# **REQUEST FOR PROPOSALS**

## FOR AN

# AV Systems Upgrade

AT

# THE NATIONAL GALLERY OF CANADA

## JANUARY 2017

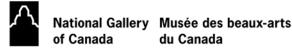
This Document Contains a Mandatory Site Visit. See Section A.6 for details.

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)

Αсτινιτιες	DATES
Site Visit - <u>Mandatory</u>	February 2, 2017 at 10:00 AM EST
Last Day for Questions (Questions received after this time will not be answered)	February 9, 2017 at 11:00 AM EST
Closing Date for Submission of Bids	March 7, 2017 at 2:00 PM EST

### A.1 INTRODUCTION

This Request for Proposals (RFP) is directed to local qualified firms that have proven experience in the Audio Visual and Cinema industry, specifically in the fields of sales, installation, and servicing of various audio visual systems for both live events equipment, and digital equipment.

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 architecture 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 <u>mandatory</u> 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:

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 will commence upon contract signature and will end June 30<sup>th</sup>, 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, <u>within fifteen</u>
     (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:

### February 2, 2017 at 10:00 AM (EST)

- A.6.2 Bidders should bring their copy of the RFP document to the Site Visit/Conference.
- **A.6.3** Bidders should register, <u>VIA E-MAIL</u>, 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: <u>kbroom@gallery.ca</u>

Registration should be received by February 1, 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 (EST). 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 <u>10:00 am (EST) sharp</u> 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 <u>NGC will not (M) accept bids from Bidders whose company was not represented at the site visit.</u>

**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 MANDATORY REQUIREMENTS

- **A.7.1** 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 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.

All of *Mandatory Requirements* items listed in A.7.1 <u>must (M) be submitted</u> with your bid.

### A.7.2 Proponents must (M) have:

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

### A.8 ENQUIRIES DURING SOLICITATION PROCESS

A.8.1 All enquiries regarding the bid solicitation **shall (M)** be submitted in writing, by e-mail to the Contracting Authority: <u>Kathy Broom; E-Mail: kbroom@gallery.ca</u>



- A.8.2 All enquiries shall (M) be submitted as early as possible within the bidding period. Enquiries must be received by <u>Februrary 9, 2017 by 11:00 am (EST)</u>. Questions received after this time will not be answered.
- **A.8.3** 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.8.4 All enquiries and other communications with NGC staff throughout the solicitation period shall (M) be directed <u>only</u> 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.8.5** 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.8.6** 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.9 JOINT VENTURES

**A.9.1** 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.9.2** 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.9.3** 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.10 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.11 COSTS RELATED TO SOLICITATION PROCESS

- A.11.1 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.11.2** 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.11.3** Contract award is contingent in NGC having the required budget to proceed with the described work in the designated fiscal year.



### A.12 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) <u>http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html</u>. 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.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 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.13.3** 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 <u>within</u> 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 <u>secure shredding</u>. Documents relating to this NGC Solicitation must (M) not be sent in intact condition to landfill or to recycling facilities.



If secure shredding equipment if 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.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 Review of Technical Proposal

- a) The Technical Proposal will be reviewed to ensure it fulfills all mandatory requirements, as stated in **Section A.7**. Any response that fails to meet any of the mandatory requirements of the RFP 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 RFP.
- 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.15.2 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.15.3 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 RFP, 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 RFP.
- 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 RFP.
- e) If less than (3) Proponents qualify, NGC reserves the right to cancel the RFP.
- f) NGC reserves the right to cancel the RFP.

### 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:

Bidders **should (M)** submit a response to the required information found in Section D – Evaluation and Selection Criteria. One (1) hard copy original document (bearing original signature where/if applicable), plus <u>three (3) additional photocopies must be submitted</u>.

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

Additionally, copies of completed Section D and G 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 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 <u>Curatorial Wing</u> 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 <u>on the outside</u> of the envelope.
- ✓ The closing date and time, and the **<u>TENDER #</u>** 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:	March 7, 2017
Time:	<u>2:00 pm</u> 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 <u>IN WRITING</u>.
- **B.6.2** Should the bid be withdrawn <u>before</u> 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 is 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;



National Gallery Musée des beaux-arts of Canada du Canada

- **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

du Canada

#### C.1 **PROJECT SUMMARY**

The National Gallery of Canada (NGC) is modernising its AV systems and is seeking a qualified firm that has proven experience in the Audio Visual and Cinema industry, specifically in the fields of sourcing equipment, installation, and servicing of various audio visual systems for both live events equipment, and digital cinema equipment.

#### C.2 REQUIREMENTS

The requirements have been broken down into several categories. Some categories have an item list while others ask for recommendations. Item lists may not be exact and should be used as guidelines, they can be slightly modified if it is determined that some components are missing but the product brand and series is to be respected and not substituted, unless the substitution is approved by the NGC.

### Main Speaker System

The Auditorium currently has a functional Nexo PA System. The NGC is looking to replace some of the components to improve the coverage and versatility of the system. The current system includes two Nexo PS 15 speakers, one installed on each side of the stage, as well as a Nexo RS15 sub that is mounted on the ceiling in front of the stage. The current subwoofer will be kept in its current location and the PS15 speakers will be replaced with Nexo Geo M620 line array speakers. The current PS15 speakers will be re-used as stage monitors. New speaker connection points will have to be installed at various points on stage to simplify the use of the stage monitors with the new amplifier. Two connections upstage, and two connections downstage will be needed, please refer to Appendix E – Cabling Diagram for location details, but only two separate monitor mixes are needed, so the stage left connections can be parallel, and the stage right connections can be parallel.

Item list:

Quantity	Description
12	Geo M620 Nexo line array speakers
2	Geo GMT-Bumper Nexo rigging bumper to support line
	array speakers on each side
2	PS10U R2 Nexo full range monitors with a 10" driver.
	To be used as extra stage monitors
1	NXAMP 4x1 Nexo four channel amplifier.



Installation requirements:

- Removal of the current PS15 speakers
- Relocation and new cabling if needed
- Mounting and positioning of the new Geo M620 line array speakers, as per local safety requirements and regulations
- Installation of the new amplifier and performing of any necessary processing adjustments. The new amplifier will be installed in the same rack that has our current amplifier, the rack is situated on stage and has enough room. The NGC electrician will install an extra dedicated 20amp circuit besides the rack to ensure enough power available.
- The Ethernet lines going to the current Yamaha LS9 stage box that is in the rack will have to be replaced. Some of the current Ethernet cables installed have been intermittent.
- Calibration of the new system to the Auditorium
- Testing of all cabling

### Surround Sound System

Replacement of the current 5.1 surround system with a 7.1 Dolby surround system using JBL speakers. The current system is still functional, but has many limitations because of the dated equipment. The list below is to serve as a guideline, and is not a complete list, a few components might have to be added to complete the system. The goal is to be Dolby certified, and be compatible with all current audio formats. If an extra sound processor is needed to be able to play back every format (DTS?) then it must be added.

Item list:

Quantity	Description
3	JBL 5742 main Speakers for behind the screen
3	JBL 4642A main subs for behind the screen
14	JBL 9320 surround speakers for side and rear channels
1	Crown Dci 4 300 amplifier for subwoofers
3	Crown MA 5000i amplifier for main LCR
5	Crown Dci 4 1250 amplifier for surround/back speakers
1	Dolby CP750 7.1 surround sound processor

Installation requirements:

- Removal of the current surround sound system
- Removal of current cables and installation of the new ones
- Proper mounting and positioning of the new surround sound speakers



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- The current equipment rack will have to be removed. A new swing rack shall be installed on the wall behind the sound console
- There is a Dolby sound processor for the 35mm projectors in the current system, this needs to be kept, and integrated into the new system
- Assembly and mounting of all equipment racks related to this system.
- Calibration and any certification that might be needed with the new system

### Stage Lighting

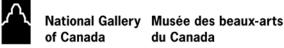
The current stage lights include various Leko and Fresnel conventional lights that are still functional, but several units have become defective. Replacement of these fixtures will be in different phases. In this phase 20 conventional fixtures will be replaced with LED fixtures and DMX connectivity will need to be added to various areas to accomadate these new LED fixtures. This means that half of the lights will be conventional, and half will be LED. At a later date, as part of a separate project, the remainder of the conventional lights will be replaced, and add 4 moving heads (2 on the FOH lighting bar LX1, and two on the upstage lighting bar LX4)

The anchoring and structural integrity of the current lighting mounting bars used for the stage lighting will need to be evaluated by a certified professional to ensure they can handle the weight of the new fixtures. Within the next year or two, the NGC plans on replacing the remainder of the conventional fixtures with 20 to 30 more ETC Source Four LED Series 2 fixtures, spread out thoughout the grid as well as two moving heads on the upstage lighting bar (LX4) and 2 moving heads on the FOH lighting bar (LX1). This must be taken into consideration when certifiying or making adjustments to the lighting bars. A document from a certified engineer must be provided that depicts what weight each section of the lighting bars can handle.

The current lighting console will also be replaced to meet the requirements of the new LED fixtures. Two (2) identical lighting consoles will be purchased, one will stay permanent in the Auditorium and the second will be for use in the Scotia Bank Great Hall. Both consoles will have to be programed for either location, so both consoles can serve as a back-up in the event that one becomes defective.

Quantity	Description
13	S4LEDS2L-0 ETC Source Four LED Series 2 Lustr Array fixtures (light engine body
	only, for use with Fresnel and CYC adapters)
7	S4LEDS2LS-0 ETC Source Four LED Series 2 Lustr Array fixtures (light engine with
	shutter barrel, for use with fixed field lens tubes)
12	S4LEDFRES ETC Source Four LED Fresnel Adapter
12	400BD ETC Source Four LED Barn Door for Fresnel Adapter
3	S4LEDCYC ETC Source Four LED CYC adapter

Item list:



3	S4LEDCYCBD ETC Source Four LED Barn Door for CYC Adapter
4	436EDLT ETC Source Four LED 36 degree fixed lens barrel
4	426EDLT ETC Source Four LED 26 degree fixed lens barrel
4	419EDLT ETC Source Four LED 19 degree fixed lens barrel
4	410LT ETC Source Four LED 10 degree fixed lens barrel
2	41530LT ETC Source Four LED 15-30 degree zoom lens assembly
2	400PH-A ETC Source Four LED Pattern holder (A size)
2	400PH-B ETC Source Four LED Pattern holder (B size)
2	400PH-G ETC Source Four LED Glass Pattern holder
50	400SC Safety Cable
2	M2GO HD Martin lighting consoles

Installation details:

- Removal and disposal of some of the existing stage lighting fixtures
- Structural inspection and certification of the lighting bars, along with any modifications needed to be able to certify the weight capacity for the lights being added in this phase as well as the next, as explained in the stage lighting description.
- Installation of various DMX lighting connection points. An electrician provided by the NGC will be responsible to provide all non-dimmable power sources that will be deemed necessary. refer to Appendix E Cabling Diagram for more details on DMX connection points.
- Proper mounting and positioning of the new LED fixtures, as well as the re-location of any current fixtures if necessary.
- Creation and implementation of a new stage lighting plot according to prescribed needs, and provision of a copy of all documentation related to this.
- Programming both new lighting consoles for both locations (Auditorium and Scotia Bank Great Hall), and provide a copy of both pre-sets on a USB key.
- Ensure that the new system works with the current DMX processor, and have the ability to save pre-sets on the wall control switches that are currently in use.
- Providing training for the new lighting console. Training details are as follows:
  - Three (3) separate 4-hour training sessions given by a qualified instructor. Two (2) training sessions are to be provided before the Auditorium re-opens, and the third (3<sup>rd</sup>) to be scheduled within three months after the re-opening to go more in depth with the settings of the consoles once the NGC technicians have used them for a few events.

### **DCP Projector**

The NGC has partnered up with the Toronto International Film Festival (TIFF), the Ottawa International Film Festival, as well as several other film festivals, therefore a DCP system is required.



The Digital Cinema Projector must have a video server system that is compatible with current digital cinema standards. This will need to be a complete system with the video server, and any other required components, that must tie into the new surround sound system. Currently the NGC is using a Christie M-Series 10k lumens projector, it will need to be repositioned to install the new DCP projector, but will still be used for regular presentations, such as Power Point. The new DCP projector will only be used during film showings.

Item list:

Quantity	Description
1	129-002103-01 Christie CP4230 DLP Digital Cinema Projector with 4K chipset
1	129-103105-02 7kW External power supply
1	108-338105-01 1.95-3.26.1 High contract lens
1	003-004253-02 CDXL-45SP-LT lamp

Installation details:

- Relocate the current Christie M-Series 10k lumens projector, the 35mm projectors have to stay where they are, so the current Christie M-Series projector might have to be ceiling mounted above the DCP projector.
- Provide a proper floor mounting solution for the new DCP projector.
- Calibration of the new projector once installed.
- Provide training for the new DCP projection system. Training details are as follows:
  - Three (3) separate 2-hour training sessions given by a qualified instructor. Two (2) of the training sessions are to be provided before the Auditorium re-opens, and the third (3<sup>rd</sup>) to be scheduled within three months after the re-opening to go more in depth with the settings of the system once our technicians have used it for a few events.
- An air exhaust duct will be installed by our Facilities Planning and Management team to tie into our existing exhaust system, details will be co-ordinated between the vendor and FPM.

### Clear-Com

A wireless Clear-Com system containing 5 wireless belt packs and headsets is needed. The main receiver will need to be in the Auditorium projection booth, and the belt packs need to work in the Auditorium, Water Court Foyer, Green Room, event co-ordinator offices and the hallway between the Water Court Foyer and the Green Room without any drop out points. These are all rooms and hallways that are in the same area, but are separated by thick concrete walls, so extenders or antennas will be needed. The headsets and belt packs will be used primarily by the events co-ordinators, discrete headsets are preferred. If the system uses 2.4GHz, it must be programed and



tested to make sure there is no interference caused from any Wi-Fi systems, or any other systems that could be in the area.

### Webcasting

Two webcasting systems will need to be installed. One will be in the Auditorium and a duplicate system in the Lecture Hall. Each system will also be used as a video mixer/distributor and must include the following:

- Epiphan Pearl 2 Rackmount
- One 4K PTZ style camera with good optical zoom and pan, that will have to be installed centered on the back wall. The back wall of the Auditorium is 100' from the stage, so good optical zoom is important in this case.
- One Full HD PTZ style camera with optical zoom and pan that will have to be installed on one of the side walls to give the option of a second camera view.
- A basic joystick controller for the cameras, for control of the optical zoom, pan and tilt. The controller will need to have buttons in order to save at least 3 camera position pre-sets.
- A way to send a video feed from the Epiphan to a monitor that is already in the Green Room.
- A way to be able to send the camera and audio feed from the Auditorium to the audio visual system in the Lecture Hall so it can be used as an overflow room during large events.
- Crowd mics. This will be used to record the crowd, to have crowd audio during webcasting, and to send an audio feed from the Auditorium to the lecture hall when it is being used as an overflow room. People in the audience don't always get up to use the aisle microphones during question periods, so good coverage with the crowd mics is important, since it will have capture audio from any seat in the Auditorium and Lecture Hall.

Item list:

Quantity	Description
2	Epiphan Pearl 2 Rackmount
2	4K PTZ style cameras with optical zoom and Pan
2	Full HD PTZ style cameras with optical zoom and Pan
2	Joystick/Pre-set controller
?	Crowd microphones for both rooms

Installation details:

- Installing one 4K camera centered to the stage, towards the back of the room, in the Auditorium and in the Lecture Hall. Exact positioning will have to be determined.
- Installing one Full HD camera on one of the side walls in the Auditorium and in the Lecture Hall. Exact position will be determined.



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> Request for Proposals #NGC109885 PW-17-00765777 AV Systems Upgrade



### **Simultaneous Interpretation**

A simultaneous interpretation system is required in the Auditorium as well as the Lecture Hall to replace the current system. The new system must have the following functions.

- An expandable Bosch system is preferred.
- Have an audio output, to send the feed to the webcasting system, or sound console.
- Body packs must be compatible with both rooms so they can divide them up in various quantities if there is an event in both spaces at the same time.
- Have at least 2 channels available, our typical application is French or English translation, and "Floor" channel. The "Floor" channel will also be used to meet hearing impaired accommodation requirements.
- The feed from the interpreters in the Auditorium must be able to play back in the Lecture Hall beltpack receivers, in the event that the Lecture Hall is used for overflow and there are only interpreters in the Auditorium.

Item list:

Quantity	Description
2	Simultaneous interpretation main units (one for Auditorium, one
	for Lecture Hall)
4	Simultaneous interpretation talk back mic stations (two for the
	Auditorium, two for the Lecture Hall)
150	4 channel bodypack receivers with enough charging/storage cases
150	headphones for the bodypacks

### **Cabling Infrastructure**

The cabling infrastructure was originally put in place in 1988, and minor changes have been done since, but nothing significant. All existing audio, lighting and video cabling must be removed and replaced/expanded with new cabling that would better suit today's modern technology. There is a series of conduits that lead to various locations throughout the Auditorium, but there are no up to date "as built" drawings for the majority of the system. The only existing drawings refer to the original installation in 1988, therefore, extra time needs to be invested by the Contractor to trace all these conduits back. Since all the existing cabling is being pulled out, the Contractor will have the opportunity to get a better understanding of the various conduit paths. All conduits must be numbered and updated on the drawings as this happens. Keep in mind, several connection points will be added to areas that do not currently have conduits.

The floor in the projection booth is a floating floor with an approximate 24" clearance area underneath that houses most of the conduits and stub out locations. The rest of the locations are spread out throughout the Auditorium. The new cabling system will have to be created by the



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Contractor in collaboration with the NGC team. The NGC would like to add an audio patch bay in the projection booth, as well as an RJ45 patch bay that will be used to distribute either video or internet to several connection points. The new connection plates will have to include various sized plates depending on how many connections are needed at that location. The current system has 1 or 2 connectors per plate, and the new system will need between 2 and 10 connectors per plate, depending on the location. The NGC would also like to have recommendations for solutions on separating the connections at the plates between internet connections and video connections in order to avoid confusion when the NGC will be patching things in to various locations. The NGC is currently using a few Crestron video extenders to distribute the video, and would like to expand this system and add some HD SDI connection points. Flexibility is required as the Auditorium can accommodate up to 399 people and is used for multiple types of events, including lectures, concerts and film screenings.

Current system has approximately:

Quantity	Description
20	XLR Audio connection plates
16	BNC Video connection plates (no longer functional,
	some cables are cut in certain areas)
4	XLR Lighting connection plates
4	RJ45 internet connection plates

Most of these connection plates have a single connector on them, and they use their own conduit. Keep in mind that not all conduits lead back to the projection booth, some stub out underneath the stage and then go into a few larger shared conduits.

The new system will need approximately 20 connection plates of varying sizes and connection types, refer to **Appendix E – Cabling Diagram** for more details on this. Keep in mind the cabling diagram is not precise, it is designed to better explain the location and quantity of various connections.

Detailed as built drawings will need to be provided once the cabling is installed. More details on this in the NGC Requirements section.

### **Booth Upgrades**

The Auditorium projection booth will be the main area for functions and must have basic control of the Lecture Hall. The NGC needs a recommendation for a Crestron control, in collaboration with the Epiphan webcasting units to be able to have basic control over the Lecture Hall, and to be able to use it as an overflow room in the event that the Auditorium fills up for an event. The lecture hall will need to be fully automated with touch screens and control from the Auditoriums projection booth,



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but the Auditorium will only need basic control since there will always be an operator for events in the Auditorium.

A Crestron system will need to be installed in the Auditorium projection booth to control the Lecture Hall, and basic functions of the Auditorium. As noted in the cabling infrastructure, an audio, video and network patch bay will be needed. The layout of the control booth will be modified according to the needs of the new equipment racks, the current racks will need to be replaced and relocated. Any rack with equipment that has controls on it, will need to be located behind the sound console. Equipment racks that do not have any controls can be located near the dimmer racks to save space if necessary. If any equipment racks are expected to generate a lot of heat, explorations can be made to install an exhaust duct from the rack to the air exhaust system to assist in cooling the rack, since the room has limited air conditioning control.

### **Wireless Mics**

A Sennheiser wireless mic system comprising of 8 receivers is to be installed in one of the AV racks in the Auditoriums projection booth, and antennas will need to be installed closer to the stage for better coverage since the booth is roughly 100' from the stage. The 8 kits installed will have to be the exact Sennheiser G3 series listed below, the NGC owns several components from that series and will require interchangeable wireless microphones between systems during larger events. The frequency group needed to match the units will be given once the contract has been awarded.

Quantity	Description
4	Sennheiser EW 322 G3 Sennheiser wireless clip on mic combo
4	Sennheiser EW 335 G3 Sennheiser wireless handheld mic combo
1	Antenna distribution system for 8 receivers

The NGC currently owns 4 older Sennheiser G1 series systems as well, if Sennheiser offers a trade up program to upgrade then please provide appropriate discounts.

Antennas for 4 Sennheiser G3 series wireless systems will also need to be provided and installed closer to the stage in the Lecture Hall. The NGC owns the receivers for the wireless system in the Lecture, only the antenna system is needed.



### Item List

A few items will be needed to improve the function of the Auditorium, see list below

Quantity	Description
2	Countryman ISOMAX 4RF Countryman podium microphone with active noise
	handling elimination
2	Countryman A4CDM Countryman ISOMAX 4RF Desk mount XLR connector
	for use on Auditorium podium
1	Crestron DM-RMC-4K-SCALER-C-DSP. Crestron video receiver/scaler. This unit is
	to complete part of a system that is currently in place for portable use.
1	Crestron DM-RMC-SCALER-C. Crestron video receiver/scaler. This unit will be
	used with the confidence monitor.
1	Crestron DM-TX-201-C. Crestron video transmitter. Crestron DM-RMC-4K-
	SCALER-C-DSP. Crestron video receiver/scaler. This unit is to complete part of a
	system that is currently in place for portable use.
1	50" Full HD commercial monitor. This will be used as a confidence monitor. The
	NGC owns a Chief confidence monitor stand for this monitor.
3	Middle Atlantic D2 rack drawer with FI-2 foam insert to be used for our
	equipment rack on stage to store our microphones and DI boxes
6	Littlite CC-TE18-LED dimmable red/white LED task light

### LECTURE HALL

### Automation

The lecture hall must be fully automated with a Crestron system. The lecture hall can accommodate up to 99 people and is primarily used for presentations and lectures. The podium position does not change, a touch screen with basic room control and a connection for two laptops is required at the podium. The podium mics will also need to be controlled by the Crestron system since they will be the primary mics used. If more mics are required, a technician will be booked for the event, so no control for other mics is needed. The goal of this upgrade is to enable the room to be used without a technician for the majority of the events, and to allow the technician in the Auditorium to view and have basic control of the Lecture Hall in case of complications.



Crestron system requirements:

Quantity	Description
2	Small touch screens. One on the wall near the entrance of the room and one
	on the podium to offer basic simple control for clients
2	Large touch screens. One in the Lecture Hall projection booth and one in the
	Auditorium projection booth to offer master control of basic and in depth control of the system
3	Video input plates. One underneath the Lecture Hall podium in an AV floor box., one in the Lecture Hall projection booth and one in the Auditorium projection booth

- Crestron system must be able to control lights, video/audio sources, Lecture Hall projector/screen and basic functions of the webcasting system
- Must be able to be controlled from the Auditorium projection booth
- A copy of the Crestron VT PRO E, and the SIMPLE WINDOWS, as well as any updates done during the installation and service warranty is to be given to the NGC on a USB key. Additionally, a copy of the programing must be installed on the processors.

### Main PA

New ceiling speakers will need to be installed to replace the current ceiling speakers that are part of the main PA. The new ceiling speakers can be installed in a different location than the current speakers if it is deemed necessary for even sound coverage and feedback rejection. The Contractor will be responsible for the removal of the old ceiling speakers and cabling. Any speakers used for the Protection Services Broadcast system are not to be removed or modified.

### Surround Sound

There are 4 Hi-Fi B&W speakers already installed for use during movies, a center channel of similar quality, and a small sub will need to be installed to make this a 5.1 surround system. The preferred location for the subwoofer would be underneath the stage, since space is limited, but other locations will be considered.

### Projector

A Panasonic **PT-RZ470, currently owned by the NGC,** will need to be installed on the ceiling in the middle of the lecture hall, a pole mount will need to be supplied, and a Ethernet cable for Panasonics DIGITAL LINK input, as well as an HDMI cable, as well as any cables needed to control the projector will need to be installed from the projector to the equipment rack in the projection booth.



### Podium

A Crestron Full HD video transmitter with at least two HDMI inputs and one VGA input will be needed for the podium. If the Crestron system processor does not have a video scaler built in, then a separate video receiver/scaler will be needed for the projection booth.

An AV box will need to be installed underneath the podium. The AV box installed underneath the podium must have the following connections:

- 3 x Ethernet connections that are Crestron certified for use with two video transmitters and the touch screen. If only one Crestron transmitter is installed, I still want a 3<sup>rd</sup> Ethernet line run for future expansion
- 3 x Ethernet connections that are Cat6 or higher to be used to patch internet connections
- 4 x XLR audio connections. Two will be used for the podium mics, the other two will be spares for future use.
- 1 x Standard electrical outlet (to be wired by NGC electrician)

### Wireless Microphones

4 Sennheiser G3 wireless microphone systems that are currently owned will need to be installed in the AV rack in the projection booth, and an antenna system will have to be provided and installed to ensure proper coverage on stage.

### Equipment add on

The list below are items that would need to be provided and installed to improve the functionality of the Lecture Hall

Quantity	Description
1	Behringer X32 Compact Behringer digital sound console with 16 mic inputs. This
	will be primarily used in the Lecture Hall, but will occasionally be used in the Great
	Hall for larger events
1	Denon DN-AVRX3300 Denon Pro surround receiver. This is to replace and improve
	the outdated surround sound receiver and amplifiers.
2	Denon DN-500BD Denon Pro rack mount Blu-Ray player
4	Countryman ISOMAX 4RF Countryman podium microphone with active noise
	handling elimination. Two will be used in the Lecture Hall, and two will be for a
	portable podium typically used in the Scotia Bank Great Hall
2	Countryman A4CDM Countryman ISOMAX 4RF Desk mount XLR connector for
	use on Lecture Hall podium. Portable podium already has desk mounts
2	Countryman AXBPM Countryman battery powered phantom power supply for
	ISOMAX 4RF podium mics. This unit will be used in conjunction with a wireless
	system to enable the portable podium wireless for events in the Scotia Bank Great
	Hall

• No equipment rack is required in the Lecture Hall, the existing rack will be used.



### Cabling infrastructure

Very little change is needed to the Lecture Hall's cabling infrastructure, unlike the Auditorium. A list of requirements is below:

- The two connection plates behind the stage are to be replaced with new connection plates that have 2 audio xlr inputs each. One of these connection plates is currently used as a video input plate, this will become an audio plate since all the required video inputs are in the AV floor box underneath the podium. All existing cabling in these jacks is to be pulled out and replaced.
- The two audio xlr connection plates on either side of the lecture hall are to be replaced with new connection plates, each plate will have 1 xlr input, and will be used for Q&A mics, the existing cabling is to be removed and replaced with new cabling.
- One new in floor connection plates will have to be added near the front edge of the stage and they will need 2 xlr inputs and 1 xlr output. The xlr output will be used for powered stage monitor.
- Every connection in the lecture hall is to lead to the equipment rack
- A separate audio connection plate with 16xlr outputs and 6xlr inputs (returns) is to be installed near the audio console with all the connections leading back to the rack for cleaner cable management.

### Electrical

All electrical that will need to be modified or installed will be done by the NGC, and any costs associated will be paid for directly by the National Gallery of Canada. The details will be coordinated throughout the project.

### Structural

The NGC facilities management team will oversee components that involve rigging or structural components of the additions.

### HVAC

The NGC facilities management team will oversee and perform the changes needed to the HVAC systems in the Auditorium projection booth. Below is a list of foreseen HVAC requirements:

Item list:

• A new air duct will be installed from the DCP projector and linked to the air exhaust ducts from the 35mm projectors, the current system is more than capable of exhausting the required CFM for the DCP projector being installed.



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• There are air exhaust vents near the location where the new equipment racks will be located. If it is deemed necessary, the racks can be connected to the air exhaust system as well to exhaust the heat since the projection booth does not have dedicated air conditioning control.

### Timeline

The Auditorium and Lecture hall are already booked for several events that can't be cancelled or pushed back, so the timeline for the installation will have to be flexible. On average there are only 3 days a week available for installation (Monday to Wednesday) and longer installation periods do not become available until July. The only category that has a hard deadline is the DCP projector and related components that is to be installed in the Auditorium. The DCP projector and related components MUST be installed during the first two weeks of April, and will need to be fully functional before April 18, 2017. The installation of the DCP system is crucial, work will be permited after regular business hours and on weekends for this portion of the installation, <u>if required</u>. Exact installation dates will be determined during consultations between the NGC Project Authority and the successful bider once the contract has been awarded and a more detailed work plan has been created.

The NGC has limited storage space, delivery dates will be decided by the NGC Project Authority once a work plan has been created.

### Deliverables

Any equipment or cabling removed remains the property of the NGC, and is to be kept. The NGC will provide storage for the equipment and cabling removed as needed throughout the project.

A digital copy of as built drawings for all cabling and equipment must be provided to the NGC within 30 days after the end of the project. Cabling drawings must be detailed and indicate how the cables are installed (conduit, junction boxes, etc.).

An updated digital copy of as built drawings shall be provided for any changes that happen during the product and installation warranty period.

A copy of all programing for any components installed such as Crestron systems, Martin M2GO HD lighting consoles, Surround sound processors or others shall be given to the NGC on a USB at the end of the project. Any updates done during the installation warranty is to be given to the NGC.

All cabling installed in walls must be plenum rated.

All cabling for the Crestron system must be Crestron certified.



All cabling installed is to be tested after installation. All network cabling is to be tested and validated to be able to handle the bandwidth necessary for its intended purpose. A copy of all testing is to be provided by the end of the contract.

### C.3 WARRANTY AND MAINTENANCE

Warranty for parts and installation **must (M)** cover a minimum of a 2 year period and include support. Service must be provided within 48 hours of notification by the NGC.

### C.4 PROJECT AUTHORITY

The NGC will exercise supervision over the firm's work during all phases of the project. The NGC's Project Authority is the museum representative directly concerned with the project and responsible for its progress.

## 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 Authority, 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 <u>will (M) not be</u> 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, <u>to the</u> <u>degree specified in the RFP and in the format indicated</u>, 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 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 three (3) 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.

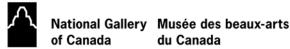
### **Evaluation Process:**

Step One	Ensuring the Bidder has submitted of all <b>mandatory (M)</b> information and documents described in the RFP (Section A.7)
Step Two	Point Rated Criteria
Step Three	Evaluation of the Financial Proposal

Bidders **must (M)** obtain the minimum number of points, as specified in paragraphs D.4.1 to D.4.4, 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 <u>Section A.7</u>. 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, <u>sign</u> 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 <u>all</u> the **Mandatory (M)** requirements will proceed to Step 2.

### D.4.2 <u>Step Two: Point Rated Criteria</u>

### D.4.2.1 Experience

Bidders must (M) identify three (3) relevant projects completed within the last five (5) years. Higher scores will be awarded for projects relevant to the scope of this project. <u>Please supply information in the following format:</u>

- 1. Project description
- 2. A description of the Contractor's scope of work
- 3. Tender Value
- 4. Final Contract Value
- 5. Explanation of any gaps between the Tender Value and Final Contract Value
- 6. Scheduled end date at time of Contract Award
- 7. Final end date
- 8. Explanation of any gaps between the Scheduled end date at time of Contract Award and Final end date
- 9. Provide the name, phone number and email address of a reference that can:
  - a. Confirm that the information above is true.
  - b. Confirm that gaps identified in (5) and (8) were not attributed to the Contractor's performance.

### 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 be experienced and have specialists in both the live audio/lighting industry and the digital cinema industry. 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.



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#### 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	35
D.4.2.4	Presentation of Bid Submission	5
		100

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 in each of Step Two.

TOTAL POINTS ACHIEVED:	(100 available	points)
------------------------	----------------	---------

#### D.4.3 <u>Step Three: Evaluation of the Financial Proposal</u> (Maximum 40 points)

After successful completion of the Steps One through Two <u>consecutively</u>, 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):

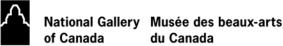
Proposal "A" Total Cost = \$130,000 Proposal "B" Total Cost = \$142,500

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



Th	e score for Proposal "B" would	be calculated as follows:	
	Score = (Total Proposal A ÷ Total Proposal B) X 40		
Therefore, the score awarded to Proposal B would be: (\$130,000 ÷ \$142,500) X 40 = 36.4 points			
TOTAL POINTS ACHIEVED IN STEP 4: (40 available points)			
	lidate passed Step 2 the points ine the successful candidate.	awarded will be added to the p	points awarded in Step 3
Total poin	ts achieved in Step 2:	(100 poin	ts available)
Total poin	ts achieved in Step 3:	(40 points	s available)
TOTAL PO	INTS ACHIEVED:	(140 points ava	iilable)

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 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 <u>Five Million Dollars (\$5,000,000.00)</u> 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.

#### 2. COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION INSURANCE

The limit of liability shall be not less than <u>One Hundred Thousand Dollars (\$100,000.00) CAD</u> 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.

#### 3. 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



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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*



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## APPENDIX C - CONFIDENTIALITY AGREEMENT

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



Musée des beaux-arts National Gallery du Canada of Canada

## **CONFIDENTIALITY AGREEMENT**

### **CONVENTION DE CONFIDENTIALITÉ**

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. 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 réponderons 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



## Request for Proposals #NGC109885 PW-17-00765777 **AV Systems Upgrade**

(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	secrets commerciaux et que cette information confidentielle sera conservée au bénéfice du MBAC;
own trade secrets are safeguarded and such confidential information shall be held in trust for the benefit of the NGC.	<ul> <li>f) serons responsables de tous les dommages subis par le MBAC et résultant de la violation d'un des engagements susmentionnés.</li> </ul>
(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	Witness / Témoin
Company/ Compagnie:	Signed at / Fait à, this / le
Address:	<u>.</u>

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 <u>Site Conditions</u>

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 <u>daily basis</u>.
- 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 <u>will not provide</u> 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 <u>evacuate</u> <u>immediately</u> 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.



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- 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 <u>Confined Spaces</u>

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 <u>must submit</u> 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* END OF SECTION E



## SECTION F: FINANCIAL PROPOSAL

#### F.1 SIGNATURES

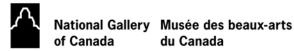
As Proponent, if our bid is selected by the National Gallery of Canada, **I/We** undertake to be bound by the terms and conditions of the Contract, **#NGC109885**. Signature of this page also acts as a statement, which provides that the Proposal is valid in all respects including price for 60 calendar days from the closing date as per Section F.2.3 of this RFP document.

Company:		
	Legal Company Name of Pro	ponent (Please Print)
Signature:		
	Authorized Represer	ntative
	Name & Title of Authorized I	Representative (Please Print)
<b>C</b>		
Signature:		
	Authorized Represer	Itative
	Name & Title of Authorized Represe	ntative (Please Print
	Nume & The of Nation2ed Represe	
Signature:		
-	Witness	
Dated at		
	City	Province
This	_day of, 2017	

#### F.2 GENERAL AGREEMENT

The Proponent agrees to the following **mandatory (M)** conditions:

- **F.2.1** That the Period of Contract will commence on such date as the National Gallery of Canada shall set by notice in writing.
- **F.2.2** That this RFP supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed RFP;
- **F.2.3** 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.2.4 If, for any reasons, the National Gallery of Canada does not receive, <u>within 15 calendar</u> <u>days</u>, 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.2.5** 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.9

#### 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.



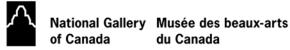
## F.4 FINANCIAL PROPOSAL

Based on the full requirements found in Section C of this RFP, please provide NGC your price to provide the services described, without taxes.

PRICING	
Description	Cost
Main Speaker System	
Removal	\$
Equipment	\$
Installation	\$
Surround Sound System	
Removal	\$
Equipment	\$
Installation	\$
Stage Lighting	
Removal	\$
Equipment	\$
Installation	\$
DCP Projector	
Removal	\$
Equipment	\$
Installation	\$
ClearComm System	
Removal	\$
Equipment	\$
Installation	\$
Webcasting	
Removal	\$
Equipment	\$
Installation	\$

PRICING	
Description	Cost
Simultaneous Interpretation	
Removal	\$
Equipment	\$
Installation	\$
Cabling Infrastructure	
Removal	\$
Equipment	\$
Installation	\$
Booth Upgrades	
Removal	\$
Equipment	\$
Installation	\$
Any other costs not included in the above. Please provide details:	
	\$
TOTAL	\$

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:	
E-Mail Address:	
Name and title of person authorized to sign o	n behalf of Vendor Firm
(Please Print & Sign)	

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

du Canada

# I/WE

## Legal Name of Proponent

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

- $\checkmark$ 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, as posted separately on the Buy and Sell website
- $\checkmark$ 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:

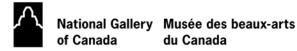
- All of the appendices of Section E, in their entirety, unmodified, as they appear; and a)
- b) That the documents comprising this Tender will not be amended or deleted in anyway, including being amended by the addition of a new provision that may have the effect of derogating from an original mandatory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

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



#### COMPLIANT SECTION **DESCRIPTION OF DOCUMENTS TO INCLUDE WITH BID** YES OR NO Section A.9 Does Joint Venture apply to your firm? If yes, have F.2.5 c) you included proper information? Section A.7.1a) Have you included one signed original, three (3) B.1.1 photocopies and one copy on USB of completed Section D, Evaluation and Selection Criteria? Section A.7.1b) Have you included one signed original and one copy B.1.1 on USB of completed Section G, Forms (including G.3 – Addenda)? Section A.7.1c) Have you included one signed original on paper of B.1.2 Section F, Financial Proposal in a separate envelope?

## <u>G.5</u> <u>MANDATORY REQUIREMENTS AND COMPLIANCE CHECKLIST FOR PROPONENTS</u> (Have you included the following in your Tender Package?)

## END OF SECTION G

## END OF THE RFP DOCUMENT - NGC109885