

REQUEST FOR QUOTATION

FOR

RETAIL BAGS FOR THE BOUTIQUE

AT

THE NATIONAL GALLERY OF CANADA

JULY 2017



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SECTION A: PROPONENTS’ 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 Services and Procurement Canada (PSPC) Buy and Sell Website. (www.buyandsell.gc.ca)

ACTIVITIES	DATES
Last Day for Questions (Questions received after this time will not be answered)	July 25, 2017 at 11:00 AM EDT
<u>Closing Date for Submission of Bids</u>	August 8, 2017 at 2:00 PM EDT

A.1 INTRODUCTION

The National Gallery of Canada Boutique (NGCB) has designed a new line of packaging for its Boutique and is seeking a qualified firm that has proven experience in the retail packaging industry, specifically in the field of coordinated retail programs for high end retailers, to manufacture its new line.

The National Gallery of Canada was founded in 1880 and its present-day building was opened 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, boutique, 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 Proponent 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 “**Proponent(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 Proponents **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.

A.3 **LOCATION OF REQUIREMENT**

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

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

A.4 **PERIOD OF CONTRACT**

A.4.1 The period for this Contract will commence upon contract signature, approximately **September 15, 2017**, and will end **August 31, 2018**.

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

A.4.3 **Renewal of contract**

The NGC reserves the right to renew and negotiate the contract for any additional terms consisting of a period of one year up to 4 years ending no later than August 31, 2022.

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

A.4.4 The Contractor hereby grants to the National Gallery of Canada the option to extend the period of the contract and to require the Contractor to continue to provide the services detailed herein, in accordance with the terms and conditions contained herein.



A.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.

NGC reserves the right to amend, delete or add to this RFQ and all general terms, conditions, instructions, appendices, clauses and all addenda identified in the bid solicitation. Any amendments, deletions or additions will be posted to the Public Services and Procurement Canada (PSPC) Buy and Sell website <https://buyandsell.gc.ca/>. It is the responsibility of Proponents to refer to that website.

A.5.2 By submitting a bid, the Proponent agrees to be bound by the general terms, conditions, instructions, appendices, clauses and all addenda set out or otherwise incorporated by reference herein. The Proponent is not permitted to amend or delete these requirements, including being amended by the addition of a new provision or conditions. The inclusion by the Proponent of new provisions or conditions that may have the effect of derogating from the original NGC terms and conditions may result in NGC disqualifying the bid.

A.5.3 NGC reserves the right to ask the next qualified Proponent to take over the Contract in the event that the successful Contractor cannot fulfill the requirements of this Contract for any reason as determined by NGC, including, but not limited to:

- a) The Proponent 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;
- b) If the National Gallery of Canada does not receive the signed Contract and any other required documents from the Proponent pursuant to the Contract, **within fifteen (15) calendar days** of the delivery of the Contract to the successful Proponent for signature.
- c) If the contractor's performance on the Contract merits the activation of NGC's General Condition clause CG29 – Termination Due to Default of the Contractor (Section E – Appendix A).

A.6 MANDATORY REQUIREMENTS

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

- a) The Proponents **must (M)** submit the responses required as indicated in **Section D – Evaluation and Selection Criteria**;
- b) The Proponents **must (M)** submit all of **Section G – Forms**;



- c) Proponent **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 itemized in A.6.1 a) through c) **must (M) be submitted** with your bid.

A.6.2 Proponents must (M) have:

- a) Obtained their RFQ package from the Public Services and Procurement Canada (PSPC) Buy and Sell website <https://buyandsell.gc.ca/>
- b) Review all replies to enquiries or amendments to the RFQ that are posted to the Public Services and Procurement Canada (PSPC) 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 **July 25, 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 Proponents, 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.
- Replies to enquiries/questions will be posted to the Public Services and Procurement Canada (PSPC) Buy and Sell website <https://buyandsell.gc.ca/>. It is the responsibility of Proponents to refer to that website.
- 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** Proponents **shall (M)** promptly examine all documents comprising this RFQ and **shall (M)** report any errors, and seek clarification of apparent errors, ambiguities or other problems by **July 25, 2017 by 11:00 am (EDT)**.



A.7.6 It is the Proponent'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 Proponent.

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 requirements:

- 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 approval and any other necessary approvals to proceed with the described work.

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

A.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 or the Contract. Participants in this process should clearly indicate **"Confidential"** on items considered to be company confidential or proprietary information.



- A.11.4** All information pertaining to the National Gallery of Canada obtained by the Proponent as a result of participation in this project is confidential and **must not (M)** be disclosed without a written consent from the National Gallery of Canada.
- A.11.5** The successful Proponent and their employee(s) assigned to work at NGC pursuant to the Contract will be asked to sign a *Confidentiality Agreement* upon signature of contract. 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 by the Contractor and assigned employee(s) and given to the responsible NGC Project Officer before work can be assigned to the selected Contractor.
- A.11.6** Unsuccessful Proponents **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 RIGHTS OF NGC

NGC reserves the right to:

- a) reject any or all bids received in response to the bid solicitation;
- b) cancel and / or reissue this RFQ at any time; the National Gallery of Canada will not assume liability for any response preparation costs whatsoever.
- c) enter into negotiations with Proponents on any or all aspects of their bids;
- d) accept any bid in whole or in part without negotiations;
- e) make changes to this RFQ, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the RFQ closing date. The National Gallery of Canada may do so without incurring any liability whatsoever to any of the Proponents.



- f) if no responsive bids are received and the requirement is not substantially modified, reissue the RFQ by inviting only the Proponents who bid to resubmit bids within a period designated by NGC; and,
- g) Negotiate with the sole responsive Proponent to ensure best value to NGC.

A.13 **EVALUATION OF BIDS**

A.13.1 Review of Technical Proposal

- a) The Technical Proposal will be reviewed to ensure it fulfills all mandatory requirements, as stated in **Section A.6**. Any response that fails to meet any of the mandatory requirements of the RFQ 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 Proponent. Signature indicates the Proponent's full acceptance and compliance with the mandatory conditions contained in this RFQ.
- b) It is the Proponent's responsibility to ensure that the contact names and numbers and email address for references supplied in relation to Project Profile Requirements and Resume Requirements are valid and all other information supplied is accurate. NGC may, at its sole discretion, contact Proponent's references, but is under no obligation to do so. The failure of a reference to respond to NGC's enquiries may result in the project for which the reference was provided not being considered by NGC as part of the evaluation. This may result in a deduction of points or non-compliance. It is the responsibility of the Proponent to ensure that its references respond to NGC's enquiries within 3 business days of those enquiries being made and provide information satisfactory to NGC to verify the information provided in the Proponent's bid. Where a reference is not able to verify the information provided in a bid or otherwise states that the information provided in the bid is not accurate, NGC may rely on such information to assess whether the project meets the Project Profile Requirements and Resume Requirements and/or deduct points from the Proponent's score.

A.13.2 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.13.3 Conditions of Proposal Evaluation and Contract Award

- a) The Proponent must ensure that the subcontractors, manufacturers, 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 may not be accepted and may result in NGC awarding the contract to the next most qualified Proponent, surrender of bid bond or termination of the Contract due to default of the Contractor.
- b) 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.
- 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 RFQ.
- 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 RFQ.
- e) If less than (3) Proponents qualify, NGC reserves the right to cancel the RFQ.
- f) NGC reserves the right to cancel the RFQ for any reason.

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 Proponent.



A.15 NOTIFICATION OF CONTRACT AWARD AND DEBRIEFING

- A.15.1** Once the successful Proponent and the National Gallery of Canada has executed a contract, the National Gallery of Canada will make available to all Proponents the name of the successful Proponent.

- A.15.2** The National Gallery of Canada will be able to provide a debriefing of the Proponent's proposal to unsuccessful Proponents (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 Proponent information and include the words “Evaluation Documents”.

Envelope #1 is to include the following:

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

Additionally, Proponents must provide electronic copies of the above noted documents in electronic format on a USB drive.

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

The exterior of the envelope **must (M)** be fully identified with Proponent information and include the words “Financial Proposal”.

Envelope #2 is to include the following:

1. Completed Section F – Financial Proposal

Proponents **must (M)** submit in hard copy **one (1) original** document (bearing original signature where/if applicable).

Important: Do not place a copy of the Financial Proposal on a USB drive – submit the original on paper only.



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

B.2.1 Bids **shall (M)** be delivered **ONLY** to the address specified below. This address is for the sole purpose of receiving Tenders.

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

B.2.2 All bids **must (M)** be:

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

B.2.3 All Tenders **must (M)** be delivered to the address specified above, before the closing date and time as specified, unless subsequently amended by the NGC.

Closing Date: **August 8, 2017**
Time: **2:00 pm EDT**

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 NGC **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 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. The addition of space to provide the required information is not considered a change of form as long as the information is presented in a form that is identical to the Tender forms; 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, or Amendments 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 RFQ 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 who sign 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, and any Addenda or Amendments that may be issued by NGC, contain the entire requirements relating to the Tender. Other representations, information and/or documentation provided to or obtained by the Proponent from any source prior to the date of this Tender shall have no force or effect in relation to this Tender.

B.5 AMENDMENTS TO PROPONENT'S TENDER

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



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

B.6 **WITHDRAWAL OF BID**

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

B.7 **APPLICABLE TAXES**

- B.7.1** Bids **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.

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 Bids.
- B.8.2** Without limiting the generality of B.8.1, 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 Proponent's performance on other contracts pursuant to B.8.2, the NGC may consider, but not be limited to, such matters as:

B.8.3.1 The quality of services provided by the Proponent;

B.8.3.2 The Proponent's capacity to respect timelines; and

B.8.3.3 The Proponent's overall management and its effect on the level of effort demanded of the NGC and its representatives.

B.8.4 The NGC may reject a bid where any of the following circumstances is present:

B.8.4.1 The Proponent, or any employee or subcontractor included as part of the Bid, has been convicted under Section 121 ("Frauds on the Government" & "Contractor subscribing to election fund") or 124 ("Selling or purchasing office") or 418 ("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 by the Department of Public Services and Procurement Canada or any other Department or Agency of the Government of Canada;

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 by the Department of Public Services and Procurement Canada or any other Department or Agency of the Government of Canada, 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



or terminating a contract for default with respect to a Contract with the Proponent, any of its employees or any subcontractor included as part of its Bid; or

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

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

B.9 MARKING THE CONFIDENTIALITY OF PROPONENT’S INFORMATION

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

END OF SECTION B



SECTION C: SCOPE OF SERVICES

C.1 PROJECT SUMMARY

The National Gallery of Canada Boutique (NGCB) has designed a new line of packaging for its Boutique and is seeking a qualified firm that has proven experience in the retail packaging industry, specifically in the field of coordinated retail programs for high end retailers, to manufacture its new line.

C.2 BACKGROUND

The National Gallery of Canada is a Crown corporation of the Government of Canada renowned for its exceptional collection and for its scholarship of fine art. The Gallery houses the nation's collection of fine art and along with safeguarding this collection; it makes these works accessible to the general public through an extensive exhibition program. The National Gallery of Canada is recognized as a leader in the national and international art museum communities. The Gallery receives approximately 300,000 visitors each year.

The National Gallery of Canada's Boutique offers an extensive range of art-related products including; books, posters, stationery, decorative accessories, jewellery and toys for children. Completely redesigned in 2016 by Lumsden Design Studio – the U.K. firm behind the retail stores at the MoMA, the British Museum and the Tate Modern – the Boutique stands out with its open-concept floorplan, Canadian-inspired fixtures, and a look that echoes the Gallery's distinctive architecture.

C.3 REQUIREMENTS

Proponents are to provide all-inclusive pricing for each of the option groups outlined below (A, B, C, D & E). The NGC will exercise one of the options, and may at its discretion pursue additional options.

Option A: Three Sizes of Poly Bags (NOT BIODEGRADBLE)

Polythene bag with die cut handle

Material: White poly 1.9 MIL (NOT biodegradable)

Printing: 3 Pantone colours printed on front, back and sides of bag

Different artwork on front (English), back (French) and sides of bag

Artwork bleeds right to the edge

Artwork: See Appendix C - Retail Bag Design Concept

Size Small: 9"W x 11.5"H x 2" BG

Quantity: 10,000, 20,000 and 30,000



Size Medium: 15" W x 18" H x 4" BG
Quantity - 10,000, 20,000 and 30,000

Size Large: 20" W x 20" H x 4" BG
Quantity - 10,000, 20,000 and 30,000

Option B – Three Sizes of Poly Bags (OXO-BIODEGRADABLE)

Polythene bag with die cut handle
Material: Biodegradable White poly 1.9 MIL
Printing: 3 Pantone colours printed on front, back and sides of bag
Different artwork on front (English), back (French) and sides of bag
Artwork bleeds right to the edge
Artwork: See Appendix C - Retail Bag Design Concept

Size Small: 9"W x 11.5"H x 2" BG
Quantity: 10,000, 20,000 and 30,000

Size Medium: 15" W x 18" H x 4" BG
Quantity - 10,000, 20,000 and 30,000

Size Large: 20" W x 20" H x 4" BG
Quantity - 10,000, 20,000 and 30,000

Option C: "Small" Reusable Bags

Reusable Bag with fold over top - no reinforcement
Material: PP non-woven white
Finish: Matte lamination
Trim: colour PP non-woven material - no lamination
Handles: PP non-woven material – colour - no lamination - cross stitched to bag on fold over area
Printing: 3 Pantone colours printed on front, back and sides of bag
Different artwork on front (English), back (French) and sides of bag
Artwork bleeds right to the edge
Artwork: See Appendix C - Retail Bag Design Concept

Size Small: 8"W x 10"H x 3.5"SG/BG
Quantity: 10,000, 20,000 and 30,000
Material: 75 gsm PP non-woven + 30 gsm lamination = total of 105 gsm
Handles: 1"W x 18"L edge to edge



Option D: "Large" Reusable Bags

Reusable Bag with fold over top - no reinforcement

Material: PP non-woven white

Finish: Matte lamination

Trim: colour PP non-woven material - no lamination

Handles: PP non-woven material – colour - no lamination - cross stitched to bag on fold over area

Printing: 3 Pantone colours printed on front, back and sides of bag

Different artwork on front (English), back (French) and sides of bag

Artwork bleeds right to the edge

Artwork: See Appendix C - Retail Bag Design Concept

Size Large: 14.5"W x 15.75"H x 6.5" SG/BG

Quantity: 10,000, 20,000 and 30,000

Material: 90 gsm PP non-woven + 30 gsm lamination = total of 120 gsm

Handles: 1"W x 26"L edge to edge

Option E: "Small & Large" Reusable Bags

Reusable Bag with fold over top - no reinforcement

Material: PP non-woven white

Finish: Matte lamination

Trim: colour PP non-woven material - no lamination

Handles: PP non-woven material – colour - no lamination - cross stitched to bag on fold over area

Printing: 3 Pantone colours printed on front, back and sides of bag

Different artwork on front (English), back (French) and sides of bag

Artwork bleeds right to the edge

Artwork: See Appendix C - Retail Bag Design Concept

Size Small: 8"W x 10"H x 3.5"SG/BG

Quantity: 10,000, 20,000 and 30,000

Material: 75 gsm PP non-woven + 30 gsm lamination = total of 105 gsm

Handles: 1"W x 18"L edge to edge

Size Large: 14.5"W x 15.75"H x 6.5" SG/BG

Quantity: 10,000, 20,000 and 30,000

Material: 90 gsm PP non-woven + 30 gsm lamination = total of 120 gsm

Handles: 1"W x 26"L edge to edge



As part of the bid submission, proponents **must (M)** supply a minimum of 3 sample bags of completed projects, **for each option**, as similar as possible to the bags mentioned above, to demonstrate quality of execution.

The successful proponent **will (M)** supply a pre-production sample of the printed bag for review and make any necessary changes as directed prior to proceeding with the final print run. A second pre-production sample may be required.

The successful proponent **will (M)** supply a detailed timeline of the proposed production schedule as well as all costs associated with this project including plate charges and delivery (F.O.B. Ottawa, Ontario).

The overall quality of the final manufactured bags is of utmost importance to the client. In an industry whose primary centres are off-shore, the client recognizes that advanced technologies & thresholds for production & execution may only be possible in working with international suppliers. This being said, should the proponent be able to identify a Canadian source/supplier with equivalent capacities, five (5) bonus points will be added to the overall technical score.

Expected Outcome:

The NGC would expect to receive a perfectly executed new line of packaging for use in its Boutique.

C.4 WARRANTY

Bags must arrive in good condition with no defects in printing or substandard quality.

C.5 COPYRIGHT AND INTELLECTUAL PROPERTY

The National Gallery of Canada retains full copyright/reproduction rights on all camera ready artwork produced in response to this RFQ. The use of these on work other than this contract without permission of the NGC is prohibited.

C.6 NGC QUESTIONS

The following questions **must (M)** be addressed in Proponents submission

C.6.1 Will this project be contracted out to a manufacturer or does your company have facilities in Canada or abroad?

C.6.2 In regards to Option B, please specify the shelf life of the biodegradable bags and your company policy, including warranties, that are in place should the bags deteriorate prior to their expiration date?



C.7 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 Evaluation Committee will evaluate proposals. The Evaluation Committee will be composed at a minimum of the NGC Project Officer, and the Contracting Authority. At the NGC’s discretion, other qualified individuals may be invited to participate in the evaluation. Decisions as to the degree to which a proposal meets the requirements of this RFQ are within the exclusive judgment of the Evaluation Committee.

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

D.2 EVALUATION

Proponents are hereby advised that failure to provide all of the information and documentation, to the degree specified in the RFQ and in the format indicated, may result in their Proposal being 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 EVALUATION PROCESS

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

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

Evaluation Process:

- | | |
|------------|--|
| Step One | Ensuring the Proponent has submitted all mandatory (M) information and documents described in the RFQ (Section A.6) |
| Step Two | Technical Proposal |
| Step Three | Financial Proposal |



Proponents **must (M)** obtain the minimum number of points, as specified in paragraphs D.3.1 to D.3.2, in order to move forward to the next step. Proponents who have succeeded in passing all three steps will then be ranked according to their total points earned. The Proponent with the highest points earned will become the successful Proponent.

D.3.1 Step One: Mandatory Requirements

In Step One of the evaluation process, all bids **will be (M)** inspected for their compliance to the **mandatory (M)** requirements as per **Section A.6**. Any bid that fails to meet any of the mandatory requirements of the RFQ **will be (M)** deemed non-responsive and **will not (M)** be considered further.

The RFQ 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 the provisions set out in the RFQ. Proponent **must (M)** have an authorized signatory from their firm fill out, sign and send requested Tender documents indicating their full acceptance of, and compliance with, the provisions set out in the RFQ.

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

D.3.2 Step Two: Evaluation of Technical Proposal

D.3.2.1 Experience

Bidders must (M) identify three (3) relevant projects substantially completed/completed within the last five (5) years. Higher scores will be awarded for projects relevant to the scope of this project.

Please supply information in the following format:

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.3.2.2 Work Plan

The work plan is to include the following information: Plan development, tasks, time frame, description and estimated completion date.

Proponents should explain their project management approach, project tracking, cost control, time management, quality control methods and country of manufacture.

D.3.2.3 Samples

Proponents **must (M)** supply a minimum of 3 sample bags of completed projects, as similar as possible to the bags described in Section C, to demonstrate quality of execution. Samples **must (M)** be provided for each option listed in Section C.

D.3.2.4 Awarding of Points/Scoring

Each Bid will be assessed on its content in terms of providing responsive information, completeness and the extent to which proposed project team members meet or exceed experience requirements and the extent to which the projects identified in Project Profiles are assessed by the Evaluation Committee as being comparable to the Work required. Each Bid will also be assessed on the basis of its physical presentation (professionalism, easy to follow, clear and concise information, etc.). To the extent to NGC exercises its discretion to contact references with respect to any bid or any project profile identified in any bid, NGC may take the information provided by the reference in assessing that bid.

D.3.2.5 Evaluation Grid

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

Rated Requirements		Available Points
D.3.2.1	Experience	40
D.3.2.2	Work Plan	25
D.3.2.3	Samples	30
D.3.2.4	Presentation	5
TOTAL		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 Step Two.



**D.3.3 Step Three: Evaluation of the Financial Proposal
(Maximum 30 points)**

After successful completion of the Steps One through Two consecutively, the *Financial Proposal* received from the Proponents will be opened and evaluated.

The evaluation of proposals shall be done as follows:

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

Example (for illustrative purposes only):

Proposal "A" Total Cost = \$130,000

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

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

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

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

Therefore, the score awarded to Proposal B would be:
 $(\$130,000 \div \$142,500) \times 30 = 27.3$ points

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

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. In addition, this RFQ and the Contractors Bid form part of this Contract. If there is a conflict within the RFQ the order of priority of documents, from highest to lowest, shall be:

1. Appendix A and titled "NGC General Conditions",
2. NGC111725 – Request for Quotation (RFQ),
3. The Appendices:
 - a. Appendix B Confidentiality Agreement
 - b. Appendix C Retail Bag Design Concept
4. Technical specifications,
5. Material and finishing schedules, and
6. The Drawings:
 - a. Drawings of larger scale shall govern over those of smaller scale of the same date.
 - b. Dimensions shown on Drawings shall govern over dimensions scaled from Drawings.
 - c. Later dated documents shall govern over earlier documents of the same type.



APPENDIX A – NGC GENERAL CONDITIONS

The full details of NGC Terms and Conditions are available electronically by using the following link:

English: https://www.gallery.ca/sites/default/files/termsandconditions_english.pdf

French: https://www.beaux-arts.ca/sites/default/files/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 Proponent has reviewed the Conditions of Appendix A.

The following *Table of Contents* is offered for information purposes only to the Proponent, 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

Add the following paragraphs to GC15:

15.7 In order to support any increase to the cost of the Work the CONTRACTOR shall provide detailed backup documentation satisfactory to the NGC Authority.

15.7.1 Such documentation shall clearly identify any markup for overhead and profit, which shall not exceed 5%.

15.7.2 Such documentation shall also clearly identify any markup for overhead and profit of any subcontractor or subtrades, of which no more than 5% may be passed onto the CORPORATION.

GC16. Public Ceremonies and Signs

GC17. Suspension of Work

In GC 17.3, replace the phrase "plus a fair and reasonable profit on those costs" with "plus an amount for profit, which shall conform with the provisions of GC 15.7".

GC18. Warranty and Rectification of Defects in Work

GC19. Time of Essence

In GC 19.1 replace "provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the Museum" with the following:



“provided that notice in writing is given to the Museum within ten (10) days of the occurrence causing or likely to cause such delay. The CONTRACTOR shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the CORPORATION. Any request for increase in the cost of the Work must comply with the provisions of GC 15.”

Add the following paragraph to GC19:

Under no circumstances shall the CONTRACTOR be entitled to an increase in the cost of the Work for delay should the delay be in whole or in part caused by a concurrent delay.

- 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 Proponent 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 – CONFIDENTIALITY AGREEMENT

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



CONFIDENTIALITY AGREEMENT

/ CONVENTION DE CONFIDENTIALITÉ

I, _____, the undersigned, an employee of _____ (the “Company”), hereby acknowledge that any and all information or data (“Information”) relating in any way to the business of the National Gallery of Canada (“NGC”) which is provided to me by the NGC in writing and verbally or which I become privy to during a site visit, or through the course of my work, is strictly confidential and the release of such information to any third party in any way may cause irreparable harm to the NGC.

THEREFORE, on behalf of myself and/or the Company, I agree that, in the absence of a written specific consent of an Officer of the NGC:

- (a) I and/or the Company will not disclose the Information to any person other than those designated by the NGC.
- b) I and/or the Company will not provide any opinion or comments to the Media about any aspect of NGC work, or events.
- (c) I and/or the Company will not use for my /its own purposes or for any other purposes other than those of the NGC, the information.
- (d) I and/or the Company will not copy any information except as may be needed to satisfy the processing requirements of the NGC and any such copies created will be either destroyed upon completion of those requirements or disposed of in accordance with instructions provided to me and/or the Company by the NGC.
- (e) I and/or the Company hereby agree that information which shall be gained while carrying out the requirements of

Je soussigné(e), _____, un(e) employé(e) de _____ (la “Compagnie”), reconnais par les présentes le caractère strictement confidentiel de toute information ou donnée (“information”) se rapportant de quelque façon que ce soit aux activités du Musée des Beaux-arts du Canada (le “MBAC”) et que celle-ci me fournit par écrit ou oralement ou dont je prends connaissance au cours d’une visite du site ou durant mon travail sur le site. Je reconnais en outre que toute forme de communication d’une telle information à un tiers peut causer un préjudice irréparable au MBAC.

PAR CONSÉQUENT, au nom de la Compagnie et/ou en mon nom, je conviens que, sauf avec le consentement spécifique, par écrit d’un agent du MBAC, la Compagnie et/ou moi :

- a) ne communiquerons l’information qu’aux personnes qui sont désignées par MBAC;
- b) ne répondrons à aucune question pouvant être posée par des médias.
- c) n’utiliserons pas l’information à nos propres fins ni à aucunes fins autres que celles du MBAC;
- d) ne reproduirons pas l’information, sauf si cette reproduction peut être nécessaire pour satisfaire aux conditions du MBAC concernant le traitement, et les copies produites seront soit détruites une fois ces conditions remplies soit aliénées conformément aux directives que le MBAC m’aura données ou aura données à la Compagnie;
- e) convenons que l’information qui sera acquise au moment où les conditions du MBAC auront été satisfaites doit être protégée de la même manière que le sont mes propres



the NGC shall be safeguarded in the same manner as my own trade secrets are safeguarded and such confidential information shall be held in trust for the benefit of the NGC.

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

Signature: _____

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

Company/
Compagnie: _____

Address: _____

secrets commerciaux et que cette information confidentielle sera conservée au bénéfice du MBAC;

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

Witness / Témoin

Signed at / Fait à _____, this / le _____
_____.

End of Appendix B – Confidentiality Agreement

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, #**NGC111725**. 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 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



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 RFQ supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed RFQ.
- F.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.
- F.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, 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.8

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 Delivered Duty Paid (DDP)
- Exclude applicable taxes



F.4 FINANCIAL PROPOSAL

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

Description		Cost
Option A: Poly Bags (Not Biodegradable)		
<u>Size Small: 9"W x 11.5"H x 2" BG</u>		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
<u>Size Medium: 15" W x 18" H x 4" BG</u>		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
<u>Size Large: 20" W x 20" H x 4" BG</u>		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
Option B: Poly Bags (Oxo-Biodegradable)		
<u>Size Small: 9"W x 11.5"H x 2" BG</u>		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
<u>Size Medium: 15" W x 18" H x 4" BG</u>		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
<u>Size Large: 20" W x 20" H x 4" BG</u>		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
Option C: "Small" Reusable Bags		
<u>Size Small: 8"W x 10"H x 3.5" SG/BG</u>		
Quantities	10,000	\$
	20,000	\$
	30,000	\$



Description		Cost
Option D: "Large" Reusable Bags		
<u>Size Large:</u> 14.5"W x 15.75"H x 6.5" SG/BG		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
Option E: "Small & Large" Reusable Bags		
<u>Size Small:</u> 8"W x 10"H x 3.5" SG/BG		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
<u>Size Large:</u> 14.5"W x 15.75"H x 6.5" SG/BG		
Quantities	10,000	\$
	20,000	\$
	30,000	\$
Shipping and Duties		\$

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

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



G.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 – Proponents Instructions and Information
- ✓ Section B – Tender Preparation Instructions
- ✓ Section C – Scope of Services
- ✓ Section D – Evaluation and Selection Criteria
- ✓ Section E – Contract Agreement and Conditions
- ✓ Section F – Financial Proposal
- ✓ Section G – Forms
- ✓ Specifications documents, if any issued by NGC
- ✓ 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 Proponents 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 E, in their entirety, unmodified, as they appear; **and**
- b) That the documents comprising this Tender will not be amended or deleted in anyway, including being amended by the addition of a new provision that may have the effect of derogating from an original mandatory provision.

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

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

Signature

Date

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

SECTION	DESCRIPTION OF DOCUMENTS TO INCLUDE WITH BID	COMPLIANT	
		YES	OR NO
Section A.8 F.2.5 c)	Does Joint Venture apply to your firm? If yes, have you included proper information?		
Section A.6.1a) B.1.1	Have you included all requirements as stated in Section D, Evaluation and Selection Criteria ? And have you included one signed original, 2 photocopies and one copy on USB?		
Section A.6.1b) B.1.1	Have you included one signed original and one copy on USB of completed Section G, Forms ?		
Section A.6.1c) B.1.2	Have you included one signed original on paper of Section F, Financial Proposal in a separate envelope?		

END OF SECTION G

END OF THE RFQ DOCUMENT – NGC111725