alarm Lock
Trilogy (unican)

- Automatic operator : Hunter - Gyrotech, - Horton
- One revolving door

C.3 PERFORMANCE

C.3.1 The Contractor shall systematically examine, clean, adjust and lubricate all components of the equipment as required and if conditions warrant, repair or replace all components using only genuine manufacturers replacement parts for this purpose.

C.3.2 Duties

- a) Perform all routine maintenance work during the hours of the regular working days of the trade.
- b) It is the contractor's responsibility to plan and to respect proper timing for completion of work.
- c) The contractor is expected to complete proper Security Clearance Forms (forms provided by NGC) and submit by fax or e-mail 72 hours in advance for proper authorization by Project Officer, unless the call-up is an emergency.
- d) The NGC Authority will provide the Contractor with a description and location of the problem to be repaired and will determine if the call is urgent and provide a start date.
- e) Contractor must assign a corresponding work order for each job and the technician must have it signed by an NGC Authority upon completion of work before leaving the site.
- f) Proper documentation is to be submitted with invoice. (Work orders, maintenance reports, etc.).
- g) The Contractor is to schedule a monthly meeting with the NGC Project Authority to discuss Key Performance Indicators (KPI) and related issues. The Contractor is also required to provide minutes of the meeting within 5 working days of the meeting.



h) **Tracking & Inventory System** – The contractor shall maintain the following systems:

- Tracking system for trouble calls;
- Follow up system on repairs in progress;
- Preventative maintenance programme for the emergency exit doors;
- Stock inventory system to maintain stock levels on critical spare parts.

C.3.3 **Qualifications of Technicians**

The following is a list of qualifications that are **Mandatory (M)** for the technicians:

- Basic electronic course relating to the performance of the contract
- WHMIS Certification
- Security Clearance (Enhanced Reliability status or better)
- Total Door Certified
- Familiar with Access Control Systems (Lenel) and concept for proper integration with electrified hardware/operations
- Be a member of the American Association of Automatic Door Manufacturers (AAADM)
- First Aid certification
- Fall Arrest certification

C.3.4 **Key Performance Indicators**

- Work Order Form signed by NGC authority or as designated by NGC authority before leaving the site
- 2-hour response to emergency calls unless approved by NGC
- Min 4-hour response to non-emergency calls unless approved by NGC
- Work Completed as per schedule
- Security Clearance Forms submitted 3 working days in advance
- Proper documentation included with invoice (Work orders, maintenance reports, etc.)
- Monthly meeting minutes submitted within 5 working days of the meeting
- Provide NGC authority with follow up system for calls/progress of repairs, preventative maintenance and the tracking of inventory.



Failure to meet 2 or more criteria in any calendar month will result in a 10% penalty to corresponding invoices.

C.3.5 **Emergency Calls**

A qualified technician **must (Mandatory)** respond to all emergency calls between the regular inspections within two (2) hours of receiving the call on a twenty-four hour, 7 days a week basis.

FAILURE TO MEET EMERGENCY CALLS WITHIN THE 2 HOURS MAY RESULT IN TERMINATION OF THE CONTRACT

Non-emergency response time within 4 hours unless agreed upon by NGC authority

C.3.6 **Operation**

The Contractor shall maintain the equipment at its original performance level.

C.3.7 **Repairs**

The Contractor shall immediately inform the Project Officer in writing of necessary repairs not included herein as part of the work to be performed under the terms of the contract.

C.3.8 The Contractor will be responsible to maintain equipment so as to meet all Federal and Provincial code requirements and to issue any necessary certificates pertaining to such equipment.

C.3.9 The cost of parts is extra to this contract. Contractor shall invoice the NGC for parts at cost with original invoice.

END OF SECTION C



SECTION D: EVALUATION AND SELECTION CRITERIA

D.1 EVALUATION COMMITTEE

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

The RSO 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 RSO 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 RSO 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 RSO.
- v) The National Gallery of Canada reserves the right to make changes to this RSO, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the RSO 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 RSO 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 RSO 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, Calling of References and Job Safety Elements (50 points)
- Step Three Calculation of final score, which includes the Pricing Offer

D.4.1 Step One: Mandatory Requirements

In Step One of the evaluation process, all bids **will be (M)** inspected for their compliance to the **mandatory (M)** requirements as per **Section A.9.1**. Any bid that fails to meet any of the mandatory requirements of the ITT **will be (M)** deemed non-responsive and **will not (M)** be considered further. The ITT conditions/documents **will not (M)** be amended or deleted in any way, 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
(Point rated Criteria: Maximum Total 30 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 the provision of door maintenance services.

Using the forms provided in Section G.3 please provide a minimum of 3 summaries of similar projects completed within the last five (5) years, including name, telephone number and email address of the client representative for the project. This information will also be using for calling of references, please see Section D.4.3.

TOTAL POINTS ACHIEVED IN EXPERIENCE: _____ (30 pts max)

D.4.2.2 Calling of References
(Point Rated Criteria: Maximum 15 points)

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)



D.4.2.3 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	

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

TOTAL POINTS ACHIEVED IN EMPLOYEE JOB SAFETY: _____ (5 pts max)



Points achieved in
D.4.2.1 _____ (max 30 points available)
D.4.2.2 _____ (max 15 points available)
D.4.2.3 _____ (max 5 points available)

TOTAL POINTS ACHIEVED IN STEP TWO: _____

In order for the Bid to progress to Step Three of the Evaluation phase (Calculation of final score) the Proponent must have achieved a minimum of 35 points total from Step 2.

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

After successful completion of the Steps One and Two consecutively, the *Pricing Offer* received from the Bidders will be opened and evaluated. The total cost price as in **Section F.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	Insurance Requirements
Appendix D	Confidentiality Agreement
Appendix E	Electrical Protocol



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 responsible for this document, as identified in Section A.

END OF APPENDIX A



APPENDIX B – SITE PROTOCOL

1.0 Communications

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

2.0 Personnel and Security

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



3.0 Site Conditions

- 3.1 The Consultant/Contractor and NGC Project Officer will establish a project schedule to cover the duration of the work and will outline exactly where the work will be carried out. Should the Consultant/Contractor need modifications to the schedule, such changes must be approved by the NGC Project Officer. Should the Consultant/Contractor discover during the project that conditions demand that they carry out work or investigations in areas outside of the agreed area, then the Consultant/Contractor will seek the mandatory approval of the NGC Project Officer before carrying out this portion of the work.
- 3.2 The Consultant/Contractor will conduct operations in such a manner to ensure that all building exits remain accessible at all times. The Consultant/Contractor shall not impede access to the loading dock at any time. Prior permission is required for access to the loading dock.
- 3.3 The Consultant/Contractor shall maintain the site in a neat and clean condition, to the satisfaction of the NGC Project Officer, for the duration of the project. Cleanup shall be performed on a **daily basis**.
- 3.4 The National Gallery of Canada will supply all heat, light, and power, hot and cold water reasonably required for the work.
- 3.5 Where applicable, the Contractor will be permitted the use of passenger elevators, and shall be responsible for their safe operation. The Contractor shall ensure cleanliness after use.
- 3.6 The NGC **will not provide** free or discounted parking for the Consultant/ Contractors or their staff. Monthly or daily parking in the NGC indoor parking can be purchased from the NGC. All Consultant/ Contractor vehicles are to be parked on the P2 level.

4.0 Fire/ Safety

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



emergency. The Consultant/ Contractor will be responsible to ensure that all staff under his/her jurisdiction will make themselves familiar with the exits in the areas in which they will be working.

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

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

5.0 Workplace Hazardous Materials Information System (WHMIS)

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

6.0 Confined Spaces

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

7.0 Accident Notifications and Reporting

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

8.0 Occupational Health & Safety Policy

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



9.0 Harassment-Free Workplace

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

END OF APPENDIX B



APPENDIX C – INSURANCE REQUIREMENTS

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

1. **COMMERCIAL GENERAL LIABILITY**

- a) The policy shall include the National Gallery of Canada as additionally insured to the extent of bodily injury, death or third party property damage that is caused by negligent acts of the Contractor.
- b) The limit of liability shall be not less than **Five Million Dollars (\$5,000,000.00) CAD** 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 CAD.
- 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) CAD**.

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 Comprehensive General Liability Policy, a Certificate of Insurance will be accepted by the National Gallery, if such Certificate specifically confirms that all of the coverages mentioned in **Clause 1, item C** are included in the policy coverage.
- d) It shall be the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary or advisable, for its own protection and/or to fulfil its obligations under this contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

END OF APPENDIX C



Appendix D – CONFIDENTIALITY AGREEMENT

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



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;



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

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

Signature: _____

Name/Nom: _____
Please print /Veuillez écrire en lettres moulées

Company/
Compagnie: _____

Address: _____

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

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

Witness / Témoin

Signed at / Fait à _____, this / le _____

_____.

END OF APPENDIX D



APPENDIX E – 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 E

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 RSO supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed RSO;
- 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 RSO closing date and time; however, this 60 day period shall be extended to 90 days upon written request by the National Gallery of Canada.
- F.1.5 If, for any reasons, the National Gallery of Canada does not receive, **within 15 calendar days**, of receipt by the Proponent, the signed Contract documents, executed by the successful Proponent and the Insurance, the National Gallery of Canada may accept another offer.
- F.1.6 The bid **shall (M)** be signed in accordance with the following requirements:
 - a) **“Limited Company”**: If this Tender is made by a Limited Company, the Tender must be signed by duly authorized signing officers of the company in their normal signatures designating against each signature the official capacity in which the signing officer acts. The corporate seal of the company must also be affixed to the Tender.
 - b) **“Partnership”**: The signatures of the partners shall be affixed and their names typed or printed in the space provided. The signatures shall be witnessed, and if not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the Tender. An adhesive coloured seal shall be affixed next to each signature except in the Province of Quebec.



- c) **“Sole Proprietorship”**: The signature of the sole proprietor shall be affixed and the name typed or printed in the space provided. The signature shall be witnessed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the Tender. An adhesive coloured seal shall be affixed next to the signature except in the Province of Quebec.
- d) **“Joint Venture”**: The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed in the space provided. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in Section A.12

F.2 DESCRIPTION OF PRICING

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

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

- Materials, stepladders, drop-sheets, material handling equipment, etc.
- Pick-up and Deliveries
- Wages (labour)
- Administration Cost
- Allowances
- Supervision
- Liabilities as an employer
- Insurance
- Equipment and products
- Transportation costs
- Permits
- Parking (Parking is available at a going rate per day, per vehicle)
- 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

The purpose of this Invitation to Tender is to issue a *Standing Offer Agreement* to the selected contractor for services on an “as and when required basis”. The National Gallery estimates requiring services as follows:

- F.3.1 Regular Rate Services** would normally be scheduled from Monday to Friday 8am to 5pm. Please note that NGC is aware that the Bidder’s company regular hours may vary from the NGC hours. For the purpose of the evaluation please state your prices per hour based on your company regular schedule if NGC were to follow it.
- F.3.2 After Hours Rate Service Pricing:** Any scheduled time outside of your Company Regular Service hours including emergency services: (On short notice - 2 hour response time or less will be required).
- F.3.3 Minimum number of hours:** Please state the minimum number of hours to be billed with each call-up.
- F.3.4 Company Regular hours:** Please provide your regular company hours within which regular services are provided.

Please fill in the table below:

YEAR 1: Standing Offer Period April 1, 2014 to March 31, 2015

Technician: \$____/hour
 Assistant: \$____/hour
 Markup on materials ____%
 After hours rate /minimum# (__) hours minimum at time \$____/hour
 Company hours of operation: From ____ to ____

****The technician rate provided will be multiplied by 50 hours for evaluation purposes only. These hours do not reflect the amount of hours that will be part of the Standing Offer****



F.4 SIGNATURES AND CORPORATE SEAL

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-C109, and provide within the specified time frames **Certificate of Insurance** as detailed in this RSO (if Undertaking of Insurance Letter was submitted as Proof of Insurance). 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 RSO 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 _____, 2014

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)	



G.2 ACCEPTANCE AND COMPLIANCE WITH CONDITIONS

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 RSO Document.

I/WE

Legal Name of Proponent

Have read and understood the entire RSO, 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

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.

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

Signature

Date



G.3 **WORK REFERENCES**

RATED CRITERIA (MAXIMUM 15 POINTS)

Please provide the following information for a minimum of **three (3) contracts** that are of similar contract value, scope and complexity **within the last five (5) years**.

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

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

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



G.3.1 Reference # 1

a) Client Name & address: _____

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

Contact: _____

Telephone number: _____

E-mail address: _____

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

d) Contract Value: _____

e) Duration of Contract:

Start date: _____ End Date: _____

Renewals: _____

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



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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 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.12 F.1.6 d)	Does Joint Venture apply to your firm? If yes, have you included proper information?		
Section A.9.1a) B.1.1.1 D, Appendix C	Have you included Proof of Insurance ; either Certificate of Insurance or Undertaking of Insurance Letter from your insurance company?		
Section A.9.1b) B.1.1.2	Have you included the proper documentation ?		
Section A.9.1c) B.1.2.1	Have you included one signed original and two copies on CD of Section D, Evaluation and Selection Criteria ?		
Section A.9.1d) B.1.3	Have you included one signed original and one copy on CD of Section F, Pricing Offer ?		
Section A.9.1e) B.1.2.2	Have you included one original and one copy on CD Section G, Forms ?		



G.5 **ADDENDA**

Number	Date Issued

Addenda will be issued by the National Gallery of Canada (NGC), 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 RSO.

Failure to identify addenda issued by the NGC shall (M) result in the disqualification of our proposal.

END OF SECTION G

END OF THE RSO DOCUMENT – NGC 13-C109