

REQUEST FOR QUOTATIONS

FOR

MEDIA MONITORING SERVICES

AT

THE NATIONAL GALLERY OF CANADA

JANUARY 2018



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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)	January 25, 2018 at 11:00 AM EST
<u>Closing Date for Submission of Bids</u>	February 9, 2018 at 2:00 PM EST

A.1 INTRODUCTION

This Request for Quotations (RFQ) is directed to qualified Proponents to provide media monitoring services for the National Gallery of Canada (NGC).

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

A.2 DEFINITIONS

A.2.1 In this 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 DESCRIPTION OF REQUIREMENT

The requirements to be satisfied by the successful Contractor are specified in **Section C** of this document. The successful Contractor **will (M) (Mandatory)** provide these services for the following site:

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

A.4 PERIOD OF CONTRACT

A.4.1 The period for this Contract is **March 1, 2018** and **ending March 31, 2019**.

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 Proponent 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 2 years ending no later than March 31, 2021.

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



A.5 **CONTRACT CLAUSES, TERMS AND CONDITIONS OF TENDER**

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

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 lowest 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 following with the bid:

- 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 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: Danielle Martel E-Mail: dmartel@gallery.ca

A.7.2 All enquiries **shall (M)** be submitted as early as possible within the bidding period. Enquiries must be received by **January 25, 2018 by 11:00 am (EST)**. 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 **January 25, 2018 by 11:00 am (EST)**.
- 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 of 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. All lifts/ladders **must (M)** have non-marking wheels. The Contractor is responsible for any damage incurred due to lack of or improper protection.

A.10 COSTS RELATED TO SOLICITATION PROCESS

A.10.1 All costs and expenses incurred by a Proponent related to attending the Proponents Conference, 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.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 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 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 as part of the Contract will be asked to sign a *Confidentiality Agreement* before being allowed to work on NGC premises. A full copy of the *NGC Confidentiality Agreement* document can be found in **Section E, Appendix B**. It is a condition of work that this form be signed and given to the responsible NGC Project Officer before work can be assigned.
- 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 for secure disposal, at the following address:

National Gallery of Canada
380 Sussex Drive
PO Box 427, Station A
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 company. Signature indicates their 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, or persons, proposed in their proposal will be available at the appropriate time to perform the work as required, and will remain available to perform the work in relation to the fulfillment of the requirement. Since the Evaluation is based, in part, on the experience and qualifications of these named entities, substitution of subcontractors will not be accepted.
- b) The criteria specified in this 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.

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 (M)** 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 be fully identified with Proponent information and include the words "Pricing Offer".

Envelope #2 is to include the following:

1. Completed Section F – Financial Proposal

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

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



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

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

National Gallery of Canada
Curatorial Wing
Staff Entrance Security Desk
380 Sussex Drive
Ottawa, Ontario Canada K1N 9N4
Attn: Danielle Martel – Contracting Authority

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

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

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

Closing Date: February 9, 2018
Time: 2:00pm EST

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

B.2.5 Timely receipt and correct direction of the bids **shall (M)** be the sole responsibility of the Proponent. Postage meter imprints, whether imprinted by the Proponent, the Canada Post Corporation or the postal authority outside Canada, are not acceptable as proof of timely delivery. Misrouting, traffic volume, weather disturbances, labour disputes or other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NGC.

It is also the responsibility of the Proponent to allow sufficient time to obtain custom clearance, where required, before the bid closing date and time.

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

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



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

B.3 **TENDER FORMS**

The Tender shall (M):

- B.3.1 Be submitted on the Tender forms provided in the 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.
- B.3.2 Not be delivered by means of facsimile transmission; **facsimile copies of tenders are not acceptable**;
- B.3.3 Be based on the RFQ documents Sections A, B, C, D, E, F and G.
- B.3.4 Be correctly completed in all respects,
- B.3.5 Be signed in accordance with the signing procedures set out herein; the signature of the signatory shall be an original;
- B.3.6 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.3.7 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) in blue ink. 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 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 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.7.2 Any amount levied in respect of the HST will be billed as a separate item in a progress claim submitted by the Contractor, and will be paid to the Contractor in addition to the amount approved by the NGC for work performed under the contract. The Contractor will be required to remit the appropriate amount to Canada Customs and Revenue Agency in accordance with the applicable legislation.



B.8 **ACCEPTANCE OF TENDER**

- B.8.1 The NGC may accept any Tender, whether it is the lowest or not, or may reject any of all Tenders.

- B.8.2 Without limiting the generality of B.8.1, the NGC may reject any tenders 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 workmanship of the Proponent in performing the work;
 - B.8.3.2 The timeliness of completion of the work, and
 - B.8.3.3 The Proponent's overall management of the work 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 Tender, 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 Tender 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 Work, or the portion of the Work 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 Tendered, any of its employees or any subcontractor included as part of its Tender;
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 Tender 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 fifteen (15) 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 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.

C.2 SCOPE OF SERVICES

National and International media monitoring:

- Media monitoring service for print – major publications, niche publications (visual arts, architecture, design, photography)
- Social and digital media monitoring- Twitter, Facebook, Instagram and blogs
- Broadcast media monitoring- radio, TV
- Monitor English and French media

The Contractor must deliver or provide access to articles and article summaries via the Internet (links), or e-mail, for a period of 2 years after publication. If electronic copies are not available, articles must be scanned and sent electronically. Summaries of articles must be in electronic format.

News articles or article summaries must contain at a minimum:

- Name of publication
- Publication date
- Page number
- Headline
- Byline
- Reach (size of readership, (# of readers, viewers, and listeners)
- Full text of the article or a summary of the article as requested by the Project Authority.

The NGC must have the:

- Ability to access all articles, social media posts and video clips for a period of two years after publication.
- Ability to filter articles by media outlet, country, subject matter and key words

Turnaround Time:

Turnaround times for articles and article summaries will be specified for each resulting requirement. The Contractor must provide upon request a list of sources where the turnaround



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time cannot be met due to geographic location, time zones and delivery methods. The following minimum standards for turnaround times are required:

Description	Deliverable	Turnaround time for issues published Monday through Friday	Turnaround time for issues published on Saturday, Sunday and statutory holidays
Eastern and Central Major Daily Newspapers	Full article and/or article summary	8:30 a.m. the day of publication	8:30 a.m. the following business day
Western Major Daily Newspapers	Full article and/or article summary	11:30 a.m. the day of publication	11:30 a.m. the following business day
Weekly and community newspapers from major centers ¹	Full article and/or article summary	Within 5 days of publication	
Weekly and community newspapers from outside major centers	Full article and/or article summary	Within 7 days of publication	

Measurement:

- Provide monthly statistics and supporting graphs and /or charts that provide insight on coverage received – week over week, month over month and year over year for all platforms (print, broadcast and social media).
- Creation of benchmark reports – how did coverage of one exhibition compare with coverage of another.

Reporting:

- Provide a monthly report, in English only, that summarizes coverage with top three stories on all platforms (print, broadcast and social media), including headlines or quotes from key articles and clips from key broadcast stories.

Databases

- The Contractor must develop a database of media contacts – reporters, bloggers, and key influencers, and provide management of these databases.
- Database is to be provided quarterly
- The Contractor must include any training required, such as to access databases and retrieval of articles.

END OF SECTION C

¹ Major centers include all metropolitan areas of Canada with a population greater than 100,000



SECTION D: EVALUATION AND SELECTION CRITERIA

D.1 EVALUATION COMMITTEE

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

The RFQ 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 the NGC, to provide the necessary information or documentation to the NGC Contracting Authority regarding clarifications. Failure to meet this deadline without the written consent of the NGC **will result (M)** in the proposal being deemed Non-Responsive. This **will (M) not be** an opportunity for Proponents to modify their bid.

D.2 EVALUATION

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, can result in their Proposal to be either judged non-compliant (as in the case of **Mandatory (M)** items), or result in minimal, or in no points being awarded (as in the case of rated requirements).

The Pricing Offer (Section F) **will (M)** be separated from the Proponent's technical documents of Sections D and G before it is forwarded to the Evaluation Committee for review to ensure an impartial evaluation.

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

D.3 THE NATIONAL GALLERY OF CANADA'S RIGHTS

NGC reserves the right to:

- i) Reject any proposal that does not comply with the stated **Mandatory (M)** Requirements to be met by the Proponents;
- ii) Cancel and / or reissue this RFQ at any time; the National Gallery of Canada will not assume liability for any response preparation costs whatsoever;
- iii) Request clarification or supporting data for any point in the proposal;



- iv) Negotiate with the Proponents subject to the constraints of the mandatory requirements of this RFQ.
- v) The National Gallery of Canada reserves the right to 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.
- vi) All materials submitted by a Proponent in response to any part of this RFQ shall become the sole property of the National Gallery of Canada without payment or liability for payment.

D.4 **EVALUATION PROCESS**

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

Evaluation Process:

- Step One Ensuring the Proponent has submitted of 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.4.1 to D.4.2, in order to move forward to the next step. Proponents who have succeeded in passing all four steps will then be ranked according to their total points earned. The Proponent with the highest points earned will become the successful Proponent.

D.4.1 Step One: Mandatory Requirements

In Step One of the evaluation process, all bids **will be (M)** inspected for their compliance to the **mandatory (M)** requirements as per **Section A.6**. Any bid that fails to meet any of the mandatory requirements of the 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 an original mandatory provision. Proponent **must (M)** have an authorized signatory from their firm fill out, sign and return requested Tender documents indicating their full acceptance and compliance with these mandatory conditions.

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



D.4.2 Step Two: Evaluation of Technical Proposal

D.4.2.1 Experience

Proponents **must (M)** identify three (3) relevant contracts, preferably in a museum or cultural institution, completed within the last five (5) years. Higher scores will be awarded for contracts relevant to the scope and complexity of this project.

Please supply information in the following format:

1. Project description;
2. Date of project (month/year);
3. A description of the scope of work, including objectives;
4. Methodology: include approach and timeline of major milestones;
5. Final Contract Value;
6. Provide the name, phone number and email address of a reference that can confirm that the information above is true.

D.4.2.2 Work Samples

Proponents **must (M)** provide samples of each requirement as stated below.

1. Daily report for:
 - Media monitoring service for print – major publications, niche publications (visual art, architecture, design, photography)
 - Social and digital media monitoring- Twitter, FB, Instagram and blogs
 - Broadcast media monitoring- radio, TV
2. Weekly summary of highlights from print, social and broadcast media.
3. Monthly statistical report of results (supporting graphs that provide insight on coverage received.)

D.4.2.3 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 that the 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.4.2.4 Evaluation Grid

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

Rated Requirements		Available Points
D.4.2.1	Experience	35
D.4.2.2	Work Samples	65
D.4.2.3	Awarding of Points/Scoring	5
TOTAL		105

In order to proceed to Step 3 of the Evaluation Phase, Evaluation of the Financial Proposal, the Proponent must have achieved a minimum 70% (73 points) of points in Step 2.

D.4.3 Step 3: Evaluation of the Financial Proposal (Maximum 30 points)

After successful completion of the Steps One and 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 = \$300,000

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

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:
 $(\$300,000 \div \$425,000) \times 30 = 21.1$ points

The points awarded in Step 3 will be added to the overall points earned in Step 2 to determine the successful candidate.

END OF SECTION D



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

The terms and conditions set out in NGC Articles of Agreement and the following appendices of this document are incorporated into and shall form part of any and all parts of this Contract.

Appendix A	NGC General Conditions
Appendix B	Confidentiality Agreement

APPENDIX A – NGC GENERAL CONDITIONS

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

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 Content* 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
- 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 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 responsible for this document, as identified in Section A.

END OF APPENDIX A



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 at NGC will be required to sign before beginning work at NGC.



CONFIDENTIALITY AGREEMENT



CONVENTION DE CONFIDENTIALITÉ

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

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

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

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

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

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



**Request for Quotations #NGC113374
Media Monitoring Services**

(e) I and/or the Company hereby agree that information which shall be gained while carrying out the requirements of the NGC shall be safeguarded in the same manner as my own trade secrets are safeguarded and such confidential information shall be held in trust for the benefit of the NGC.

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

Signature: _____

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

Company/
Compagnie: _____

Address: _____

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

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

Witness / Témoin

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

END OF APPENDIX B

END OF SECTION E



SECTION F: PRICING OFFER

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, #NGC113374. 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 _____, 2018



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 and the Insurance, the National Gallery of Canada may accept another offer.
- F.2.5** The bid **shall (M)** be signed in accordance with the following requirements:
- a) **“Limited Company”**: If this Tender is made by a Limited Company, the Tender must be signed by duly authorized signing officers of the company in their normal signatures designating against each signature the official capacity in which the signing officer acts. The corporate seal of the company must also be affixed to the Tender.
 - b) **“Partnership”**: The signatures of the partners shall be affixed and their names typed or printed in the space provided. The signatures shall be witnessed, and if not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the Tender. An adhesive coloured seal shall be affixed next to each signature except in the Province of Quebec.
 - c) **“Sole Proprietorship”**: The signature of the sole proprietor shall be affixed and the name typed or printed in the space provided. The signature shall be witnessed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the Tender. An adhesive coloured seal shall be affixed next to the signature except in the Province of Quebec.



- d) **“Joint Venture”**: The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed in the space provided. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in Section A.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 FOB destination
- Exclude applicable taxes



F.4 PRICING OFFER

Based on the Section C, Scope of Services, please provide the following costs (without taxes):

Description	Cost
<u>National Media Monitoring</u>	
Print	\$
Social and digital media	\$
Broadcast media	\$
<u>International Media Monitoring</u>	
Print	\$
Social and digital media	\$
Broadcast media	\$
Measurement	\$
Reporting	\$
Database	\$

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 – Pricing Offer
- ✓ Section G – Forms
- ✓ Specifications documents, if any issued by NGC
- ✓ Addenda, if any issued by NGC, prior to RFQ closing date/time

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.

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

Signature

Date

G.5 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 – NGC113374