

REQUEST FOR STANDING OFFER

FOR

PAINTING SERVICES
IN THE EXHIBITION GALLERIES

AT

THE NATIONAL GALLERY OF CANADA

MARCH 2018

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

The Representative of the Proponent will be required at the site visit to sign the Attendance Sheet. Failure to attend and sign the Site Visit Attendance Sheet will result in the disqualification of your bid.



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SECTION A: 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 |
|---|--------------------------------|
| Site Visit - <u>Mandatory</u> | March 29, 2018 at 10:00 AM EDT |
| Last Day for Questions (Questions received after this time will not be answered) | April 5, 2018 at 11:00 AM EDT |
| <u>Closing Date for Submission of Bids</u> | April 12, 2018 at 2:00 PM EDT |

A.1 INTRODUCTION

This is a Request for a Standing Offer Agreement (SOA). The National Gallery of Canada (NGC) requires a qualified Contractor, with minimum 3 years' experience in commercial painting, to provide **painting services**, on an **"as and when"** required basis to NGC for its various exhibition galleries.

It is important that the successful Contractor understands that a very high degree of quality workmanship and organization skills will be expected from him/her. The selected Contractor must be available and willing to perform work on an **"as and when"** required basis, as outlined in the Scope of Work (Section C). Call-ups have a very short lead time and turnaround time on many of the jobs. A response time of 24 hours (1 working day) is a MANDATORY requirement. There can also be multiple call-ups for various gallery spaces at one time.

Special Conditions for NGC:

The majority of painting at the NGC is performed during regular working hours (7:30am to 5:00pm), however, some painting can potentially involve after hours (after 5:00pm) and/or including weekends. Although a large portion of the work can be scheduled with longer lead time there will be demands from NGC requiring quick response to meet unexpected new demands, repairs, touch-ups, etc.



**Request for Standing Offer # NGC114121
Painting Services in the Exhibition Galleries**

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.

A.2 **DEFINITIONS**

A.2.1 In this 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 **three (3) years May 1, 2018** and ending **April 30, 2021**.



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, 2023.

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

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

A.5 CONTRACT CLAUSES, TERMS AND CONDITIONS OF TENDER

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

NGC reserves the right to amend, delete or add to this RFSO 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 PROPONENTS' CONFERENCE (SITE VISIT) - MANDATORY (M)

A.6.1 Proponents **must (M)** attend a Proponents Conference and site visit to be held at the National Gallery of Canada (NGC) building, located at 380 Sussex Drive, Ottawa, Ontario:

March 29, 2018 at 10:00 AM (EDT)

A.6.2 Proponents should bring their copy of the RFSO document to the Site Visit/Conference.

A.6.3 Proponents should register, **VIA E-MAIL**, with the Contracting Authority prior to the Proponents' Conference by giving names of people that will be attending the Conference, so that security passes can be prepared in advance.

Contact: Kathy Broom
Contracting Authority
E-mail: kbroom@gallery.ca

Registration should be received by March 28, 2018 by 3:00 PM (EDT)

A.6.4 Proponents **must (M)** report to Kathy Broom, Contracting Authority at the **Group Entrance Lobby Security Desk**, located at the front of the National Gallery of Canada building, near the parking garage by 9:45am (EST). In addition to signing the Security register to receive a security pass, the Proponent (or representatives of the Proponent) **must (M)** also sign the Site Visit attendance sheet.

A.6.5 The bilingual site visit will begin at **10:00 am (EST) sharp** and will consist of a tour of the site and a question period. Attendance will be taken at site. Latecomers will not be allowed to join the Site Visit once the group has left the Group Entrance Lobby.

A.6.6 **NGC will not (M) accept bids from Proponents whose company was not represented at the site visit.**

A.6.7 Each Proponent **shall (M)** inspect the site, ask questions, and familiarize themselves with existing conditions, limitations and constraints that may arise during the period of this Contract.



A.7 **MANDATORY REQUIREMENTS**

A.7.1 The Proponent **must (M)** submit the proof of following with the bid, at Proponent's expense:

- a) The Proponents **must (M)** submit the responses required as indicated in **Section D – Evaluation and Selection Criteria**;
- b) The Proponents **must (M)** submit all of **Section G – Forms**;
- c) Proponent **must (M)** include all of **Section F – Financial Proposal**, also referred hereto as Financial Proposal, in a separate and sealed envelope.

All of *Mandatory Requirements* items listed in A.7.1 a) through c) **must (M) be submitted** with your bid.

A.7.2 **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) Attended the **Mandatory (M)** Site Visit.
- c) Review all replies to enquiries or amendments to the RFSO that are posted to the Public Services and Procurement Canada (PSPC) Buy and Sell website <https://buyandsell.gc.ca/>.

A.8 **ENQUIRIES DURING SOLICITATION PROCESS**

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

A.8.2 All enquiries **shall (M)** be submitted as early as possible within the bidding period. Enquiries must be received by **April 5, 2018 by 11:00 am (EDT)**. Questions received after this time **will not be answered**.

A.8.3 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.8.4** 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.8.5** 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 **April 5, 2018 by 11:00 am (EDT)**.
- A.8.6** 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.9 **JOINT VENTURES**

- A.9.1** The Proponent should clearly and explicitly state whether the bidding entity is or is not a joint venture in accordance with the definition below:

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

- a) The incorporated joint venture;
 - b) The partnership joint venture;
 - c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.
- A.9.2** If the response to this 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.9.3 It is a condition precedent to any contract being awarded to a Proponent that the Proponent provides a copy of the signed Joint Venture Agreement (or equivalent document which defines the participant's roles and responsibilities) if the Proponent is bidding as a joint venture (as defined above).

A.10 **NATIONAL GALLERY OF CANADA SUPPLIED MATERIEL REQUIREMENTS**

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

A.11 **COSTS RELATED TO SOLICITATION PROCESS**

A.11.1 All costs and expenses incurred by a Proponent related to the preparation of the bid **shall (M)** be borne by the Proponent. The National Gallery of Canada is not liable to pay such costs and expenses or to reimburse or to compensate the Proponents under any circumstances.

A.11.2 The National Gallery of Canada **shall (M)** not be responsible for any costs related to any delays in the Tender, in awarding of the contract, or costs associated with any reviews or the approval process, or with obtaining any government approvals.

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

A.12 **CONFIDENTIALITY**

A.12.1 This document, or any portion thereof, may not be used for any purpose other than the submission of an offer.

A.12.2 The successful Proponent **must (M)** agree to maintain confidentiality standards consistent with the 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.12.3 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.12.4** 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.12.5** 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.12.6** 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.13 SECURITY CLEARED PERSONNEL

Employees of contractors and subcontractors are required to undergo a security screening prior to commencement of any work. For each of the supervisors/employees, or sub-contractors assigned to work at the NGC, the Contractor **shall (M)** arrange with the Project Officer to have all such personnel security screened at the Reliability Status. The process of granting Reliability Status is undertaken by the NGC’s corporate security department. This will include the completion of a consent and authorization form, verifying the applicant’s identity and the taking of digital fingerprints to carry out a criminal records check. In some circumstances a credit check may also be required. The NGC reserves the right to disallow any person to carry out work under the Contract on the basis of the results of the security screening process.



A.14 **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 RFSO 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 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.
- f) if no responsive bids are received and the requirement is not substantially modified, reissue the RFSO 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.15 **EVALUATION OF BIDS**

A.15.1 Review of Technical Proposal

- a) The Technical Proposal will be reviewed to ensure it fulfills all mandatory requirements, as stated in **Section A.7**. Any response that fails to meet any of the mandatory requirements of the 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.15.2 Review of Financial Proposal

- a) NGC reserves the right to only review Financial Proposals of the Proponents who have met the minimum requirements identified for submission in the Technical Proposal.
- b) NGC reserves the right to determine the successful Proponent on the basis of which proposal provides the best overall value to NGC. This evaluation will be combined evaluation of both the Financial Proposals and Technical Proposals from those Proponents who have met the minimum requirements in their Technical Proposal.

A.15.3 Conditions of Proposal Evaluation and Contract Award

- a) The Proponent must ensure that the subcontractors, or persons, proposed in their proposal will be available at the appropriate time to perform the work as required, and will remain available to perform the work in relation to the fulfillment of the requirement. Since the Evaluation is based, in part, on the experience and qualifications of these named entities, substitution of subcontractors will not be accepted.
- b) The criteria specified in this 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.16 **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.17 **NOTIFICATION OF CONTRACT AWARD AND DEBRIEFING**

A.17.1 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.17.2 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.2 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.2.1 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 one (1) additional photocopy.
2. Completed Section G – Forms; Proponents **must (M)** submit in hard copy one (1) original document (bearing original signature where applicable).

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

B.2.2 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 "Financial Proposal".

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: 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 12, 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.2 TENDER FORMS

The Tender shall (M):

- B.2.1** 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 the NGC. The addition of space to provide the required information is not considered a change of form in itself as long as the information requested categories are identical; this applies to all forms requested and included in this RFSO.
- B.2.2** Be based on the full RFSO document including Specifications document and any Addenda issued by NGC in relation to this RFSO.
- B.2.3** Be correctly completed in all respects,
- B.2.4** Be signed in accordance with the signing procedures set out herein; the signature of the signatory shall be an original;
- B.2.5** 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.2.6** 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.



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B.5.3 Any amendment **must (M)** be submitted in writing to the Contracting Authority, by letter provided the revision is received at the office designated for the receipt of tenders, on or before the date and time set for the closing of tenders.

B.5.4 A revision to a unit price tender **must (M)** clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

B.5.5 Any amendment submitted by any other method **will not (M)** be accepted.

B.6 **WITHDRAWAL OF BID**

B.6.1 In the event that a Proponent wishes to withdraw its bid before the closing date, the Proponent **shall (M)** immediately notify the Contracting Authority **IN WRITING**.

B.6.2 Should the bid be withdrawn before bid closing date, it **will (M)** be returned, unopened, to the Proponent after the closing date, and no further consideration **will (M)** be given to it.

B.7 **APPLICABLE TAXES**

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

B.8 **ACCEPTANCE OF THE BID**

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

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

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

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

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

B.8.3 In assessing the 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

C.1 General Requirements

- C.1.1 This is a Standing Offer Agreement (SOA) to provide Painting Services in the Exhibition Galleries on **“as and when required”**, to the National Gallery of Canada (NGC). It is understood that a very high degree of quality workmanship will be expected from the Contractor, as well as, there is a normally a very short lead and turnaround time on many of the jobs. There can also be multiple job call-ups for various gallery spaces at one time.
- C.1.2 The specific mandatory requirements of the Contractor are identified by the use of **“shall (M)”**, **“must (M)”**, **“will (M)”**, **“will (M) not”**, **“shall (M) not”** and **“must (M) not”**.

C.2 General Conditions

- C.2.1 To apply paint coating in accordance with recommendations of the manufacturer of the selected paint system.
- C.2.2 To provide full protection to all surrounding building elements by using drop sheets. To supply, install and remove polyethylene dust partition(s) between non-work and work area(s).
- C.2.3 Contractor to supply adequate floor protection and to vacuum and/clean contract area after each workday is completed.
- C.2.4 To supply all necessary tools and equipment.
- C.2.5 New Gypsum wallboards to receive a primer coat of approved pigmented sealer and additional coat(s) as required.
- C.2.6 New woodwork to receive a primer undercoat and two (2) coats of compatible finish, unless otherwise specified by the NGC Project Officer.
- C.2.7 All metals and ferrous product to receive chrome oxide primer, a primer undercoat and a compatible finish coat.
- C.2.8 All surfaces to be smooth sanded between coats.
- C.2.9 All paint products, colours and textures to be approved by NGC Project Officer before application.
- C.2.10 The area to be painted will be measured and a total firm price will be agreed upon before the work begins. The NGC project officer will then issue a work order reflecting the agreement.



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- C.2.11 Although NGC will attempt to provide a minimum of 5 working days' notice for any work, a response time of 24 hours (1 working day) is a MANDATORY requirement. A supplementary cost factor of 5% of the call-up will apply during working conditions, which are required to begin within less than 24 hours' notice.
- C.2.12 Contractor to supply one full (1) gallon of each specified paint colour from same batch for each call-up to the NGC paint storage area as touch-up paint. Each paint container lid is to be clearly identified with the name, date and formula. The cost for the extra gallons of paint for touch-ups is to be included in the "per square feet" tender price, as per Section F.
- C.2.13 For tender pricing only, the Contractor is to supply and use "**Benjamin Moore Ultra Spec 500" White Base Flat interior latex paint**. The "*per square feet*" Pricing Offer to be submitted to NGC should be based on this paint type. NGC reserves the right to request any color and line of any paint manufacturer as chosen by the Designers of each exhibit. NGC will be paying the cost difference between the above mentioned paint for pricing purposes and the paint requested in the event the cost of paint is greater. The labor to apply the paint remains unchanged regardless of the paint chosen. All invoices for paint purchases must be submitted with the invoices in order to request an extra in the cost of paint.
- C.2.14 To remove all wall plaques and re-install after completion.
- C.2.15 The Contractor **must (M)** provide an experienced, on-site supervisor to manage each job with care and diligence.
- The on-site supervisor must:**
- ✓ Be on-site, daily, during all jobs;
 - ✓ Must be perfectly fluent in either English, or in French
 - ✓ Must address immediately, any problems that arise during a job, in the most efficient manner;
 - ✓ Supervise the Contractor's staff and liaise with Gallery staff;
 - ✓ Be capable of making decisions on behalf of the Contractor, in order to avoid delays in the work.
- C.2.16 The Contractor may be asked at times to match or create custom colors until satisfaction of NGC is reached. The time spent on matching paint can be invoiced by hourly rate as per the pricing table for the specific amount of hours spent on the matches, not the minimum amount of hour per call-up.
- C.2.17 Extra coats of paint or extended areas of work requested after the work has started are to be invoiced as per the square footage cost not at the hourly rate.



C.3 Special Equipment at NGC / Lifting Equipment

At times, the NGC might be able to allow the use of the following lifting equipment. It is the Contractor's responsibility to operate the equipment as per the operation manual, to be familiar with and to respect the lifting device load capacities, and to obtain necessary certification. The equipment must be protected from paint damage and returned in clean condition to NGC. The Contractor must present proof of training/certificate to the NGC as issued to the person(s) which will be responsible to operate the lift, prior to using the lifts.

NGC's own requirements for the use of lifting devices will take precedence over the painting Contractor's requirements. In addition, there could be times where the listed equipment is not available due to mechanical breakdown and awaiting maintenance on said equipment. When NGC's lift equipment is not available for the planned date/times, the Contractor will have to make his own arrangements for lifting devices, if required, in order to provide the painting services within the specified timelines, at no additional costs to NGC.

NGC Lifting Devices

- Up-right Genie lift (34')
- Skyjack Scissor lift (26')

C.4 Scope of Work

C.4.1 All inconsistencies on wall and ceiling surfaces to be spackled and sanded prior to priming.

C.4.2 Joints, nail holes, and cracks in baseboards to be spackled and sanded prior to priming. Paint film around perimeter of baseboard electrical access door to be cut in order to allow proper door functioning after last coat of paint has been applied.

C.4.3 Quality and continuity of "reveal" details is to meet high visual standards of "sharpness", "straightness", and "cleanliness" in all cases of new paint on new construction or repairs. Quality of workmanship is to match museum standards.

C.4.4 Standard number of coats in Museum (unless otherwise specified)

- a) Paint two (2) coats finish on indicated walls and ceilings where colour is to remain the same;
- b) Paint three (3) coats finish indicated walls and ceilings where new colour is to be introduced;
- c) Paint one (1) coat primer and two (2) coats finish on all new drywall construction;
- d) Paint one (1) coat primer and two (2) coats finish on all new drywall repairs;



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- e) Paint one (1) coat finish on all hardwood baseboards where colour is to remain the same;
 - f) Paint three (3) coats finish on all newly installed baseboards;
 - g) Paint one (1) coat primer and two (2) coats finish for all new “reveal” details.
 - h) Paint existing “reveal” details with same number of coats of paint as for the walls.
 - i) Only where white walls remain white, paint one (1) coat finish only. A rate of 1.5 coats will be applied to the call-up to compensate for wall prep prior to paint and spot priming any repairs.
- C.4.5 Floors at areas where painting occurs must be protected with Contractor's own ground sheets.
- C.4.6 All required equipment to be supplied, installed and removed by Contractor.
- C.4.7 All waste material is to be carried to NGC garbage bin at the Loading Dock.
- C.4.8 Contract agreement and/or contract schedule shall not be deviated from the conditions and the schedule specified in the work order, unless advised and authorized by NGC project officer only.
- C.4.9 Contractor shall not be permitted to repair damages to the museum building or exhibition material caused by worker accident or human error. Any costs attributed to cleaning and/or repairing damages, shall be established by NGC project officer and compensated the Contractor.
- C.4.10 The Contractor will remove all wall labels and graphic text from the wall prior to priming or painting. At times, the removal of the graphic text and lettering from the wall can cause some surface wall damage that will require wall patching prior to painting.
- C.4.11 Humidity Levels within different gallery spaces may differ; therefore it is the responsibility of the Contractor to allow proper drying time between coats for best results.
- C.4.12 All work is to be approved and accepted by NGC Project Officer before the release of any payment.
- C.4.13 The majority of painting at the NGC is performed during regular working hours (7:30am to 5:00pm), however, some painting can potentially involve after hours (after 5:00pm) and/or including weekends. NGC will allocate a reasonable amount of days for each call-up, but if for lack of resources available on allocated days, the Contractor will be expected to work



after hours in order to meet the set deadlines. After hours work is paid out at the same rate as regular hours.

C.5 Job Showing

At the request of the Contractor, a job showing to view the area can be scheduled by the NGC Project Officer for each call-up. NGC Project Officer will communicate the date and time of the job showing to the Contractor. The Contractor, or designated experienced representative, is to attend the job showing.

C.6 Special Conditions

a) One (1) full gallon of touch-up paint is already included in the pricing. Occasionally touch-ups requirements may require the provision of up to 3 gallons of additional paint, from identical batches of paint used in completing a particular job. Where there is a requirement for more than 1 gallon of touch-up paint, that requirement will be clearly identified by the Project Officer in the work order and during the job showing. This additional paint must be in clearly identified containers, including number of formula, date and manufacturers name, and must be delivered to NGC Project Officer in the early stages of the job to ensure that it is from the same batch as the job.

Cost for additional paint will be payable by NGC to the Contractor. Contractor must submit a copy of the paint supplier's invoice, attached to their invoice submitted to NGC for payment of extra touch-up paint.

c) In cases where NGC might specifically request "premium type paint", such where there is a higher cost for the paint such as to supply "Farrow & Ball" compared to the cost of "Benjamin Moore" paint, the Contractor shall calculate the difference in cost between the "standard paint" and the "premium paint". The Contractor can invoice NGC for the difference in cost. The Contractor shall submit suppliers' receipts and the cost difference calculations with their invoice to the NGC.

C.7 Workplace Health and Safety

C7.1 The Contractor must comply with all workplace health and safety regulations, such as mandated by the applicable federal and provincial governing bodies.

C7.2 Where regulated products are planned to be used at NGC, the Contractor must submit to the Project Officer the relevant *WHMIS* sheet as early as possible prior to the start of the work. This would include safety data sheets for, but not limited to, products such as: sealants, fillers, cleaners, solvent and paint.

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

D.3 **THE NATIONAL GALLERY OF CANADA'S RIGHTS**

NGC reserves the right to:

- D.3.1** Reject any proposal that does not comply with the stated **Mandatory (M)** Requirements to be met by the 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 three (3) 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 all mandatory (M) information and documents described in the RFSO (Section A.7) |
| 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 three steps will then be ranked according to their total points earned. The Proponent with the highest points earned will become the successful Proponent.

D.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.7**. 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 completed within the last three (3) years. Higher scores will be awarded for contracts relevant to the scope of this project. Please supply information in the following format:

1. Project description;
2. A description of the Contractor’s scope of work;
3. Final Contract Value;
4. Provide the name, phone number and email address of a reference that can confirm that the information above is true.

D.4.2.2 Employee Job Safety Training and Development

The safety of the workers, the visitors and of the building occupants is very important to NGC. To this effect, we will assign points for training programs given to your personnel that augment their awareness and the application of safety measures for their personal protection, as well as the protection of others. Considerations will be given for applicable training and employee development such as, but not limited to: safe use of power tools, forklift training, proper lifting training, WHMIS, first-aid/CPR, construction safety training, etc. Proponents **must (M)** provide a list what Job Safety related training is offered to their workers as part of on-going safety awareness and development.

D.4.2.3 Presentation of Bid Submission

Points will be given to each bid for its physical presentation (professionalism, easy to follow, clear and concise information, etc.) and for its content in terms of information appropriateness and completeness.

D.4.2.4 Evaluation Grid

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

| Rated Requirements | | Available Points |
|--------------------|--|------------------|
| D.4.2.1 | Experience | 60 |
| D.4.2.2 | Employee Job Safety Training and Development | 10 |
| D.4.2.3 | Presentation | 5 |
| TOTAL | | 75 |

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



D.4.3 Step Three: Evaluation of the Financial Proposal

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:

$$(\$300,000 \div \$425,000) \times 30 = 21.1 \text{ points}$$

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

END OF SECTION D



SECTION E: CONTRACT CONDITIONS

The terms and conditions in the following appendices of this document are incorporated into and shall form part of any and all parts of this Contract. In addition, this ITT and the Contractors Bid form part of this Contract. If there is a conflict within the ITT the order of priority of documents, from highest to lowest, shall be:

1. Appendix A and titled "NGC General Conditions",
 2. NGC114121 – Request for Standing Offer (RFSO),
 3. The Appendices:
 - i. Appendix B Insurance Requirements
 - ii. Appendix C Confidentiality Agreement
 - iii. Appendix D Site Protocol
 4. Technical specifications,
 5. Material and finishing schedules, and
 6. The Drawings:
 - i. Drawings of larger scale shall govern over those of smaller scale of the same date.
 - ii. Dimensions shown on Drawings shall govern over dimensions scaled from Drawings.
 - iii. Later dated documents shall govern over earlier documents of the same type.
-

APPENDIX A – NGC GENERAL CONDITIONS

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

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

French: https://www.beaux-arts.ca/sites/default/files/termsandconditions_french.pdf

You **must (M)** consult the following link and take into account *NGC General Conditions* in submitting your Bid. By submitting a Bid, it will be understood that the Proponent has reviewed the Conditions of Appendix A.

The following *Table of Contents* is offered for information purposes only to the Proponent, outlining the topics covered in the *NGC General Conditions*.

Table of Contents

- GC1. Interpretation
 - GC2. Status of the Contractor
 - GC3. Assignment of Contract
 - GC4. Subcontracting by Contractor
 - GC5. Indemnification by Contractor
 - GC6. Indemnification by the Museum
 - GC7. Amendments & Waivers
 - GC8. Compliance with Applicable Laws
 - GC9. Conduct of Work
 - GC10. Cooperation with other Contractors
-



GC11. Examination of Work

GC12. Clearing of Site

GC13. Contractor's On-Site Supervisor

GC14. Unsuitable Workers

GC15. Changes in Work

Add the following paragraphs to GC15:

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

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

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

GC16. Public Ceremonies and Signs

GC17. Suspension of Work

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

GC18. Warranty and Rectification of Defects in Work

GC19. Time of Essence

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

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

Add the following paragraph to GC19:

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

GC20. Accounts and Audits

GC21. No Bribes, etc.

GC22. Certification – Contingency Fees

GC23. Members of the House of Commons

GC24. Government Officials and Employees

GC25. Confidentiality

GC26. Ownership of Property Data

GC27. Notices

GC28. Termination for Convenience

GC29. Termination due to Default of Contractor

GC30. Dispute

GC31. Performance Notwithstanding Dispute

GC32. Insurance

GC33. Conflict of Interest

GC34. Severability

GC35. Successors and Assigns

GC36. Entire Agreement

GC37. Payments / Hold Back

GC38. Interest on Overdue Accounts



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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 – INSURANCE REQUIREMENTS

THE CONTRACTOR SHALL, at its own expense, provide and maintain the following insurance, in its own name, during the full term of this Contract. **Proof of insurance will (M) be submitted upon contract award.** The Contractor **shall (M)** ensure that all subcontractors carry the same limit of liability for the duration of the contract.

1. **COMMERCIAL GENERAL LIABILITY**

- a) The policy shall be primary and non-contributing and include the National Gallery of Canada as an additional insured.
- b) The limit of liability shall be not less than **Five Million Dollars (\$5,000,000.00) CAD** with respect to any one occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the **CONTRACTOR**, the **CORPORATION** may agree to increase the deductible amounts.
- c) The policy shall be on an “occurrence” basis and coverage shall not be less than the insurance provided by the 2005 IBC Commercial General Liability Form, or its most current replacement, and territorial form of non-owned automobile liability policy) and IBC Form 2320, and shall include liability coverage for products and completed operations and non-owned and hired automobiles.
- d) With the exception of claims for property damage, coverage under the policy may not be subject to a deductible. In no event shall such deductible amount exceed two thousand five hundred dollars (\$2,500.00 CAD), per occurrence, the cost of which is to be borne by the Contractor.

2. **GENERAL**

- a) The insurance required herein shall;
 - i) Provide coverage to the National Gallery of Canada effective from the date of award of Contract.
 - ii) Contain a provision for the Contractor’s insurer to endeavor to provide the National Gallery of Canada with thirty (30) days prior written notice in the event of any cancellation, expiration, or material reduction of the required limits of liability during the term of this Contract, and any renewals or extensions thereof.
- b) During the term of the Contract, and any renewals or extensions thereof, the Contractor is to notify the National Gallery of Canada of any change, renewal or extension of insurance obtained pursuant to these Insurance Requirements and the Contractor shall promptly provide the National Gallery of Canada with confirmation of coverage in the form of a Certificate of Insurance and a copy of the policy(ies), if requested.
- c) Any failure on the part of the Contractor to meet these Insurance Requirements during the term of



the Contract, or any renewals or extensions thereof, gives the National Gallery of Canada the right to terminate the Contract for default.

- d) Without limiting any other remedies that the National Gallery of Canada may have under this Contract or otherwise pursuant to law and equity, the Contractor is liable to the National Gallery of Canada for any shortfall in insurance coverage that may result from the Contractor's failure to comply with these Insurance Requirements and to maintain the Insurance Requirements during the term of the Contract or any renewals or extensions thereof.
- e) It shall be the sole responsibility of the Contractor to determine what additional limits of liability or insurance coverage, if any, is necessary or advisable, for its own protection and/or to fulfil its obligations under this Contract. All insurance shall be provided and maintained by the Contractor at its own expense.
- f) All insurance required herein shall be with insurers licensed in the province of Ontario, having a Best's Rating of A VII or otherwise as approved, in advance, by the National Gallery of Canada.

End of Appendix B – *Insurance Requirements*



APPENDIX C – 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.
- (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

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



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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: _____

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 C – Confidentiality Agreement



APPENDIX D – SITE PROTOCOL

1.0 Communications

- 1.1 The Consultant/Contractor shall be advised at the moment of contract signing the name of the NGC Project Officer who will have jurisdiction, in the name of the National Gallery of Canada (NGC), in administering the contract. The Consultant /Contractor shall only accept instructions from this representative or, in the case of emergencies, or absence, they can accept instruction from the Chief of Facilities Management. The NGC will not be held responsible for any actions taken by the Consultant/Contractor, which may be requested by any other jurisdiction.
- 1.2 Questions from the media and/or NGC personnel, or others not involved in the project, shall be referred to the NGC Project Officer.
- 1.3 Consultants/ Contractors, and their representatives, working in the Facility, are to refrain from voicing opinions on the art or facility, and will avoid disturbing visitors.

2.0 Personnel and Security

- 2.1 The Consultant/Contractor shall provide a list of ALL of their personnel, including those of any sub-Contractors, who will be on site during the execution of a project. This applies to both the interior and exterior of the buildings. All must present themselves daily, before commencing work, to the security desk at the employee's entrance and ask for a security pass. If for any reason, the security agent refuses to grant such a pass, the Consultant/Contractor will be refused entry. Verbal abuse of NGC staff or security staff *will not be tolerated in this or any other situation!*
- 2.2 All Consultant/Contractor personnel shall conduct themselves in a respectful manner concerning dress and language.
- 2.3 **SMOKING WITHIN THE BUILDING IS PROHIBITED.** Anyone caught smoking inside the building will be ordered to leave the site permanently. THERE WILL BE NO WARNING! Please note that the parking garage is considered part of the building.
- 2.4 In the event that a labour disruption between the Contractor and its employees results in the non-performance of the proposed contract, the contract may be terminated pursuant Article GC29 of the NGC General Conditions, at the discretion of the Contracting Authority.



3.0 Site Conditions

- 3.1 The Consultant/Contractor and NGC Project Officer will establish a project schedule to cover the duration of the work and will outline exactly where the work will be carried out. Should the Consultant/Contractor need modifications to the schedule, such changes must be approved by the NGC Project Officer. Should the Consultant/Contractor discover during the project that conditions demand that they carry out work or investigations in areas outside of the agreed area, then the Consultant/Contractor will seek the mandatory approval of the NGC Project Officer before carrying out this portion of the work.
- 3.2 The Consultant/Contractor will conduct operations in such a manner to ensure that all building exits remain accessible at all times. The Consultant/Contractor shall not impede access to the loading dock at any time. Prior permission is required for access to the loading dock.
- 3.3 The Consultant/Contractor shall maintain the site in a neat and clean condition, to the satisfaction of the NGC Project Officer, for the duration of the project. Cleanup shall be performed on a **daily basis**.
- 3.4 The National Gallery of Canada will supply all heat, light, and power, hot and cold water reasonably required for the work.
- 3.5 Where applicable, the Contractor will be permitted the use of passenger elevators, and shall be responsible for their safe operation. The Contractor shall ensure cleanliness after use.
- 3.6 The NGC **will not provide** free or discounted parking for the Consultant/ Contractors or their staff. Monthly or daily parking in the NGC indoor parking can be purchased from the NGC. All Consultant/ Contractor vehicles are to be parked on the P2 level.

4.0 Fire/ Safety

- 4.1 The Consultant/ Contractor will discuss any safety details with the designated NGC Project Officer.
- 4.2 Where hazardous conditions are created by the construction, the Consultant/ Contractor shall provide adequate protection for the building's occupants and contents. They will be responsible to set up and enforce all safety precautions as required by the Canada Labour Code and the Occupational Health and Safety Act of Ontario.
- 4.3 Upon the activation of the fire alarm system, the Consultant/ Contractor must **evacuate immediately** from the building by the closest and safest exit available at the time of the emergency. The Consultant/ Contractor will be responsible to ensure that all staff under his/her jurisdiction will make themselves familiar with the exits in the areas in which they will be working.



- 4.4 The Contractor is responsible to follow and adhere to the NGC permit for hot work any time an open flame will be used as in welding operations or propane cylinders. Questions concerning this permit or any issue concerning the use of an open flame will be discussed with the responsible NGC Project Officer.
- 4.5 A minimum one-hour fire watch will be maintained by the Consultant/Contractor after work is completed for the day whenever the work is deemed to be of a hazardous nature (welding, temporary heaters etc.).

5.0 Workplace Hazardous Materials Information System (WHMIS)

The Consultant/ Contractor is obligated under law to comply with the terms of the WHMIS legislation. Any product regulated under WHMIS that is used, handled or stored on the premises of the National Gallery of Canada, or any other facility under its jurisdiction, must be properly labelled. Material safety data sheets (MSDS) must be submitted to the NGC Project Officer and posted on site and any measures identified on the MSDS for the handling, storage or use of the product, including personal protective equipment, *must be followed*. Questions concerning any of these conditions will be reviewed with the responsible Project Officer.

6.0 Confined Spaces

The Consultant/Contractor is obligated under law to comply with the terms of the confined space legislation. The National Gallery of Canada confined space program must be followed and adhered to at all time to ensure the safe entry of persons into areas which have been designated as confined spaces. Questions concerning any safety issue or condition will be discussed with the responsible Project Officer.

7.0 Accident Notifications and Reporting

The Consultant/Contractor is responsible to report immediately, any accident that occurs while on NGC premises to NGC Protection Services. The Consultant/Contractor will also be responsible to report the accident to their supervisor or employer for further action.

8.0 Occupational Health & Safety Policy

The Contractor/Company **must submit** their Site Specific Health & Safety policy (SSHSP) before onsite construction at the NGC. A copy will be held on the work site and a copy will be given to the NGC Project Officer.

9.0 Harassment-Free Workplace

The National Gallery of Canada provides an environment free of harassment and discrimination and the proposed contract shall be subject to this policy.

End of Appendix D – Site Protocol

END OF SECTION E



SECTION F: FINANCIAL PROPOSAL

F.1 SIGNATURES

As Proponent, if our bid is selected by the National Gallery of Canada, **I/We** undertake to be bound by the terms and conditions of the Contract, #**NGC114121**. 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.9

F.3 DESCRIPTION OF PRICING

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

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

- Cost of paint, and all related painting supplies
- 1 extra gallon of paint for use by NGC as touch-up paint (same type, lot #, etc.)
- Preparation of Walls, including patching, sanding
- Materials, stepladders, drop-sheets, material handling equipment, etc.
- Pick-up and Deliveries
- Wages (labour)
- Administration Cost
- Supervision
- Liabilities as an employer
- Insurance
- Equipment and products
- Transportation costs
- Parking (Parking is available at a going rate per day, per vehicle)
- Overhead and profit
- Storage cost off-site from the NGC facilities (if necessary)
- 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

The Unit Costs, for each of the proposed 3 year Standing Offer Agreement are to be based on a single coat calculation in order to obtain an all-inclusive cost per square foot. This resulting calculation would then be multiplied by the number of coats specified by the NGC Project Officer to obtain the amount payable by NGC to the Contractor, for individual work orders (call-ups).

For tender pricing only, the Contractor is to supply and use “Benjamin Moore Ultra Spec 500” White Base Flat interior latex paint. The “*per square feet*” Pricing Offer to be submitted to NGC should be based on this paint type. NGC reserves the right to request any color and line of any paint manufacturer as chosen by the Designers of each exhibit. NGC will be paying the cost difference between the above mentioned paint for pricing purposes and the paint requested in the event the cost of paint is greater. The labor to apply the paint remains unchanged regardless of the paint chosen. All invoices for paint purchases must be submitted with the invoices in order to request an extra in the cost of paint.

F.4.1 YEAR 1: Standing Offer Period May 1, 2018 to April 30, 2019

| Description | Estimated Area In Square Feet | Multiple By | Unit Cost | Total |
|--|-------------------------------|-------------|-----------|-------|
| To paint, including material and labour, one coat whether it be primer, first coat or second coat; whether it be on new <i>walls</i> , existing walls, <i>ceilings</i> , repaired surfaces, reveals, <i>baseboards</i> , <i>assorted trim</i> or <i>millwork</i> whether it be latex or oil base and includes all items of Section C, Scope of Work. | 700,000 sq. ft. | X | \$ = | \$ |

Total estimated amount of Standing Offer based on estimated quantities

YEAR ONE \$ _____



F.4.2 YEAR 2: Standing Offer Period May 1, 2019 to April 30, 2020

| Description | Estimated Area In Square Feet | Multiple By | Unit Cost | Total |
|--|-------------------------------|-------------|-----------|-------|
| To paint, including material and labour, one coat whether it be primer, first coat or second coat; whether it be on new <i>walls</i> , existing walls, <i>ceilings</i> , repaired surfaces, reveals, <i>baseboards</i> , <i>assorted trim</i> or <i>millwork</i> whether it be latex or oil base and includes all items of Section C, Scope of Work. | 700,000 sq. ft. | X | \$ = | \$ |

Total estimated amount of Standing Offer based on estimated quantities

YEAR TWO \$ _____

F.4.3 YEAR 3: Standing Offer Period May 1, 2020 to April 30, 2021

| Description | Estimated Area In Square Feet | Multiple By | Unit Cost | Total |
|--|-------------------------------|-------------|-----------|-------|
| To paint, including material and labour, one coat whether it be primer, first coat or second coat; whether it be on new <i>walls</i> , existing walls, <i>ceilings</i> , repaired surfaces, reveals, <i>baseboards</i> , <i>assorted trim</i> or <i>millwork</i> whether it be latex or oil base and includes all items of Section C, Scope of Work. | 700,000 sq. ft. | X | \$ = | \$ |

Total estimated amount of Standing Offer based on estimated quantities

YEAR THREE \$ _____



F.4.4 PER YEAR TOTAL

Year 1 – May 1, 2018 to April 30, 2019

Total tendered Amount of F.4.1 \$ _____

Year 2 – May 1, 2019 to April 30, 2020

Total tendered Amount of F.4.2 + \$ _____

Year 3 – May 1, 2020 to April 30, 2021

Total tendered Amount of F.4.3 + \$ _____

TOTAL TENDERED AMOUNT FOR 3 YEARS = \$ _____

F.5 HOURLY COST

Hourly Rates for Additional Services and/or for PAINTING SERVICES, such as for touch-up services or wall preparation, etc. Paint cost for hourly cost work would be an extra.

NGC RESERVES THE RIGHT TO SELECT THE PRICING STRUCTURE THAT IS MOST ADVANTAGEOUS TO NGC.

The majority of painting at the NGC is performed during regular working hours (7:30am to 5:00pm), however, some painting can potentially involve after hours (after 5:00pm) and/or including weekends. After hours work is paid out at the same rate as regular hours.

| DESCRIPTION | HOURLY RATE YEAR ONE | HOURLY RATE YEAR TWO | HOURLY RATE YEAR THREE | MINIMUM CALL-UP - # OF HOURS |
|----------------------------|-------------------------|-------------------------|---------------------------|------------------------------------|
| Painting and prep services | \$ _____ | \$ _____ | \$ _____ | |

The chart above, F.5, is requested for information purposes and will not be considered as part of the Pricing Evaluation for this RFSO. This price may be negotiated before the award of the contract if NGC believe it to be necessary.

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 E – Contract Agreement and Conditions
- ✓ Section F – Financial Proposal
- ✓ Section G – Forms
- ✓ Specifications documents, if any issued by NGC
- ✓ Addenda, if any issued by NGC, prior to 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**



**Request for Standing Offer # NGC114121
Painting Services in the Exhibition Galleries**

- 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 | YES | OR | NO |
|--------------------------|--|-----|----|----|
| Section A.9 F.2.5 c) | Does Joint Venture apply to your firm? If yes, have you included proper information? | | | |
| Section A.7.1a) B.2.1 | Have you included all requirements as stated in Section D, Evaluation and Selection Criteria ? And have you included one original, 1 photocopy and one copy on USB? | | | |
| Section A.7.1b) B.2.1 | Have you included one signed original and one copy on USB of completed Section G, Forms ? | | | |
| Section A.7.1c) B.2.2 | Have you included one signed original on paper of Section F, Financial Proposal in a separate envelope? | | | |

END OF SECTION G

END OF THE RFSO DOCUMENT – NGC114121