

REQUEST FOR STANDING OFFER

FOR

VIDEO PRODUCTION SERVICES

AT

THE NATIONAL GALLERY OF CANADA

MARCH 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)	March 29, 2018 at 11:00 AM EDT
<u>Closing Date for Submission of Bids</u>	April 13, 2018 at 2:00 PM EDT

A.1 INTRODUCTION

This Request for Standing Offer (RFSO) in which the National Gallery of Canada is seeking a qualified Contractor to provide video production services on an “as and when” required basis.

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 Standing Offer Agreement (SOA) is an arrangement to provide goods and services at the prearranged prices with set terms and conditions, for specific periods of time on an “as requested” basis.

- a) A Standing Offer is not a contract.
- b) An order against a Standing Offer is a “call-up”.
- c) Each call-up is a separate contract between the Corporation and the Supplier.
- d) A call-up does not involve any negotiations.

The instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and in the resulting contract.



A.2 DEFINITIONS

A.2.1 In this RFSO 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 RFSO.

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.

Obligations on the Contractor need not be met until the successful Proponent executes (signs) a Contract with the National Gallery of Canada, or as otherwise required by the terms of the Contract.

A.3 LOCATION OF REQUIREMENT

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

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

A.4 PERIOD OF CONTRACT

A.4.1 The period for this Contract is **May 1, 2018** and **ending April 30, 2020**

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 April 30, 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.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 ITT 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 RFSO, the Proponent **must (M)** submit the proof of following with the bid, at Proponent's expense:

- a) The Proponents **must (M)** submit all of **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 – Pricing Offer**, also referred hereto as Financial Proposal, in a separate and sealed envelope.

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

A.6.2 Proponents must (M) have:

- a) Obtained their RFSO 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 ITT 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 **March 29, 2018 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 RFSO and **shall (M)** report any errors, and seek clarification of apparent errors, ambiguities or other problems by **March 29, 2018 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 RFSO. 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 RFSO 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 RFSO or the Scope of Services, Section C, explicitly states otherwise.

A.10 **COSTS RELATED TO SOLICITATION PROCESS**

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

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

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

A.11 **CONFIDENTIALITY/SECURITY**

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

A.11.2 The successful 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 RFSO 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 RFSO. Participants in this process should clearly indicate "**Confidential**" on items within their submission considered to be company confidential or proprietary information.

A.11.4 All information pertaining to the National Gallery of Canada obtained by the 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 Standing Offer will be asked to sign a *Confidentiality Agreement* before being allowed to work on NGC premises. A full copy of the *NGC Confidentiality Agreement* document can be



found in Section E, Appendix C. It is a condition of work that this form be signed and given to the responsible NGC Project Officer before work can be assigned to the selected Contractor.

- A.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, RFSO, 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 ITT 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 ITT, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the ITT closing date. The National Gallery of Canada may do so without incurring any liability whatsoever to any of the Proponents.
- f) if no responsive bids are received and the requirement is not substantially modified, reissue the ITT 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 RFSO 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 RFSO.
- 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 RFSO, 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 RFSO.
- 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 RFSO.
- e) If less than (3) Proponents qualify, NGC reserves the right to cancel the RFSO.
- f) NGC reserves the right to cancel the RFSO.

A.14 **RFSO/OFFER**

This RFSO 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, plus three (3) 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 – Pricing Offer; Proponents should submit in hard copy **one (1) original** document (bearing original signature where/if applicable).

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

Closing Date: **April 13, 2018**
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 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 RFSO 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 RFSO document, obtained from NGC's Contracting Authority. The addition of space to provide the required information is not considered a change of form in itself as long as the information requested categories are identical; this applies to all forms requested and included in this RFSO.
- B.3.2** Be based on the full RFSO document including Specifications document and any Addenda issued by NGC in relation to this RFSO.
- B.3.3** Be correctly completed in all respects,
- B.3.4** Be signed in accordance with the signing procedures set out herein; the signature of the signatory shall be an original;
- B.3.5** Be accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany Tender.
- B.3.6** Any alteration to the pre-printed or pre-typed sections of the Tender forms, or any condition or qualification placed upon the tender **shall (M)** be direct cause for disqualification. Any alterations, corrections, changes or erasures made to statements or figures entered on the Tender Forms by the Proponent **shall (M)** be initialled by the person or persons signed the Tender. Initials **shall (M)** be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.

B.4 **PREVIOUS COMMUNICATIONS BETWEEN NGC AND PROPONENTS**

This document contains the entire requirements relating to the Tender. Other representations, information and/or documentation provided to or obtained by the 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.8 **ACCEPTANCE OF THE BID**

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

B.8.2 Without limiting the generality of B.8.1, the NGC may reject any bids based on an unfavourable assessment of:

B.8.2.1 The adequacy of the tendered price to permit the work to be carried out and, in the case of a tender providing unit prices or a combination of lump sum and unit prices, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

B.8.2.2 The Proponent's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the contract.

B.8.2.3 The Proponent's performance on other contracts.

B.8.3 In assessing the 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 148 ("Selling defective stores to Her Majesty") of the Criminal Code;
 - B.8.4.2** The Proponent's bidding privileges are suspended or are in the process of being suspended;
 - B.8.4.3** The bidding privileges of any employee or subcontractor included as part of the Bid have been suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Tender, or the portion of the services that the employee or subcontractor is to perform;
 - B.8.4.4** With respect to current or prior transactions with the Government of Canada:
 - B.8.4.4a)** The Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - B.8.4.4b)** Evidence, satisfactory to the NGC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees or any subcontractor included as part of its Tender;
 - B.8.4.4c)** The NGC has previously exercised or intends to exercise the contractual remedy of taking the work out of the Contractor's hands with respect to a Contract with the 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

The Contractor shall provide services on *an as when and required basis* for video production at the National Gallery of Canada (NGC).

The Education and Public Programs (EPP) department at the NGC produces educational videos on a regular basis that appear online (posted to the Gallery's website and social networks such as Facebook and YouTube) and/or in exhibition spaces on video monitors and tablet devices. Production and post-production are sometimes done in house but, due to constraints around workload and timelines, an external video production company with substantial experience producing videos for cultural organizations such as galleries and museums is often required to produce these videos. It is not uncommon for turn-around times for production and post-production to be tight (1 to 2 weeks) due to the availability of artists and experts and the need to have videos accessible to the public in time for exhibition openings. Within these timelines, rounds of approval (which can be extensive) have to be scheduled.

Generally, videos take the form of interviews with artists, curators, or other experts. They sometimes are shot on-site at the Gallery, but can also be shot off-site (for example, in artists' studios) in various locations across Canada and internationally. The video production company must have a strong network of contacts across Canada, the U.S. and Europe to facilitate filming on location. As project budgets tend not to support extensive travel costs, the successful Proponent will likely want to rely on this network to undertake work on its behalf. Sometimes separate English and French videos are produced, but most often videos are subtitled in the second official language (note that all NGC videos must be presented in both official languages).

From time to time, EPP may wish to produce videos where the artist who is the subject of the video influences the artistic outcome of the product. The artist may also request a special film director. These projects require the successful Proponent to work closely with external partners on the artistic content of the videos.

When the Contractor is hired to produce a video, NGC staff develop questions to ask the interviewees and are usually, but not always, responsible for creating storyboards and writing scripts. The video production company is sometimes asked to produce storyboards and scripts. NGC staff often source narrators (if required), and arrange for translation of video transcripts for use in subtitles. The successful Proponent manages all aspects of production and post-production, unless otherwise identified, and must have a thorough understanding of Canadian copyright law, and be able to work creatively within these constraints. It is incumbent on them to understand copyright implications for each project prior to starting work. The successful Proponent is responsible for obtaining rights to music used in videos. The successful Proponent delivers the final video to the NGC on time, on budget, and in requested formats. The videos may be intended for use in-exhibition, at events, and/or online. Often, the successful Proponent will be requested to provide selected short clips of the larger video for social media channels, or NGC staff will select short clips from the longer video.

END OF SECTION C



SECTION D: EVALUATION AND SELECTION CRITERIA

D.1 EVALUATION COMMITTEE

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

The RFSO 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 RFSO 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.

D.3 THE NATIONAL GALLERY OF CANADA'S RIGHTS

NGC reserves the right to:

- D.3.1** Reject any proposal that does not comply with the stated **Mandatory (M)** Requirements to be met by the Proponents.
- D.3.2** Cancel and / or reissue this RFSO at any time; the National Gallery of Canada will not assume liability for any response preparation costs whatsoever.
- D.3.3** Request clarification or supporting data for any point in the proposal.
- D.3.4** Negotiate with the Proponents subject to the constraints of the mandatory requirements of this RFSO.
- D.3.5** The National Gallery of Canada reserves the right to make changes to this RFSO, including substantial changes provided that those changes are issued by way of a Solicitation



Amendment in writing, and is issued prior to the RFSO closing date. The National Gallery of Canada may do so without incurring any liability whatsoever to any of the Proponents.

D.3.6 All materials submitted by a Proponent in response to any part of this RFSO 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 four (4) step bid evaluation process will commence.

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

Evaluation Process:

- Step One Ensuring the Proponent has submitted of all **mandatory (M)** information and documents described in the RFSO (Section A.6)
- Step Two Evaluation of Technical Proposal
- Step Three Evaluation of the 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 RFSO **will be (M)** deemed non-responsive and **will not (M)** be considered further.

The RFSO 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 (if available);
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 Project Samples

Proponents **must (M)** provide 2 sample videos that they have produced for a museum or art gallery, as stated below. Each sample must include the videos, the brief, timeline, and budget.

1. An educational video explaining, in a detailed but accessible way, a fabrication technique or procedure (max 15 minutes)
2. A video showcasing an interview where the speaker explains their work and/or creative process (max 5 minutes)

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	Project Samples	40
D.4.2.3	Awarding of Points/Scoring	5
TOTAL		80



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

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

After successful completion of the Steps One through Two consecutively, the *Financial Proposal* received from the 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:

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

The points awarded in Step Two and Three will be added together to determine the successful candidate.

END OF SECTION D



SECTION E: CONTRACT AGREEMENT AND 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 RFSO and the Contractors Bid form part of this Contract. If there is a conflict within the RFSO the order of priority of documents, from highest to lowest, shall be:

1. Appendix A and titled "NGC General Conditions";
 2. NGC113235 – Request for Standing Offer (RFSO); and
 3. Appendix B and titled "Confidentiality Agreement".
-

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



CONFIDENTIALITY AGREEMENT

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

CONVENTION DE CONFIDENTIALITÉ

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 Standing Offer #NGC113235
Video Production Services**

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, #**NGC113235**, and provide within the specified time frames Certificate of Insurance as detailed in this RFSO. 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 RFSO 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 RFSO supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed RFSO;
- F.2.3** That this Offer may not be withdrawn for a period of **60 days** following the RFSO 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 FINANCIAL PROPOSAL

Based on the full requirements of this RFSO please provide NGC your price to provide the services described, all inclusive (without taxes) for a two (2) period May 1, 2018 to April 30, 2020. For evaluation purposes only the total costs from all four examples will be added together and used in Section D.4.3.

Example 1: a full-day 2 camera film shoot on site at the National Gallery - filming a symposium in the Auditorium. Please include pricing for:

Producer	\$
Director of photography	\$
Audio	\$
Video	\$
Editing	\$
Transcription	\$
Subtitling in second official language (NGC will look after translating text into second official language)	\$
Delivering raw footage and final edited version on DVD, USB key, or Portable Drive	\$
Producing and delivering six 15-30 second clips and a 30 second promotional reel	\$
Total Cost	\$



Example 2: a half-day film shoot on site at the National Gallery - filming interviews with 2 guest artists. Please include pricing for:

Producer	\$
Director of photography	\$
Audio	\$
Video	\$
Editing (NGC will select clips for final video)	\$
Transcription	\$
Subtitling in second official language (NGC will look after translating text into second official language)	\$
Delivering raw footage and final edited version on DVD, USB key, or Portable Drive	\$
Producing and delivering two 15-second clips	\$
Total Cost	\$



Example 3: a full-day film-shoot with an artist off-site (In their Vancouver Studio). Please include pricing for:

Producer	\$
Director of photography	\$
Travel to Vancouver, or hiring a crew on location	\$
Audio	\$
Video	\$
Editing (Artist involved in selecting Clips for final video)	\$
Transcription	\$
Subtitling in second official language (NGC will look after translating text into second official language)	\$
Delivering raw footage and final edited version on DVD, USB key, or Portable Drive	\$
Producing an delivering two 15-second clips	\$
Total Cost	\$



Example 4: Coordinating the production of 5 artist videos in various locations across North America and Europe (Toronto, Montreal, Vancouver, New York City, and Paris). Please include pricing for:

Producer	\$
Director of photography (artists involved in selecting directors)	\$
Travel to the 5 locations, or hiring crews on location	\$
Audio	\$
Video	\$
Editing (Artists involved in selecting clips for final video)	\$
Transcription	\$
Subtitling in second official language (NGC will look after translating text into second official language)	\$
Delivering a promotional reel with 30 seconds featuring each artist's video	\$
Delivering raw footage and final edited version on DVD, USB key, or Portable Drive	\$
Total Cost	\$

END OF SECTION F



SECTION G: FORMS

G.1 COMPANY INFORMATION

TENDER TO: NATIONAL GALLERY OF CANADA

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

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



G.2 ACCEPTANCE AND COMPLIANCE WITH CONDITIONS

I/WE

Legal Name of Proponent

Have read and understood the entire RFSO, 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
- ✓ Addenda, if any issued by NGC, prior to RFSO 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 RFSO, 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 one original, 3 photocopies and one copy on USB/CD of completed Section D, Evaluation and Selection Criteria?		
Section A.6.1b) B.1.1	Have you included one signed original and one copy on USB/CD of completed Section G, Forms?		
Section A.6.1c) B.1.2	Have you included one signed original on paper of Section F, Pricing Offer in a separate envelope?		

END OF SECTION G

END OF THE RFSO DOCUMENT – NGC113235