

REQUEST FOR QUOTATIONS

FOR

DIGITIZATION EQUIPMENT

AT

THE NATIONAL GALLERY OF CANADA

MARCH 2017



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SECTION A: BIDDERS’ INSTRUCTIONS AND INFORMATION

Schedule for Solicitation Process

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

ACTIVITIES	DATES
<u>Last Day for Questions</u> (Questions received after this time will not be answered)	March 29, 2017 at 11:00 AM EDT
<u>Closing Date for Submission of Bids</u>	April 11, 2017 at 2:00 PM EDT

A.1 INTRODUCTION

This Request for Quotations (RFQ) in which the National Gallery of Canada is seeking quotes for digitization equipment, as described in Section D.4.

The National Gallery of Canada was founded in 1880 and its present-day building was open to the public in 1988. It is an internationally acclaimed Museum facility designed for the preservation and exhibition of national and international collections of visual arts, which are accessible to the public. The facility houses exhibition galleries, a 400 seat Auditorium, conference rooms, activity studios, library, bookstore, cafeteria, laboratories, carpentry workshops, administrative facilities for 250 staff and underground car garage. This unique building known for its architectural elegance and hosts state visits, dinners, grand receptions and balls and various special events throughout the year.

A.2 DEFINITIONS

A.2.1 In this RFQ document the specific **mandatory** requirements of the Bidder are identified by the use of “**shall (M)**”, “**must (M)**”, “**will (M)**”, “**will (M) not**”, “**shall (M) not**” and “**must (M) not**”.

A.2.2 “**Bidder(s)**” means any firm(s), (includes sole proprietorship and joint ventures) submitting a bid to the National Gallery of Canada in response to the RFQ.

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)** deliver the goods to the following site:

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

A.4 PERIOD OF CONTRACT

A.4.1 The period for this Contract is upon contract award and ending upon final delivery of goods.

A.4.2 If for any reason the successful Contractor cannot fulfill the requirements of the Contract, the National Gallery of Canada reserves the right to ask the next qualified Bidder to take over the Contract.

A.5 CONTRACT CLAUSES, TERMS AND CONDITIONS OF TENDER

A.5.1 The general terms, conditions, instructions, appendices, clauses and all addenda issued as identified in the bid solicitation will form part of the resulting contract.

A.5.2 These general terms, conditions, instructions, appendices, clauses and all addenda are mandatory and **will (M) not be amended or deleted in any way**, including being amended by the addition of a new provision or conditions that may have the effect of derogating from an original mandatory provision. The inclusion by the Bidder of new provisions or conditions that may have the effect of derogating from the original NGC terms and conditions could result on the disqualification of the bid.

A.5.3 If for any of the stated reasons below, OR for any other reasons, the successful Contractor cannot fulfill the requirements of this Contract, NGC reserves the right to ask the next lowest qualified Bidder to take over the Contract.



- a) If the Bidder withdraws or amends all or any part of its proposal at any time after the Tender closing date and time and prior to the Contract award **OR**
- b) If the National Gallery of Canada does not receive the signed Contract, **within fifteen (15) calendar days** of the delivery of the Contract to the successful Bidder for signature.
- c) If the contractor's performance on the contract merits the activation of NGC's General Condition clause CG29 – Termination Due to Default of the Contractor (Section C – Appendix A).

A.6 MANDATORY REQUIREMENTS

A.6.1 In response to this RFQ, the Proponent **must (M)** submit the proof of following with the bid, at Proponent's expense:

- a) The Bidders **must (M)** submit all of **Section E – Forms**;
- b) Bidder **must (M)** submit all of **Section D – Financial Proposal**.

All of *Mandatory Requirements* items listed in A.6.1 a) through b) **must (M) be submitted** with your bid.

A.6.2 Proponents must (M) have:

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

A.7 ENQUIRIES DURING SOLICITATION PROCESS

A.7.1 All enquiries regarding the bid solicitation **shall (M)** be submitted in writing, by e-mail to the Contracting Authority: Kathy Broom; E-Mail: kbroom@gallery.ca

A.7.2 All enquiries **shall (M)** be submitted as early as possible within the bidding period. Enquiries must be received by **March 29, 2017 by 11:00 am (EDT)**. Questions received after this time **will not be answered**.

A.7.3 To ensure consistency and quality of information provided to all Bidders, Contracting Authority will provide, simultaneously, any information with respect to enquiries/questions received and the replies to such enquiries/questions without revealing the sources of the enquiries.



- A.7.4 All enquiries and other communications with NGC staff throughout the solicitation period **shall (M)** be directed only to the Contracting Authority. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of a Proponent's bid submission.
- A.7.5 Bidders **shall (M)** promptly examine all documents comprising this RFQ and shall report any errors, and seek clarification of apparent errors, ambiguities or other problems.
- A.7.6 It is the Bidder's responsibility to avail themselves of all the necessary information to prepare a compliant tender in response to this RFQ. The Contracting Authority may but is under no obligation to seek clarification of a bid submission from a Bidder.

A.8 **JOINT VENTURES**

- A.8.1 The Proponent should clearly and explicitly state whether the bidding entity is or is not a joint venture in accordance with the definition below:

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

- a) The incorporated joint venture;
 - b) The partnership joint venture;
 - c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.
- A.8.2 If the response to this RFQ is made by a joint venture, the Proponent **shall (M)** describe the precise nature of the joint venture, its legal status and its acceptance of the following general principles:
 - a) That the signatories are acting and responsible jointly and severally;
 - b) That the payment of moneys under the contract to the identified lead member shall act as a release from all parties;
 - c) That giving notice by the National Gallery of Canada to the identified lead member shall act as notice to all parties;
 - d) That the National Gallery of Canada may, at its discretion in the event of disputes among joint venture parties or changes in its composition, direct that the contract be



terminated, without in any way altering the liability of the original signatories for performance of the terms of the contract; and

- e) Where the National Gallery of Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

A.8.3 It is a condition precedent to any contract being awarded to a Proponent that the Proponent provides a copy of the signed Joint Venture Agreement (or equivalent document which defines the participant's roles and responsibilities) if the Proponent is bidding as a joint venture (as defined above).

A.9 NATIONAL GALLERY OF CANADA SUPPLIED MATERIEL REQUIREMENTS

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

A.10 COSTS RELATED TO SOLICITATION PROCESS

A.10.1 All costs and expenses incurred by a Proponent related to the preparation of the bid **shall (M)** be borne by the Proponent. The National Gallery of Canada is not liable to pay such costs and expenses or to reimburse or to compensate the Proponents under any circumstances.

A.10.2 The National Gallery of Canada **shall (M)** not be responsible for any costs related to any delays in the Tender, in awarding of the contract, or costs associated with any reviews or the approval process, or with obtaining any government approvals.

A.10.3 Contract award is contingent in NGC having the required budget to proceed with the described work in the designated fiscal year.

A.11 CONFIDENTIALITY/SECURITY

A.11.1 This document, or any portion thereof, may not be used for any purpose other than the submission of an offer.

A.11.2 The successful Bidder **must (M)** agree to maintain security standards consistent with security policies of the National Gallery of Canada. These include a strict control of data and maintaining confidentiality of information gained while carrying out their duties.

A.11.3 The individuals, or companies, participating in this RFQ 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 RFQ. Participants in this process should clearly indicate “**Confidential**” on items within their submission considered to be company confidential or proprietary information.

A.11.4 All information pertaining to the National Gallery of Canada obtained by the Bidder as a result of participation in this project is confidential and **must not (M)** be disclosed without a written consent from the National Gallery of Canada.

A.11.5 Unsuccessful Bidders **must (M)** dispose of the Tender document obtained from NGC by secure shredding. Documents relating to this NGC Solicitation **must (M) not** be sent in intact condition to landfill or to recycling facilities.

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

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

A.12 **NEGOTIATIONS**

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

A.13 **EVALUATION OF BIDS**

A.13.1 Bids that do not comply to, and meet all the **mandatory (M)** requirements as per Section A.6.1 will not be evaluated.

A.13.2 Bids that meet the **mandatory (M)** requirements will be evaluated based on price.

A.13.3 The criteria specified in this RFQ, as possibly amended by Solicitation Amendments are the sole criteria, which will be used in the evaluation of the proposals.

A.13.4 Conditions of Proposal Evaluation and Contract Award

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



- b) 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 RFQ.
- c) 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 RFQ.
- d) If less than (3) Proponents qualify, NGC reserves the right to cancel the RFQ.
- e) NGC reserves the right to cancel the RFQ.

A.14 RFQ/OFFER

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

A.15 NOTIFICATION OF CONTRACT AWARD AND DEBRIEFING

A.15.1 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.15.2 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 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 **MANDATORY (M) DOCUMENTS**

The email **must (M)** include the following:

1. Completed Section E – Forms; (bearing original signature where applicable)
2. Completed Section D – Financial Proposal; (bearing original signature where applicable)

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

B.2.1 Bids **shall (M)** be submitted by email to the Contracting Authority; Kathy Broom kbroom@gallery.ca . Files **must (M)** be in PDF, Word or Excel; Zip files will not be accepted.

B.2.2 All Tenders **must (M)** be submitted before the closing date and time as specified, unless subsequently amended by the NGC.

Closing Date: April, 11, 2017

Time: 2:00 pm EDT

B.2.3 Faxes of proposals **will not (M)** be accepted.

B.2.4 Timely receipt and correct direction of the bids **shall (M)** be the sole responsibility of the Proponent.

B.2.5 Tenders **must (M)** be complete at bid solicitation closing date and time.

B.2.6 The National Gallery of Canada **will return** bids received after the stipulated Bid solicitation closing date and time.

B.2.7 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 RFQ document on a clear and legible reproduced copy of said Tender forms or on a reproduced copy; the copies **must (M)** be identical in every respect to the Tender Forms provided in the RFQ document, obtained from the NGC. The addition of space to provide the required information is not considered a change of form in itself as long as the information requested categories are identical; this applies to all forms requested and included in this RFQ.
- B.3.2** Be based on the full RFQ document including Specifications document and any Addenda issued by NGC in relation to this RFQ.
- B.3.3** Be correctly completed in all respects,
- B.3.4** Be signed in accordance with the signing procedures set out herein; the signature of the signatory shall be an original;
- B.3.5** Be accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany Tender.
- B.3.6** Any alteration to the pre-printed or pre-typed sections of the Tender forms, or any condition or qualification placed upon the tender **shall (M)** be direct cause for disqualification. Any alterations, corrections, changes or erasures made to statements or figures entered on the Tender Forms by the Proponent **shall (M)** be initialled by the person or persons signed the Tender. Initials **shall (M)** be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.

B.4 PREVIOUS COMMUNICATIONS BETWEEN NGC AND PROPONENTS

This document contains the entire requirements relating to the Tender. Other representations, information and/or documentation provided to or obtained by the Bidder from any source prior to the date of this Tender shall have no force or effect in relation to this Tender.

B.5 AMENDMENTS TO PROPONENT'S TENDER

- B.5.1** After the Tender closing date and time, amendments to the Proponent's bid **will not (M)** be accepted.



- B.5.2** Any amendment on or before the date and time set for the closing of tenders **must (M)** clearly indicate what part of the Tender the amendment is intending to modify or supplement.
- B.5.3** Any amendment **must (M)** be submitted in writing to the Contracting Authority, by letter provided the revision is received at the office designated for the receipt of tenders, on or before the date and time set for the closing of tenders.
- B.5.4** A revision to a unit price tender **must (M)** clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- B.5.5** Any amendment submitted by any other method **will not (M)** be accepted.

B.6 **WITHDRAWAL OF BID**

- B.6.1** In the event that a Proponent wishes to withdraw its bid before the closing date, the Proponent **shall (M)** immediately notify the Contracting Authority **IN WRITING**.
- B.6.2** Should the bid be withdrawn before bid closing date, it **will (M)** be returned, unopened, to the Proponent after the closing date, and no further consideration **will (M)** be given to it.

B.7 **APPLICABLE TAXES**

- B.7.1** Tenders **must (M) not** include any amounts for the Harmonized Sales Tax (HST), and the HST shall not be included when calculating the amount of any tender security or contract security, which may or may not be required.

B.8 **ACCEPTANCE OF THE BID**

- B.8.1** The NGC may accept any Bid, whether it is the lowest or not, or may reject any or all Tenders.
- B.8.2** Without limiting the generality of B.8.1, the NGC may reject any bids based on an unfavourable assessment of:
 - B.8.2.1** The adequacy of the tendered price to permit the work to be carried out and, in the case of a tender providing unit prices or a combination of lump sum and unit prices, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - B.8.2.2** The Proponent's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the contract.



- B.8.2.3** The Proponent’s performance on other contracts.
- B.8.3** In assessing the Bidder’s performance on other contracts pursuant to B.8.2, the NGC may consider, but not be limited to, such matters as:
 - B.8.3.1** The quality of services provided by the Proponent;
 - B.8.3.2** The Proponent’s capacity to respect timelines; and
 - B.8.3.3** The Proponent’s overall management and it’s effect on the level of effort demanded of the NGC and its representatives.
- B.8.4** The NGC may reject a bid where any of the following circumstances is present:
 - B.8.4.1** The Proponent, or any employee or subcontractor included as part of the Bid, has been convicted under Section 121 (“Frauds on the Government” & “Contractor subscribing to election fund”) or 124 (“Selling or purchasing office”) or 148 (“Selling defective stores to Her Majesty”) of the Criminal Code;
 - B.8.4.2** The Proponent’s bidding privileges are suspended or are in the process of being suspended;
 - B.8.4.3** The bidding privileges of any employee or subcontractor included as part of the Bid have been suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Tender, or the portion of the services that the employee or subcontractor is to perform;
 - B.8.4.4** With respect to current or prior transactions with the Government of Canada:
 - B.8.4.4a)** The Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - B.8.4.4b)** Evidence, satisfactory to the NGC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees or any subcontractor included as part of its Tender;
 - B.8.4.4c)** The NGC has previously exercised or intends to exercise the contractual remedy of taking the work out of the Contractor’s hands



with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its Bid; or

B.8.4.4d) The NGC determines that the Proponent’s performance on other contracts, including the efficiency and workmanship as well as the extent to which the Proponent executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

B.8.5 Where the NGC intends to reject a bid pursuant to a provision of clause B.8.4, other than sub clause B.8.4.2, the NGC will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, prior to making a final decision on the Tender rejection.

B.9 MARKING THE CONFIDENTIALITY OF PROPONENT’S INFORMATION

All information regarding the terms and conditions, financial and/or technical aspects of the proponent’s proposal, which in the Proponent’s opinion, are of a proprietary or confidential nature **shall (M)** be clearly marked “**PROPRIETARY**” or “**COMPANY CONFIDENTIAL**” at each relevant item or page or in a statement covering the entire proposal. The Proponent **shall (M)** clearly identify any proprietary or confidential information as such and specify the desired treatment of such proprietary or confidential information.

END OF SECTION B



SECTION C: 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 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

END OF SECTION C



SECTION D: FINANCIAL PROPOSAL

D.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, #**NGC110723**. 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 D.2.3 of this RFQ document.

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

Signature: _____
Authorized Representative

Name & Title of Authorized Representative (Please Print)

Signature: _____
Authorized Representative

Name & Title of Authorized Representative (Please Print)

Signature: _____
Witness

Dated at _____
City Province

This _____ day of _____, 2017



D.2 **GENERAL AGREEMENT**

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

- D.2.1** That the Period of Contract will commence on such date as the National Gallery of Canada shall set by notice in writing.
- D.2.2** That this RFQ supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed RFQ;
- D.2.3** That this Offer may not be withdrawn for a period of **60 days** following the RFQ closing date and time; however, this 60 day period shall be extended to 90 days upon written request by the National Gallery of Canada.
- D.2.4** If, for any reasons, the National Gallery of Canada does not receive, **within 15 calendar days**, of receipt by the Proponent, the signed Contract documents, executed by the successful Proponent and the Insurance, the National Gallery of Canada may accept another offer.
- D.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.8

D.3 **DESCRIPTION OF PRICING**

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

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

- Shipping/Delivery to NGC
- 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

D.3.2 All pricing **shall (M)** be:

- Expressed in Canadian dollars
- All prices are to be DDP (Delivered Duty Paid)
- Exclude applicable taxes



D.4 FINANCIAL PROPOSAL

Please provide your price to provide the goods described, not including taxes.

EQUIPMENT LIST	QUANTITY	UNIT PRICE	EXTENDED PRICE
PHASE ONE 1Q3 100MP DIGITAL BACK	1		
PHASE ONE XF CAMERA BODY	1		
PHASE ONE SCHNEIDER-KREUZNACH 80MM LS 2.8 BLUE RING	1		
PHASE ONE SCHNEIDER-KREUZNACH 120MM LS MACRO 4.0 BLUE RING	1		
PHASE ONE XF POWER SUPPLY 73131	1		
STARTECH USB 3.0 POWERED REPEATER EXTENSION CABLE USB3AAEXT5M	1		
DIGITAL TRANSITIONS - ISA GOLDEN THREAD OBJECT - LEVEL KIT W/ 3 OBJECT LEVEL TARGETS	1		
PHASE ONE - CAPTURE ONE CULTURAL HERITAGE	1		
DT PHOTON XL LED LIGHTS - 38" (SET OF TWO)	1		
MANFROTTO AVENGER 20" C-STAND BLACK	2		
B+W 72MM CIRCULAR POLARIZER MRC	1		
B+W 86MM CIRCULAR POLARIZER MRC	1		
ROSCO 7300 POLARIZING GEL - ROLL 17" x 10'	1		
EIZO COLOREdge CG247X	2		
KAISER RSP 2MOTION COPY STAND 5710	1		
PHASE ONE CH 9970 - FILM CAPTURE STAGE	1		
PHASE ONE SCANNING LIGHTBOX "PROLITE SCAN SC"	1		
PHASE ONE 9951 35MM FILM HOLDER	1		
PHASE ONE 9952 120 FILM HOLDER	1		
PHASE ONE 9954 4x5 FILM HOLDER	1		
PHASE ONE 9964 GLASS PLATE HOLDER	1		
PHASE ONE 9968 35MM SLIDE HOLDER	1		
INSTALLATION & TRAINING	1		
TOTAL COST			

END OF SECTION D



SECTION E: FORMS

E.1 COMPANY INFORMATION

TENDER TO: NATIONAL GALLERY OF CANADA

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

The undersigned Proponent, hereby offers to the National Gallery of Canada to furnish all labour, materials, tools and equipment necessary for the performance of the contract services, and, to carry out in a careful and workmanlike manner the services described in Section C, Scope of Services of this RFQ Document.



E.2 ACCEPTANCE AND COMPLIANCE WITH CONDITIONS

I/WE

Legal Name of Proponent

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

- ✓ Section A – Bidders Instructions and Information
- ✓ Section B – Tender Preparation Instructions
- ✓ Section C – Scope of Services
- ✓ Section C – Contract Agreement and Conditions
- ✓ Section D – Financial Proposal
- ✓ Section E – Forms
- ✓ Specifications documents, if any issued by NGC
- ✓ Confirm that the following Addenda form part of the RFQ, including any resulting contract

Completion of the table below will ensure to the NGC that you have received and factored this information into your Tender total. Notwithstanding any other provision in this RFQ, the NGC retains the discretion to contact Bidders after bid submittal with respect to any failure to list Addenda so as to obtain confirmation that all Addenda have been addressed in the proposal. Failure to provide the requested confirmation within the time stipulated by the NGC when such a request is made **shall (M)** result in the disqualification of the proposal.

Number	Date Issued



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

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

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

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

Signature

Date

**E.3 MANDATORY REQUIREMENTS AND COMPLIANCE CHECKLIST FOR PROPONENTS
(Have you included the following in your Tender Package?)**

SECTION	DESCRIPTION OF DOCUMENTS TO INCLUDE WITH BID	COMPLIANT		
		YES	OR	NO
Section A.8 D.2.5 c)	Does Joint Venture apply to your firm? If yes, have you included proper information?			
Section A.6.1b) B.1.1	Have you included completed Section E, Forms (including E.3 – Addenda)?			
Section A.6.1c) B.1.2	Have you included completed Section D, Financial Proposal ?			

END OF SECTION E

END OF THE RFQ DOCUMENT – NGC110723