

INVITATION TO TENDER

FOR

PERSONNEL AGENCY SERVICES FOR  
THE BOUTIQUE

AT

THE NATIONAL GALLERY OF CANADA (NGC)

JANUARY 2020

Reply No Later Than 1:00 P.M., Friday February 14, 2020



## Instructions

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## SECTION A: BIDDERS' INSTRUCTIONS AND INFORMATION

### A.1 INTRODUCTION

#### A.1.1 PROJECT OBJECTIVE

The National Gallery of Canada (NGC) is seeking a qualified firm to provide personnel services to staff the gift shop "The Boutique".

#### A.1.2 BACKGROUND INFORMATION

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

### A.2 INVITATION TO TENDER

As opposed to an Request for Proposal, this is an Invitation to Tender request [commonly referred to as a ITT] that tenders be developed and submitted to the National Gallery of Canada setting out the prices by which several technical, performance, time and other goals and objectives may be best met, having regard to stated mandatory specification and requirements. The National Gallery of Canada will consider entering into a contract for the implementation of the most acceptable tender which will be determined having regard to the evaluation factors set out in this ITT. In addition, the contract terms and conditions upon which the Bidder will be prepared to undertake the implementation of the proposal will be measured against the mandatory contract terms and conditions set forth in this ITT.

### A.3 DEFINITIONS

A.3.1 In this ITT document the specific **mandatory** requirements of the Bidder are identified by the use of "**shall (M)**", "**must (M)**", "**will (M)**", "**will (M) not**", "**shall (m) not**" and "**must (M) not**".

A.3.2 "**Bidder(s)**" means any firm(s), (includes sole proprietorship and joint ventures) submitting a bid to the National Gallery of Canada in response to the ITT.



Mandatory requirements imposed on the Bidders **must (M)** be met by bid closing deadline.

A.3.3 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.3.4 “**Contractor**” means the party to the Contract which undertakes, by entering into the Contract, to perform the services and who is to supply goods and services.

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

- a) If the Bidder withdraws or amends all or any part of its proposal at any time after the Tender closing date and time and prior to the Contract award **OR**
- b) If the National Gallery of Canada does not receive the signed Contract, **within fifteen (15) calendar days** of the Contract Award to the successful Bidder.

**A.4 LOCATION OF REQUIREMENT**

The following identifies the location where the detailed service requirements are to be satisfied by the successful Contractor as specified in **Section C** and in the Appendices of this document. The successful Contractor will provide these services for the following site:

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

**A.5 REFERENCE TO THE WORD “PROPOSAL”**

In reference to the words “Request for Proposal” and “Proposal”, wherever “Request of Proposal” appears in this document and in the General Conditions, substitute the words “Invitation to Tender” and “Tender”.

**A.6 PERIOD OF CONTRACT**

A.6.1 The period for this Contract is **three (3)** years starting **April 1, 2020** and ending **March 31, 2023**.



A.6.2 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 lowest qualified Bidder to take over the Contract.

A.6.3 **Renewal of contract**

The NGC reserves the right to renew and negotiate the contract for any additional terms consisting of a period of one year up to 2 years ending no later than March 31, 2025.

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.

A.6.4 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.6.5 If the National Gallery of Canada intends to extend the Contract, it will provide the Contractor written notice of its intention at least 120 days prior to expiry 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.7 CONTRACT CLAUSES, TERMS AND CONDITIONS OF TENDER**

A.7.1 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 resulting contract.

A.7.2 These general terms, conditions and clauses are mandatory and **will (M) not be amended or deleted in any way**, including being amended by the addition of a new provision or conditions that may have the effect of derogating from an original mandatory provision. The inclusion by the Bidder of new provisions or conditions that may have the effect of derogating from the original NGC terms and conditions could result in the disqualification of the bid.

A.7.3 If for any of the stated reasons below, OR for any other reasons, the successful Contractor cannot fulfill the requirements of this Contract, NGC reserves the right to ask the next lowest qualified Bidder to take over the Contract.



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

**A.8 MANDATORY REQUIREMENTS**

A.8.1 In response to this ITT, the Proponent **must (M)** submit the proof of following with the bid:

- a) Bidder **must (M)** meet the NGC Insurance Requirements by submitting the proof of insurance. The Proponent **must (M)** submit with the offer either Certificate of Insurance stating minimum Five (5) million **Commercial General Liability** or **must (M)** submit Undertaking of Insurance Letter from Proponent's insurance carrier. The document provided by the Proponent **must (M)** confirm that the insurance carrier is able to provide the specified required insurance (at Proponent's expense) upon the Bidder winning the Bid, as specified in Section E, Appendix C of this ITT;
- b) The Bidders **must (M)** include all of **Section D, Evaluation and Selection Criteria** with their tenders.
- c) Bidder **must (M)** include all of **Section F – Pricing Offer**, also referred hereto as Financial Proposal, in a separate and sealed envelope;
- d) The Bidders **must (M)** submit all of **Section G – Forms**, where they must (M) provide at least three job (3) references for contracts that are of similar size, scope and complexity.

All of items A.8.1 a) through e) **must (M) be submitted** with your bid.

**A) A.9 (& A.10) Location, Date and Time for Submission of Tenders**

9.1. Closing date and time for delivery of RESPONSES:

**1:00 P.M., FRIDAY FEBRUARY 14, 2020.**



RESPONSES received after the closing date and time will **NOT** be considered.

- 9.2. **The National Gallery of Canada is accepting electronic RESPONSES via [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca). RESPONSES must be received on Bonfire by the due date and time in order to be considered. Any bid that is not received on time will not be considered. Submitting RESPONSES via Bonfire website is mandatory. No hard copies will be accepted.** The documents on [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca) are the official source of information on all RESPONSES for the National Gallery of Canada. Documents attained from other sources will not be recognized.

Responders relying on documents obtained from sources other than [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca) website do so at their own risk and may result in the rejection of an individual's RESPONSE. All Responders must first register on the [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca) website and create an online profile. RESPONSE submissions and registration are free of charge. For technical help call 1-800-354-8010 ext. 2 or submit a request at [ngc-mbac.bonfirehub.ca/support](http://ngc-mbac.bonfirehub.ca/support).

Exceptions to submitting RESPONSES through Bonfire will only be made in extenuating circumstances as deemed appropriate by the NGC Contracting Authority (phone: 613.990.1995 – email: [purchasing@gallery.ca](mailto:purchasing@gallery.ca) . Note that failure of the Responder to allow enough time to register or meet other required steps will **NOT** be considered as an extenuating circumstance.

- 9.3. All information contained in this ITT is proprietary and must be kept confidential unless the prior written consent of the NGC has been obtained.
- 9.4. Any questions from potential responders regarding the ITT should be directed to and will be handled by: [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca).
- 9.5. All enquiries must be in writing to receive a response. A written response to any questions will be sent to all participants. Questions will not be accepted or responded to if received after **12:00 Noon, Friday February 7, 2020**. To ensure consistency and quality of information provided to Responders, the Contracting Authority will provide, through [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca), simultaneously to all potential Responders, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.





- 9.6. Information provided verbally will not be binding upon the NGC. The Responder must have written confirmation from the NGC for any change or alteration concerning this ITT.
- 9.7. The NGC reserves the right to verify all information provided by a Responder by means of direct contact with the Responder's prior clients, associates and personnel. The Responder must agree to provide and release necessary authorizations to verify any of the Responder's previous experience. Misstatements of experience and scope of prior experience may be grounds for disqualification of a Responder.
- 9.8. The NGC reserves the right to disqualify any Responder in the event that its RESPONSE to the ITT indicates that the manner in which the Responder provides services may adversely affect the National Gallery of Canada's existing business relationships or if Public Services and Procurement Canada (PSPC) has determined the interested party to be ineligible or suspended pursuant to the PSPC Integrity Regime.
- 9.9. At any time, the NGC may cancel this ITT in whole or in part at no cost or penalty to the National Gallery of Canada. No reason for cancellation need be given. In addition, the NGC reserves the right to decrease or increase the scope of the requirements described in this ITT.
- 9.10. The disclosure of information received relevant to the issue of this ITT shall be made by the appropriate NGC officers in accordance with the provisions of the *Access to Information Act*, the *Privacy Act*, edicts/acts related to this subject issued by the Crown, and as amended.
- 9.11. This ITT consists of:
- a) ITT No. NGC BK20-01 Document (also referred to as the "Instructions")
  - b) Submission Instructions for Bonfire
  - c) Appendices A, B, C, D, E and F
  - d) Forms 1, 2 and 3
- 9.12. By submitting a RESPONSE, the **Responder acknowledges that all of the aforementioned documents have been received.** It is the responsibility of the Responder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca). Failure to obtain any missing document(s) shall not relieve the Responder of any obligations imposed hereunder nor excuse it from any guidelines set out therein.



- 9.13. This ITT and any subsequent agreements related to the subject matter hereof will be governed according to the laws of the Province of Ontario.
- 9.14. The NGC will not be responsible, and will not reimburse any Responder, for any cost incurred in the preparation of a response to this ITT.
- 9.15. The NGC reserves the right at any stage to request Responders to provide clarification, additional information or personal presentation concerning their RESPONSES. Responders however, will not be allowed to modify their RESPONSES once submitted.
- 9.16. The obligation of the NGC to explain its final selection to any Responder shall be limited to said Responder's performance within the scope of the evaluation criteria. In order to safeguard the confidentiality of information provided by any Responder, the NGC shall not, under any circumstances, disclose details of any other RESPONSE with the exception of the name of the preferred firm(s) selected as the successful Responders.

Nothing in this clause is to be interpreted as limiting the rights which the NGC may otherwise be entitled to.

**A.11** **JOINT VENTURES**

- A.11.1 The Proponent should clearly and explicitly state whether the bidding entity is or is not a joint venture in accordance with the definition below:

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

- a) The incorporated joint venture;
- b) The partnership joint venture;
- c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership of corporate designation.

- A.11.2 If the response to this ITT 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.11.3 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.12 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 ITT or the Scope of Services, Section C, explicitly states otherwise.

**A.13 COSTS RELATED TO SOLICITATION PROCESS**

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.14 CONFIDENTIALITY/SECURITY**

A.14.1 This document, or any portion thereof, may not be used for any purpose other than the submission of an offer.

A.14.2 The successful Bidder **must (M)** agree to maintain security standards consistent with security policies of the National Gallery of Canada. These include a strict control of data and maintaining confidentiality of information gained while carrying out their duties.



- A.14.3 The individuals, or companies, participating in this ITT 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 ITT. Participants in this process should clearly indicate “**Confidential**” on items within their submission considered to be company confidential or proprietary information.
- A.14.4 Information pertaining to the National Gallery of Canada obtained by the Bidder as a result of participation in this project is confidential and **must not (M)** be disclosed without a written consent from the National Gallery of Canada.
- A.14.5 The successful Bidder 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 D. It is a condition of work that this form be signed and given to the responsible NGC Project Officer before work can be assigned.

**A.15 SECURITY CLEARED PERSONNEL**

The Contractor **shall (M)** be responsible for providing personnel security cleared at the Reliability Level. This screening will be done in accordance with Public Works Government Services Canada Industrial Security Program. The Contractor is responsible for all costs associated with the security clearance of its employees.

The selected Contractor will have to submit proof of security clearance to the Project Officer for each of the supervisors/employees, or sub-contractors assigned to work at NGC.

**A.16 BIDDERS' CODE OF CONDUCT**

A.16.1 Bidders must comply with the Code of Conduct for Procurement. As part of this Code of Conduct, the bidders must respond to bid solicitations in an honest, fair and comprehensive manner must accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:

A.16.1.1 Payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;

A.16.1.2 Corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.



- A.16.2 By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in A.16.1.1 or A.16.1.2 above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to December 31, 2019.
- A.16.3 Bidders further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:
- section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.*
- A.16.4 For the purpose of this section, business concerns, organizations or individuals are Bidder's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Bidder that is charged or convicted, as the case may be.
- A.16.5 The Contracting Authority will declare non-responsive any bid in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
- A.16.6 In circumstances where a bidder or any of the Bidder's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsection 1 and 3, the Bidder must provide with its bid, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.



A.16.7 The Bidder or any of the Bidder's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this bid solicitation.

**A.17** **CONFLICT OF INTEREST – UNFAIR ADVANTAGE**

A.17.1 In order to protect the integrity of the procurement process, bidders are advised that NGC may reject a bid in the following circumstances:

A.17.1.1 If the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict.

A.17.1.2 If the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

A.17.2 The experience acquired by a bidder who is providing or has provided the goods and services, or preliminary budget estimates for the works described in the bid solicitation (or similar goods or services) will not, in itself, be considered by NGC as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

A.17.3 Where NGC intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within NGC's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

**A.18** **EVALUATION OF BIDS**

A.18.1 Bids that do not meet the **Mandatory (M) Requirements** as per Section A.8.1 will not be evaluated.

A.18.2 Bids that do meet the **Mandatory (M) Requirements** of Section A.8.1 will be evaluated on the rated requirements (see section D.5)) and on the *Pricing Offer* if enough points are earned in the evaluation of the rated requirements..



- A.18.3 The criteria specified in this ITT, as possibly amended by Solicitation Addenda are the sole criteria, which will be used in the evaluation of the Tenders.
- A.18.4 A bid cannot be assigned or transferred in whole or in part.
- A.18.5 Unless specified otherwise in the bid solicitation, NGC will evaluate only the information and documentation provided with a bidder's bid. NGC will not evaluate information such as Bidder's submission of references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- A.18.6 The Bidder must ensure that the subcontractors, or persons, proposed in this bid 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 on the experienced and qualifications of these named entities, substitutions of the named subcontractors will not be accepted.

**A.19 BIDDERS' RESPONSIBILITIES**

- A.19.1 NGC requires that each bid, at closing date and time, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section A.11. The Bidder must have the legal capacity to contract. If a Bidder is a sole proprietorship, a partnership, or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a Tender as a joint venture.

It is the Bidder's responsibility to:

- A.19.2 Obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
- A.19.3 Prepare its bid in accordance with the instructions contained in the bid solicitation;
- A.19.4 Submit by closing date and time a complete bid;
- A.19.5 Send its bid only to NGC location described in A.9;
- A.19.6 Provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.



**A.20 NOTIFICATION, AWARD AND DEBRIEFING**

A.20.1 Once the successful Bidder and the National Gallery of Canada have executed a contract, the National Gallery of Canada will make available to all Bidders the name of the successful Bidder.

A.20.2 Debriefings are available to all Bidders after contract award. Interested Bidders are asked to send a written request to the designated NGC contracting authority responsible for the management of the Solicitation process; the name and contact information for this person are always clearly identified in the Solicitation documents. The National Gallery of Canada will be able to provide a debriefing of the Bidder's proposal to unsuccessful Bidders (via telephone), if requested, **in writing**, within ten (10) business days of the notification that they have been unsuccessful.

A.20.3 Debriefing Purpose

A.20.3.1 To explain why the Bidder did not win the contract

A.20.3.2 To demonstrate that the Tender was evaluated strictly according to criteria contained in the solicitation documents

A.20.3.3 To recommend improvements to the Proponent's Tender so the Bidder can prepare a better submission and increase chances to succeed in the future, if applicable

A.20.3.4 The information shared during the Debriefing session must respect each Bidder's right to confidentiality of specific information

A.20.3.5 To provide the Proponent with an opportunity to provide feedback to NGC regarding the solicitation process.

A.20.4 A Debriefing is not:

A.20.4.1 A page-by-page analysis of the Bidder's Tender or proposal

A.20.4.2 A point-by-point comparison of the Bidder's Tender and of the successful Bidder's Tender

A.20.4.3 A debate or defense of the NGC's evaluation results and award decision.

A.20.5 What can be Disclosed by the Contracting Authority





- A.20.5.1 For goods and services, the name of the successful Bidder and names of the unsuccessful *corporate* bidders, responsive and non-responsive. Information on Bidders who are *individuals* may qualify for exemption under the Privacy Act.
- A.20.5.2 The total amount of the winning bid, total score if applicable, or cost per point, if applicable.

**A.21** **PERFORMANCE EVALUATION**

Bidders shall take note that the performance of the Contractor during and upon completion of the Work shall be evaluated by the NGC. The evaluation will be based on the quality of workmanship; timeliness of completion of the Work; and the Contractor's overall management of the Work in relation to the level of effort required of the NGC in administering the contract. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future contracts may be suspended indefinitely.

**A.22** **ITT/OFFER**

This ITT does not constitute an offer of any nature or kind whatsoever by the NGC to any Bidder.

END OF SECTION A



## SECTION B: TENDER PREPARATION INSTRUCTIONS

### **B.1** **COMPLETION OF TENDER**

Failure to submit your tender in the following format **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 “Technical Documents”:

B.1.1.1 **Insurance Documents**, meeting requirements of article A.8.1a) and of Section E, Appendix C;

B.1.1.2 Proponent must include **Evaluation and Selection Criteria**, Section D, complete; and

B.1.1. Proponent must include **Forms**, Section G, complete.

B.1.2 Bidder must include **Pricing Offer**, Section F, complete, as per A.8.1c)

### **B.2** **TENDER FORMS**

#### **The Tender shall (M):**

B.2.1 Be submitted on the Tender forms provided in the ITT 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 ITT document;

B.2.2 Not be delivered by means of facsimile transmission; **facsimile copies of tenders are not acceptable;**

B.2.3 Be based on the ITT documents Sections A, B, C, D, E, F and G.

B.2.4 Be correctly completed in all respects,

B.2.5 Be signed in accordance with the signing procedures set out herein; the signature of the signatory shall be an original;

B.2.6 Be accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany Tender.



B.2.7 Any alteration to the pre-printed or pre-typed sections of the Tender forms, or any condition or qualification placed upon the tender **shall (M)** be direct cause for disqualification. Any alterations, corrections, changes or erasures made to statements or figures entered on the Tender Forms by the Proponent **shall (M) be initialled** by the person or persons signed the Tender. Initials **shall (M)** be original(s) in blue ink. Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.

**B.3 CONDITIONS OF TENDER**

In submitting a bid, the Proponent agrees that representatives of the National Gallery of Canada may conduct a survey of its facilities, technical abilities and financial status, to determine adequacy for the proper performance of the proposed Contract Agreement.

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

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

**B.5 AMENDMENTS TO PROPONENT'S TENDER**

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

B.5.2 Any amendment on or before the date and time set for the closing of tenders **must (M)** clearly indicate what part of the Tender the amendment is intending to modify or supplement.

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

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

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

**B.6 WITHDRAWAL OF BID**



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

**B.7** **APPLICABLE TAXES**

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

B.7.2 Any amount levied in respect of the HST will be billed as a separate item in a progress claim submitted by the Contractor, and will be paid to the Contractor in addition to the amount approved by the NGC for work performed under the contract. The Contractor will be required to remit the appropriate amount to Canada Customs and Revenue Agency in accordance with the applicable legislation.

**B.8** **ACCEPTANCE OF TENDER**

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

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

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

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

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

B.8.3 In assessing the Bidder's performance on other contracts pursuant to B.8.2, the NGC may consider, but not be limited to, such matters as:

B.8.3.1 The quality of workmanship of the Proponent in performing the work;

B.8.3.2 The timeliness of completion of the work, and



- B.8.3.3 The Proponent's overall management of the work and its effect on the level of effort demanded of the NGC and its representatives.
  
- B.8.4 The NGC may reject a bid where any of the following circumstances is present:
  - B.8.4.1 The Proponent, or any employee or subcontractor included as part of the Tender, has been convicted under Section 121 ("Frauds on the Government" & "Contractor subscribing to election fund") or 124 ("Selling or purchasing office") or 148 ("Selling defective stores to Her Majesty") of the Criminal Code;
  
  - B.8.4.2 The Proponent's bidding privileges are suspended or are in the process of being suspended;
  
  - B.8.4.3 The bidding privileges of any employee or subcontractor included as part of the Tender have been suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  
  - B.8.4.4 With respect to current or prior transactions with the Government of Canada:
    - B.8.4.4a) The Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  
    - B.8.4.4b) Evidence, satisfactory to the NGC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees or any subcontractor included as part of its Tender;
  
    - B.8.4.4c) The NGC has previously exercised or intends to exercise the contractual remedy of taking the work out of the Contractor's hands with respect to a Contract with the Tendered, any of its employees or any subcontractor included as part of its Tender;  
or
  
    - B.8.4.4d) The NGC determines that the Proponent's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Proponent executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.



- B.8.5 Where the NGC intends to reject a Tender pursuant to a provision of clause B.8.4, other than sub clause B.8.4.2, the NGC will so inform the Proponent and provide the Proponent fifteen (15) days within which to make representations, prior to making a final decision on the Tender rejection.

END OF SECTION B



**SECTION C: SCOPE OF SERVICES**

**C.1 Overview**

The National Gallery of Canada is seeking a qualified personnel agency to provide staffing services to our retail gift shop “The Boutique.” The anticipated start date for the contract is April 1, 2020.

The Proponent/Bidder **must (M)** meet the requirements under the **Federal CONTRACTOR Program for Employment Equity**. See Section E, Appendix E for full details, or HRSDC website at the following link:

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

**C.2 Services Required**

To provide the NGC Boutique with two levels of contract personnel: *Sales Assistants* and *Supervisors*:

**Base Coverage: Winter Hours (October 1 – April 30)**

The following numbers are approximate:  
2 FTE (full-time equivalent) *Supervisors*  
3-6 FTE *Sales Assistants*

**Extended Coverage: Summer Hours (May 1 – September 30)**

The following numbers are approximate:  
2-4 FTE *Supervisors*  
5-10 FTE *Sales Assistants*

**Estimated Hours for Contractors**

	# Weeks	<i>Sales Assistant</i>	<i>Supervisor</i>	Total # Hours
“Winter” Hours October-April	30	4,015	2,200	6,215
“Summer” Hours May-September	22	3,285	1,800	5,085
<b>Totals</b>	<b>52</b>	<b>7,300</b>	<b>4,000</b>	<b>11,300</b>



It is **Mandatory (M)** that *Sales Assistants* and *Supervisors* are bilingual (equivalent to Level B per the Oral Interaction Test of the Public Service Commission). Oral proficiency must be assessed by a certified language testing school or by a qualified bilingual member of the CONTRACTOR's workforce.

The PROJECT AUTHORITY reserves the right to test all personnel for language proficiency by administering the Oral Interaction Test (at Level B) of the Public Service Commission, if the language qualifications are under dispute.

It is **Mandatory (M)** that *Sales Assistants* and *Supervisors* have a minimum of 6 months of recent experience in a comparable retail store or customer service position. All *Sales Assistants* and *Supervisors* must have completed at least one post-secondary credit. The National Gallery of Canada is committed to creating a welcoming and inviting environment for its visitors, and all frontline employees should have strong customer service skills.

The personnel will be required to perform the following duties:

**Sales Assistants**

Deliver superior customer service to our clientele by:

1. Proactively welcoming, hosting, and engaging with customers as part of the shopping experience;
2. Answering customer inquiries in both official languages about all merchandise offered, both in the store and on the telephone;
3. Operating a computerized point of sale (POS) system, and performing related sales activities;
4. Monitoring store activity and assisting with daily restocking;
5. Cleaning shelves and straightening merchandise;
6. Unpacking incoming goods, as required;
7. Assisting with inventory checks, as required;
8. Pricing and preparing merchandise for sale according to established procedures (e.g. tagging, rolling posters, etc.), as required.

**Supervisors**

In addition to performing the duties of a *Sales Assistant* (as listed above), the *Supervisor* is to:

1. Act as a contact point for all work related communications between the CONTRACTOR and PROJECT AUTHORITY;
2. Provide training and orientation for new *Sales Assistants*;
3. Ensure *Sales Assistants* have up-to-date information on all promotions and products;





4. Supervise the performance of the *Sales Assistants* throughout the workday, and address any issues as they arise, and report back to the CONTRACTOR as needed;
5. Ensure that the *Sales Assistants* adhere to the hours of work for which they are scheduled, and that the daily break and lunch schedule is adhered to;
6. Prepare daily floats and balance the cash drawer at end of day;
7. Process special orders, mail orders and other specialized transactions;
8. Approve transactions where supervisor override is required (discounts and returns/exchanges);
9. Prepare & submit the weekly timesheets.

### C.3 Additional duty of the CONTRACTOR

The CONTRACTOR shall verify the suitability of all personnel provided to the NGC Boutique during the period of the contract.

The CONTRACTOR must be prepared to attend the NGC Boutique in person on a routine basis as part of overseeing the performance of their workforce (e.g. performance management, coaching, and termination).

### C.4 Work Location, Security Clearance, and Facility Access

#### C.4.1 Work Location

All work is to be performed at the National Gallery Boutique, 380 Sussex Drive, Ottawa, Ontario.

#### C.4.2 Security Clearance

The CONTRACTOR **shall (M)** be responsible for providing personnel security cleared at the *Reliability Level*, and will provide proof that such clearance has been obtained in the form of a PWGSC issued certificate.

The CONTRACTOR is responsible for all costs associated with the security clearance of its employees.

#### C.4.3 Building Passes

The PROJECT AUTHORITY will assign building passes as required to the CONTRACTOR's employees. Passes are to be returned when work assignments are concluded.

### C.5 Dress Code

Please refer to Appendix F of the ITT for the dress code requirements.



**C.6 Satellite Store**

The CORPORATION reserves the right to deploy additional sales outlets throughout its facility at 380 Sussex Drive. The CONTRACTOR will be given advance notice of any such extension to the scope of work. Typically, these are exhibition shops associated with special exhibitions.

**C.7 Coverage**

**C.7.1 Regular Coverage**

The NGC is open from 10am to 5pm during Winter Hours, and from 10am to 6pm during Summer Hours. The NGC is open until 8pm on Thursdays year round. The Boutique offers an additional 30 minutes shopping at the end of each day, and a half-hour is allotted to closing procedures. Agency personnel are required during the following times:

**Base Coverage: Winter Hours (October 1 – April 30)**

Monday	Closed
Tuesday	10:00 am to 5:00 pm
Wednesday	10:00 am to 5:00 pm
Thursday	10:00 am to <u>8:00 pm</u>
Friday	10:00 am to 5:00 pm
Saturday	10:00 am to 5:00 pm
Sunday	10:00 am to 5:00 pm

**Civic and statutory (Stat) holidays during Winter Hours:**

The NGC is *open* on New Year’s Day, Ontario Family Day, Good Friday, Easter Monday, Thanksgiving Day, Remembrance Day, and Boxing Day. Additionally, the NGC is *open* for the Québec and Ontario winter breaks (February/March).

**Extended Coverage: Summer Hours (May 1 – September 30)**

Monday	10:00 am to 6:00 pm
Tuesday	10:00 am to 6:00 pm
Wednesday	10:00 am to 6:00 pm
Thursday	10:00 am to <u>8:00 pm</u>
Friday	10:00 am to 6:00 pm
Saturday	10:00 am to 6:00 pm
Sunday	10:00 am to 6:00 pm

**Civic and statutory (Stat) holidays during Summer Hours:**

The NGC is *open* on Victoria Day, Canada Day, Ontario Civic Holiday, and Labour Day.



### C.7.2 Statutory Holidays

The NGC and its Boutique are open for all statutory holidays with the exception of Christmas Day (December 25<sup>th</sup>).

### C.7.3 “As Required” Coverage

The *Sales Assistants* and *Supervisors* will be used on an “as required” basis depending on business volume, exhibition schedule, and other economic factors. A typical work week shall consist of 0 to 37.5 hours. During previews and any special events, hours may be extended or reduced at the discretion of the PROJECT AUTHORITY.

## C.8 CONTRACTOR Performance

### C.8.1 Performance Management

The NGC will establish performance measures with the CONTRACTOR, and areas that will be monitored include, but are not limited to:

1. Compliance with NGC policies and Boutique procedures;
2. Quality of visitor greetings, as well as bilingual customer interactions;
3. Compliance with Boutique dress code;
4. Punctuality, attendance and suitability of staff;
5. Accuracy of sales transactions.

The CONTRACTOR **must (M)** assign a dedicated representative who is available to communicate with the NGC PROJECT AUTHORITY throughout the contract. Routine points of contact can be in-person, by phone or by video conference.

### C.8.2 Additional Recruitment

Changes in staffing requirements (e.g. requests for new candidates to meet increased sales volume) will be communicated to the CONTRACTOR in writing by the PROJECT AUTHORITY with a minimum of three (3) weeks’ notice (including weekends and statutory holidays). The PROJECT AUTHORITY will outline:

1. The start date associated with the change;
2. The quantity & category of employees required (*Sales Assistants* vs. *Supervisors*);
3. The number of additional weekly shifts to be filled on which days of the week;
4. The approximate number of hours per week.



If a suitable candidate for the new requirement is not available by the date required, a deduction will be applied against the next monthly invoice to reflect the shortfall (See **C.8.3 Shortfalls**).

The CONTRACTOR will be given one (1) week (including weekends and statutory holidays) to backfill unexpected vacancies.

Additional personnel required must meet the mandatory qualifications laid out in the ITT, in addition to the minimum qualifications subject to point rating in the subject ITT.

### **C.8.3 Shortfall Penalty**

The CONTRACTOR must ensure that the Boutique is fully staffed during all opening hours. The CORPORATION shall pay only for time worked. The CONTRACTOR's employees must notify the CONTRACTOR as well as the PROJECT AUTHORITY if they cannot attend a scheduled shift.

Absenteeism has an impact on operations and revenues, and any such impact that would result in lost revenue will be the responsibility of the CONTRACTOR. In the event that the Boutique is not able to open due to staff shortages, the CONTRACTOR will be responsible to cover lost revenue.

The CORPORATION will penalize the CONTRACTOR for failure to provide services based on the hours of work scheduled. This failure or "Shortfall" occurs when the required services are not supplied for a scheduled shift or a portion thereof.

No deductions for shortfalls will be made for the first 2.5 hours where services are not supplied. However, if the services are not supplied for more than 2.5 hours, deductions will be made for the entire period services were not provided, *including* the first 2.5 hours. Deductions will be made based on the tendered rates + a 10% penalty.

Examples:

- 1) A *Sales Assistant* calls in sick for a scheduled shift of 7.5 hours. The CONTRACTOR provides a replacement within the first 2.5 hours. No shortfall penalty is levied.
- 2) A *Sales Assistant* calls in sick for a scheduled shift of 7.5 hours. The CONTRACTOR is unable to provide a replacement. A penalty is levied based on "7.5 hours scheduled x the hourly rate of the Sales Assistant + 10%" and is withheld from the next month's invoice as a credit for services not provided.



#### **C.8.4 Method of Deduction for Shortfalls**

Deductions claimed by the CORPORATION for shortfalls occurring in a specific month, will be made the following month, in order to ensure the CONTRACTOR and the PROJECT AUTHORITY have sufficient time to settle any disputes with regard to specific deficiencies.

Per the shortfall calculation outlined in C.8.3, the amount deducted from the monthly invoice by the CORPORATION shall be supported by a breakdown of the deficiency(s) and the applicable deduction.

#### **C.9 Termination and Severance Pay**

The National Gallery of Canada (client) is not responsible for any termination pay and/or severance pay due to the CONTRACTOR's employees providing services under this contract.

The CONTRACTOR or the CONTRACTOR's REPRESENTATIVE must be present on site for all terminations and is responsible for the following:

1. Notifying their employee in a manner that would not disrupt the working day;
2. Retrieving the building access pass and returning it to the PROJECT AUTHORITY;
3. Returning any personal belongings left behind (e.g. items in locker) to their employee.

#### **C.10 Closure of Government Offices**

CONTRACTOR personnel are employees of the CONTRACTOR and are paid by the CONTRACTOR on the basis of services rendered. Where CONTRACTOR's employees are providing services on government premises pursuant to this contract and the said premises become non accessible due to evacuation or closure of government offices, and consequently no Work is being performed as a result of the closure, The National Gallery of Canada will not be liable for payment to the CONTRACTOR for the period of closure.

END OF SECTION C



## SECTION D: EVALUATION AND SELECTION CRITERIA

### D.1 EVALUATION COMMITTEE

The Committee will be composed at a minimum of the Chief of The Boutique and an officer from the Procurement Division 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 ITT are within the exclusive judgment of the Evaluation Committee.

The ITT Evaluation Committee has the right to:

- Contact any or all references supplied by the Bidder.
- Request clarifications from the Bidder.
- If clarifications are sought, Bidders 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

Bidders are hereby advised that failure to provide all of the information and documentation, to the degree specified in the ITT 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 no points being awarded (as in the case of rated requirements).

The Pricing Offer (Section F) **will (M)** be separated from the Proponent's Section 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:

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



- iii) Request clarification or supporting data for any point in the proposal;
- iv) Negotiate with the Bidders subject to the constraints of the mandatory requirements of this ITT.
- v) The National Gallery of Canada reserves the right to 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 Bidders.
- vi) All materials submitted by a Bidder in response to any part of this ITT 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 five (5) step bid evaluation process will commence.

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

##### **Evaluation Process:**

- Step One – Verification of all mandatory requirements described in Section D.4.1.
- Step Two – Evaluation of the point rated criteria of Bidders' Technical Proposal who passed Step One.
- Step Three – Calling of the References
- Step Four – Possible Meeting with Evaluation Committee
- Step Five – Calculation of final score, which includes opening the financial proposal.

##### **D.4.1 Step One – Mandatory Requirements**

In Step One of the evaluation process, all bids **will be (M)** evaluated for their compliance to the **mandatory (M)** requirements as per **Section A.8.1**. Any bid that fails to meet any of the mandatory requirements of the ITT **will be (M)** deemed non-responsive and **will not (M)** be considered further. The ITT 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. Bidder **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.



To be deemed compliant, documents **must (M)** be in the format specified, and **must (M)** meet all other criteria identified as **Mandatory (M)**. Proposals that meet all the Mandatory requirements will proceed to Step 2.

**D.4.2 Step Two – Point rated Criteria**

If any Proposal does not achieve 70% (56 points) of the 80 available points for all categories, the proposal will be deemed non-compliant and not be considered further and in this case, the Proponent's financial proposal will be returned to the Proponent unopened.

**D.4.3 Step Three – Verification of References**

**(Point Rated Criteria: Maximum 15 points)**

At **Step Three** of the evaluation process, the Evaluation team will verify the references provided by the Proponent in Section G, Forms.

Bidders are to fill out *Section G - Forms*. NGC will make reasonable attempts to reach at least three (3) of the provided references. There is a total of **15 points available** for REFERENCES; five (5) points maximum for each of the References. Points will be awarded for as identified in the forms provided in Section G.

**D.4.4 Step 4 – Possible Meeting with the Evaluation Committee**

The Possible Meeting with Proposed Account Representative will be held at the discretion of the NGC. The details regarding the content of the meeting and the meeting evaluation process will be forwarded to the qualifying firms invited to participate in the meeting 5 to 7 days prior to the date of the meeting.

**D.4.5 Step Five – Calculation of Final Score Including Pricing Offer**

After successful completion of the Steps One to Four consecutively, the *Pricing Offer* received from the Bidders will be opened and evaluated. The total cost price as in Section F.3 is divided by the corresponding total points to determine each Proponent's cost per point ratio. The responsive bid with the lowest cost per rated points will be ranked Number One. The responsive bid with the next lowest cost per point ratio will be ranked Number Two, and so on until all proposals have been ranked.

**The numbers and calculations used below are only a sample of how the process works. The costs and points are not related to this particular process.**





**Sample Calculation of Bids:**

	<b>Bid 1</b>	<b>Bid 2</b>	<b>Bid 3</b>	<b>Bid 4</b>
Total Points	85	80	75	90
Total Cost	\$700K	\$825K	\$675K	\$900K

**Calculation of Cost per Point:**

<b>Bid</b>	<b>Cost Per Point</b>	<b>Ranking</b>
1	$\$700K/85 = \$8,235$	1
2	$\$825K/80 = \$10,313$	4
3	$\$675K/75 = \$9,000$	2
4	$\$900K/90 = \$10,000$	3

**D.5 EVALUATION POINT RATED CRITERIA (AS PER D.4.2)**

**Note:**

- a) The following sections (D.5.1 through D.5.2) should be addressed in your proposal. Failure to address these issues will result in a loss of points.
- b) You are encouraged to expand on all of these issues. It is to your advantage (i.e. more points) to give explanations and/or examples of how your firm will address these issues or have previously addressed them on other contracts.

**Point Rated Criteria**

**D.5.1 Proposed Personnel – Overall Points Available – 60**

- (a) Supervisors should have a minimum of six (6) months retail experience and one (1) post-secondary credit. Bonus points will be given for retail experience of one (1) year or more. A quantity of two (2) résumés are to be provided (one (1) resume per supervisor) for evaluation purposes. (30 available points (up to 15 points x 2))



- (b) Sales Assistants should have a minimum of six (6) months experience and one (1) post-secondary credit. Bonus points will be given for experience of one (1) year or more. A quantity of six (6) résumés are to be provided (one (1) resume per sales assistant) for evaluation purposes. (30 available points (up to 5 points x 6))

Proposals **must (M)** clearly indicate:

- (a) The position for which each candidate is proposed;
- (b) Each candidate's relevant work experience (including previous employers, length of time in previous jobs, duties of previous jobs, supervisory experience etc.)
- (c) The NGC reserves the right to verify the details of information included in provided résumés of potential candidates.

**D.5.2 Company Rules, Regulations and Policy – Overall Points Available – 20**

D.5.2.1 Bidders will be evaluated and given points for any of the following policies and/or rules/regulations they have in place (or any additional relevant policy or regulations not detailed herein). For those areas regulated provincially, points will be given only for those benefits offered in excess of what is required under Provincial Law.

A maximum of 2 points will be awarded for each of the following:

- (a) Dismissal Policy
- (b) Harassment Policy
- (c) Probation Policy
- (d) Sick Leave
- (e) Vacation Leave

D.5.2.2 Describe what programs you have to retain and keep good people? For example: recruitment, retention and compensation programs. (10 available points)

**Total Available Points (D.5.1 & D.5.2):**

Rated Criteria                      80 points

**Each Proponent must achieve 70% overall for the rated criteria (Sections D.5.1 & D.5.2). Therefore they must obtain a minimum score of 56 points to pass to Step Three – Calling of References.**

**D.5.3 Calling of References – Overall Points Available - 15**



Item No.	Description	Possible Points Per Item
a)	Include references for three (3) contracts of similar services. The format of Section G.3 shall (M) be used for references and returned with your proposal.	15

Whatever score is obtained from the reference checks will be added to the previous total obtained.

**D.6 SCORING SYSTEM**

This is the scoring system that will be used to evaluate the each criterion.

Point scoring for questions rated at 5 points maximum

MAXIMUM POINTS	DESCRIPTION
5 - Excellent	It exceeds expectations, excellent opportunity of success and in achieving all requirements. Approach taken is very desirable. There is ample material to support approach.
4 – Above Average	It has a good probability of success. It exceeds the minimum requirements in some areas.
3 – Acceptable	It meets the minimum requirements. A basic response. It could have more description and depth to support responses.
2 – Fair	It is partially responsive. It meets the minimum requirements in some areas but not others. Falls short of expectations and has a low probability of success. It lacks detail and description.
1 – Inadequate	It fails to meet perceived needs and the approach has no probability of success. Does not meet the minimum requirements.
0 – Non-responsive	It is not addressed in the proposal.



Point scoring for questions rated at 10 or 15 points maximum

MAXIMUM POINTS	MAXIMUM POINTS	DESCRIPTION
9 or 10 (Excellent)	13, 14, 15 (Excellent)	It exceeds expectations, excellent opportunity of success and in achieving all requirements. Approach taken is very desirable. There is ample material to support approach.
7 or 8 (Above Average)	10, 11, 12 (Above Average)	It has a good probability of success. It exceeds the minimum requirements in some areas.
5 or 6 (Acceptable)	7, 8, 9 (Acceptable)	It meets the minimum requirements. A basic response. It could have more description and depth to support responses.
3 or 4 (Fair)	4, 5, 6 (Fair)	It is partially responsive. It meets the minimum requirements in some areas but not others. Falls short of expectations and has a low probability of success. It lacks detail and description.
1 or 2 (Inadequate)	1, 2, 3 (Inadequate)	It fails to meet perceived needs and the approach has no probability of success. Does not meet the minimum requirements.
0 (Non-Responsive)	0 (Non-Responsive)	It is not addressed in the tender.

END OF SECTION D



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

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

- Appendix A – NGC General Conditions
- Appendix B – Site Protocol
- Appendix C – Insurance Requirements
- Appendix D – Confidentiality Agreement
- Appendix E – Certifications
- Appendix F – Dress Code

**A copy of Appendices A, B, C, D, E and F are available for viewing and downloading purposes at [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca) .**



## SECTION F: PRICING OFFER

**A copy of the required Forms 1, 2 and 3 are available for viewing and downloading purposes at [ngc-mbac.bonfirehub.ca](http://ngc-mbac.bonfirehub.ca) .**

### **F.1 GENERAL AGREEMENT**

The Proponent agrees to the following conditions:

- F.1.1 That the Period of Contract will commence on such date as the National Gallery of Canada shall set by notice in writing.
- F.1.2 That this ITT supersedes and cancels all communications, negotiations and agreements related to the services other than those contained in the completed ITT;
- F.1.3 That this Offer is made only after carrying out a close examination of the site of the work and after studying the said specifications in the light of such examination, and that he/she is satisfied as to the scope of the services and as to the labour, materials, tools and equipment that will be required to perform the work;
- F.1.4 That this Offer may not be withdrawn for a period of **45 days** following the ITT closing date and time; however, this 45 day period shall be extended to 90 days upon written request by the National Gallery of Canada.
- F.1.5 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.1.6 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.11

## **F.2** **INVOICING INSTRUCTIONS**

Payment will only be made upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

Invoices must be submitted on the Contractor’s own invoice form and must be prepared to show:

- (a) the date;
- (b) name and address of the client department;
- (c) hours worked sorted by employee name;
- (d) item/reference number, deliverable and/or description of work;
- (e) contract number;
- (f) the amount invoiced (exclusive of the Harmonized Sales Tax (HST));
- (g) the amount of HST, as appropriate;
- (h) the deduction for holdback, if applicable;
- (i) Client Reference Number (CRN); and
- (j) Procurement Business Number (PBN).

The original and one (1) copy of the invoice together with attachments shall be forwarded, by the 5<sup>th</sup> working day of the next billing period to:

Attention: (to be determined at contract issuance)

The Contractor shall forward one copy of each invoice, together with attachments, to the Project Authority.



A preliminary invoice indicating the total amount to be billed is to be emailed to the Project Authority, within three (3) days of the end of the month. This preliminary invoice is to be used by the Boutique for end of the month budgeting purposes.

**F.3** DESCRIPTION OF PRICING

Proponents **shall (M)** complete and submit the following pricing sheets.

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

- Materials
- Wages (labour)
- Administration Cost
- Allowances
- 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 potential fees payable in relation to severance, dismissal, sick leave, vacation leave must be included in the all-inclusive hourly rate provided in your proposal. NGC will pay only for hours worked, as specified in this document.
- 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.3.3 Definition of an Hour

Hours worked are exclusive of meal breaks. Payment shall be for hours actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than an hour shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Minutes worked}}{60 \text{ minutes}} \times \text{firm hourly rate}$$





F.3.4 The NGC will not accept any travel and living expenses incurred by any contractor as a consequence of any relocation required to satisfy the terms of any resulting contract.

**F.4 PRICING OFFER**

Please note: The approximate number of hours provided in each category are used for the costing scenario purposes only, and do not constitute an actual commitment on the NGC to request from the Proponent the illustrated number of hours. NGC’s staffing needs in the Boutique fluctuate based on seasonal demands and on the anticipated visitor attendance. The actual number of staffing hours required could be more or less, that the quantity of hours indicated in the scenario shown below.

**Firm all inclusive hourly rates are as follows:**

April 1, 2020 to March 31, 2021

<u>Category</u>	Firm Hourly Rate	Approx. Hrs. per Yr.	Cost per Yr.
Supervisor	\$ _____	4,000	\$ _____
Sales Assistant	\$ _____	7,300	\$ _____
<b>TOTAL FOR YEAR 1:</b>			\$ _____

April 1, 2021 to March 31, 2022

<u>Category</u>	Firm Hourly Rate	Approx. Hrs. per Yr.	Cost per Yr.
Supervisor	\$ _____	4,000	\$ _____
Sales Assistant	\$ _____	7,300	\$ _____
<b>TOTAL FOR YEAR 2:</b>			\$ _____



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April 1, 2022 to March 31, 2023

<u>Category</u>	Firm Hourly Rate	Approx. Hrs. per Yr.	Cost per Yr.
Supervisor	\$ _____	4,000	\$ _____
Sales Assistant	\$ _____	7,300	\$ _____
<b>TOTAL FOR YEAR 3:</b>			\$ _____

**TOTAL FOR 3 YEAR CONTRACT, BASED ON COSTING SCENARIO SHOWN ABOVE: \$ \_\_\_\_\_**

**TAXES ARE EXTRA ON ALL PRICING**

**OPTION YEAR PRICING (NOT EVALUATED)**

Option Year 1 April 1, 2023 to March 31, 2024

<u>Category</u>	Firm Hourly Rate	Approx. Hrs. per Yr.	Cost per Yr.
Supervisor	\$ _____	4,000	\$ _____
Sales Assistant	\$ _____	7,300	\$ _____

Option Year 2 April 1, 2024 to March 31, 2025

<u>Category</u>	Firm Hourly Rate	Approx. Hrs. per Yr.	Cost per Yr.
Supervisor	\$ _____	4,000	\$ _____
Sales Assistant	\$ _____	7,300	\$ _____



**F.5 SIGNATURES AND CORPORATE SEAL**

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, and provide within the specified time frames **Certificate of Insurance** as detailed in this ITT (if only an Undertaking of Insurance Letter was submitted as Proof of Insurance). A statement, which provides that the Proposal is valid in all respects including price for 45 calendar days from the closing date as per Section F.1.4 of this ITT 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

**Corporate Seal:** This \_\_\_\_\_ day of \_\_\_\_\_, 2020

END OF SECTION F



**SECTION G: FORMS**

**G.1 COMPANY INFORMATION**

**TENDER TO: NATIONAL GALLERY OF CANADA**

<b>Legal Company Name:</b>	
<b>Full Address:</b>	
<b>Telephone No.</b>  (    )	<b>Fax No.</b>  (    )
<b>E-Mail Address:</b>	
<b>Name and title of person authorized to sign on behalf of Vendor Firm (Type or Print)</b>	



**G.2 ACCEPTANCE AND COMPLIANCE WITH CONDITIONS**

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 ITT Document.

**I/WE**

**Legal Name of Proponent**

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

- ✓ Section A – Bidders 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

**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 WORK REFERENCES**

**RATED CRITERIA (MAXIMUM 15 POINTS)**

Please provide the following information for **three (3) contracts** that are of similar contract value, scope and complexity **within the last five (5) years**.

It is the Proponent's responsibility to ensure that the contact names, telephone numbers and email addresses supplied for References are valid and all other information supplied is accurate. At the discretion of the Proponent, more than three (3) work References can be submitted to ensure that at least 3 of the submitted References are reachable at the time of NGC's calls. Time is of the essence in this Tender: Bidders should ensure that the information provided for the References is accurate and that the contact persons listed are reachable. NGC cannot award points for References that cannot be reached after a reasonable number of attempts.

The evaluation team will attempt to contact the Bidder's customer reference **a maximum of three (3) times** during the days of the evaluation **between 8:00 am – 3:00 pm local time**. If the customer reference does not provide a reference, the bidder(s) tender will be deemed non-responsive and receive no further evaluation.

The answers received will be documented and rated. There will be a maximum of 5 points per reference, three (3) references to be contacted, for a maximum 15 points available for References.

References provided **shall not (M)** include the National Gallery of Canada.

**G.3.1 Reference # 1**

a) Client Name & address: \_\_\_\_\_

b) Contact Name, email address and telephone number for Reference Check:

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

c) Brief Description of relevant services provided to the Client:



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d) Contract Value: \_\_\_\_\_

e) Duration of Contract:

Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewals: \_\_\_\_\_

Description	Maximum points available per reference called	Actual Points Awarded
1. Level of Client satisfaction in regards to performance of the Bidder with work planning (site preparation, managing resources, etc).	1	
2. Level of Client satisfaction with respect to schedules	1	
3. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed of job progress, delays, etc.	1	
4. Overall Client satisfaction with job performance	2	
<b>TOTAL POINTS, PER REFERENCE</b>	<b>5 POINTS</b>	



**G.3.2 Reference # 2**

a) Client Name & address: \_\_\_\_\_

b) Contact Name, email address and telephone number for Reference Check:

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

c) Brief Description of relevant services provided to the Client:

d) Contract Value: \_\_\_\_\_

e) Duration of Contract:

Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewals: \_\_\_\_\_

Description	Maximum points available per reference called	Actual Points Awarded
1. Level of Client satisfaction in regards to performance of the Bidder with work planning (site preparation, managing resources, etc).	1	
2. Level of Client satisfaction with respect to schedules	1	
3. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed of job progress, delays, etc.	1	
4. Overall Client satisfaction with job performance	2	
<b>TOTAL POINTS, PER REFERENCE</b>	<b>5 POINTS</b>	





**G.3.3 Reference # 3**

a) Client Name & address: \_\_\_\_\_

b) Contact Name, email address and telephone number for Reference Check:

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

c) Brief Description of relevant services provided to the Client:

d) Contract Value: \_\_\_\_\_

e) Duration of Contract:

Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewals: \_\_\_\_\_

Description	Maximum points available per reference called	Actual Points Awarded
1. Level of Client satisfaction in regards to performance of the Bidder with work planning (site preparation, managing resources, etc).	1	
2. Level of Client satisfaction with respect to schedules	1	
3. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed of job progress, delays, etc.	1	
4. Overall Client satisfaction with job performance	2	
<b>TOTAL POINTS, PER REFERENCE</b>	<b>5 POINTS</b>	



**G.3.4 Reference # 4 (OPTIONAL)** - in case NGC cannot reach some of the References listed as # 1 to 3

a) Client Name & address: \_\_\_\_\_

b) Contact Name, email address and telephone number for Reference Check:

Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

c) Brief Description of relevant services provided to the Client:

d) Contract Value: \_\_\_\_\_

e) Duration of Contract:

Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewals: \_\_\_\_\_

Description	Maximum points available per reference called	Actual Points Awarded
1. Level of Client satisfaction in regards to performance of the Bidder with work planning (site preparation, managing resources, etc).	1	
2. Level of Client satisfaction with respect to schedules	1	
3. Level of Client satisfaction related to communication with the Bidder in regards to keeping client informed of job progress, delays, etc.	1	
4. Overall Client satisfaction with job performance	2	
<b>TOTAL POINTS, PER REFERENCE</b>	<b>5 POINTS</b>	



**G.4**    **ADDENDA**

Number	Date Issued

Addenda will be issued by the National Gallery of Canada (NGC) regarding any changes and answers to questions that may arise during the tender period. Completion of this section will ensure to the NGC that you have received and factored this information into your Tender total.

Proponents **shall (M)** fill out Section G.5 with the numbers and dates of changes posted by the NGC to ensure that the offer received contains any additional information provided by NGC in relation to this ITT.

END OF SECTION G

END OF THE ITT DOCUMENT