

INVITATION TO TENDER

FOR

UNDERRATED BREAKER PANEL REPLACEMENT

AT

THE NATIONAL GALLERY OF CANADA

JANUARY 2017

**This Document Contains a Mandatory Site Visit.
See Section A.6 for details.**

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



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SECTION A: BIDDERS’ INSTRUCTIONS AND INFORMATION

Schedule for Solicitation Process

The NGC reserves the right to change these dates as considered necessary by posting amendments to the schedule on the Public Works and Government Services Canada (PWGSC) Buy and Sell Website. (www.buyandsell.gc.ca)

ACTIVITIES	DATES
Site Visit - <u>Mandatory</u>	January 17, 2017 at 10:00 AM EST
Last Day for Questions (Questions received after this time will not be answered)	January 24, 2017 at 11:00 AM EST
<u>Closing Date for Submission of Bids</u>	February 17, 2017 at 2:00 PM EST

A.1 INTRODUCTION

This Invitation to Tender (ITT) in which the National Gallery of Canada is seeking a qualified Contractor to replace the Underrated Breaker Panel, as described in Section C, Scope of Work.

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



A.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 ITT.

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)** provide these services for the following site:

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

A.4 **PERIOD OF CONTRACT**

A.4.1 The period for this Contract is **upon contract award** and ending **May 31, 2017**.

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

- A.6.1** Bidders **must (M)** attend a Bidders Conference and site visit to be held at the National Gallery of Canada (NGC) building, located at 380 Sussex Drive, Ottawa, Ontario:

January 17, 2017 at 10:00 AM (EST)

- A.6.2** Bidders should bring their copy of the ITT document to the Site Visit/Conference.
- A.6.3** Bidders should register, **VIA E-MAIL**, with the Contracting Authority prior to the Bidders' Conference by giving names of people that will be attending the Conference, so that security passes can be prepared in advance.

Contact: Kathy Broom
Contracting Authority
E-mail: kbroom@gallery.ca

Registration should be received by January 16, 2017 by 3:00 PM (EST)

- A.6.4** Bidders **must (M)** report to Kathy Broom, Contracting Authority at the **Group Entrance Lobby Security Desk**, located at the front of the National Gallery of Canada building, near the parking garage by 9:45am (EDT). In addition to signing the Security register to receive a security pass, the Bidder (or representatives of the Bidder) **must (M)** also sign the Site Visit attendance sheet.



- A.6.5** The bilingual site visit will begin at **10:00 am (EST) sharp** and will consist of a tour of the site and a question period. Attendance will be taken at site. Latecomers will not be allowed to join the Site Visit once the group has left the Group Entrance Lobby.
- A.6.6** **NGC will not (M) accept bids from Bidders whose company was not represented at the site visit.**
- A.6.7** Each Bidder **shall (M)** inspect the site, ask questions, and familiarize themselves with existing conditions, limitations and constraints that may arise during the period of this Contract.

A.7 **FINANCIAL SECURITY**

- A.7.1** There are two (2) types of Contract Financial security deposit documents **required (M)** for this Tender. The first is a *Bid or Tender Bond*; the Bid Bond **must (M)** be submitted by the Bidder at the time of the Tender, with the submission. The second is a *Performance Bond*; the Performance Bond will be required from the Bidder selected by NGC for contract award. The Performance Bond need not be submitted with the Tender but will need to be submitted to NGC within **15 days of receipt** by the Bidder of official Contract award notification from NGC. The cost to supply the Performance Bond to NGC must be included in the Financial Proposal.

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

A.7.2 **Definitions and General Conditions**

- A.7.2.1** Any financial security received by NGC must have an appropriate expiry date. The document must not have its expiry date coincide with the projected cessation of the risk that it covers. For instance, the expiry date stated in a letter of credit should not be the same date as the one projected for the contract award, or for the project completion date. In the case of a bid bond, the expiry date should allow for a comfortable turn-around time from the estimated date of the contract award, to ensure that the contracting officer is satisfied that the bidder has discharged its obligations for which the letter of credit was provided. In the case of a performance bond, the expiry date should allow for final inspection and resulting corrective actions, should any be required. If the bidder has not met its obligations, the contracting officer must have sufficient time to prepare and present the required demand for payment under the letter of credit. For the purpose of article A.7.2.1, NGC request that the expiry date be stated on the security document as being either sixty (60) days past tender closing



date in the case of a Bid Bond, OR ninety (90) days past the contract completion date, in the case of a Performance Bond.

A.7.2.2 “Security Deposit” means

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

A.7.2.3 “Bill of Exchange” here means:

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

A.7.2.4 A government guaranteed bond must be in an approved form, issued by an approved company whose bonds are acceptable to the Government of Canada. See **Section E - Appendix E** for a listing of acceptable bonding companies. There may be additions or deletions from this list after the date of release of this Tender. Please check the Treasury Board of Canada Website for an up to date listing (under Contracting Policy, Appendix L). www.tbs-sct.gc.ca/pol

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

A.7.2.5 An irrevocable standby Letter of Credit means:

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



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

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

A.7.2.6 A Labour and Material Payment Bond means:

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

A.7.2.7 Suppliers have the right to determine which form of financial security they will provide, however specific conditions for the financial security must be fully met.



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

**Invitation to Tender # NGC109524
PW-17-00762162
Underrated Breaker Panel Replacement**



A.7.3 BID BOND - Mandatory (M)

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

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

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

A.7.3.1 The tender security shall be equal to **not less than 10% of the tender amount**;

A.7.3.2 The Bid/Tender security **shall (M)** remain in place for 60 days after the Tender closing, until the Contract is awarded and signed or until notification by the National Gallery of Canada that a Bidder is unsuccessful. The National Gallery of Canada reserves the right to request extensions for an additional 60 day periods if required. Bid securities will be returned to the unsuccessful Bidders.

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

- a) If the Bidder withdraws or amends all or any part of its proposal at any time after the Tender closing date and time and prior to the Contract award **OR**
- b) If the National Gallery of Canada does not receive the executed Contract, Insurance Certificate and the Contract Security requirement, within **fifteen (15) calendar days** of the Contract Award to the successful Bidder.
- c) The amount forfeited will not exceed the difference between the bid price and the amount of the contract entered into by NGC with the next most qualified Bidder.

A.7.4 PERFORMANCE BOND

The successful Bidder **will (M)** be required to provide to NGC contract security in the form of a *Performance Bond*, for 50% of the bid amount AND a *Labour and Material Payment Bond* for 50% of the bid amount. The total of the Performance Bond and the Labour and Material Bond must equate 100% of the bid amount.



The selected Contractor **will (M)** be required to submit contract financial security document, in one of the specified formats, within 15 calendar days of being informed by NGC of the Contract award. Contract award will be conditional to NGC receiving the specified documents. See **Section E Appendix E** for the list of acceptable bonding companies. There may be additions or deletions from this list after the date of release of this Tender. Please check the Treasury Board of Canada Website for an up to date listing. See www.tbs-sct.gc.ca Contracting Policy, Appendix L. By applying signature on Pricing Form F.3, the Bidder agrees to submit a Performance Bond to NGC within the specified deadlines.

A.8 MANDATORY REQUIREMENTS

A.8.1 In response to this ITT, the Proponent **must (M)** submit the proof of following with the bid, at Proponent's expense:

- a) The Bidders **must (M)** submit the responses required as indicated in **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 – Financial Proposal**, also referred hereto as Financial Proposal, in a separate and sealed envelope.
- d) Bidder **must (M)** include a **Bid Bond**, meeting the requirements, as detailed in Section A.7.

All of Mandatory Requirements itemized in A.8.1 a) through d) **must (M) be submitted** with your bid.

A.8.2 Proponents must (M) have:

- a) Obtained their ITT package from the Public Works and Government Services Canada (PWGSC) Buy and Sell website <https://buyandsell.gc.ca/>
- b) Attended the **Mandatory (M)** Site Visit.

A.9 ENQUIRIES DURING SOLICITATION PROCESS

A.9.1 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.9.2** All enquiries **shall (M)** be submitted as early as possible within the bidding period. Enquiries must be received by **January 24, 2017 by 11:00 am (EST)**. Questions received after this time **will not be answered**.
- A.9.3** To ensure consistency and quality of information provided to all Bidders, Contracting Authority will provide, simultaneously, any information with respect to enquiries/questions received and the replies to such enquiries/questions without revealing the sources of the enquiries.
- A.9.4** 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.9.5** Bidders **shall (M)** promptly examine all documents comprising this ITT and shall report any errors, and seek clarification of apparent errors, ambiguities or other problems.
- A.9.6** It is the Bidder's responsibility to avail themselves of all the necessary information to prepare a compliant tender in response to this ITT. The Contracting Authority may but is under no obligation to seek clarification of a bid submission from a Bidder.

A.10 **JOINT VENTURES**

- A.10.1** 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.10.2** If the response to this ITT is made by a joint venture, the Proponent **shall (M)** describe the precise nature of the joint venture, its legal status and its acceptance of the following general principles:
- a) That the signatories are acting and responsible jointly and severally;



- b) That the payment of moneys under the contract to the identified lead member shall act as a release from all parties;
- c) That giving notice by the National Gallery of Canada to the identified lead member shall act as notice to all parties;
- d) That the National Gallery of Canada may, at its discretion in the event of disputes among joint venture parties or changes in its composition, direct that the contract be terminated, without in any way altering the liability of the original signatories for performance of the terms of the contract; and
- e) Where the National Gallery of Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

A.10.3 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.11 NATIONAL GALLERY OF CANADA SUPPLIED MATERIEL REQUIREMENTS

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

A.12 COSTS RELATED TO SOLICITATION PROCESS

A.12.1 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.12.2 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.12.3 Contract award is contingent in NGC having the required budget to proceed with the described work in the designated fiscal year.



A.13 CONFIDENTIALITY/SECURITY

- A.13.1** This document, or any portion thereof, may not be used for any purpose other than the submission of an offer.
- A.13.2** The successful Bidder **must (M)** agree to maintain 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.13.3** The individuals, or companies, participating in this ITT acknowledge and understand that the NGC is subject to the *Privacy Act* and *Access to Information Act (ATIP)*, and NGC may, as a result of a specific request made under that Act, be required to release this complete document or any other documents it has received related to this ITT. Participants in this process should clearly indicate **“Confidential”** on items within their submission considered to be company confidential or proprietary information.
- A.13.4** 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.13.5** 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.13.6** 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, ITT, 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.14 SECURITY CLEARED PERSONNEL

The Contractor **shall (M)** be responsible for providing personnel, including sub-contractors, security cleared at the Reliability Status Level. This screening will be done in accordance with the PSPC Contract Security Program (CSP) <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>. The Company Security Officer (CSO) shall be solely responsible to have its staff appropriately screened prior to being assigned to the NGC. This screening includes an electronic fingerprint-based criminal record verification and may include a credit check. The Contractor is responsible for all costs associated with the security clearance of its employees.

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

A.15 NEGOTIATIONS

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

A.16 EVALUATION OF BIDS

A.16.1 Review of Technical Proposal

- a) The Technical Proposal will be reviewed to ensure it fulfills all mandatory requirements, as stated in **Section A.8**. Any response that fails to meet any of the mandatory requirements of the ITT will be deemed non-responsive and will not be considered further. Any forms requiring legal signature must have been signed by person(s) with the authority to bind the company. Signature indicates their full acceptance and compliance with the mandatory conditions contained in this ITT.
- b) It is the Proponent's responsibility to ensure that the contact names and numbers and email address supplied in relation to past project "experience" are valid and all other information supplied is accurate. NGC may contact Proponent's past project contacts.

A.16.2 Review of Financial Proposal

- a) NGC reserves the right to only review Financial Proposals of the Proponents who have met the minimum requirements identified for submission in the Technical Proposal.
- b) NGC reserves the right to determine the successful Proponent on the basis of which proposal provides the best overall value to NGC. This evaluation will be combined evaluation of both the Financial Proposals and Technical Proposals from those Proponents who have met the minimum requirements in their Technical Proposal.



A.16.3 Conditions of Proposal Evaluation and Contract Award

- a) The Proponent must ensure that the subcontractors, or persons, proposed in their proposal will be available at the appropriate time to perform the work as required, and will remain available to perform the work in relation to the fulfillment of the requirement. Since the Evaluation is based, in part, on the experience and qualifications of these named entities, substitution of subcontractors will not be accepted.
- b) The criteria specified in this ITT, as possibly amended by Solicitation Amendments are the sole criteria, which will be used in the evaluation of the proposals.
- c) If the lowest qualified Financial Proposal exceeds NGC's budget for the Project, NGC reserves the right to negotiate with the Proponent of the lowest qualified Financial Proposal and/or cancel the ITT.
- d) If the Proponent with the lowest qualified Financial Proposal is lower than 75% of NGC's budget for the Project, NGC reserves the right to either:
 - i. Review the scope of work with the Proponent to ensure that there were no errors or omissions in the Proposal of the lowest qualified Financial Proposal; and/or,
 - ii. Select another qualified Proponent for award of the contract; and/or,
 - iii. Cancel the ITT.
- e) If less than (3) Proponents qualify, NGC reserves the right to cancel the ITT.
- f) NGC reserves the right to cancel the ITT.

A.17 ITT/OFFER

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

A.18 NOTIFICATION OF CONTRACT AWARD AND DEBRIEFING

A.18.1 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.18.2 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:

Section D – Evaluation and Selection Criteria; Bidders **should (M)** submit the required information in hard copy one (1) original document (bearing original signature where/if applicable), plus two (2) additional photocopies.

Completed Section G – Forms; Bidders **should (M)** submit in hard copy one (1) original document (bearing original signature where applicable).

Bidder **must (M)** include a **Bid Bond**, meeting the requirements, as detailed in Section A.7.

Additionally, the above requirements are to be submitted on a USB

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 "Financial Proposal".

Envelope #2 is to include the following:

Completed Section F – Financial Proposal

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

Important: Do not place a copy of the Financial Proposal on a 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, before the closing date and time as specified, unless subsequently amended by the NGC.

Closing Date: February 17, 2017
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 ITT document on a clear and legible reproduced copy of said Tender forms or on a reproduced copy; the copies **must (M)** be identical in every respect to the Tender Forms provided in the ITT document, obtained from the NGC. 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 ITT.
- B.3.2** Be based on the full ITT document including Specifications document and any Addenda issued by NGC in relation to this ITT.
- 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 or 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

The Scope of Services required for this project has been prepared by NGC with assistance from expert consultants. All questions relating to the Scope of Services required can be addressed during the Site Visit / Conference. Questions can also be addressed to the Contracting Authority identified in this ITT, prior to the question deadline.

For Scope of Services of this project please refer to the following list of Appendices, which can be found on the Public Works and Government Services Canada (PWGSC) Buy and Sell Website. (www.buyandsell.gc.ca). These Appendices will become the Scope of Services of the future contract document.

Appendix F	Specifications – EN
Appendix G	Specifications – FR
Appendix H	Drawings – EN
Appendix I	Drawings – FR

C.1 GENERAL REQUIREMENTS

- C.1.1 The panels identified are to be retrofitted during a maximum of four (4) overnight shutdowns, each scheduled with the NGC a minimum of ten (10) working days in advance.

The Contractor is responsible for confirming existing conditions, including equipment locations, mounting details and dimensions, circuit breaker sizes, quantities and characteristics to achieve suitable custom retrofit panels conforming to specifications.

- C.1.2 The work shall be performed according to the timeline and schedule given to the successful Bidder upon signature of contract. The construction start date will be as agreed to by the NGC and the Contractor.

Disruptive and/or noisy work will have to be scheduled between 6:00pm and 7:00am, subject to NGC approval. Contractor is to provide 48 hour notice to the Project Manager when noisy operations are planned. All odour causing work must also be performed outside of regular working hours.

- C.1.3 Contractor is to provide site specific health and safety plans (SSHSP) (i.e. identifying all emergency and service access routes) and keep all routes clear of construction related obstructions at all times. Provide all barricades and signs necessary to direct vehicular and pedestrian traffic around construction areas at all times. Ensure that normal facility operations and maintenance may be carried out without disruption. MSDS sheets must be provided and kept on site.



- C.1.4 Provide a means of communication with the site to permit contact on a daily basis. Provide the name and telephone number of a person that is available on site.
- C.1.5 Waste shall be removed from site daily.
- C.1.6 The Contractor shall provide a two-year warranty on all Work. Defects or deficiencies are to be corrected by the Contractor at no cost to the NGC.

C.2 HOURS OF WORK

Work may be carried out on site, as follows:

- C.2.1 During regular working hours from 7:00 am to 4:30pm and until 7:30pm on Thursdays. Should the Contractor elect to work evening, weekends or on statutory holidays, the Contractor would require to provide the Project Officer with 72-hour notice in advance of the change.
- C.2.2 Temporary work shutdown could be requested by NGC under short notice, in the case of special events being scheduled at the NGC.

C.3 REPORTING AND COMMUNICATION REQUIREMENTS

The Contractor will be expected to provide the following reports:

- a) Weekly schedule updates measured against a baseline that is agreed to by the NGC;
- b) Weekly construction activity projections for the following week, so NGC stakeholders can be kept apprised of interference;
- c) Minutes of meetings;
- d) Weekly non-conformance reporting; and
- e) Bi-weekly Cost Control and Change Management Status reporting.

The Contractor will be expected to attend the following meetings:

- a) Those required by Contract Administration, including but not limited to: weekly site reviews, non-conformance corrections, verifications, third party testing, including but not limited to;
 - i. Bi-weekly Project Team meetings with the NGC, Project Manager, and Consultant;
 - ii. Weekly Construction Meetings led by the Contractor for coordination with trades. The Consultant and NGC may option to attend these meetings; and
 - iii. Impromptu status or incident reviews by the NGC.

END OF SECTION C



SECTION D: EVALUATION AND SELECTION CRITERIA

D.1 EVALUATION COMMITTEE

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

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

D.2 EVALUATION

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

The Financial Proposal (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 ITT 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 ITT.
- D.3.5 The National Gallery of Canada reserves the right to make changes to this ITT, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the ITT closing date. The National Gallery of Canada may do so without incurring any liability whatsoever to any of the Bidders.
- D.3.6 All materials submitted by a Bidder in response to any part of this ITT shall become the sole property of the National Gallery of Canada without payment or liability for payment.

D.4 EVALUATION PROCESS

Following the bid closing date, a three (3) step bid evaluation process will commence.

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

Evaluation Process:

- Step One Ensuring the Bidder has submitted all **mandatory (M)** information and documents described in the ITT (Section A.8)
- Step Two Technical Proposal
- Step Three Financial Proposal

Bidders **must (M)** obtain the minimum number of points, as specified in paragraphs D.4.1 to D.4.2, in order to move forward to the next step. Bidders who have succeeded in passing all three 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.8. Any bid that fails to meet any of the mandatory requirements of the ITT **will be (M)** deemed non-responsive and **will not (M)** be considered further.

The ITT conditions/documents **will not (M)** be amended or deleted in any way, including being amended by the addition of a new provision that may have the effect of derogating from an original mandatory provision. Bidder **must (M)** have an authorized signatory from their firm fill out, sign and return requested Tender documents indicating their full acceptance and compliance with these mandatory conditions.



Proposals that meet all the **Mandatory (M)** requirements will proceed to Step 2.

D.4.2 Step Two: Evaluation of Technical Proposal

D.4.2.1 Experience

Bidders **must (M)** identify three (3) relevant services completed within the last five (5) years and provide the name, phone number and email address of a reference. Higher scores will be awarded for projects relevant to the scope of this tender. Please provide a description of the Contractor’s scope of work, as well as a list of tasks performed.

D.4.2.2 Project Team

Bidders **must (M)** identify up to three (3) individuals who will be part of the NGC project. The team must have experience in the scope of work identified in Section C. The individuals identified should have key roles on the project; i.e. Site Superintendent, Project manager, etc. Information must be provided in a resume format, not to exceed 2 pages, single-sided (1 page for each member)

D.4.2.3 Work Plan

The work plan is to include the following information: Plan development, tasks, time frame, description and estimated completion date. Bidders should explain their project management approach, project tracking, cost control, time management and quality control methods.

D.4.2.4 Presentation of Bid Submission

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.

D.4.2.5 Evaluation Grid

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

Rated Requirements		Available Points
D.4.2.1	Experience	40
D.4.2.2	Project Team	20
D.4.2.3	Work Plan	15
D.4.2.4	Presentation	5
TOTAL		80

In order to proceed to Step Three of the Evaluation Phase, Evaluation of the Financial Proposal, the Proponent must have achieved a minimum 70% of points (56 points) in Step Two.



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

**Invitation to Tender # NGC109524
PW-17-00762162
Underrated Breaker Panel Replacement**



**D.4.3 Step Three: Evaluation of the Financial Proposal
(Maximum 30 points)**

After successful completion of the Steps One through Two consecutively, the *Financial Proposal* 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 = \$130,000

Proposal "B" Total Cost = \$142,500

Proposal A's financial assessment (being the lowest) would receive the highest mark of 30 points.

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

$$\text{Score} = (\text{Total Proposal A} \div \text{Total Proposal B}) \times 30$$

Therefore, the score awarded to Proposal B would be:

$$(\$130,000 \div \$142,500) \times 30 = 27.3 \text{ points}$$

TOTAL POINTS ACHIEVED IN STEP 3: _____ (30 available points)

If the candidate passed Step Two the points awarded will be added to the points awarded in Step Three to determine the successful candidate.

Total points achieved in Step 2: _____ (80 available points)

Total points achieved in Step 3: _____ (30 available points)

TOTAL POINTS ACHIEVED: _____ (110 available points)

END OF SECTION D



SECTION E: CONTRACT CONDITIONS

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 D	Site Protocol
Appendix E	Financial Securities

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

THE CONTRACTOR SHALL, at its own expense, provide and maintain the following insurance, in its own name, during the full term of this Contract. **Proof of insurance will (M) be submitted upon contract award.** The contractor **shall (M)** ensure that all subcontractors carry the same limit of liability for the duration of the contract.

1. 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. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the **CONTRACTOR**, the **CORPORATION** may agree to increase the deductible amounts.
- 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 territorial form of non-owned automobile liability policy) and IBC Form 2320, 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.

2. GENERAL

- a) The insurance required herein shall;
 - a. Provide coverage to the National Gallery of Canada effective from the date of award of Contract.
 - b. 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) During the term of the Contract, and any renewals or extensions thereof, the Contractor is to



notify the National Gallery of Canada of any change, renewal or extension of insurance obtained pursuant to these Insurance Requirements and 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) Any failure on the part of the Contractor to meet these Insurance Requirements during the term of the Contract, or any renewals or extensions thereof, gives the National Gallery of Canada the right to terminate the Contract for default.
- d) Without limiting any other remedies that the National Gallery of Canada may have under this Contract or otherwise pursuant to law and equity, the Contractor is liable to the National Gallery of Canada for any shortfall in insurance coverage that may result from the Contractor's failure to comply with these Insurance Requirements and to maintain the Insurance Requirements during the term of the Contract or any renewals or extensions thereof.
- e) 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.
- f) 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.

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



(e) I and/or the Company hereby agree that information which shall be gained while carrying out the requirements 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: _____

secrets commerciaux et que cette information confidentielle 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



APPENDIX D – SITE PROTOCOL

1.0 Communications

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

2.0 Personnel and Security

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

3.0 Site Conditions



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

4.0 **Fire/ Safety**

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



- 4.4 The Contractor is responsible to follow and adhere to the NGC permit for hot work any time an open flame will be used as in welding operations or propane cylinders. Questions concerning this permit or any issue concerning the use of an open flame will be discussed with the responsible NGC Project Officer.
- 4.5 A minimum one-hour fire watch will be maintained by the Consultant/Contractor after work is completed for the day whenever the work is deemed to be of a hazardous nature (welding, temporary heaters etc.).

5.0 Workplace Hazardous Materials Information System (WHMIS)

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

6.0 Confined Spaces

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

7.0 Accident Notifications and Reporting

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

8.0 Occupational Health & Safety Policy

The Contractor/Company **must submit** their Site Specific Health & Safety policy (SSHSP) before onsite construction at the NGC. A copy will be held on the work site and a copy will be given to the NGC Project Officer.

9.0 Harassment-Free Workplace



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

End of Appendix D – *Site Protocol*



APPENDIX E – FINANCIAL SECURITIES

As detailed in Section A.7 – Financial Security documents are required for this project.

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

Acceptable Bonding Companies

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

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

1. Canadian Companies

ACE INA Insurance
AIG Insurance Company of Canada
Allstate Insurance Company of Canada
Ascentus Insurance Ltd. (Surety only)
Aviva Insurance Company of Canada
AXA Insurance (Canada)
AXA Pacific Insurance Company
Canadian Northern Shield Insurance Company
Certas Direct Insurance Company (Surety only)
Chubb Insurance Company of Canada
Co-operators General Insurance Company
CUMIS General Insurance Company
Dominion of Canada General Insurance Company (The)
Echelon General Insurance Company (Surety only)
Economical Mutual Insurance Company
Elite Insurance Company
Everest Insurance Company of Canada
Federated Insurance Company of Canada
Federation Insurance Company of Canada
Gore Mutual Insurance Company
Guarantee Company of North America (The)
Intact Insurance Company
Jevco Insurance Company (Surety only)
Missisquoi Insurance Company (The)
Nordic Insurance Company of Canada (The)
North Waterloo Farmers Mutual Insurance Company (The) (Fidelity only)
Northbridge Commercial Insurance Corporation



Northbridge General Insurance Corporation
Northbridge Indemnity Insurance Corporation
Northbridge Personal Insurance Corporation
Novex Insurance Company (Fidelity only)
Personal Insurance Company (The)
Pilot Insurance Company
Quebec Assurance Company
Royal & Sun Alliance Insurance Company of Canada
Saskatchewan Mutual Insurance Company (Fidelity only)
Scottish & York Insurance Co. Limited
Sovereign General Insurance Company (The)
TD General Insurance Company
Temple Insurance Company
Traders General Insurance Company
Travelers Insurance Company of Canada
Trisura Guarantee Insurance Company
Waterloo Insurance Company
Wawanesa Mutual Insurance Company (The)
Western Assurance Company
Western Surety Company
Wynward Insurance Group

2. Provincial Companies

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

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

3. Foreign Companies

Affiliated FM Insurance Company
Allianz Global Risks US Insurance Company (Surety only)



Allstate Insurance Company
American Bankers Insurance Company of Florida
American Road Insurance Company (The) (Surety only)
Arch Insurance Company
Aspen Insurance UK Limited
AXIS Reinsurance Company
Berkley Insurance Company
Cherokee Insurance Company (Surety only)
Compagnie Française d'Assurance pour le Commerce Extérieur (Fidelity only)
Continental Casualty Company
CorePointe Insurance Company (Surety only)
Darwin National Assurance Company (Fidelity only)
Ecclesiastical Insurance Office Public Limited Company (Fidelity only)
Employers Insurance Company of Wausau
Factory Mutual Insurance Company
Federal Insurance Company
General Reinsurance Corporation
Great American Insurance Company
Hartford Fire Insurance Company
International Insurance Company of Hannover Limited (Fidelity only)
Jewelers Mutual Insurance Company (Fidelity only)
Liberty Mutual Insurance Company
Lloyd's Underwriters
Mitsui Sumitomo Insurance Company, Limited
Motors Insurance Corporation
Munich Reinsurance America, Inc.
NIPPONKOA Insurance Company, Limited
Sentry Insurance a Mutual Company
Sompo Japan Insurance Inc.
St. Paul Fire and Marine Insurance Company
State Farm Fire and Casualty Company
Tokio Marine & Nichido Fire Insurance Co., Ltd.
Triton Insurance Company (Fidelity only)
Westport Insurance Corporation
XL Insurance Company Limited (Surety only)
Zurich Insurance Company Ltd.
(From Treasury Board Contracting Policy, Appendix L – as published August 2013)

End of Appendix E – Financial Securities



END OF SECTION E



SECTION F: FINANCIAL PROPOSAL

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 ITT supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed ITT;
- F.1.3** That this Offer may not be withdrawn for a period of **60 days** following the ITT closing date and time; however, this 60 day period shall be extended to 90 days upon written request by the National Gallery of Canada.
- F.1.4** 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.10

F.2 DESCRIPTION OF PRICING

Proponents **shall (M)** complete and submit the following pricing sheets in Section F.3.

F.2.1 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.2.2 All pricing **shall (M)** be:

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

F.3 FINANCIAL PROPOSAL

Based on the full requirements of this ITT please provide NGC your price to provide the services described, not including taxes.

Total Cost	All Items and Services	\$ <i>This will be the amount used for evaluation of the Financial Proposal (see Section D.4.3)</i>
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F.4 Payments / Holdbacks

- F.4.1 Progress claims shall not be submitted by the Contractor until all work identified in the claim has been completed. Monthly progress payments (net 30 days) based on Section F.3 shall be made as negotiated with the Contractor and agreed upon by NGC. There will be a *10% holdback* on each invoice. The holdback shall be identified on a separate line on each invoice. The holdback shall be paid to the Contractor upon acceptance and final approval of all work by the engineer and the NGC designated Project Officer. Payment shall be made by NGC (30 day payable) following the date on which the invoice and substantiating documentation are received according to the terms of the Contract, whichever is later.
- F.4.2 If the NGC has any objections to the content of the invoice or the substantiating documentation, it shall notify the Contractor within fifteen (15 days) of receipt of the invoice and documentation. The notification will state the nature of the objection, and where such notice is given by NGC, the payment period of the invoice shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the NGC.



F.5 SIGNATURES

As Proponent, if our bid is selected by the National Gallery of Canada, **I/We** undertake to be bound by the terms and conditions of the Contract, #**NGC109524**, and provide within the specified time frames **Certificate of Insurance** as detailed in this. 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 ITT document.

Company: _____
Legal Company Name of Proponent (Please Print)

Signature: _____
Authorized Representative

Name & Title of Authorized Representative (Please Print)

Signature: _____
Authorized Representative

Name & Title of Authorized Representative (Please Print)

Signature: _____
Witness

Dated at _____
City Province

This _____ day of _____, 2017

END OF SECTION F



SECTION G: FORMS

G.1 COMPANY INFORMATION

TENDER TO: NATIONAL GALLERY OF CANADA

Legal Company Name:	
Business Number:	
Full Address:	
Telephone No.	Fax No.
Work: () Mobile: ()	()
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 ITT Document.



G.2 ACCEPTANCE AND COMPLIANCE WITH CONDITIONS

I/WE

Legal Name of Proponent

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

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

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

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

We indicate our full acceptance and compliance with these mandatory conditions with the signature below:

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

Signature

Date



G.3 ADDENDA

Number	Date Issued

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

Proponents **shall (M)** fill out Section G.3 with the numbers and dates of changes posted by the NGC to ensure that the offer received contains any additional information provided by NGC in relation to this ITT.

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



G.4 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.7	Have you included your Bid Bond ?		
Section A.10 F.1.5 c)	Does Joint Venture apply to your firm? If yes, have you included proper information?		
Section A.8.1a) B.1.1	Have you included all requirements as stated in Section D, Evaluation and Selection Criteria ? And have you included one signed original, 2 photocopies and one copy on USB?		
Section A.8.1b) B.1.1	Have you included one signed original and one copy on USB of completed Section G, Forms (including G.3 – Addenda)?		
Section A.8.1c) B.1.2	Have you included one signed original on paper of Section F, Financial Proposal in a separate envelope?		

END OF SECTION G

END OF THE ITT DOCUMENT – NGC109524