

REQUEST FOR PROPOSALS

FOR

LICENSED SECURITY GUARD FORCE AND RELATED
SERVICES

AT

THE NATIONAL GALLERY OF CANADA

NOVEMBER 2014

*This cancels and supersedes the previous Request for Proposals no. NGC102986, dated September 2014
which was posted on Buy and Sell reference# PW-14-00654905*



Table of Contents

SECTION A: BIDDERS' INSTRUCTIONS AND INFORMATION	3
SECTION B: TENDER PREPARATION INSTRUCTIONS	12
SECTION C: SCOPE OF SERVICES	18
SECTION D: EVALUATION AND SELECTION CRITERIA.....	42
SECTION E: CONTRACT AGREEMENT AND CONDITIONS – MANDATORY (M).....	47
SECTION F: PRICING OFFER	54
SECTION G: FORMS	61



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 Public Works and Government Services Canada (PWGSC) Buy and Sell Website. (www.buyandsell.gc.ca)

ACTIVITIES	DATES
Last Day for Questions (Questions received after this time will not be answered)	December 16, 2014 at 11:00 AM EST
Closing Date & Time for Submission of Bids	January 7, 2015 at 2:00 PM EST
Contract Award	Week of January 19, 2015

A.1 INTRODUCTION

This Request for Proposals (RFP) is directed to qualified service providers to submit a proposal to provide Licensed Security Guard Services and Related Services to the National Gallery of Canada (NGC).

The National Gallery of Canada was founded in 1880 and its present-day building was open to the public in 1988. It 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, laboratories, carpentry workshops, administrative facilities for 250 staff and underground car garage. This unique building known for its architectural elegance and hosts state visits, dinners, grand receptions and balls and various special events throughout the year.

A.2 DEFINITIONS

A.2.1 In this RFP 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.2.2 *“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 RFP.

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

A.2.3 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.2.4 *“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.

A.3 **LOCATION OF REQUIREMENT**

The successful Contractor **will (M) (Mandatory)** provide these services for the following sites:

1. National Gallery of Canada (NGC)
380 Sussex Drive
Ottawa, Ontario Canada
K1N 9N4
2. Off-site storage facilities in Ottawa, Ontario

A.4 **PERIOD OF CONTRACT**

A.4.1 The period for this Contract is **five (5) years starting April 1, 2015 and ending March 31, 2020.**

A.4.2 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 qualified Bidder to take over the Contract.

A.4.3 **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, 2025.

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.5 CONTRACT CLAUSES, TERMS AND CONDITIONS OF TENDER

- A.5.1** The general terms, conditions, instructions, appendices, clauses and all addenda issued as identified in the bid solicitation will form part of the resulting contract.
- A.5.2** These general terms, conditions, instructions, appendices, clauses and all addenda 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.5.3** 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.6 MANDATORY REQUIREMENTS

- A.6.1** In response to this RFP, the Proponent **must (M)** submit the proof of following with the bid, at Proponent's expense:
- a) The Bidders **must (M)** submit all of **Section D – Evaluation and Selection Criteria**;
 - b) The Bidders **must (M)** submit all of **Section G – Forms**;
 - c) 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.6.1 a) through c) **must (M) be submitted** with your bid.

A.6.2 Proponents must (M) have:

Obtained their RFP package from the Public Works and Government Services Canada (PWGSC) Buy and Sell website <https://buyandsell.gc.ca/>

A.7 ENQUIRIES DURING SOLICITATION PROCESS

A.7.1 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.7.2 All enquiries **shall (M)** be submitted as early as possible within the bidding period. Enquiries must be received by **December 16, 2014 by 11:00 am (EDT)**. Questions received after this time **will not be answered**.

A.7.3 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.7.4 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.7.5 Bidders **shall (M)** promptly examine all documents comprising this RFP and shall report any errors, and seek clarification of apparent errors, ambiguities or other problems.

A.7.6 It is the Bidder's responsibility to avail themselves of all the necessary information to prepare a compliant tender in response to this RFP. The Contracting Authority may but is under no obligation to seek clarification of a bid submission from a Bidder.

A.8 JOINT VENTURES

A.8.1 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.8.2 If the response to this RFP 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.8.3 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.9 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 RFP or the Scope of Services, Section C, explicitly states otherwise.

A.10 COSTS RELATED TO SOLICITATION PROCESS

A.10.1 All costs and expenses incurred by a Proponent related to 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.10.2** 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.10.3** Contract award is contingent in NGC having the required budget to proceed with the described work in the designated fiscal year.

A.11 **CONFIDENTIALITY/SECURITY**

- A.11.1** This document, or any portion thereof, may not be used for any purpose other than the submission of an offer.
- A.11.2** 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.11.3** The individuals, or companies, participating in this RFP 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 RFP. Participants in this process should clearly indicate **“Confidential”** on items within their submission considered to be company confidential or proprietary information.
- A.11.4** 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.11.5** 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 C. 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.11.6** 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, via courier, for secure disposal, at the following address:

National Gallery of Canada
380 Sussex Drive
Ottawa, Ontario
K1N 9N4
Attn: Procurement Office (For Secure Disposal)

A.12 QUALIFICATION LISTING PROGRAM

The Canadian General Standards Board (CGSB) has developed a Qualification Listing Program (QLP) to enable Public Works and Government Services and other organizations to identify reliable security guard companies for contracting of security guard services. The Program in place consists of two (2) phases. Phase 1 concentrates on suppliers of training of both guards and supervisors. For phase 1, the supplier could be the security guard company or a third party in which case, the third party would be required to be qualified for phase 1 of the Program. Phase 2 pertains to the supplier's quality system and its compliance with selected elements of ISO 9002: 1994 Quality Systems - Model for quality assurance in production, installation and servicing. Companies who are ISO 9002 Certified for Services would qualify for Phase 2 of the Program; however, it is still necessary to apply to CGSB. Bidders submitting a proposal for this requirement must be qualified for Phases 1 and 2 by the closing date of this RFP.

A.13 ONTARIO LABOUR LEGISLATION

- (1) In accordance with the requirements of new subsection 13.1(10) of the Employment Standards Act (ESA), the following information concerning each employee of the previous employer providing services at the premises is available from the Contracting Authority, Kathy Broom (kbroom@gallery.ca).
 - (a) job classification or job description for each employee;
 - (b) the wage rate actually paid to the employee;
 - (c) a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
 - (d) the number of hours that the employee works in a regular non-overtime work week, or if hours vary from week to week, the number of the employee's non-overtime hours for each week that he/she worked during the 13 weeks preceding the date of the request for information;
 - (e) the date of which the employer hired the employee;
 - (f) any period of employment attributed to the employer under subsection 13.1(3) or (5) of the Act;
 - (g) the number of weeks that the employee worked at the premises during the 26 weeks preceding the date on which the request was made for the information (the 26 week period shall be extended by any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on a leave under Part XI of the Act);
 - (h) a statement indicating whether the employee;



- 1) is actively employed providing services at the premises but whose job duties were not primarily performed at the premises during the 13 weeks immediately preceding the date on which the request was made for the information; or
 - 2) is employed, but not actively employed, in providing services at the premises but whose job duties were not primarily performed at the premises during his or her most recent 13 weeks of active employment.
- (2) The name, address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful bidder after issuance of the contract.
 - (3) In addition to the above information, a copy of the collective agreement, union certificate, or pending union applications regarding the employees at the premises is also available, if applicable.
 - (4) Bidders shall use the information referred to in subparagraph 1.(a) to 1(h) (and paragraph 3 if applicable) above only for the purposes of preparing their bids and complying with the Act, and shall not disclose such information except as may be authorized by the Minister, in writing.
 - (5) The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and the Minister is unable to warrant its accuracy or completeness.
 - (6) The National Gallery of Canada does not warrant the accuracy or completeness of any information concerning the employees of the previous employer providing services at the premises, nor shall it be responsible for any damage or loss, which may result from use of or reliance upon any of this information.

A.14 **NEGOTIATIONS**

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

A.15 **EVALUATION OF BIDS**

A.15.1 Bids that do not comply to, and meet all the **mandatory (M)** requirements as per Section A.6.1 will not be evaluated.

A.15.2 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.15.3 The NGC reserves the right to:

- a) Select the evaluation 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.15.4 The criteria specified in this RFP, as possibly amended by Solicitation Amendments are the sole criteria, which will be used in the evaluation of the proposals.

A.16 RFP/OFFER

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

A.17 NOTIFICATION OF CONTRACT AWARD AND DEBRIEFING

A.17.1 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.17.2 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) EVALUATION DOCUMENTS

The exterior of the envelope must be fully identified with bidder information and include the words "Evaluation Documents".

Envelope #1 is to include the following:

Completed Section D – Evaluation and Selection Criteria

Completed Section G – Forms

Bidders should submit in hard copies **one (1) original** document (bearing original signature where/if applicable), plus **three (3) additional photocopies** and **one (1) USB (or CD) containing a copy**.

B.1.2 ENVELOPE #2, SEALED, WITH ALL PRICING RELATED MANDATORY (M) DOCUMENTS

The exterior of the envelope must be fully identified with bidder information and include the words "Pricing Offer".

Envelope #2 is to include the following:

Completed Section F – Pricing Offer

Bidders should submit in hard copy **one (1) original** document (bearing original signature where/if applicable).

Important: Do not place a copy of the Pricing Offer on the USB – submit the original on paper only.



B.2 LOCATION, DATE AND TIME FOR SUBMISSION OF TENDERS

B.2.1 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

B.2.2 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.

B.2.3 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: January 7, 2015
Time: 2:00 pm EST

B.2.4 Faxes or electronic transmission of proposals **will not (M)** be accepted.

B.2.5 Timely receipt and correct direction of the bids **shall (M)** be the sole responsibility of the Proponent.

B.2.6 Tenders **must (M)** be complete at bid solicitation closing date and time.

B.2.7 The National Gallery of Canada **will return**, unopened, bids received after the stipulated Bid solicitation closing date and time.

B.2.8 There will not be a public opening of bids. Each firm that submitted a bid will be notified by letter of the results.



B.3 TENDER FORMS

The Tender shall (M):

- B.3.1** Be submitted on the Tender forms provided in the RFP document, found on the Buy and Sell website, 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 RFP document, obtained from the Buy and Sell website. The addition of space to provide the required information is not considered a change of form in itself as long as the information requested categories are identical; this applies to all forms requested and included in this RFP.
- B.3.2** Be based on the full RFP document including Specifications document posted on the Buy and Sell website and any Addenda issued by NGC in relation to this RFP.
- B.3.3** Be correctly completed in all respects,
- B.3.4** Be signed in accordance with the signing procedures set out herein; the signature of the signatory shall be an original;
- B.3.5** 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.3.6** 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). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.

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.8 **ACCEPTANCE OF THE BID**

- B.8.1** The NGC may accept any Bid, 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 bids 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 services provided by the Proponent;
 - B.8.3.2** The Proponent's capacity to respect timelines; and
 - B.8.3.3** The Proponent's overall management 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 Bid, 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 Bid 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 Tender, or the portion of the services that 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 Bidder, any of its employees or any subcontractor included as part of its Bid; 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 bid 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 ten (10) days within which to make representations, prior to making a final decision on the Tender rejection.

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 REQUIREMENT

- (1) The Contractor must be prepared to supply a high quality service to the NGC, which must include permanent employees (principal employment only). The provision of a licensed security guard force and related services are to be carried out, but are not limited to the following locations:
 - (a) National Gallery of Canada, 380 Sussex Drive, Ottawa, Ontario,
 - (b) Off-site storage facilities in Ottawa, Ontario.
- (2) The contractor **shall (M)** be registered and hold a valid license as a business entity and employer, under clause 5 (a) of the Private Security and Investigative Services Act of Ontario (2005), providing security guard services in this province.
- (3) **Retention of Existing Contract Employees:** In the event of a change in the service provider, the new service provider **must (M)** make an active offer of employment to all security guards currently assigned at the National Gallery of Canada. These individual offers **shall (M)** be made before February 13, 2015. In the event a short-fall exists, the new service provider can increase their personnel to match the NGC requirement by transferring qualified security guards from other existing contracts or hire new qualified personnel.
- (4) Services are to be provided on an “as and when requested” basis, and in accordance with the terms of the RFP, including but not necessarily limited to the Scope of Services.

C.2 GENERAL STRUCTURE OF NGC

Information in this and succeeding paragraphs is general in nature and is intended to provide an overview of requirements, organizational structure of the NGC, levels and quality of service required, security training and employment standards, cyclical schedule of activities, management and supervisory requirements, quality control programs, and related information to assist in responding to specific requirements in this RFP.

C.3 SUPERVISION, TRAINING AND QUALITY CONTROL

The NGC requires a motivated, highly effective, responsive and well-trained professional contract security guard service within its building. The contract security guard force has the responsibility of ensuring the safety of building occupants, safeguarding the collection of fine art housed in the museum, carrying out emergency response requirements and offering the public a high standard of visitor experience at all times. Organization, management, supervision, leadership, quality control and continuous training programs will each have a direct impact on the effectiveness of the contract guard service.

C.4 CYCLICAL REQUIREMENTS

Guard requirements at the NGC are cyclical to correspond with the opening hours of the Institution. For example: May to September are months where the institution is open seven days a week;



whereas from October to April in any given year, the institution is open six days a week. There are also additional planned special exhibitions requiring extra security guards, the number of which can usually be forecasted well in advance. Some exhibitions are small and may require only one (1), two (2) or three (3) additional guard posts. In the case of a large exhibition, extra guard requirements may number ten (10) or more. Large exhibits may also generate additional security needs in other areas of the NGC such as cloakroom attendants, parking/traffic control, etc. The Institution may also be the host for commercial, governmental or a private event such as a dinner, theatre production, lectures, etc., each of which requires additional contact security guard services. The Contractor **must (M)** have the capacity to respond to these changing and cyclical requirements.

C.5 ADMINSTRATIVE SPECIFICATIONS

C.5.1 MANAGEMENT REPRESENTATIVE

Thirty (30) days prior to the start date of the Contract, the Contractor **will (M)** submit in writing to the National Gallery of Canada the name of one (1) management representative and one (1) alternate who is authorized to act for the Contractor in every detail at all times. This person will be made available, at no extra cost to the NGC, for meetings at the NGC's office upon four (4) hours' notice during regular NGC office hours and also for regularly scheduled monthly meetings at the call of the NGC.

C.5.2 BACK-UP SUPPORT

The Contractor **will (M)** be responsible for providing properly trained and suitable staff as back-up support for illness, holidays or other absences for all the security positions required by the NGC. When back up support is required, the Contractor shall provide it within two (2) hours or less.

C.5.3 TURNOVER OF SECURITY PERSONNEL

- (1) In order to reduce the need for retraining or re-orienting security Guards, the Contractor **must (M)** assign the same full-time staff to the NGC and restrict the use of those employees exclusively to the NGC contract.
- (2) Excessive security guard turnover has a negative impact on both the Contractor and the National Gallery. A turnover rate of twenty (20%) percent of the "annual" base number is considered acceptable. This number is to be calculated on the basis of the general call-ups, each call up period will be identified separately for the purpose of measuring guard turnover. Security guards hired for the summer period when extra staff is required, and who do not return to work for the Contractor during the winter season for example, will not be included in the calculation of turnover rates. Fines **will (M)** be imposed for turnover rates of twenty-five percent (25%) and above. A continued turnover rate in excess of thirty-five percent (35%) may be cause for termination of the contract. Time period will be calculated on an annual basis by fiscal year (April to March).



- (3) Calculations of the turnover rate are to exclude guards who have left or who have been removed from the NGC work site for the following reasons:
- (a) Reduction in the guard requirement,
 - (b) Promotion within the Security Guard Contractor's company,
 - (c) Maternity leave and/or long term disability.

- (4) Turnover Fines:
Based on an acceptable annual turnover rate of 20%, the following fines will apply where the annual turnover rate is calculated as greater than 25%:

<u>Imposed Fines</u>	<u>Total turnover rate</u>
0.5% of total hours billed for the 12-month period concerned	25-30%
0.75% of total hours billed for the 12-month period concerned	31-35%
1.0% of total hours billed for the 12-month period concerned	Over 35%

C.5.4 INSPECTION AND ENFORCEMENT

- (1) The National Gallery reserves the right to periodically conduct on-the-job inspections to determine the overall quality of the Contractor's performance, the job knowledge of individual security personnel, and the effectiveness of training and to determine the conduct and appearance of the security personnel.
- (2) The National Gallery also reserves the right to periodically conduct tests of the response provided by the contract personnel to simulations of emergency situations, e.g. bomb threat, fire alarm, emergency evacuation, etc.
- (3) In order for the Contractor to be held accountable for all aspects of services provided, the following inspections, tests and enforcement measures will be carried out periodically by the NGC:
- (a) Work performance inspection at work site,
 - (b) Appearance and department inspection at work site,
 - (c) Measurement of guard qualifications, training, turnover rates, shortfalls, etc.
 - (d) Testing of guards and supervisors response to emergency situations, through drills and simulations.
- (4) During these inspections, guard personnel may be required to identify themselves by:
- (a) name,
 - (b) rank,
 - (c) guard license number.
- (5) In addition, guard personnel may be contacted by the NGC to ensure their attendance and knowledge of duties.



- (6) Guard personnel will answer pertinent questions based on Post or General Orders or other formal NGC orders and their training experience.
- (7) The National Gallery will immediately alert the Contractor of any critical deficiencies found by NGC inspectors as a result of the above noted inspections or tests and the Contractor **will (M)** take immediate remedial action to correct these deficiencies. Failure to do so may be considered grounds for default.
- (8) Regular meetings with representatives of the Contractor and the National Gallery **will (M)** be held, as required, to discuss the Contractor's performance and proposed remedial action to correct deficiencies.
- (9) Daily meetings between Site Manager and National Gallery may be scheduled.

C.5.5 SUPERVISION AND QUALITY CONTROL

- (1) Supervision and quality control of the contact security guard force is the responsibility of the Contractor. The NGC represents a large institution within which security guards must be relied upon to conduct their duties courteously and effectively. The demands placed upon the individual guard, particularly those in exhibition areas are rigorous as they **must (M)** stand and move about within a prescribed post for long periods, be alert and maintain a watchful eye over the visiting public and maintaining a proper appearance and a professional demeanor at all times. Strong, constant and effective supervision and monitoring is essential, paralleled by leadership, training, and an understanding of the vital role the individual guard plays in safeguarding both irreplaceable works of art and the reputation of the institution. Good supervision is the key to the effective delivery of guard services and supervisors are not to be overburdened with administrative responsibilities or tasks, which distract them from their primary function.
- (2) The Contractor **shall (M)** provide effective supervision on site. The Contractor **will (M)** develop and implement a Quality Control Program (QCP) to monitor the overall guard contract. The QCP is to include measurable and identifiable inputs and outputs. Inputs will include specific details such as inspections conducted by on-site and off-site resources. The nature of those inspections, how they are conducted, their frequency and performance measurement tools will also be included. The outputs will include reporting procedures, format, analytical approaches and remedial measures. Reporting mechanisms will assist both the NGC and the contractor to assess continually the overall performance and effectiveness of the guard force and the supervisory role.

C.5.6 ORDERING GUARD REQUIREMENT

C.5.6.1 Guard Documentation

- (1) The Contractor shall (M) submit employee documentation to the National Gallery prior to the implementation date of the contract (April 1, 2015) in accordance with the following schedule:



- (a) twenty-one (21) days prior (March 10, 2015) for at least fifty (50%) percent of employees,
 - (b) fourteen (14) days prior (March 17, 2015) for at least ninety (90%) percent of employees, and
 - (c) seven (7) days prior (March 24, 2015) for at least one-hundred (100%) percent of employees.
- (2) During the contract's duration, employee documentation for all new personnel shall be submitted to the National Gallery's representative on the following schedule
- (a) five (5) days prior to work commencement for all regular ongoing work assignments,
 - (b) one day prior to work commencement for all guards scheduled to work two weeks or less,
 - (c) "Upon agreement" for guards called in for urgent or special term emergency assignments.
- (3) Guard documentation required under article 6.1(1) and (2) herein shall be in accordance with {Section C.12; Reporting Forms, article 1.0}.
- (4) Guard personnel for whom documentation has not been submitted, will not be accepted for assignment.

C.5.6.2 Ordering Guard Requirement

- (1) The National Gallery will advise the Contractor of the detailed requirements at least sixty (60) days before the initial contract start date or when the contract is awarded if it is less.
- (2) All call-ups and subsequent changes will be processed through the National Gallery.

C.5.6.3 Change of Requirements

- (1) Within prescribed notice times shown in article 6.4 herein, the National Gallery reserves the right to:
 - (a) increase or decrease the number of hours or timing of requirements,
 - (b) alter the guard category at any location,
 - (c) add services at new locations, and
 - (d) change post orders and/or job descriptions.

C.5.6.4 Change Notice Time

The overall need of contract guard services required by the Contact Authority is subject to change during the time of this contract. These changes are seasonal in nature or could represent long term changes in service requirements.



C.5.6.4.1 Definitions

Long term: fifteen (15) days and above.

Short term: less than fifteen (15) days.

Large scale: ten percent (10%) or more of the weekly hours of service.

Small scale: less than ten percent (10%) of the weekly hours of service.

C.5.6.4.2 Increases/Decreases

- (a) The National Gallery shall endeavor to give the Contractor at least two weeks advance notice of any call up changes in hours of service on a long term basis. For short term changes, the National Gallery shall provide as much notice as possible, with the understanding that notice received less than twelve (12) hours prior to the start of a shift shall be charged at the overtime rate.
- (b) The National Gallery agrees that any increase in the regularly scheduled guard call-up will not exceed twenty-five percent (25%) of the agreed Base Force Number without a signed agreement between the National Gallery and the Contractor, in the form of a letter of notice signed by the National Gallery and endorsed by the Contractor.
- (c) Overtime billing rates, when authorized by the National Gallery, will be paid when the notice time for any increase in service is less than indicated above and is not an extension of the guard's shift and will be paid only for the hours actually worked. The Contractor **shall (M)** however, make best effort to minimize the overtime hours required.
- (d) Regular billing rates will be paid by the National Gallery when the notice time for any decrease in service is less than that indicated above. The number of days billable shall not exceed the difference in the notice time indicated above and the notice time actually given.
- (e) **Special Coverage** – The National Gallery reserves the right to seek special security coverage elsewhere for any short-term or long-term needs.

C.5.7 ROLL CALL INSPECTIONS AND BRIEFINGS

- (1) Contract security guards at the NGC **shall (M)** attend a morning roll call and will have fifteen (15) minutes paid time allotted for daily inspection, morning briefing and deployment prior to opening to the public. The same is true at closing when fifteen (15) minutes paid time will be allotted for the Museum's Exhibition and Public spaces closing security sweep procedures.
- (2) The National Gallery may schedule briefings or tests during this period and reserves the right to have its representative accompany Contractor's on-site supervisors on the roll call inspection and briefings of all security personnel as well as their inspection of public museum guards at their posts.
- (3) The National Gallery may also schedule guest speakers to address the guards on educational programs and activities within the NGC.



C.5.8 SCHEDULING AND ASSIGNING WORK

Within the guard requirements defined by the National Gallery, it **shall (M)** be the sole responsibility of the Contractor to schedule workdays and work hours for their employee guards and to assign them to work sites (buildings) and specific posts on a daily bases.

C.5.9 MEALS AND REST PERIODS

- (1) The Contractor is responsible for ensuring that the proper number of relief guards is present on the worksite to perform relief duties. Relief guards **must (M)** be of the same rank or a higher rank than that of the post(s) they are assigned to relieve. When preparing and submitting guard services call-ups, the National Gallery will list the relief guard requirements (typically based on a 1:4 ratio), it is the responsibility of the Contractor to plan for and administer relief guards and their schedules. Relief periods are to be as evenly spaced as possible to prevent guard fatigue.
- (2) The Contractor may request additional rest periods in consultation with the National Gallery. The description of "Public" and "Physical" security tasks is contained in Section C.11; Security Guard Requirements, Shift Schedule and Duties.
- (3) The National Gallery agrees to pay for each guard's time spent for meals and rest periods, as continuous service. All guards (including relief guards) will remain on the NGC site during these periods in the event they are required to assist in an emergency.
- (4) Due to nature of the duties and responsibilities of Supervisors, the Contractor will not need to schedule relief guards for them.

C.5.10 CONSISTENCY OF ASSIGNMENTS

The Contractor **shall (M)** make every effort to assign the same full-time guards to this contract in order to maintain a work force that is dedicated and familiar with the work place and its particular requirements.

C.5.11 TIME ON DUTY

Unless specifically authorized by the National Gallery in writing, security personnel **shall (M)** not work more than sixteen (16) consecutive hours and **shall (M)** have a minimum of eight (8) hours of rest between shifts.

C.5.12 BASE NUMBER

- (1) The Base Number is the number of guards declared by the Contractor and agreed to by the National Gallery as the work force necessary to meet the National Gallery's regular call-up and is calculated on an annual basis.



- (2) The Contractor **shall (M)** confirm the Base Number prior to **24 March 2015**, including individual guard detail on a nominal roll – Section C.12; Reporting Forms, article 1(4), seven (7) days prior to the start date of the Contract and on a monthly basis by means agreed to by the National Gallery and the Contractor.

C.5.13 RESPONSE TIME

- (1) The Contract Manager (or management representative) **must (M)** be available to the National Gallery at all times for the solution of security problems and for the efficient functioning and supervision of security personnel.
- (2) National Gallery **must (M)** be able to contact the Contractor's Mobile Patrol Officer, 24 hours per day, 365 days a year.
- (3) The Mobile Patrol Officer **must (M)** be available on the worksite within one (1) hour when requested by the National Gallery and within ½ hour or less in an emergency.
- (4) The Contractor's local (off-site) management representative **must (M)** be available for meetings with the National Gallery upon four (4) hour notice during regular business hours.

C.5.16 SAFE RETURN HOME GUIDELINES (Public Transit)

The Contractor **will (M)** make available the means for officers to safely return home when public transportation is no longer available after special events. In the event of a short-term or long-term absence of public transit, the contractor will arrange effective transportation, to and from the work site, for its entire staff. This can be done through a ride program or taxi chits provided by the Contractor.

C.5.17 NGC STANDARDS

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.

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.

Fragrance-Free Environment

The National Gallery of Canada strives to ensure the comfort and safety of our employees and visitors by encouraging an environment free from smoke, fragrances, or unpleasant smells. These odours are distracting and may trigger allergic reactions or create health problems for sensitive



individuals. This policy is meant to cover noticeable odors from any source, including foods, personal items, perfumes, and grooming.

C.6 SECURITY PERSONNEL SELECTION STANDARDS

C.6.1 GENERAL

- (1) The Contractor agrees to carry out a standardized and structured interview for each candidate with respect to the selection process including the determination of personal suitability, and to conduct a background investigation to confirm the integrity, personal habits, claimed work experience, training and qualifications of the candidate.
- (2) The Contractor **shall (M)** design selection standards consistent with the specifications hereunder. The National Gallery reserves the right to refuse Contractor security personnel for work assignments when they do not meet the mandatory selection specifications.
- (3) The Contractor **will (M)** certify to the National Gallery in writing that all selection standards have been met in the case of each accepted security guard prior to their work assignment.
- (4) All security personnel **shall (M)** have received formal education, which will permit them to be able to read and comprehend Post and Standing Orders or other formal NGC orders and to write legible reports and entries.
- (5) The Contractor **will (M)** be responsible for ensuring the appearance of all security personnel assigned to the Contract is such as to reflect credit on the NGC and the Contractor.

C.6.2 AFFIRMATIVE ACTION AND DISCRIMINATION PRACTICES

- (1) In the selection of security personnel, the Contractor **shall (M)** make a determined effort to ensure that women and visible minority groups be considered and receive a share of assignment opportunities consistent with the selection criteria.
- (2) It is the Contractor's responsibility to ensure that hiring practices do not constitute discriminating practice, i.e., by sex, age, language, religion and health, bearing in mind the specification and capacities identified in the Contract.

C.6.3 BILINGUAL CAPABILITY

- (1) All security guards **must (M)** be able to communicate effectively in both official languages of Canada, and must be trained to make an "active offer" of assistance, response or greeting in both official languages. Current Unilingual (English or French) employees of the present contractor who are currently employed at the NGC are grandfathered and exempt from the bilingual requirement. All new employees must meet the bilingual requirements.



- (2) Due to the variety of visitors to the NGC, the Contractor is encouraged to hire employees with skills in other languages in addition to both official languages and should declare the employee's capabilities to the National Gallery so that they may be called upon if needed.
- (3) Prior to assignment, the Contractor **will (M)** ensure that all security personnel assigned to the NGC have been tested in both official languages, and shall provide written proof of their language abilities to the National Gallery. The Contractor will record the results of such tests and will post them on the Monthly Nominal Roll. This level must meet the requirements of the National Gallery. The National Gallery reserves the right to have the security personnel re-tested to their satisfaction; if conditions are not met they will be refused work at the NGC site.

C.6.4 SECURITY TRAINING

- (1) The detailed requirements outlined in the following documents **must (M)** be met by all security personnel prior to their assignment to the contract, including the requirements indicated herein:
 - (a) Canadian General Standards Board, *Security Guards and Security Guard Supervisors*, CAN/CGSB-133.1-99, Appendix "A", in a 5-day, 40-hour course;
 - (b) Professional Certification in the Security Industry by a reputable institution at a suitable level approved by the National Gallery (IFPO or similar) or an in-house training program developed by the Contractor and approved by the National Gallery.

C.6.5 FIRST-AID TRAINING

All security personnel **must (M)** be qualified by the Canadian Red Cross. The regular guard staff must have Level C – CPR + Oxygen and AED training. Patrollers and Supervisors must complete First Responder training. The Contractor **must (M)** maintain current certification of its personnel assigned to the Contract. This is to be reflected in the Monthly Nominal Roll.

C.6.6 GUARD ORIENTATION PROGRAM AND ON-THE-JOB TRAINING

- (1) The Contractor, in conjunction with the National Gallery, **shall (M)** ensure the satisfactory completion of all Training by all security personnel prior to assignment or reassignment at the NGC. Training includes Guard Orientation, the NGC's "S.A.F.E. Program", and on-the-job training.
- (2) The National Gallery **shall (M)** be responsible for salary related expenses for the delivery of the Orientation and the S.A.F.E Program. On the Job Training salary **will (M)** be the responsibility of the Contractor in order to ensure new staff are adequately trained.
- (3) The Contractor **will (M)** be responsible for delivering the Orientation (NGC S.A.F.E. Program) and the On-The-Job training of new guards:



- (a) The Orientation (eight (8) hours) will consist of detailed visits of Public Spaces, the NGC Spaces and Restricted Areas and attending roll call
- (b) On- The-Job Training will be given by a Supervisor or an experienced willing guard: Four (4) hours On-The-Job training for all SG posts; Sixteen (16) hours On-The-Job training for all AC posts; Twenty four (24) hours On-The-Job training for all SUP posts.
- (c) The Contractor will be responsible for developing checklists for the site visits and the on the job training to assure consistency and complete training of new guards. Check lists to be followed and filled out by Training Guard. Once the orientation and the training are completed, trainee must sign form as proof that he/she has received the training and fully know and understand. A record of training completion is to be kept on the Nominal Roll.

C.6.7 DOUBLE BANKING

Prior to taking over a post on their own, security personnel **must (M)** have received the On-The-Job Training as per article 7.3 (b) herein. He/she must demonstrate their effectiveness in operating all assigned equipment and to deal effectively with the public. The Contractor will, when assigning new personnel to the Contract, arrange at their own expense to have new personnel “double bank” with a qualified person for the minimum hours established in article 7.3 (b) herein.

C.6.8 TESTING / EVALUATION OF SECURITY PERSONNEL

- (1) There will be timely reviews and evaluations of officers at the NGC in order to appraise their work and development.
- (2) The Contractor or its representative will test security personnel to be assigned to the NGC for professional accreditation by a reputable institution at a suitable level approved by the National Gallery.
- (3) The Contractor will test individual officers on the level of knowledge of instructions, work assignments, responsibilities and Post Orders.

C.7 UNIFORM SPECIFICATIONS

C.7.1 GENERAL

All of the items of the prescribed uniform **shall (M)** be provided by the Contractor and shall meet the following criteria:



7.1.1 Standard Uniform

All contractors **shall (M)** be in uniform regardless of position. The Contractor shall supply high quality; easy care (wrinkle free) uniforms fabrics to the guards in an effort to have a clean, well maintained look among the force. The Contacting Authority is open to suggestions and will have the final approval of the uniform.

- (1) The prescribed uniform shall consist of:
 - (a) White uniform dress shirt with short or long sleeves;
 - (b) Black dress trousers;
 - (c) Matching black “clip-on” tie;
 - (d) Black fine-knit formal sweater, V-neck vest or V-neck full length sleeve;
 - (e) One (1) inch wide black leather belt;
 - (f) Footwear: black leather dress shoe, scuff-resistant, no visible logos, black laces and soft sole;
 - (g) Black socks;
 - (h) Cold or foul weather wear consisting of parka, hat, gloves and overshoes or high visibility rain gear are required for guards carrying out exterior physical patrols, traffic circle duties or parking garage patrols;
 - (i) Summer wear for guards working in the traffic circle, parking garage and at selected posts will consists of an easy maintenance, highly visible in colour, short sleeve “golf” shirt;
 - (j) All guards must wear a NGC provided nametag and must have markings distinguishable by rank.
 - (k) Contract Manager may be permitted to wear alternate uniform adding a black blazer to the above, subject to approval by the National Gallery.
- (2) All uniforms shall be identical in design and color according to descriptions.
- (3) Uniform quality and design including shoes must be approved by the National Gallery prior to the start date of this contract.
- (4) All uniforms must be maintained, clean, neat, and must fit properly at all times. Worn, frayed, damaged or patched uniforms will not be accepted and must be replaced by the contractor. Shoes must be clean and polished and must have non-scruff low noise heel. Security personnel are subject to inspection at roll call and at the discretion of the National Gallery.

7.1.2 Maternity Wear

The Contractor shall make every effort to supply pregnant guards with maternity wear that will conform to the colors of the standard uniform mentioned above.

C.7.2 MINIMUM SCALE OF ISSUE OF PRESCRIBED UNIFORMS

- (1) The Contractor **shall (M)** issue uniforms at commencement of employment on this contract in new condition to all guard personnel as follows:
 - Two (2) sweaters, short or long sleeve or a combination of both;



- Two (2) trousers;
- Four (4) shirts;
- Four (4) "Golf" shirts (where warranted);
- Two (2) ties;
- One (1) pair of black shoes;
- One (1) belt; and
- Uniform wet and foul weather wear or rain gear, where warranted.

(2) Uniforms are subject to inspection and replacement uniforms will be issued as needed and as required.

C.7.3 INSIGNIA

All insignia **must (M)** be bilingual and approved by the National Gallery and adhere to the Private Security and Investigative Services Act (2005), of the province of Ontario.

C.8 MATERIEL SPECIFICATIONS

C.8.1 MATERIAL

8.1.1 Furnished by the National Gallery:

- (1) As indicated below the NGC shall provide the following materials:
- (a) Contract Manager's office and associated furnishings;
 - (b) Supervisors' workstations and associated furnishings;
 - (c) Telephone (landline) necessary for the conduct of official business;
 - (d) Facilities for security personnel personal belongings, men and women's change room and "lunchroom";
 - (e) Portable two way radio units, surveillance kits (single or dual way), batteries, battery conditioner and chargers;
 - (f) Workstations at all access post and supervisor level desks (Including internal NGC E-mail accounts, Report software and Office Suite); and
 - (g) Facilities for duplicating documentation associated with the contract.
- (2) It is understood and agreed that the Contractor shall be responsible for repair and/or replacement of any equipment in the event of loss or neglectful damage. The cost of normal maintenance, required as a result of ordinary wear and tear, will be borne by the National Gallery.
- (3) Keys under a guard's responsibility must (M) never be handed over to people who are not authorized by the NGC. Keys must (M) always be handed over to the supervisor or stored according to instructions. If one or several keys are lost or damaged, the guard must (M) immediately notify his/her supervisor to ensure that corrective measures are taken. The costs for replacing locks and for manpower will (M) be borne by the Contractor.



- (4) Keys provided to the Contractor shall (M) not be removed from the premises. In the event that keys are lost or duplicated through the fault or negligence of the Contractor, the Contractor shall (M) indemnify the NGC against the cost of re-keying all locks, doors, and gates affected.

8.1.2 Furnished by the Contractor:

- (1) As indicated below the Contractor **shall (M)** provide the following materials, which shall be new and in good working order and subject to inspection by the NGC:
- (a) Personnel Protection Equipment (PPE) (mask, ear protectors, hardhats, safety glasses, high visibility safety vests, and CSA approved safety shoes (when required));
 - (b) Professional grade flashlights and batteries,
 - (c) High quality peripherals used specifically for and to be used with supplied portable two-way radio units (ear hoops, personal ear pieces and ear tips), and
 - (d) General office and security guard supplies.

C.8.2 PROPERTY ACCOUNTABILITY

All property furnished by the National Gallery under this Contract shall remain the property of the NGC. Upon termination of the Contract, the Contractor shall render an accounting of all such property, which came into his possession under this Contract and return same to the National Gallery. The Contractor will reimburse the NGC for any lost, damaged or missing items because of actions by its employees.

C.8.3 TELEPHONES - LONG DISTANCE CHARGES

The Contractor will pay for any unauthorized long-distance telephone charges that its employees incur while using NGC telephones or related communication equipment.

C.8.4 USE OF NGC PROPERTY

NGC Property **shall (M)** only be used for official business in the performance of this contract.

C.9 EXPERIENCE AND TRAINING – STANDARDS FOR SECURITY PERSONNEL

All security personnel standards listed in Section C.9 are **Mandatory (M)**

C.9.1 BASIC PRE-ASSIGNMENT STANDARDS FOR SECURITY PERSONNEL

(1) Management Representative

- (a) Contractor shall submit the name of one (1) management representative and one (1) alternate, both of which are authorized to act for the Contractor.
- (b) These individuals shall be made available, at no extra cost to the NGC, for regularly scheduled meetings during regular office hours.
- (c) In the event of an emergency, the Contractor shall provide to the NGC with contact



information to the local office or a representative in order to provide additional services or to respond to emergencies 24/7, 365 days a year.

- (d) Government of Canada Security Clearance at the Secret (Level II) Level & Credit checks must be carried out prior to assignment.

(2) Contract Manager (Category: MGR – Non-Unionized):

- (a) Government of Canada Security Clearance at the Secret (Level II) Level & Credit checks must be carried out prior to assignment. The Contractor shall certify in the guard documentation, submitted for this position, that the credit check has been carried out on the proposed candidate and that this individual is not considered a risk to the NGC;
- (b) Current Province of Ontario security guard license and valid Drivers` License;
- (c) Successful completion of language testing, candidates must be fluently bilingual in both official languages to the satisfaction of the Contract Authority;
- (d) Successful completion of a post-secondary education program, either at a Community College or University level, preferably with a specialty in Security Management or Professional Certification as a Security Supervisor by a reputable institution at a suitable level approved by the National Gallery;
- (e) Five years of middle management experience with responsibility for at least fifty (50) employees including the supervision of subordinate supervisors;
- (f) Experienced at scheduling, quality control, supervisory programs and problem resolution and have in-depth computer knowledge of common office suite programs;
- (g) Demonstrated capability to train, coach, monitor and develop remedial measures for shortcomings or inconsistencies;
- (h) (Successful completion of Guard Orientation Program and On-the-job Training, as specified in {Section C.6.6 of C.6: Security Personnel Selection Standards};
- (i) Successful completion of the Certified First Responders (45 hours, First Aid Course);
- (j) Successful completion of an employee Tracking and Scheduling Program. Training in pay administration and finance;
- (k) The Contractor`s representative is responsible for all Health and Safety related matters and will be required to attend the monthly National Gallery Health and Safety meetings; and



(l) WHMIS Training and NGC Fire Extinguisher Training.

(3) Supervisors – Physical and Public (Category – SUP - Non-Unionized):

- (a) Government of Canada Enhanced Reliability background check & credit checks must be carried out prior to assignment. The Contractor shall certify in the guard documentation, submitted for this position, that the credit check has been carried out on the proposed candidate and that this individual is not considered a risk to the NGC;
- (b) Current Province of Ontario security guard license & valid Drivers` License;
- (c) Successful completion of the Canadian General Standards Board, Security Guards and Security Guard Supervisors (BSO) CAN-CGSB-133.1-99, and scoring a minimum of eighty (80%) percent (40 hours);
- (d) Three (3) or more years of security experience;
- (e) Successful completion of language testing, candidates must be fluently bilingual in both official languages to the National Gallery's satisfaction;
- (f) Professional Certification in the Security Industry by a reputable institution at a suitable level approved by the National Gallery;
- (g) Successful completion of the Certified First Responders (45 hours, First Aid Course);
- (h) Successful completion of Guard Orientation Program and On-the-job Training, as specified in { Section C.6.6 of C.6: Security Personnel Selection Standards};
- (i) One year of paid security supervisory experience (subject to waiver) or the successful completion of a recognized Community College program in Law Enforcement or Protective Security;
- (j) Must be dependable and have excellent supervisory and leadership skills and have in-depth computer knowledge of common office suite programs ;
- (k) Successful completion of an employee Tracking and Scheduling Program. Training in pay administration and finance; and
- (l) WHMIS Training and NGC Fire Extinguisher Training.



(4) Access Posts & Patrol Guards (Category AP):

- (a) Government of Canada Enhanced Reliability background check & credit checks must be carried out prior to assignment. The Contractor shall certify in the guard documentation, submitted for this position, that the credit check has been carried out on the proposed candidate and that this individual is not considered a risk to the NGC;
- (b) Current Province of Ontario security guard license;
- (c) Successful completion of language testing, candidates must have efficient control of both official languages to the National Gallery's satisfaction;
- (d) Successful completion of the Canadian General Standards Board, Security Guards and Security Guard Supervisors (BSO), CAN-CGSB-133.1-99, and scoring a minimum of eighty (80%) percent (40 hours);
- (e) Professional Certification in the Security Industry by a reputable institution at a suitable level approved by the National Gallery;
- (f) Access post - Successful completion of the Certified Standard First Aid (16 hours, First Aid Course) – Patrol Officers must successfully complete the Certified First Responders (45 hours, First Aid Course);
- (g) Must be dependable and demonstrate excellent interpersonal skills;
- (h) Must demonstrate the ability to deal with money, make change, and operate a cash register; and
- (i) WHMIS Training and NGC Fire Extinguisher.

(5) Escorts, Public Posts, Special Duties (Category SG)

- (a) Government of Canada Enhanced Reliability background checks must be carried out prior to assignment;
- (b) Current Province of Ontario security guard license;
- (c) Successful completion of language testing, candidates must have basic control of both official languages to the National Gallery's satisfaction;
- (d) Successful completion of the Canadian General Standards Board, Security Guards and Security Guard Supervisors (BSO), CAN-CGSB-133.1-99, and scoring a minimum of eighty (80%) percent (40 hours);



- (e) Successful completion of the Advanced *First Aid with AR, CPR, O2 Administration and AED* (24 hours, First Aid Course);
- (f) Successful completion of Guard Orientation Program and On-the-job Training, as specified in {Section C.6.6 of C.6: Security Personnel Selection Standards}; and
- (g) WHMIS Training and NGC Fire Extinguisher Training.

C.9.2 WAIVERS

(1) Waivers:

All waivers **will (M)** be considered on a case-by-case basis and in the best interest of the NGC. Waivers are to be granted in writing by the National Gallery and only in exceptional circumstances.

(2) Exempt from Waivers:

Waivers **will (M)** not be considered for the following:

- (a) First Aid and First Responder training,
- (b) NGC Orientation, except for those who have already completed the training required.
- (c) Testing unless records can be produced to demonstrate the individual has obtained the pass mark required.
- (d) Bilingualism in both official languages (English and French).
- (e) Double Banking (on-the-job training).
- (f) Security Clearances (Secret (Level II)) and/or Reliability Status checks.

C.9.3 ACCEPTABILITY

- (1) The Contractor **will (M)** assign security personnel permanently to the Contract when they have been found acceptable to the National Gallery.
- (2) If any of the security personnel are subsequently considered by the National Gallery to be unsuitable, due to performance or not meeting the specifications of the contract, the Contractor **shall (M)** immediately, on written notification from the National Gallery contact authority or its representative, remove and replace them with security personnel acceptable to the National Gallery.
- (3) The National Gallery reserves the right to determine the suitability for re- assignment within NGC of any security personnel removed from a post.



C.10 CONTRACTOR PERFORMANCE STANDARDS

C.10.1 OVERFILL

Overfills occur when the Contractor supplies too many guards, or guards for longer periods than required, or at a higher level than required. The National Gallery **will (M)** pay only for the services/levels requested.

C.10.2 SHORTFALL

- (1) Shortfalls may occur when the requested guard services are not supplied at a post or worksite or the Contractor supplies guards not qualified for specific posts. The National Gallery **will (M)** pay only for time/levels actually worked. If a scheduled security guard arrives late for work, or leaves early for any reason, it is the responsibility of the Contractor to fill the post. The National Gallery **will (M)** not pay overtime costs if these vacancies can only be filled by the use of overtime. Moreover, the absence of a guard at a post or worksite without a replacement constitutes a shortfall for a portion of a shift and a proportional deduction from the NGC's payment to the Contractor will be made.
- (2) There is also a penalty for shortfalls which, when applied, **shall (M)** be fifty (50) dollars per hour prorated in fifteen (15) minute increments. In the event of shortfalls which represent fifteen (15) percent or more of the daily call-up, the penalty for shortfalls will be doubled to one hundred (100) dollars per hour prorated in fifteen (15) minute increments. This will apply for the entire value of shortfalls for the affected day in which the shortfalls occur. On such days, there will be no penalty free grace period; every fifteen (15) minute increment of shortfalls will be penalized.
- (3) The National Gallery reserves the right to use NGC Protection Services employees to replace the guards the Contractor does not supply and to deduct from its payment to the Contractor any difference in billing rates for contract guards and the hourly wages paid to NGC Employees. In this case and in accordance with the NGC's employees' collective agreement, a minimum of four hours will be deducted and can include overtime costs, shift differential pay, weekend allowance, meal allowance and supervisory differential.

C.10.3 METHOD OF DEDUCTION

- (1) The amounts invoiced on the fifteenth (15) day and last day of each month, along with month end supplements by the Contractor to the National Gallery **will (M)** be reduced to make reimbursement adjustment provisions for surcharges levied.
- (2) The amount deducted from the invoice by the National Gallery for deficiencies shall be supported by a breakdown and the applicable surcharge.



C.11 SECURITY GUARD REQUIREMENTS, SHIFT SCHEDULES AND DUTIES

C.11.1 OPERATING HOURS

- (1) The National Gallery of Canada (NGC) operates on the same cyclical basis. Administrative offices and exhibition spaces are open weekdays but exhibition spaces are also open on weekends (summer months) and some holidays as the museum is open to the public, which requires a continuation of security guard services.
- (2) The NGC is closed for Christmas Day, New Year's Day and Good Friday. During these statutory holidays no regularly scheduled guard services are required except for the patrol officer (CAT - AP).
- (3) The NGC is closed to the public and offices on Christmas Day, New Year's Day and Good Friday, for other regular statutory holidays there will be a reduction in posts described in the Tables herein.
- (4) Regular Statutory holidays, the following posts only **will (M)** be occupied:
 - (a) Access Post - Tour Group;
 - (b) Access Post - Main Entrance;
 - (c) Control Post - Cloakroom Service; and
 - (d) Patrol Officers; (NGC)
 - (e) All Supervisors;
 - (g) All public posts.

C.11.2 SPECIAL EVENTS & ESCORTS

Booking dates for these events and escorts are not yet known, however some forecasts based on historical usage can be made as follows:

The average hours per month by categories are approximately: 1000 hours for Cat SG, 12 hours for Cat AP and 40 hours for Cat SUP.

C.11.3 ART SHIPMENT ESCORTS

There is an ongoing need for the NGC to escort works of art to and from its Ottawa location. As a result there may be a need for periodic stops requiring a professional and licensed security guard to guard the vehicle(s) overnight while travelling across Canada. The Contract Authority will advise the Contactor in advance if such requirements are needed. The Contractor will supply a guard equipped with a cellular telephone and a suitable vehicle. The guard **will (M)** be required to maintain regular phone contact with the NGC Security Operations Centre. This service may be sub-contracted and is subject to approval by the National Gallery. (See Section F.2)



C.11.4 EXTERNAL BUILDING PATROLS

- (1) There is a continuing requirement for building patrols for NGC parameter. These exterior patrols are intended to locate any breaches of security and seek out suspicious activity on NGC property. These patrols **will (M)** include a complete walking tour of the perimeter including all emergency exits, all lower glass areas and inspection of all works of art on exterior display. One (1) patrol is required between the hours of 11pm and 3am during the months of November to April. Two (2) such patrols are required during the months of May to October; the first being between the hours of 11pm and 2am, the second between 2am and 5am. Patrols consist of one (1) mobile patrol officer who is equipped with a cell phone. The NGC Protection Services Security Operations Center (SOC) is to be notified of their presence (arrival and departure) while on the premises. Each patrol **must (M)** be recorded as a report. The billing rate for such patrols is governed by the provisions of {Section F.2; Basis of Payment} and article 8.0 herein.
- (2) There may be a requirement to patrol the NGC storage facilities in the event of an emergency and to respond to alarms as directed by the NGC Protection Services Security Operations Center.



C.11.5 CYCLICAL FORECAST OF GUARD REQUIREMENTS - Table 1

The table below contains a general forecast of opening dates for the NGC and includes an estimate of guard services required for the Public Gallery Posts, Special Exhibitions (SX) ; Physical Posts, Special Events & Escorts and an approximation of the guard hours required. This table may be used as a guide for forecasting the general guard services requirements for the duration of the Contract.

Note: the hours listed includes the hours for the relief guards but does not include the hours for the Contract Manager (40hrs/per week – Monday to Friday).

<i>MONTH</i>	<i>NOTES</i>	<i>PUBLIC (monthly)</i>	<i>SPECIAL EXHIBITS (monthly)</i>	<i>PHYSICAL (monthly)</i>	<i>SPECIAL EVENTS & ESCORTS (monthly)</i>	<i>Monthly TOTAL</i>
OCTOBER	NGC closed to public on Mondays, Museum opening hours are: Tues., Wed. Fri., Sun & Sat., 10h - 17h Thu 10h - 20h	5200	690	3000	1300	10190
NOVEMBER		4600	460	2780	1100	8940
DECEMBER		4530	360	2830	770	8490
JANUARY		4730	620	2860	950	9160
FEBRUARY		4400	580	2650	1100	8730
MARCH		5100	780	2980	1450	10310
APRIL		4700	650	2800	1500	9650
MAY		NGC open to public 7 days a week, Museum opening hours are: Fri - Wed 10h - 17h Thu 10h - 20h	5700	590	3270	1100
JUNE	5500		2500	3130	1030	12160
JULY	5740		3240	3270	650	12900
AUGUST	5700		3080	3230	680	12590
SEPTEMBER	5500		2000	3130	850	11480
<i>TOTALS (year)</i>		61400	15550	35830	12480	125260



C.11.6 CYCLICAL FORECAST OF GUARD REQUIREMENTS BY CATEGORY - Table 1

The table below contains a general forecast of opening dates for the NGC and includes an estimate of security services required for guard Categories over the course of one year. It may be used as a guide for forecasting the general security services requirements for the duration of the Contract.

Note: the hours listed includes the hours for the relief guards but does not include the hours for the Contract Manager (40hrs/per week – Monday to Friday).

<i>MONTH</i>	<i>CAT SG GUARDS</i>	<i>CAT AP ACCESS CONTROL</i>	<i>SUP 2 GALLERIES</i>	<i>SUP 1 PHYSICAL</i>	<i>EXT. PATROL</i>	<i>MONTHLY TOTAL</i>
OCTOBER	7230	2210	270	440	40	10190
NOVEMBER	6150	2070	250	430	40	8940
DECEMBER	5680	2100	240	430	40	8490
JANUARY	6310	2130	250	430	40	9160
FEBRUARY	6060	2000	230	400	40	8730
MARCH	7340	2220	270	440	40	10310
APRIL	6850	2100	250	410	40	9650
MAY	7380	2500	300	440	40	10660
JUNE	9010	2400	280	430	40	12160
JULY	9620	2500	300	440	40	12900
AUGUST	9370	2440	300	440	40	12590
SEPTEMBER	8330	2400	280	430	40	11480
<i>TOTALS (year)</i>	89330	27070	3220	5160	480	125260

C.11.7 SECURITY GUARD DUTIES AND PERFORMANCE STANDARDS

General Orders and specific Post Orders **will (M)** be incorporated in the proposed contract. These Orders (attached) shall be used as a reference document for:

- (a) The types of duties involved; and
- (b) The performance standards required.



C.12 REPORTING FORMS

C.12.1 CONTRACTOR STANDARDIZED FORMS

- (1) Guard Nominal Roll:
 - (a) This form **will (M)** be used to identify work force strength, complete names, Ontario guard license number and expiry date, security clearance level, number and expiry date, hire date, full time or part time status, rank, worksite assignment, any certifications, training (general and post) and language ability, and must be submitted to the National Gallery at the beginning of the contract and updates will be submitted to the Operations Manager weekly prior to Wednesday Operations meeting.
 - (b) The Contractor may choose to make available for the National Gallery's examination and approval, a series of standardized company forms, which could be used in lieu of the nominal roll which could separate or combine functions.
- (2) In addition to instructions contained in Post Orders, all major incidents (i.e., fire, theft, break-ins, visitor contact, significant property damage, etc.) are to be reported in the incident report management system (Itrack reporting software).
- (3) Health and Safety inspection forms.
- (4) Daily Summary Time Sheet

C.12.2 NATIONAL GALLERY FORMS

The National Gallery or its delegated representative will prepare the following report whenever applicable:

- (a) Significant Incident/Performance Variance Report (Itrack reporting software)
This will be used to provide significant incident/performance variances such as:
 - (i) Department;
 - (ii) Training;
 - (iii) Appearance;
 - (iv) Uniforms;
 - (v) Licensing;
 - (vi) Language;
 - (vii) Performance; and/or
 - (viii) Praise.
- (b) Shift Reports (where electronic forms are not practical);
- (c) Public Supervisor Inspection Report;
- (d) Access Logs and Inspection Forms;
- (e) Posting sheets (Gallery and Physical).

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 RFP are within the exclusive judgment of the Evaluation Committee.

The RFP Evaluation Committee has the right to 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 RFP 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:

- D.3.1** Reject any proposal that does not comply with the stated **Mandatory (M)** Requirements to be met by the Bidders.
- D.3.2** Cancel and / or reissue this RFP at any time; the National Gallery of Canada will not assume liability for any response preparation costs whatsoever.
- D.3.3** Request clarification or supporting data for any point in the proposal.
- D.3.4** Negotiate with the Bidders subject to the constraints of the mandatory requirements of this RFP.



D.3.5 The National Gallery of Canada reserves the right to make changes to this RFP, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the RFP closing date. The National Gallery of Canada may do so without incurring any liability whatsoever to any of the Bidders.

D.3.6 All materials submitted by a Bidder in response to any part of this RFP 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 RFP 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 RFP (Section A.6)
- Step Two Point Rated Criteria (50 points)
- Step Three Calling of References (30 points)
- Step Four Evaluation of the Pricing Offer (40 points)

Bidders **must (M)** obtain the minimum number of points, as specified in paragraphs D.4.1 to D.4.3, in order to move forward to the next step. Bidders who have succeeded in passing all four steps will then be ranked according to their total points earned. The Bidder with the highest points earned will become the successful Bidder.

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.6**. Any bid that fails to meet any of the mandatory requirements of the RFP **will be (M)** deemed non-responsive and **will not (M)** be considered further. The RFP 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: Point Rated Criteria
(Maximum 50 points)

(1) **Security Agency Financial Capacity**

The bidder must provide a copy of the Agency's latest audited financial statements. The financial viability of the firm shall be a factor in the evaluation.

(2) **Security Agency Structure and Experience**

Please describe:

- (a) the management, reporting and decision making structure of your firm;
- (b) the extent of your firm's current and past provision of security Guard services,
- (c) your firm's mobile patrol practices and capabilities;
- (d) other management practices of your firm which you feel shall add value to your proposal.

(3) **Training Program**

The bidder must **(M)** provide a description of the type and amount of training provided to employees. The bidder must also confirm annual certifications required in order to validate or maintain certifications (e.g. in the case of CPR/FA/AED training)

(4) **Employees Benefits & Retention Incentive Programs**

The bidder is to list and provide detailed information with regard to reasonable company employee (security guards) benefits that would be provided under any resulting contract other than required by law or by the terms and conditions of this proposed contract.

(5) **Transition Plan**

The bidders shall provide information on the transition plan to be implemented in the event that they are awarded with the contract including provisions to minimize negative impacts on Museums continuous operations. Please refer to Section C.1 (3) for the NGC's requirements in regards to retention of existing contract employees. The bidders also have an opportunity in this section to identify possible difficulties anticipated in meeting the requirements set in the RFP.

(6) **Presentation**

Points will be given to each bid for its physical presentation (professionalism, easy to follow, clear and concise information, etc.) and for its content in terms of information appropriateness and completeness.



(7) **Evaluation Grid**

The following Points Calculation Grid shall be used to evaluate proposals.

Requirements	Maximum
Financial Capabilities	5
Structure and Experience	10
Training Program	10
Benefits/Incentive Programs	5
Transition Plan	10
Presentation	10
Total	50

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 35 points.

TOTAL POINTS ACHIEVED IN STEP TWO: _____ (50 available points)

D.4.3 Step Three: Calling of References
(Maximum 30 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 **30 points available** for REFERENCES; ten (10) points maximum for each of the References. Points will be awarded as identified in the forms provided in Section G.

TOTAL POINTS ACHIEVED IN STEP THREE: _____ (30 available points)

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 56 points total from Steps 2 & 3.

TOTAL POINTS ACHIEVED: _____ (80 available points)



**D.4.4 Step Four: Evaluation of the Pricing Offer
(Maximum 40 points)**

After successful completion of the Steps One to Three consecutively, the *Pricing Offer* received from the Bidders will be opened and evaluated.

The evaluation of proposals shall be done as follows:

Financial Proposals shall be evaluated based on the lowest total cost compliant proposal being awarded maximum points. Other proposals shall receive a score based on the ratio of the lowest cost proposal to their total cost.

Example (for illustrative purposes only):

Proposal "A" Total Cost = \$1,300,000

Proposal "B" Total Cost = \$1,425,000

Proposal A's financial assessment (being the lowest) would receive the highest mark of 40 points.

The score for Proposal "B" would be calculated as follows:

$$\text{Score} = (\text{Total Proposal A} \div \text{Total Proposal B}) \times 40$$

Therefore, the score awarded to Proposal B would be:
 $(\$1,300,000 \div \$1,425,000) \times 40 = 36.5$ points

An additional step is required if the difference between the proposal having the highest total score and the second is 5 points or less.

In such case, both bidders shall be asked to prepare an oral presentation to the evaluation committee. This presentation shall be assessed on a 10 point basis. Score obtained by the bidder shall be added to its previous score and the highest score shall then determine the winning bid.

The points awarded in Step Four will be added to the total score achieved in previous steps to determine the successful candidate.

END OF SECTION D



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

The terms and conditions in 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	Insurance Requirements
Appendix C	Confidentiality Agreement

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 Contents* 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 – INSURANCE REQUIREMENTS

1. CONTRACTOR'S RESPONSIBILITY

To meet the insurance requirements of the Contract, the Contractor shall forward to the Contracting Authority, upon execution of the contract, either a certified true copy of the insurance policy or the certificate of insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements.

For the purpose of bid submission the proponents **must (M)** provide a certificate of insurance or a letter of insurability as stipulated in Section G.3 – Proponent's Proof of Insurability. In the event that the successful Contractor can no longer meet the NGC's insurance requirements upon contract award, the NGC reserves the right to select the next qualified bidder to perform the contract.

The Contractor, at its own expense, is to provide and maintain the following insurance, in its own name, during the full term of this Contract, and any renewals or extensions thereof.

2. COMMERCIAL GENERAL LIABILITY

- a) The policy shall be primary and non-contributing and include the National Gallery of Canada as an additional insured.
- b) The limit of liability shall be not less than **Five Million Dollars (\$5,000,000.00) CAD** with respect to any one occurrence. In order to achieve the required limit of liability, an excess or umbrella policy may be used.
- c) The policy shall be on an "occurrence" basis and coverage shall not be less than the insurance provided by the 2005 IBC Commercial General Liability Form, or its most current replacement, and shall include liability coverage for products and completed operations and non-owned and hired automobiles.
- d) With the exception of claims for property damage, coverage under the policy may not be subject to a deductible. In no event shall such deductible amount exceed two thousand five hundred dollars (\$2,500.00 CAD), per occurrence, the cost of which is to be borne by the Contractor.

3. AUTOMOBILE LIABILITY INSURANCE

The limit of liability shall be not less than **Five Million Dollars (\$5,000,000.00) CAD** per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor that are required by law to be insured by a motor vehicle liability policy.



4. COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION INSURANCE

The limit of liability shall be not less than **One Hundred Thousand Dollars (\$100,000.00) CAD** per occurrence. Such policy shall be endorsed to extend coverage for damage or loss to property, money, or securities leased or owned by, or loaned to, the National Gallery of Canada.

5. GENERAL

- a) The insurance required herein shall;
 - i) Provide coverage to the National Gallery of Canada effective from the date of award of Contract.
 - ii) Contain a provision for the Contractor's insurer to endeavor to provide the National Gallery of Canada with thirty (30) days prior written notice in the event of any cancellation, expiration, or material reduction of the required limits of liability during the term of this Contract, and any renewals or extensions thereof.
- b) Prior to commencement of the work under the Contract and upon the placement, renewal or extension of any part of the insurance, the Contractor shall promptly provide the National Gallery of Canada with confirmation of coverage in the form of a Certificate of Insurance and a copy of the policy(ies), if requested.
- c) It shall be the sole responsibility of the Contractor to determine what additional limits of liability or insurance coverage, if any, is necessary or advisable, for its own protection and/or to fulfil its obligations under this Contract. All insurance shall be provided and maintained by the Contractor at its own expense.
- d) All insurance required herein shall be with insurers licensed in the province of Ontario, having a Best's Rating of A VII or otherwise as approved, in advance, by the National Gallery of Canada.

End of Appendix B – Insurance Requirements





APPENDIX C – 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") which is provided to me by the NGC 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.

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:

- (a) I and/or the Company will not disclose the Information to any person other than those designated by the NGC.
- b) I and/or the Company will not provide any opinion or comments to the Media about any aspect of NGC 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, 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 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.
- (e) I and/or the Company hereby agree that information which shall be gained while carrying out the requirements

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 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.

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, la Compagnie et/ou moi :

- a) ne communiquerons l'information qu'aux personnes qui sont désignées par MBAC;
- 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;
- d) ne reproduirons pas l'information, sauf si cette reproduction peut être nécessaire pour satisfaire aux conditions du MBAC concernant le traitement, et les copies produites seront soit détruites une fois ces conditions remplies soit aliénées conformément aux directives que le MBAC m'aura données ou aura données à la Compagnie;
- e) convenons que l'information qui sera acquise au moment où les conditions du MBAC auront été satisfaites doit être protégée de la même manière que le sont mes propres secrets commerciaux et que cette information confidentielle



**Request for Proposals #NGC102986
Licensed Security Guard Force & Related Services**

of the NGC 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.

(f) I and/or the Company will be liable for any and all damages suffered by the NGC 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: _____

sera conservée au bénéfice du MBAC;

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

Witness / Témoin

Signed at / Fait à _____, this / le _____

End of Appendix C – Confidentiality Agreement

END OF SECTION E



SECTION F: PRICING OFFER

F.1 GENERAL AGREEMENT

The Proponent agrees to the following **mandatory (M)** 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 RFP supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed RFP;
- F.1.3** That this Offer may not be withdrawn for a period of **60 days** following the RFP 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.1.4** 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.1.5** 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.8

F.2 **BASIS OF PAYMENT**

F.2.1 ART ESCORT

The firm hourly rate for “art escort” also includes the cost to provide a cellular telephone.

F.2.2 TRAVEL AND LIVING EXPENSES

The Contractor will be reimbursed for actual travel and living expenses incurred as a result of security personnel escorting works of art, as requested by the National Gallery; subject expenses shall not exceed Treasury Board Guidelines in effect at the time of travel.

F.2.3 DIRECT EXPENSES

Direct expenses for car ferry charges and /or toll booth charges, incurred as a result of security personnel escorting works of art, as requested by the National Gallery, will be at cost with no allowance for overhead or profit. All direct expenses are to be supported by invoices, receipts or vouchers.

F.2.4 VEHICLE EXPENSES

(8) Rental expenses for a vehicle used for escorting art are to be at cost with no allowance for overhead or profit and supported by invoices, receipts or vouchers.

(9) The Contractor shall be reimbursed with respect to mileage costs incurred for a vehicle used to escort art. Such costs shall not exceed Treasury Board Guidelines in effect at the time of travel.

F.2.5 OVERTIME

F.2.5.1 Overtime will be paid in accordance with Provincial Regulations. The Contractor may invoice for overtime worked provided the overtime was authorized by the National Gallery.

F.2.5.2 Overtime will also be paid when the notice time for any increase in service is less than twelve (12) hours (see Section C.5.6.4.2). The guard hours will be paid the greater of, overtime rate or the minimum of 4 hours at regular rate, but not both.



F.2.6 STATUTORY HOLIDAYS

F.2.6.1 The statutory holidays covered by this clause are the only ones that will be included in this contract. They are as follows:

- (a) New Year's Day (January 1st);
- (b) Ontario Family Day (3rd Monday in February)
- (c) Good Friday;
- (d) Victoria Day (Monday proceeding May 25th);
- (e) Canada Day (July 1st);
- (f) Labour Day (1st Monday in September);
- (g) Thanksgiving (2nd Monday in October);
- (h) Remembrance Day (November 11th);
- (i) Christmas Day (December 25th); and
- (j) Boxing Day (December 26th).

F.2.6.2 Hours worked on statutory holidays will be paid in accordance with provincial regulations. Provision for payment of statutory holidays not worked is included in the Contractor's overhead costs.

F.2.6.3 Only the hours worked during a Statutory holidays will be paid at the statutory rate.

F.3 DESCRIPTION OF PRICING

Proponents **shall (M)** complete and submit the following pricing sheets in Section F.4.

F.3.1 The unit pricing is all inclusive and **shall (M) include** pricing for:

- Materials
- Administration Cost
- Allowances
- Supervision
- Liabilities as an employer
- Insurance
- Equipment and products
- Transportation costs
- Parking
- Overhead and profit
- All other liabilities whatsoever, including service vehicle, if applicable



F.3.2 All pricing shall (M) be:

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

F.4 PRICING OFFER

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

F.4.1 Relief Guards

When submitting a cost proposal, bidders are asked to take into consideration that relief guards will be necessary for Category SG and AP guard posts only. Category SPV and SSPV will not require relief personnel due to the nature of work performed at these posts.

F.4.2 Cost Proposal (Billable Rates) – Hourly

F.4.2.1 Year 1 (from April 1, 2015 to March 31, 2016)

Category of Security Personnel	Regular Hours	Overtime Hours	Statutory Hours
Category – SG			
Category – AP			
Supervisor – SUP			
Contract Manager			
Art Escort (per person)			
Exterior Patrol (per patrol)			

F.4.2.2 Year 2 (from April 1, 2016 to March 31, 2017)

Category of Security Personnel	Regular Hours	Overtime Hours	Statutory Hours
Category – SG			
Category – AP			
Supervisor – SUP			
Contract Manager			
Art Escort (per person)			
Exterior Patrol (per patrol)			



F.4.2.3 Year 3 (from April 1, 2017 to March 31, 2018)

Category of Security Personnel	Regular Hours	Overtime Hours	Statutory Hours
Category – SG			
Category – AP			
Supervisor – SUP			
Contract Manager			
Art Escort (per person)			
Exterior Patrol (per patrol)			

F.4.2.4 Year 4 (from April 1, 2018 to March 31, 2019)

Category of Security Personnel	Regular Hours	Overtime Hours	Statutory Hours
Category – SG			
Category – AP			
Supervisor – SUP			
Contract Manager			
Art Escort (per person)			
Exterior Patrol (per patrol)			

F.4.2.5 Year 5 (from April 1, 2019 to March 31, 2020)

Category of Security Personnel	Regular Hours	Overtime Hours	Statutory Hours
Category – SG			
Category – AP			
Supervisor – SUP			
Contract Manager			
Art Escort (per person)			
Exterior Patrol (per patrol)			



F.4.3 PERSONNEL WAGES

Bidders are to indicate their hourly wage per rank and per level, which will be paid to their personnel for the duration of the proposed contract.

Category	Year 1	Year 2	Year 3	Year 4	Year 5
SG - level 1					
SG - level 2					
SG - level 3					
AP - level 1					
AP - level 2					
AP - level 3					
SUP - level 1					
SUP - level 2					
SUP - level 3					
CM - level 1					
CM - level 2					
CM - level 3					



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, #NGC102986. 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.1.3 of this RFP 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 _____, 2015

END OF SECTION F



SECTION G: FORMS

G.1 COMPANY INFORMATION

TENDER TO: NATIONAL GALLERY OF CANADA

Legal Company Name:	
Full Address:	
Telephone No. Work: () Mobile: ()	Fax No. ()
E-Mail Address:	
Name and title of person authorized to sign on behalf of Vendor Firm (Please 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 RFP Document.



G.2 ACCEPTANCE AND COMPLIANCE WITH CONDITIONS

I/WE

Legal Name of Proponent

Have read and understood the entire RFP, 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 RFP 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 PROPONENT'S PROOF OF INSURABILITY

Proponents **must (M)** provide a certificate of insurance or a letter of insurability from a licensed insurance broker confirming the Respondents ability to obtain the insurance detailed in **Section E, Appendix B – Insurance Requirements.**

Proof of Insurability Attached Yes

G.4 CERTIFICATIONS

G.4.1 **EMPLOYMENT EQUITY**

(1) The Federal Contractors Program for Employment Equity (FCP EE) requires that Canadian organizations bidding for federal government contracts, \$200,000.00 and over make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.
http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/

(a) Program requirements do not apply to organizations which:

() Have fewer than 100 permanent part-time and/or full time employees across Canada or;

() Are a federally regulated employer.

(Please check the appropriate item above if applicable)

(b) If the bidder's organization does not fall within the parameters of items above, the program requirements do apply and, as such the bidder is required to submit a duly signed Certificate of Commitment as referenced below, or its Certificate number _____ confirming its adherence to the program.

(2) In all cases, the bidder is required to produce evidence of supporting information on demand, if such evidence is not provided with its bid. Under no circumstance will a contract be awarded to an organization that does not comply with the requirements of the FCP EE, unless it is exempt from the Program.

NOTE: The FCP EE applies to Canadian-based bidders only.

G.4.2 **CERTIFICATION OF EDUCATION/EXPERIENCE**

The Bidder certifies that all the information provided in the attached résumés and supporting material, particularly as this information pertains to education achievements, experience and work history, has been verified by to be true and accurate. The bidder



further certifies that, should they be awarded a contract, the personnel proposed will be available to perform the tasks described herein. Furthermore, that they are satisfied that the personnel proposed for the requirement are capable of satisfactorily performing the tasks described herein.

G.4.3 AVAILABILITY OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work in relation to the fulfillment of this requirement.

G.4.4 STATUS OF PERSONNEL

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Administrative Authority.

During the bid evaluation, the Bidder MUST upon the request of the Administrative Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the bidder's proposal from further consideration.

G.4.5 CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted certification requirements. We also certify that the signature below is that of a person authorized to sign on behalf of the company.

(Signature)

(Date)

Title of person authorized to sign on behalf of company

Name of Company



G.5 WORK REFERENCES

RATED CRITERIA (MAXIMUM 30 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 three (3) 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 10 points per reference, three (3) references to be contacted, for a maximum 30 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.

The following questions will be asked of each reference:

1. Level of Client satisfaction in regards to performance of the Bidder with work planning & scheduling
2. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed.
3. Overall Client satisfaction with Bidder's performance
4. Would the organization enter into a new contract with the Bidder for a similar engagement in the future?



G.5.1 Reference # 1

a) Client Name & address: _____

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

Contact: _____

Telephone number: _____ (Work) _____ (Cell)

E-mail address: _____

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

d) Contract Value: _____

e) Contract Dates:

Start date: _____ End Date: _____

Renewals: _____

(If the current contract was renewed please provide the previous contract dates)

For NGC use only:

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

Score: _____/10 points



G.5.2 Reference # 2

a) Client Name & address: _____

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

Contact: _____

Telephone number: _____ (Work) _____ (Cell)

E-mail address: _____

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

d) Contract Value: _____

e) Contract Dates:

Start date: _____ End Date: _____

Renewals: _____

(If the current contract was renewed please provide the previous contract dates)

For NGC use only:

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

Score: _____/10 points



G.5.3 Reference # 3

a) Client Name & address: _____

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

Contact: _____

Telephone number: _____ (Work) _____ (Cell)

E-mail address: _____

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

d) Contract Value: _____

e) Contract Dates:

Start date: _____ End Date: _____

Renewals: _____

(If the current contract was renewed please provide the previous contract dates)

For NGC use only:

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

Score: _____/10 points



Request for Proposals #NGC102986
Licensed Security Guard Force & Related Services

G.5.4 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: _____ (Work) _____ (Cell)

E-mail address: _____

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

d) Contract Value: _____

e) Contract Dates:

Start date: _____ End Date: _____

Renewals: _____

(If the current contract was renewed please provide the previous contract dates)

For NGC use only:

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

Score: _____/10 points



G.6 ADDENDA

Number	Date Issued

Addenda will be issued by the National Gallery of Canada (NGC) on the PWGSC’s 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.6 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 RFP.

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



G.7 MANDATORY REQUIREMENTS AND COMPLIANCE CHECKLIST FOR PROPONENTS
(Have you included the following in your Tender Package?)

SECTION	DESCRIPTION OF DOCUMENTS TO INCLUDE WITH BID	COMPLIANT	
		YES	OR NO
Section A.8 F.1.5 c)	Does Joint Venture apply to your firm? If yes, have you included proper information?		
Section A.6.1a) B.1.1	Have you included one signed original, 3 photocopies and one copy on USB/CD of completed Section D, Evaluation and Selection Criteria ?		
Section A.6.1b) B.1.1	Have you included one signed original, 3 photocopies and one copy on USB/CD of completed Section G, Forms (including G.3 – Proof of Insurability & G.6 – Addenda)?		
Section A.6.1c) B.1.2	Have you included one signed original on paper of Section F, Pricing Offer in a separate envelope?		

END OF SECTION G
END OF THE RFP DOCUMENT – NGC102986