



REQUEST FOR STANDING OFFER (RFSO)

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Subject:

X-Ray Baggage Scanners (includes installation, training and service)

For further details, please refer to the Statement of Requirement attached as **Part 3** of this document.

Issue Date:
September 26, 2014

Closing Date and Time:
October 17, 2014 at 11:00am
Eastern Standard Time

RFSO No:
SEN-002 14/15

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SENATE INFORMATION

Delivery address:

The Senate of Canada
Finance and Procurement Directorate
40 Elgin Street, Chambers Building, Room 1134
Ottawa, Ontario
K1A 0A4
Attn: Jean Millette

PLEASE MARK ALL CORRESPONDANCE AND ENVELOPES WITH THE RFP NUMBER INDICATED ABOVE.

ELECTRONIC BIDS WILL NOT BE ACCEPTED.

Contact:

Jean Millette
Contracting Officer

Telephone no:

613-947-1932 or 1922

E-mail:

jean.millette@sen.parl.gc.ca

SUPPLIER SIGNATURE BLOCK

The bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document the goods or services listed herein and on any attachment at the price(s) set out therefor.

PLEASE COMPLETE, SIGN, AND RETURN ALL DOCUMENTS ENCLOSED WITH YOUR RESPONSE.

Name of Firm: _____

Authorized Signature: _____

Name: _____

Position Title: _____

E-Mail Address: _____

GST Registration or Business Number: _____

Date: _____ **Telephone no.** _____ **Fax:** _____



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PART 1 - INSTRUCTIONS TO BIDDERS**1. Prelude**

- I. The Senate of Canada invites the submission of offers for the provision of goods or services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFP).
- II. The Senate of Canada will consider issuing a Standing Offer for the implementation of the offer which offers the best overall value in terms of merit and cost, having regards to the mandatory requirements and evaluation criterion set forth in this Request for Standing Offer. The lowest offer will not necessarily be accepted. The Senate of Canada reserves the right not to issue a Standing Offer as a result of this process.
- III. Offers that do not clearly meet all the mandatory requirements set forth in this RFSO and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will be disqualified.
- IV. Should there be any discrepancies between the English & French document, the English version of the RFSO will take precedence over the French RFSO.

2. Taxes & Shipping

- I. All taxes are to be excluded from the price proposal.
- II. The Offeror will be responsible to make all arrangements and pay for all shipping costs to destination, including packaging and custom and excise taxes. Furthermore, the title of all goods will remain that of the contractor during transit.

3. Price Certification

- I. By submitting an offer, the Offeror certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Offeror's most favored customer, for like quality and quantity of the goods, work or services. This certification is subject to verification by audit, at the discretion of the Senate of Canada.

4. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFSO.
- II. Failure to sign the cover page will result in the disqualification of the offer.

5. Format

- I. Offerors must ensure that all sections in Part 4- Evaluation Criteria and Part 5 – Basis of Payment, of this RFSO are completed. Offerors' technical proposal in response to this RFSO must be clear and must contain an index that will facilitate the cross reference of information required in regard to mandatory requirements and evaluation criteria by the evaluation committee.

6. Required Number of Copies

- I. A total of three (3) copies of the offer must be supplied. Only one (1) copy of the Cost Proposal along with the detailed cost breakdown is required in a separate and sealed envelope. No financial information can be included in the technical proposal.

7. Irrevocable Proposals

- I. Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive Offerors in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive Offerors, the Senate of Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive Offerors, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation.



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8. Evaluation Method

- I. Evaluation will be performed using the criteria set forth in Part 4, "Evaluation Criteria", of this RFP.
- II. In its technical proposal, the Offeror must demonstrate its understanding of the requirement described in the RFSO, as well as demonstrate how the Offeror will meet the requirements as detailed in Part 4, Evaluation Criteria.
- III. Offerors should provide sufficient details to address each of the points of the evaluation criteria as specified for each criterion. Simply repeating the statement contained in the solicitation is not sufficient.
- IV. The evaluation grids that are included in the RFSO are for Offeror's information and are not to be used as a "fill in the blanks" form to be submitted without specific details included in the Offer to describe each required element of the rated criteria.
- V. Offerors must ensure that all information in response to the RFSO is contained in its bid. The Offeror's response to the RFSO must be void of any hotlinks or web addresses. The Senate of Canada will only consider and evaluate information contained in the bid.

9. Cost Related to the Preparation of Proposal

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFSO.

10. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFSO is stated on the cover page of this document. Any communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Bidder's proposal. Answers to all questions shall be communicated in writing via www.BuyAndSell.gc.ca/tenders.
- II. It is the responsibility of the Offeror to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Offeror during the evaluation of offers to obtain clarifications.
- III. All enquiries regarding this RFSO must be received by e-mail at: jean.millette@sen.parl.gc.ca or by fax at 613-947-1943 by the Standing Offer Authority, at least five (5) working days before the closing date.
- IV. To ensure the equality of information among Offerors, answers to enquiries which are relevant to the quality of proposals will be forwarded to all invited Offerors simultaneously without revealing the sources of the inquiry.

11. Provision of False or Incorrect Information

- I. The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Offeror to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

12. Security Accreditation Check

- I. The Offeror, in accordance with the Senate's security requirements, will be responsible for a Senate security accreditation check which must be conducted on all outside service providers who will carry on business in the Senate. The Offeror is responsible to ensure that its employees, assigned to the subsequent contract(s), are security cleared otherwise these individuals will be denied access. Upon issuance of the Standing Offer, the Offeror must contact the Senate Protective Service at 613-996-7036 or submit the completed form(s) to:

*Senate of Canada
Protective Services
Operations and Planning Officer
214 – 56 Sparks Street
Ottawa, Ontario
K1A 0A4
Fax number: 613-943-0032*



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13. Debriefing Sessions

- I. After issuance of a Standing Offer, Offerors may request a debriefing on the results of the bid solicitation process. Offerors should make the request to the Standing Offer Authority within five (5) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

14. Closing Date and Time

- I. Proposals must be received no later than **October 17, 2014 at 11:00am EST**. Proposals received after this time and date will remain unopened and will not be considered.
- II. All proposals will be ensured complete physical security from the time of receipt to the time of opening. Proposals will not be publicly opened.

15. Funding Approvals

- I. Offerors should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Offeror may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.



PART 2 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. Standing Offer

1. Appropriate Law

- I. The Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

2. Interpretation

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part;
- II. "Call-up" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between the Senate of Canada and the Offeror for the goods, services or both described in the Call-up;
- III. "Supplementary Conditions" means any other general conditions forming part of the contract;
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered;
- V. "Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make Call-Ups against the Standing Offer;
- VI. "Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to the Senate of Canada under the Standing Offer;
- VII. "Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text and any other document specified or referred to as forming part of the Standing Offer;
- VIII. "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of the Senate of Canada in the management of the Standing Offer.

3. General

- I. The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer does not oblige or commit the Senate of Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that the Senate of Canada has the right to procure goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

4. Offer

- I. The Offeror offers to provide and deliver to the Senate of Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Identified User may request such goods, services or both, in accordance with the conditions listed at subsection II below.
- II. The Offeror understands and agrees that:
 - a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
 - The Senate of Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - the Standing Offer cannot be assigned or transferred in whole or in part;
 - the Standing Offer may be set aside by the Senate of Canada at any time.

5. Withdrawal

- I. In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than ninety (90) days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The ninety (90) days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

6. Joint-Venture

- I. If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by the Senate of Canada.



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7. Period of the Standing Offer

- I. The period for making call-ups against the Standing Offer is from issuance to December 31, 2017.

8. Standing Offer Authority

The Standing Offer Authority is:

Jean Millette
Supervisor, Purchasing and Contracting
The Senate of Canada

Telephone: 613-947-1932

E-mail address: jean.millette@sen.parl.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

9. Project Authority

- I. The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.
- II. The Project Authority is the representative of the Senate of Canada for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

10. Identified Users

- I. The Identified Users, authorized to make call-ups against the Standing Offer, are employees of the Senate of Canada, Finance and Procurement Directorate, holding appropriate contracting delegation.

11. Financial Limitation

- I. The total cost to the Senate of Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to the Senate to exceed the said sum, unless an increase is so authorized.
- II. The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. Call-Up Instrument

- I. The Work will be authorized by the Identified User(s) using a Purchase Order.

13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) Statement of Requirement;
- d) Basis of Payment;
- e) the Offeror's offer dated _____ .



B. Resulting Contract Clauses

1. Status of the Offeror

- I. The Offeror is an independent contractor engaged by the Senate of Canada to perform the Work. Nothing in the contract is intended to create a partnership, a joint venture or an agency between the Senate of Canada and the other Party or Parties. The Offeror must not represent itself as an agent or representative of the Senate of Canada to anyone. Neither the Offeror nor any of its personnel is engaged as an employee or agent of the Senate of Canada. The Offeror is responsible for all deductions and remittances required by law in relation to its employees.

2. Time is of the Essence

- I. Time is of the essence in this contract. It is essential that the Work be performed within or at the time stated in the Offeror.
- II. Any delay by the Offeror in performing the Offeror's obligations under the contract which is caused by events beyond the Offeror's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Offeror shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Offeror will utilize to overcome the delay.
- III. Unless the Offeror complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Offeror has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

3. Indemnity Against Claims

- I. Except as otherwise provided in the contract, the Offeror shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of:
 - any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
 - any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

4. Right to Inspection

- I. The Senate of Canada reserves the right of access to any records resulting from this contract.

5. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Offeror is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate of Canada if it is determined that the work, services or goods provided by the Offeror are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate upon a thirty (30) day written notice if it is determined that the services or goods provided by the Offeror, either in whole or in part are no longer required.
- IV. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

6. Warranties

The Offeror warrants that:

- I. The Offeror is competent to perform the Work required under this Contract and the Offeror has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Offeror shall provide under this Contract a quality of service at least equal to that which Offerors generally would expect of a competent Offeror in a like situation;
- III. The Offeror has complete authority to enter into this Contract;



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IV. The Offeror warrants all work and services performed or goods delivered for a period of no less than 12 months from the completion of services or date of delivery.

7. Records to be Kept by the Offeror

- I. The Offeror shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Offeror including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Offeror shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services or delivery of goods.

8. Confidentiality

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Offeror or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

9. Rules and Regulations

- I. In its operation, the Offeror and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Offeror from exercising its rights and duties hereunder.

10. Miscellaneous Restrictions or Implied Obligations

- I. Under no circumstances shall the Offeror use any stationery with a Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Offeror is engaged as an independent contractor providing services to the Senate and that the Offeror's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Offeror or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

11. Performance

- I. The Offeror shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

12. Amendments to the Agreement

- I. No person other than the Manager of Purchasing and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

13. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information ("work") produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

14. Conflict of Interest

- I. The Offeror declares that the Offeror has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Offeror shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.



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15. Discrimination and Harassment in the Workplace

- I. The Offeror declares that the Offeror its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Offeror, its Directors or Officers during the life of this Contract, the Senate reserves the right to immediately terminate the Contract. In such cases, the Senate shall only be liable for payment for goods already delivered and accepted or services already performed. No other costs or fees shall be due or payable by the Senate.

16. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes.
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

17. Basis of Payment

- I. Any resulting contract will be a firm price all inclusive contract in accordance with the costs outlined in the Part 5 – Basis of Payment.
- II. In consideration of the satisfactorily completing all of its obligations under the Offeror, the Offeror will be paid a firm unit price, as specified in PART 5 for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- III. The Senate of Canada will not pay the Offeror for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- IV. The Senate reserves the right to negotiate and/or dictate payment schedules with the winning bidder before contract award.

18. Invoicing

- I. An itemized invoice certified by the Offeror shall be forwarded to:

The Senate of Canada
 Finance and Procurement Directorate
 Parliament Buildings
 Ottawa, Ontario
 K1A 0A4

or by e-mail at: finpro@sen.parl.gc.ca

- II. Payment by the Senate to the Offeror for work, or goods, shall be made:
 - a) In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
 - b) In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
 - c) If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

19. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please send an e-mail to request a direct deposit form at: finpro@sen.parl.gc.ca.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

20. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the Offeror according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.

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- III. "Date of payment" means 30 days from the date of receipt of the invoice at the Senate.
- IV. The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3%.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Offeror. In the event that the Senate is not responsible for the delay in paying the Offeror, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Offeror any interest on unpaid interest.

21. Advertisement

- I. The Offeror shall not without prior written consent from the Senate, advertise or publicize any work performed or goods provided to the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Offeror from Senate source files.

22. Entire Agreement

- I. This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.



PART 2C - Supplementary Terms and Conditions – Hardware

Part I – Conditions Common to Hardware Transactions

1. Interpretation

In the Contract, unless the context requires otherwise,

- I. "Delivery Date" means the date specified in the Contract for the delivery of the Hardware. If no date is specified elsewhere in the Contract, the Delivery Date is for any initial delivery, ten (10) weeks from the date of the Contract; for any Hardware purchased under an option, ten (10) weeks from the date the option is exercised; and if the Contract provides for multiple orders, ten (10) weeks from the date of each order;
- II. "Downtime" means the time, measured in hours and whole minutes, during which the Hardware is not available for Fully Functional Operation during User Time because of a malfunction of the Hardware. Downtime starts when the Senate notifies the Supplier that the Hardware is not available for Fully Functional Operation and ends when the malfunction has been corrected and the Supplier notifies the Senate that the Hardware has been restored to Fully Functional Operation, unless the Senate then notifies the Supplier that the Hardware is still not available for Fully Functional Operation;
- III. "Firmware" means any computer programs stored in integrated circuits, read-only memory, or other similar devices within the Hardware;
- IV. "Fully Functional Operation" means that the Hardware is working according to all the Specifications, so that all of the available functionalities of the Hardware can be used;
- V. "Terms and Conditions" means the Terms and Conditions that form part of the Contract;
- VI. "Hardware" means all the equipment, materials, matters and things to be provided by the Supplier to the Senate under the Contract (including cables and other ancillary items), and includes Firmware, if any, but does not include software or services. Also, unless the context requires otherwise, each time the term "Hardware" is used, it will be read as also applying to each System delivered under the Contract;
- VII. "Hardware Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Supplier to the Senate for use with the Hardware, whether it is to be supplied in printed form or on an electronic storage medium, such as a CD-ROM;
- VIII. "Maintenance Service" has the meaning given in Part IV;
- IX. "Operational Use Time" means the time, measured in hours and whole minutes, during which the Hardware performs its functions or activities in accordance with the Specifications during User Time, and includes all intervals between the stop and start times of the Hardware during User Time that do not constitute Downtime, such as maintenance scheduled in advance with the Senate;
- X. "Ready for Use" describes the Hardware once the Supplier has delivered it and, if applicable, has installed, integrated and configured it so that it is available for Fully Functional Operation;
- XI. "Specifications" means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and also includes, except to the extent inconsistent with anything in the Contract, any such description set out or referred to in any brochure, product literature or other documentation provided by the Supplier under the Contract, as well as any technical documentation published or made generally available by the manufacturer of any of the Hardware. For any System to be provided, if there is any inconsistency between the Specifications for an individual System component and the Specifications for the System as a whole, the Specifications for the System will prevail over the Specifications for any System component;
- XII. "System", in these supplementary terms and conditions, means the integrated combination of any of the Hardware delivered under the Contract and any other equipment, materials or software described in the Contract that are interconnected with or that otherwise interoperate with the Hardware together as a unit. There may be multiple "Systems" including different items of Hardware delivered under the Contract and a System may include custom software;
- XIII. "User Time" means 7:00 a.m. to 7:00 p.m., Eastern Time, Monday to Friday, excluding statutory holidays observed by the Senate at the site where the Hardware is being used.

The following provides details about the section applications:

Part I of these supplementary terms and conditions applies to the relationship between the Parties with respect to Hardware transactions generally.

Part II of these supplementary terms and conditions applies to any Hardware being purchased under the Contract.



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Part III of these supplementary terms and conditions applies if any Hardware is being purchased under the Contract.

Part IV of these supplementary terms and conditions applies if Part III applies, or if the Contract is for maintenance of Hardware already owned by the Senate.

2. Hardware Must Be New

- I. All Hardware supplied by the Supplier, including parts used to provide the Hardware Maintenance Service under Part IV, must be new and unused. The Hardware must also:
 - a) be off-the-shelf, meaning it must be composed of standard equipment requiring no further research or development;
 - b) be a model that is still in production by the manufacturer at the time of delivery and the manufacturer certifies a minimum **seven (7)** years future in the prudent life cycle at the time of the bid; and
 - c) conform to the version of the applicable specification or part number of the manufacturer in effect at the time of delivery.
- II. Unless the Contract provides otherwise, hardware or parts that have been refurbished or are certified as "equal to new quality" are not acceptable, including for the Hardware Maintenance Service.

Part II – Conditions Common to Lease and Purchase

3. Delivery and Installation

- I. The Supplier must deliver, install and make the Hardware fully functional to the location(s) designated by the Senate no later than the date specified on the Purchase Order. The Supplier must pay all costs associated with replacing any items damaged in transit to the final destination. The Supplier acknowledges that no item will be considered delivered no later than the date specified on the Purchase Order if it is damaged and not ready for the Senate to begin its acceptance procedures. The Supplier must, at a minimum, package the Hardware according to industry standards and includes a packing slip with each shipment. The Supplier must also arrange for any rigging and drayage necessary to deliver the Hardware. All costs associated with packaging, shipping, transportation and delivery are included in the price of the Hardware.

4. Special Site Delivery or Installation Preparation Requirements

- I. The Senate must prepare the site at its own expense in accordance with the site preparation requirements described in the Contract.
- II. If the Contract provides that there are special site preparation requirements, but does not describe them, the Offeror must deliver a complete written description of them to The Senate immediately following the date of the Contract or, if the Delivery Date is more than thirty (30) days after the date of the Contract, at any time at least thirty (30) days before the Delivery Date. If the Offeror delivers the special site preparation requirements to Senate by this time, and Senate does not object to any of the Offeror's requirements within ten (10) days, Senate must prepare the site according to these requirements. If Senate is required to make any alterations or modifications because the Offeror's special site preparation requirements were incomplete or incorrect, the Offeror must reimburse Senate for any additional expenses it incurs. The Offeror guarantees that, if the site is prepared and maintained by Senate according to the special site preparation requirements, the resulting environment will permit the Hardware to operate according to the Specifications.
- III. The Senate must complete the special site preparations and notify the Offeror that the site is ready at least five (5) working days before the Delivery Date, after which the Offeror may inspect the site at a time agreed to by Senate. Inspection by the Offeror does not relieve The Senate of its obligation to prepare the site according to the special site preparation requirements described in the Contract.
- IV. If The Senate does not prepare the site according to the special site preparation specifications on time, unless the delay is due to an event reasonably beyond Senate 's control, the Offeror will be entitled to be reimbursed for any additional costs that it can demonstrate that it reasonably and properly incurred as a direct result of the delay.

5. Installation, Integration and Configuration

- I. At the request of the Senate or unless provided otherwise in the Contract, the Supplier must unpack, assemble, install, integrate, interconnect, and configure all the Hardware at the location(s) specified in the Contract. Where necessary to complete this part of the Work, the Supplier must provide all required moving and installation resources, including but not limited to personnel, packing material, vehicles, cranes, and floor protection panels. After completing this part of the Work, the Supplier must provide the Senate on-site representative with written notification that the Hardware is Ready for Use.
- II. The Supplier must supply all materials required to complete the assembly, installation, integration, interconnection, and configuration of the Hardware at the location(s) specified in the Contract so that it is Ready for Use and



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acceptance, including providing and setting up all the required connections to the power supply and any other necessary utilities, cables, as well as any other accessories or supplies.

- III. The Supplier must leave all work areas clean and tidy at the end of each workday and once the Work is complete, which includes removing and disposing of all packing materials.
- IV. All costs associated with the Work described in this section shall be included in the bidder's proposal.

6. Certification of Electrical Equipment

- I. The Supplier guarantees that all electrical equipment delivered under the Contract either:
 - a) is certified by an organization accredited by the Standards Council of Canada in accordance with Part I of the Canadian Electrical Code; or
 - b) has been inspected by an organization acceptable to the Chief Electrical Inspector in the province, territory or city in Canada where the electrical equipment will be delivered, in which case the Supplier must present evidence of this inspection if requested to do so by the Senate .

7. Hardware Documentation

- I. The Supplier must provide to the Senate the same Hardware Documentation that it provides to other purchasers of similar hardware and must include all supplements and revisions to the Hardware Documentation effective up to the Delivery Date. The Hardware Documentation must at least include all the documentation available to consumers from the manufacturer of the Hardware about the technical specifications of the Hardware and the Firmware, installation requirements, and operating instructions, as well as details about the software programs with which the Hardware functions, regardless of whether licenses to those software programs are provided under the Contract.
- II. The Supplier guarantees that the Hardware Documentation it provides is sufficiently detailed to allow the Senate to use and test all the Hardware's functions.
- III. If the Contract states that the Supplier must provide maintenance documentation, the Supplier guarantees that the Hardware Documentation it provides is sufficiently detailed to permit the Senate, or someone authorized by the Senate, to maintain and repair the Hardware properly, and to test it for that purpose.
- IV. The Supplier must deliver the Hardware Documentation to the Senate with the Hardware. If multiple units are delivered, unless the Contract specifically provides otherwise, the Supplier must provide one complete set of Hardware Documentation with each item of Hardware, in both official languages, in hard copy and electronic copy.
- V. If there are changes to the Hardware during the contract period, the Supplier must update the Hardware Documentation, at no additional cost to the Senate. The Supplier must provide these updates within ten (10) working days of the updates being made available by the manufacturer. If available from the manufacturer, the updates must include supporting documentation that identifies any problem resolved or enhancement made to the Hardware, any new feature(s) added, and any necessary installation instructions.
- VI. Despite anything in the Terms and Conditions concerning copyright, the copyright in the Hardware Documentation will not be owned or transferred to the Senate. However, the Senate has the right to use the Hardware Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Hardware, with the Senate making reasonable efforts to include any copyright and proprietary right notices that are part of the original document.
- VII. Unless provided otherwise in the Contract, the Hardware Documentation must be delivered in both English and French. If the Contract provides that the Hardware Documentation is only required in one of Canada's official languages, the Senate has the right to translate it or have it translated for its own use. The Senate owns any translation and is not required to provide it to the Supplier. The Senate must include any copyright and proprietary right notices that are part of the original document in any translation. The Supplier is not responsible for technical errors that arise as a result of any translation made by the Senate.

8. Minimum Availability Level Requirement

- I. Each item of Hardware must achieve the Minimum Availability Level of its entirety availability in mission-critical business environment as specified in the Proposal and will be calculated on a yearly basis. If no Minimum Availability Level is specified, this section does not apply to the Contract.
- II. The availability level achieved each year must be calculated as follows:

$$\text{Operational Use Time} / [\text{Operational Use Time} + \text{Unscheduled Downtime}] \times 100\%$$
- III. If the Contract states that no availability level reports are required, the Supplier acknowledges that the Senate may monitor the availability level or perform testing at any time during the contract period.



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IV. If any Hardware does not meet the Minimum Availability Level, in addition to any other remedy provided for in the Contract, the Supplier must immediately perform Hardware Maintenance Service to restore the Hardware to Fully Functional Operation at the Minimum Availability Level.

9. Availability-level Testing Before Acceptance

- I. Availability-level testing may be required by the Senate before acceptance if the Contract specifies a Minimum Availability Level. If no Minimum Availability Level is specified, this section does not apply to the Contract.
- II. The Supplier must notify the Technical Authority in writing once the work under section 5 is complete and the Hardware is Ready for Use. The Senate must start any availability-level testing within **five (5)** working days after receiving this notice or by the Ready-for-Use date specified in the Contract, whichever is later.
- III. Without affecting any of the Senate ' other rights or remedies under the Contract, the Senate must have full access to the Hardware and may make unrestricted operational use of it after the Supplier has given notice that it is Ready for Use or, where installation is the Senate ' responsibility, after it is delivered to and installed by the Senate . However, the Senate must provide the Supplier, at all times before the Hardware is accepted, with priority access to the Hardware to maintain it and to perform the Contract.
- IV. To pass the availability-level test, the Hardware must achieve the Minimum Availability Level for thirty (30) consecutive days within ninety (90) days of the start of testing.
- V. If the Hardware does not pass the availability-level tests in the time described in subsection 9.4, the Senate may, without affecting any other rights or remedies described in the Contract, choose to do one or more of the following
- require the Supplier to replace some or all of the Hardware with new Hardware, which would again be subject to availability-level testing and acceptance;
 - extend the availability-level testing period; and/or
 - terminate the Contract for default, at no cost to the Senate .
- VI. If the Senate does not carry out any availability-level testing within the time described in this section, when the availability level of the Hardware is calculated, the time during which the Senate otherwise would have conducted that testing will be considered uninterrupted Operational Use Time. However, this will not apply if the Senate is unable to start or continue the availability-level testing because of an event reasonably beyond the Senate's control. In that case, the Senate may temporarily suspend the availability-level testing and the time limits for testing referred to in this section or elsewhere in the Contract will be extended by the number of days that testing is suspended, up to a maximum extension of sixty (60) working days.
- VII. If the Senate determines that the Hardware successfully passes the availability-level testing, which in addition to the above may include tests of any function of the Hardware to determine whether it meets the Specifications, the first day of the 30-working day period in which the Hardware achieves the Minimum Availability Level will be considered the acceptance date.

10. Acceptance

- I. The Hardware, including all the Work related to it, is subject to acceptance by the Senate. As part of its acceptance process, the Senate may test any function of the Hardware to determine whether it meets the Specifications. If any of the Work does not meet the requirements of the Contract, the
- II. Senate may reject it or require that it be corrected at the Supplier's expense before accepting it. No payments for the Hardware are due under the Contract unless the Hardware is accepted.
- III. Acceptance by the Senate does not relieve the Supplier of its responsibility for defects in the Hardware or other failures to meet the requirements of the Contract or of its warranty or maintenance obligations under the Contract.
- IV. Except where section 9 "Availability-level Testing Before Acceptance" applies, the procedure for acceptance will be as follows:
- the Supplier must notify the Project Authority in writing once the Hardware is Ready for Use by referring to this provision of the Contract and requesting acceptance of the Work;
 - the Senate will have thirty (30) working days to perform its acceptance procedures (the "Acceptance Period"); and
 - if the Senate provides notice of any deficiency during the Acceptance Period, the Supplier must address the deficiency at no cost to the Senate as soon as possible and notify the Senate in writing once the Work is complete, at which time the Senate will be entitled to re-inspect the Work and the Acceptance Period will start again.
- V. If the Contract states that the System consists of the Hardware together with Licensed Software and/or Custom Software, the period for conducting any acceptance tests for the System, including any Licensed Software and any



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Custom Software components of the System, will be the Acceptance Period for the Hardware specified in these supplementary terms and conditions.

11. Firmware

- I. The Supplier must deliver the Hardware equipped with all the Firmware required to use all the Hardware's functions.
- II. The Senate will not own any of the Firmware, but the Supplier grants to the Senate a perpetual, non-exclusive, irrevocable, royalty-free license to use the Firmware with the Hardware. The Senate may transfer this license if the Senate transfers ownership of the Hardware to a third party. Any reference in the Contract to the Firmware being a deliverable is a reference to the license to use that Firmware, not ownership of the Firmware.
- III. The Supplier guarantees that it has the right to license the Firmware and the full power and authority to grant to the Senate the rights to use the Firmware described in this section. The Supplier also guarantees that all necessary consents to that grant have been obtained.

12. Total System Responsibility

- I. If the Contract provides that the Hardware is part of one or more Systems, the Supplier must supply the System(s) as a whole and ensure that each System is available for Fully Functional Operation at all times.
- II. If the Contract provides that the Supplier must incorporate the Senate Property into the System, the obligations under subsection 1 include the Senate Property and the Supplier must make any adjustments to the Senate Property required to ensure compatibility with the rest of the System. If requested to do so by the Senate during the Hardware Warranty Period (defined below), the Supplier must as soon as possible correct any failure of the System to conform to the Specifications that is caused by the improper interconnection or integration of any Senate Property into the System. This provision survives acceptance of the Work and does not limit any of the Supplier's warranty or maintenance obligations under the Contract.
- III. Despite subsections 1 and 2, the Supplier is not responsible for a failure of the System to meet the Specifications, if that failure is directly caused by a defect in any Senate Property, or by any failure of the Senate Property to meet its specifications. This subsection does not apply to any Senate Property that was originally supplied to the Senate by the Supplier, but is then made available by the Senate to the Supplier for use under the Contract.

Part III – Additional Conditions: Purchase

13. Ownership of the Purchased Hardware and Risk of Loss or Damage

- I. Unless provided otherwise in the Contract, including subsection 2, the Senate becomes the owner of the Hardware once the Hardware has been delivered to and accepted by the Senate according to the conditions of the Contract.
- II. If the Senate pays the Supplier for any materials, parts, work-in-process, or finished work, either by way of progress payments or otherwise, then the Senate will own them once the payment is made, unless ownership has already passed to the Senate under another provision of the Contract. The fact that ownership has transferred to the Senate does not mean that the Senate has accepted the materials, parts, work-in-process or finished work, and does not relieve the Supplier of its obligation to perform the Work in accordance with the Contract. Also, the risk of loss or damage to the materials, parts, work-in-process or finished work remains with the Supplier until they are delivered to the Senate in accordance with the Contract, even if ownership has transferred to the Senate.
- III. After delivery, the Supplier remains responsible for the loss of or damage to any part of the Work caused by the Supplier or any subcontractor or any person for who either is responsible.
- IV. The Supplier guarantees that it has the right to transfer ownership of the Hardware to the Senate and that there are no liens, attachments, charges, encumbrances, or claims affecting the Hardware. Once ownership passes to the Senate, the Supplier must, at the Senate's request, establish to the Project Authority's satisfaction that the title is free and clear of all liens, attachments, charges, encumbrances, or claims. If requested to do so by the Project Authority, the Supplier must execute any transfer documentation and take any other steps that are necessary to perfect the Senate's title.

14. Warranty for Purchased Hardware

- I. Even if the Senate has accepted the Work, the Supplier guarantees that, for sixty (60) months after the Hardware is accepted (the "Hardware Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects and conform in all ways with the requirements of the Contract, including the Specifications and any Minimum Availability Level statement. Because items of Hardware may be accepted on different days, the Hardware Warranty Period for different items of Hardware delivered under the Contract may begin and end on different days. If the Contract provides that the System consists of the Hardware together with Licensed Software and/or Custom Software, the Hardware Warranty Period will also apply to the Licensed Software and/or Custom Software components of the System and this longer period will apply to all the warranty, maintenance and support obligations described in the Standing Offer.



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- II. This warranty does not apply to a specific item of Hardware if the only reason that item fails to conform to the requirements of the Contract is due to the following:
- a) the Senate is negligent or does not use the Hardware in accordance with the Specifications;
 - b) electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract;
 - c) a person other than the Supplier, a subcontractor or a person approved by either of them modifies the Hardware or attaches equipment to the Hardware that was not designed or approved for use with the Hardware by the Supplier, a subcontractor, or the manufacturer of the Hardware; or
 - d) the Senate uses consumable supplies or materials in or on the Hardware that are supplied by a person other than the Supplier or a subcontractor or a person for whom either of them is responsible, if those consumables or materials do not conform to the Specifications or to the Hardware manufacturer's instructions to consumers.
- III. The Supplier must provide Hardware Maintenance Service for the Hardware throughout the Hardware Warranty Period. All charges and costs associated with providing the Hardware Maintenance Service during the Hardware Warranty Period are included in the price of the Hardware. The Supplier must continue to provide Hardware Maintenance Service for any parts of the Hardware that are repaired, replaced or otherwise made good as part of the Hardware Maintenance Service for the remainder of the Hardware Warranty Period that applied to the original item of Hardware.
- IV. The Supplier guarantees that the parts required to perform the Hardware Maintenance Service will be available throughout the Hardware Warranty Period.

Part IV – Additional Conditions: Maintenance

15. Hardware Maintenance Service

- I. In this Part, the "Hardware Maintenance Period" means:
- a) for Hardware purchased under the Contract, the Hardware Warranty Period described in section 14, plus any time by which the Hardware Maintenance Period is extended if the Contract includes an option for extending the Hardware Maintenance Service, to be exercised at the discretion of the Senate; and
 - b) for Hardware that is neither purchased nor leased under the Contract, sixty (60) months, plus any time by which the Hardware Maintenance Period is extended if the Contract includes an option for extending the Hardware Maintenance Service.
- II. The Supplier agrees to maintain the Hardware according to this Part to ensure that it remains capable of Fully Functional Operation throughout the Hardware Maintenance Period (the "Hardware Maintenance Service"). As part of the Hardware Maintenance Service, the Supplier agrees to diagnose and resolve all problems that occur in the Hardware by repairing, replacing or otherwise making good the part or parts of the Hardware that are defective or do not meet the Specifications as soon as possible. The Supplier agrees that a problem is not resolved until the Hardware is restored to Fully Functional Operation.
- III. The cost of providing all labour, parts and other materials or travel required to restore the Hardware to Fully Functional Operation or perform any other part of the Hardware Maintenance Service described in this section is included in the Hardware Maintenance Service. No additional charges for time, material or other costs related to maintaining the Hardware can be made during the Hardware Maintenance Period, other than the charges provided for in subsections 16(3)(e) and (f).
- IV. The Supplier must accept and respond to Hardware Maintenance Service calls during the "Principal Period of Maintenance" (PPM). If the PPM is not defined elsewhere in the Contract, the PPM is **twelve (12)** hours each day, from 7 a.m. to 7 p.m., Eastern Time, Monday to Friday, excluding statutory holidays observed by the Senate .
- V. As part of the Hardware Maintenance Service, the Supplier must provide the Senate with technical support through a single toll-free hotline with service available in one of Canada's official languages, in accordance with the following:
- a) The Supplier's hotline must be staffed by qualified personnel who are able to respond to user questions and, to the extent possible, resolve user problems and provide advice about problems relating to all the Hardware and the Hardware Documentation, as well as installation, configuration, integration and interconnection issues relating to the Hardware. For all user problems that cannot be resolved over the telephone, the Supplier must issue a trouble ticket for Hardware Maintenance Service, either for Return-to-Depot Maintenance Service or On-site Maintenance Service described in section 16, as applicable;
 - b) The Supplier's hotline must be available, at a minimum, throughout the PPM;
 - c) The Supplier must provide its hotline telephone number to the Project Authority immediately after the Contract is awarded.



- VI. As part of the Hardware Maintenance Service, the Supplier must also provide the Senate with technical support through a Web site support service, which must include, as a minimum, frequently asked questions and, if applicable, on-line software diagnostic routines, support tools and services. The Supplier's Web site must be available to the Senate users twenty-four (24) hours a day, 365 days a year, and must be available 99% of the time. The Supplier must provide its Web site address to the Contracting Authority immediately after the Contract is awarded.
- VII. Each time the Supplier provides Hardware Maintenance Service, except Hardware Maintenance Service under sections 5 or 6, the Supplier's service technician must prepare a Hardware Maintenance Service report. The Supplier must provide one copy of this report to the Senate technical representative at the site when the work is completed. The Supplier must keep copies of the reports for **six (6)** years from the date the Contract expires or is terminated and provide a copy of any Hardware Maintenance Service reports to the Project Authority upon request. Each Hardware Maintenance Service report must include the following:
- the date and time the Supplier received the maintenance call;
 - the service location that received or responded to the maintenance call;
 - the serial number for the item of Hardware;
 - the name of person who performed the maintenance;
 - if the maintenance is performed on site, the time the service technician arrived at the site, and all the time spent working at the site, including the number of hours and date for each day worked at the site;
 - a description of symptoms;
 - the problem diagnosis;
 - a list of all parts replaced or installed;
 - the identification number of each major assembly removed or exchanged, if any; and
 - if the maintenance was performed on site, both the name of the Supplier's service technician and the service location from which the representative works, as well as the name and signature of the Senate representative at the site who accepts that the Hardware appears to have been restored to Fully Functional Operation.
- VIII. The Senate acknowledges that, in performing the Hardware Maintenance Service, the Supplier and its employees, agents and subcontractors may develop, and share with the Senate ideas, know-how, teaching techniques and other intellectual property. Except as otherwise provided in the Contract, ownership of that intellectual property will belong to the Supplier. As long as the Supplier observes at all times the confidentiality provisions of the Contract, the Supplier will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that the Senate also has the right, without cost, to use that intellectual property for its own purposes.
- IX. The Offeror must provide **five (5)** years of standard product/technical support, as described in the proposal and warranty on all of the hardware and software for the proposed solution. The support must be 7 (days/week) x 24 (hours) x 365 (days), **eight (8)** hour on-site response time for hardware and same business day response time for software related issues. The support must include the following:
- 7 x 24 software phone support that includes Level 1, Level 2 and Level 3 support
 - 4 hour response time for phone support
 - Software and firmware updates for the proposed storage system must be available and downloadable from the OEM's website.

16. Classes of Maintenance Service

- This section describes two classes of Hardware Maintenance Service: "Return-to-Depot Maintenance Service" and "On-site Maintenance Service". If the Contract specifies that more than one class of service applies, the Senate may specify the class of service required for each item of Hardware, either in the Articles of Agreement or, if the Contract provides for multiple orders for the purchase or lease of Hardware, in the individual order at the time the Hardware is purchased or leased. If the Contract does not specify the required class of service, the Supplier must provide On-Site Maintenance Service only.
- For On-site Maintenance Service, during the PPM throughout the Hardware Maintenance Period, the Supplier must perform on-site maintenance on any Hardware for which a problem is reported at the location in the Senate where the Hardware was in use at the time the problem occurred, in accordance with the following:
 - The Supplier must arrive on site within the following timeframes: **eight (8)** hour response time – 24x7x365
 - After starting the maintenance, the Supplier must work continuously until it returns the Hardware to Fully Functional Operation or until the Senate suspends the work.



PART 3 - STATEMENT OF REQUIREMENT

1. Objective

- I. The objective of this Request For Standing Offer (RFSO) is to determine best value while satisfying the need for X-Ray Scanners as well as associated training, servicing and replacement parts.

2. Situation

- I. To effectively accomplish its mission of providing and maintaining a safe environment for all Members of Parliament, Senators, employees and the General Public, the Senate Protective Service (SPS), a division of the Senate of Canada (the Senate), utilizes a variety of equipment which include, but are not limited to, X-Ray Baggage Scanners. The Senate is seeking proposals to replace X-Ray Baggage Scanners, which provide one, of many, security-screening functions at public entrances and other key points within the Parliamentary Precinct.
- II. The Senate of Canada Protective Service must provide a complete security screening checkpoint solution in order for their operators, supervisors and administrators to efficiently fulfill their physical security mandate with the best threat detection accuracy.

This combined with:

- Best focus
 - Fully dedicated and persistent vigilance
 - Best hand-eye coordination (for example heads on display)
 - Speed
 - Best reduction of down time
 - Reduced mental fatigue
- III. The Protective Service has the duty to provide the highest security standards using technologies and system components that maximize:
 - Optimal computer-human interaction
 - Optimal performance for the operators
 - Best computer-human experience
 - Technology that is users-oriented in their methodology of interactions.
 - IV. The Standing Offer will include parts, service and maintenance training, by the manufacturer.

3. Current Inventory

- I. The Senate of Canada currently lists seven (7) X-Ray scanners, located at a variety of areas within the Parliamentary Precinct. Placement of this equipment varies greatly from mail rooms, to main entrances to loading docks.

4. Life Cycle

- I. The Senate estimates the life cycle of X-Ray Baggage Scanners, at the rate of usage within the Parliamentary Precinct, at **seven (7)** years.
- II. The Offeror will be required to carry parts to service and maintain the unit for the full life cycle.
- III. The life cycle of the X-Ray Baggage Scanner begins upon successful installation within the Parliamentary Precinct AND acceptance of delivery by the Senate of Canada.

5. Detection Capabilities – Prohibited Items and Substances

I. Prohibited Items

- a) Weapons: These are items that are designed or used or intended for inflicting bodily harm, which may pose a threat to the safety of individuals within the Senate precinct.
- b) Explosive Substances: These are any chemical compound mixture, or device, the primary or common purpose of which is to function by explosion. (Black Powder, Pyrotechnics, TATP, HMDT, ANFO, MEK, EGMN, C-4, Detasheet, P.E.T.N, Tetryl, T.N.B., Chlorates, Perchlorates, Azides, Styphnates, Picrates, Calcium or Silver Carbide, Lead Acetylides, etc...).

II. Unwanted Items

- a) These are any items that may be used to threaten the safety of individuals or disrupt functions within the precinct of the Senate. Individual judgment is used to determine whether an item should temporarily be removed in order to avoid potentially dangerous situations.



b) The most common prohibited items that the SPS may encounter are:

- Firearms, including starter pistols, replica guns, 3-D plastic guns, composite guns, disassembled guns of any kind, etc.
- Knives, including switchblade knives (spring-loaded blade), butterfly knives, composite plastic knives concealed knives of any size (hidden on purpose), etc.
- Martial arts weapons
- Electric stun guns
- Bladed or piked items (rings, bracelets, collars, etc.)
- Sword canes
- Pick in handle umbrellas
- Swiss pocket card
- Incapacitating sprays, liquids or powders (mace, O.C. Spray, and any other hazardous chemical...)
- Dynamite (Ammonium Nitrate based, slurry, emulsion, Nitroglycerine, T.N.T.). Any Nitrogen based fertilizer)
- Plastic explosives (C-4, Semtex, Detasheet, etc...)
- Detonating cord
- Hand grenades
- Replica grenades
- Pipe bomb (metal and/or plastic)
- CO₂ cartridge filler
- Ammunition
- Rifle powder
- Road flare
- Fireworks / firecrackers
- Compressed gasses (flammable solvents, butane, propane, etc.)
- Flammable liquids (methanol, isopropyl alcohol, gasoline, naphthalene, turpentine, etc.)
- Household chemicals (ammonia, muriatic acid, Drano, Sani-Flush, bleach, etc.)
- Other chemicals/substances (saltpeter, sulfur, charcoal, sawdust, powdered sugar, mercury, etc.)

6. Bilingualism

- I. The Senate must provide a fully bilingual work environment to administrative staff, including SPS Constables. This policy includes and governs the use of all equipment that is required for administrative staff and SPS Constables to fulfill their duties.
- II. All equipment and auxiliary services (training, etc.) must be provided in BOTH official languages. Components of the equipment such as all hardware (keyboards, screens, etc.), all softwares (operating software, graphic-user interface, etc.), training manuals, training sessions, (with the only exception of technician level 1, 2 and 3 service manuals), must be provided in BOTH official languages. The rationale behind the exception is the reality of the industry.

7. Training Materials

- I. The training material must be presented, and be available, in both official languages. A hard copy, of the training material must be given, by the Offeror, to each student in the official language of their choice. An electronic copy of all presentations must be provided to the SPS Training Coordinator as well as to the administration for archive and future references. The SPS must have the ability to use the training material for any future in house training.

8. Monitor/Display Requirements

- I. The minimum requirements for Monitor/Display, for the **SMALL** X-ray scanners, are:
 - 19" colour LCD screen, high refresh (less than 8ms), non-flicker
 - 1280 x 1024 minimum screen resolution
 - Capable of displaying 256 grey scales or 256 distinct colours
- II. The minimum requirements for Monitor/Display, for the **MEDIUM** X-ray scanners, are:
 - Two (2) 19" colour LCD screen, high refresh (less than 8ms), non-flicker
 - 1280 x 1024 minimum screen resolution
 - Capable of displaying 256 grey scales or 256 distinct colours

9. Senate Physical Environment and Performance Needs

- I. The Senate of Canada faces challenges related to important space restrictions, maximum weight limitation, maximum system footprint, best ergonomic design and finally optimal portability.
- II. The Senate of Canada requires **two (2) sizes** of X-Ray Baggage Scanners, each with similar operating functions and distinct physical characteristics. The models are described hereunder, as "**SMALL** X-Ray Baggage Scanner" and "**MEDIUM** X-Ray Baggage Scanner".



III. The following specifications form minimum acceptability for the overall dimensions of the **SMALL** hand X-Ray Baggage Scanner:

- Overall length, with conveyor belt: 89.4" maximum (with 19.7" extended see-through shrouds, as required by Health Canada)
- Overall width: 35" maximum
- Overall height: 60" maximum
- Tunnel Opening: 20" x 13" minimum
- Weight: 1350 Lbs. maximum
- Conveyor belt weight capacity, evenly distributed: 220 lbs. minimum

IV. The following specifications form minimum acceptability for the overall dimensions of the **MEDIUM** X-Ray Baggage Scanner:

- Overall length, with conveyor belt: 136" maximum (with 19.7" extended see-through shrouds, as required by Health Canada)
- Overall width: 35.5" maximum
- Overall height: 60" maximum
- Tunnel Opening: 24.4" x 16.5" minimum
- Weight: 2200 Lbs. maximum
- Conveyor belt weight capacity, evenly distributed: 220 lbs. minimum

10. Environmental Operating Conditions

I. The X-Ray Baggage Scanner must be able to operate within the following environmental conditions:

- Storage temperature range: -20°C to 50°C
- Operating temperature range: 0°C to 40°C
- Relative humidity: 10 to 90% (non-condensing) or better

11. Power Requirements

I. The X-Ray Baggage Scanner must be powered from standard commercial VAC

- Voltage: 110-120 VAC \pm 10%; 10 amps maximum
- Frequency: 60 Hz \pm 1.5%
- Transient: Up to five times nominal voltages and 100 m-sec durations.*
- Power: Power consumption must not exceed 1200 watts

II. The system must not generate x-rays when power is first turned on or following any power failure, except as required for internal system calibration.

*Any change in the source of the input power or any fluctuation within the above limits shall not cause damage to the unit nor shall it cause the generation of x-rays.

12. Uninterruptible Power Supply (UPS)

- I. The system must include an uninterruptible power supply (UPS) capable of providing power for a minimum of twenty (20) minutes to allow controlled shutdown.
- II. The UPS must indicate it is in operation as well as percentage output and percentage load, via internal or external display.

13. X-Ray Performance Requirements

I. In order to facilitate different screening modes (e.g. envelope vs. parcel, narcotics/contraband vs. high-density materials), the following is required of the **MEDIUM** X-Ray generators:

- Anode voltage: 160 kV max
- Tube current : 1.0 Ma
- Power : 160 Watts maximum
- Multi-View: Capable of producing images of the components and contents of target objects using non-intrusive **dual view** X-ray imaging technique
- Detection: Capable of performing **fully automatic solid explosives detections** with no action required by the operator
- Cooling: Hermetically sealed oil bath or internally-mounted fan system. No external cooling of the x-ray source required.



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- Generator Seasoning: Software-driven. Automatic ramp-up, without opening of the unit or entry via access-panel, when the unit has been inactive for a minimum of three (3) months. Available tube re-seasoning with variable profiles.
- Wire resolution: 40 AWG guaranteed; for **MEDIUM** X-Ray
- Steel penetration: 35 mm guaranteed
- Number of detectors: no less than 1150 photodiodes for **MEDIUM** X-Ray
- Contrast Sensitivity: 4096 grey levels with variable contrast control
- Video output: SVGA

II. In order to facilitate different screening modes (e.g. envelope vs. parcel, narcotics/contraband vs. high-density materials), the following is required of the **SMALL** X-Ray scanners and its generator:

- Anode voltage: 160 kV
- Tube current : 1.0 Ma
- Power: 160 Watts maximum
- Cooling: Hermetically sealed oil bath or internally-mounted fan system. No external cooling of the x-ray source required.
- Generator Seasoning: Software-driven. Automatic ramp-up, without opening of the unit or entry via access-panel, when the unit has been inactive for a minimum of three (3) months. Available tube re-seasoning with variable profiles.
- Detection: Capable of performing ``**OA- Operator Assistance**`` for the detection of solid explosives, following an action by the operator
- Wire resolution: 38 AWG guaranteed; for **SMALL** X-Ray
- Steel penetration: 35 mm guaranteed
- Number of detectors: no less than 960 photodiodes for **SMALL** X-Ray
- Contrast Sensitivity: 4096 grey levels with variable contrast control
- Video output: SVGA

14. Operating Speeds

I. The X-Ray Baggage Scanner must be capable of operating at speeds within 0.18 m/s to 0.25 m/s and must be capable of operating bi-directionally for left or right scanning operation. The unit must be capable of continuous screening operation.

15. Mechanical/Functional Design

- I. The X-Ray Baggage Scanner must have the following mechanical and/or functional characteristics:
- Modular design for easy maintenance, with plug-in circuit cards and assemblies contained within the main unit
 - Casters, with floor-locking mechanisms to facilitate movement and securing of unit
 - Clear identification/labeling of, and easy access to, all controls and test points required for calibration and testing;
 - Clear signage and instructional markings, permanently affixed to the exterior of the unit, identifying the manufacturer, the model or assembly number, the serial number and the main power source. These must have high resistance to mechanical abrasion and not be adversely affected by cleaning solutions. All signage and instructional markings must be in French and English on all operator controls, and must be of equal size
 - Indicator lights at both ends of tunnel opening which illuminate when x-ray generator is functioning;
 - Password protection to prevent unauthorized access to system
 - Separate password-protected security levels of access for Operators, Supervisors, Administrators and Technicians, with defined customizable settings, privileges and restrictions;
 - Equipped with a bag counter
 - Built-in test and diagnostic functions to allow operators and service technicians to view critical information and identify/resolve issues efficiently
 - Equipped with a minimum of one (1) "Emergency-Stop" button
 - Ability to function as an independent unit in case of operating system failure
 - Ability to display errors and affected components
 - Equipped with high-density alert
 - Capability to connect printer to unit for image output and report output.



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16. Image Recall and Archiving

- I. The X-Ray Baggage Scanner must have the following image recall and archiving characteristics:
- RJ45 network connection port;
 - USB port located on external panel for ease of providing software updates and archive downloading;
 - Ability to export images in multiple data formats (e.g. JPEG, BMP);
 - Ability to display on-screen view of last ten (10) articles scanned, for immediate reference and one-step recall by operator;

17. Interference

- I. The performance X-Ray Baggage Scanner must not be affected by the presence and use of standard electronic equipment used within the Parliamentary Precinct. The unit must function, undisturbed, by the following equipment at the specified distances:
- CB transceivers at 1 meter or more
 - VHF and UHF transceivers at 1 meter or more
 - Other radio frequency transmitting, receiving and distribution equipment at 5 meters or more
 - Motors used for ventilation and operation of doors/barriers at 1 meter or more
 - Metal detection equipment at 1 meter or more
 - Additional detection systems at 1 meter or more
- II. The system must not interfere with any standard electronic equipment used at the Senate, including commercial television or radio equipment at a minimum distance of five (5) meters or any other detection system at a minimum distance of one (1) meter or more.
- III. The system must not have any detrimental effects on cameras, radios, recorders, photographic film (up to 1600 ISO / 33 DIN) or any other item to be scanned.

18. Safety Requirements

- I. The X-Ray Baggage Scanner must comply with the following Canadian health and safety regulations/laws/codes:
- Radiation Emitting Devices Act, Radiation Emitting Devices (RED) Regulations, Schedule 2 Part IV
 - Ontario, Healing Arts Radiation Protection Act, R.S.O. 1990
 - Ontario, R.R.O. 1990, Regulation 543, X-Ray Safety Code
 - Health Canada, Requirements for the Safe Use of Baggage X-Ray Inspection Systems, Safety Code 29
 - Canadian Standards Association, Canadian Electrical Code.

19. Service and Maintenance, On-Site Service Requests

- I. On-site service is required on an as-and-when needed basis for X-Ray Scanners.
- II. When a request is made, by SPS or representative of the Senate, the Contractor will dispatch a fully qualified technician to the location, within the Parliamentary Precinct, requiring such services.
- III. On-site service must be available Monday to Friday between the business hours of 7:00 am to 7:00 pm, local time, excluding statutory holidays.
- IV. On-site response time by a service technician dispatched by the Contractor must be within eight (8) business hours of receipt of the request from SPS or the Senate. In situations where replacement parts are required for repairs, such parts must be shipped and at location within two (2) business days of receipt of the request from SPS or the Senate.
- V. Where the Contractor's technician is attending On-Site to perform services, he/she must also perform the annual preventative maintenance service for all X-Ray Scanners, located within Parliamentary Precinct, which are due for service.

20. Service and Maintenance – Warranty Period

- I. A **five (5)** year warranty period, covering all parts, labour and software updates/upgrades must be offered. It is anticipated that this warranty will be purchased at the same time as the purchase of the X-ray scanning device.
- II. An optional **two (2)** year warranty extension, covering all parts, labour and software updates/upgrades must be offered. It is anticipated that this warranty extension will be purchased within the period of, up to and including the last day of coverage, of the initial warranty.

21. Removal of Equipment

- I. For the replacement of current and older equipment by new material, manufacturers must ensure the proper removal of corresponding pieces of equipment and dispose of it as per safety and environmental laws in place. Accordingly, manufacturers will have the responsibility to issue the SPS an official certificate as per regulations.
- II. At the time of Request for Standing Offers, the Senate holds **seven (7)** single-generator devices, each with an approximate weight of 1150 lbs and one (1) single-generator device with an approximate weight of 1350lbs.



22. Moving of equipment, installation and calibration

- I. Following initial delivery, installation and acceptance of the X-Ray Baggage Scanner, the Senate of Canada may require that units be relocated within the Parliamentary Precinct, or within a **five (5)** kilometer radius of the Precinct.
- II. The Contractor will be responsible for all operations for the moving of equipment including, but not limited to:
 - Disassembly
 - Relocation
 - Re-assembly
 - Calibration
 - Return to functional state
- III. Moving of equipment can be limited to one singular device, may include multiple devices.
- IV. The Senate of Canada will schedule movement of X-Ray Baggage Scanners, with the Contractor, with no less than fourteen (14) calendar-days notice.

23. Training Requirements

- I. The Senate will purchase equipment related to checkpoint security screening. In order respond to SPS training needs and to be in compliance with laws, regulations and Labor Codes from both federal and provincial levels, manufacturer's training will be required. For all training provided by manufacturers, an official Certificate of Completion must be given to SPS administration having completed the training.
- II. Training sessions and training materials must be made available in both official languages, **with the only exception of technician service manuals**. For each training session, each SPS designated personal must receive a hard-copy of the training materials/manuals. Any electronic presentations provided in complement to training sessions must be forwarded to the SPS Training Coordinator and administration for archives and future references.
- III. SPS must be able to use the training materials for future in-house training. An official Certificate of Completion for each course and level, for each student, must be provided to SPS administration.
- IV. The contractor must develop and deliver a complete training plan to the Project Authority for comments and approval. The plan must be submitted to SPS at least thirty (30) days in advance of the training date to allow for SPS review.
- V. All training will be performed at designated location(s), within the Parliamentary Precinct. Senate will consider factory training for Service Technician Training in all levels, basic to advanced.
- VI. As a minimum, the training material must contain:
 - a) A one-time comprehensive training program focusing on detection, screening and the safe and proper use of equipment, following installation and acceptance of X-Ray Baggage Scanners. Training to be offered to a group of 10 to 15 designated personnel, at the following levels:
 - Operators
 - Supervisors and Administrator
 - b) A comprehensive hands-on training program, for Technician, or designated personnel, to a maximum of six (6) people) focusing on:
 - Safe use and compliance
 - Installation
 - Radiation Survey (testing with ASTM F-792-08 Test Object)
 - Calibration
 - Maintenance and repairs for technicians
 - Troubleshooting (all levels)
 - c) A comprehensive "Train The Trainer" program for SPS instructors, two (2) or three (3) persons, to permit the future certification of operators, supervisors and administrators.
 - d) The Senate instructors must be allowed, by the manufacturer, to give "Training Certification" in its name for operators, supervisors and administrators for any future in house training.



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PART 4 - EVALUATION CRITERIA

1. Mandatory Technical Criteria

- I. Bidders must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Bidders' Index is indicated in the column entitled "Page No." for all information included.
- IV. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.

2. Evaluation Criteria

- I. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria and assigned weight factors.
- II. Bidders must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's Technical Proposal must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A Bidder's Technical Proposal is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the Technical Proposal may result in the disqualification of the proposal. A proposed Bidder's index has been included within Part 4 of this document.
- IV. All information regarding the mandatory requirements must be identified by the page and paragraph number in the Bidders Technical Proposal and written in the column entitled "Page No."
- V. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor indicated, as applicable.

3. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFSO.
- II. Please note that any resulting contract will be a firm price contract and that the total cost proposed will be all inclusive. No other costs or charges will be applicable or payable by the Senate for this project.
- III. Pricing must be submitted in a separate sealed package clearly labeled "Cost Proposal" along with the Bidders company name. No financial information may appear in the technical proposal.

4. Evaluation of Bids

- I. The Senate of Canada will evaluate only the documentation provided with a bidder's bid. The Senate of Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

5. Bidder's Index

- I. The following is the proposed format for the Bidder's index. It is mandatory that the information listed in the proposed index be included in the Bidder's index and that it must appear on the first page of the Technical Proposal.



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Description	Page no.
Mandatory Requirements:	
5.1 M1 Corporate Experience	
5.1 M2 Documentation For Offered Solution-Medium Scanner	
5.1 M3 Documentation For Offered Solution-Small Scanner	
5.1 M4 Qualified Technologies List	
Bidder's Index	
Rated Criteria	
5.2 R1 Manufacturing/Production Management	
5.2 R2 Quality Assurance - Manufacturing	
5.2 R3 Medium Device Functionality	
5.2 R4 Small Device Functionality	
5.2 R5 Corporate Proficiency	
5.2 R6 Environmental Initiatives	
Financial Proposal	
Part 5 Basis of Payment	
Bidder's Detailed Proposal	
Executive Summary	

6. Technical Evaluation

6.1 Mandatory Criteria

- I. Bidders MUST meet all the mandatory requirements of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria. The mandatory criteria are:

M1. Corporate Experience:

The Bidder must demonstrate that it has been under contract with three (3) different external clients to provide X-Ray Scanners within the last two (2) calendar years (prior to the closing date of this RFP).

"External client(s)" means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.

"Internal client(s)" means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.

For each of the three (3) clients, the Bidder must provide:

- a. the client contact information;
- b. the contract period and date(s) of delivery;
- c. a complete description of the product and quantity provided;
- d. the invoice (or copy of) presented to the client.

M2. Documentation for Offered Solution – MEDIUM Size Scanner

The Bidder must provide documentation that demonstrates that the offered solution, for the X-Ray Baggage Scanner, meets the specifications set out in Part 3 – Statement Of Work. The information can be in the form of technical documentation, sales brochures, equipment manuals, etc. It will be the Bidder's responsibility to ensure that sufficient information is provided.

M3. Documentation for Offered Solution – SMALL Size Scanner

The Bidder must provide documentation that demonstrates that the offered solution, for the X-Ray Baggage Scanner, meets the specifications set out in Part 3 – Statement of Work. The information can be in the form of technical documentation, sales brochures, equipment manuals, etc. It will be the Bidder's responsibility to ensure that sufficient information is provided.



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M4. TSA-Qualified Technologies List:

The Bidder must demonstrate that the proposed “**MEDIUM**”- size AND “**SMALL**”-sized X-ray scanners, in response to this Request For Proposals, has been evaluated by the United States Transportation Safety Authority (TSA), and appears on the TSA’s Qualified Technology List (QTL).

As proof of qualification on the QTL, the Bidder must provide:

- a. The make and model of the X-Ray Scanner proposed;
- b. The date at which the proposed equipment was qualified by the TSA; and
- c. Proof of qualification in the form of a letter, certificate or other TSA-issued documentation.

Bids MUST meet all mandatory criteria to be considered responsive.

6.2 Rated Criteria**R1. Manufacturing/Production Management**

The bid should provide a clear and detailed description of the Bidder’s methods of managing orders in production.

R1 Manufacturing/Production Management	Score	Maximum Points
<p>R1.1 0 Point: No description provided.</p> <p>1 Point: The description does not demonstrate that the Supplier has any production management procedures. Unable to assess.</p> <p>2 Points: The description provided does not clearly demonstrate that the Supplier has formal production management procedures.</p> <p>3 Points: The description provided demonstrates that (all of the following): - the Supplier has some automation for production management; - production information is within one (1) day of actual status; - the Supplier provides a contact for tracking the status of individual orders within production.</p> <p>4 Points: The description provided clearly demonstrates that the Supplier (all of the following): - uses an electronic business management application(s) for production management; - has processes for compiling information on work processed daily; - can track status and respond to requests for information on individual orders up to, and including, installation.</p> <p>5 Points: The description provided clearly demonstrates that the Supplier (all of the following): - uses an electronic information management system - integrates order and production management systems; - has a production system that provides near real time information; - has a process for updating clients regarding the status of orders.</p>		/5
Total Score for R1:		/5

Total points for R1 = (/5 multiplied by 2.0 weighting factor)

/10

R2 Quality Assurance – Manufacturing

The Bidder should describe the Quality Assurance procedures in place to control the quality of all scanning devices being manufactured. The description should detail the procedures for all operations within the Bidders manufacturing environment.

The Bidder may responds to R2 by providing the information required for either R2.a **OR** for R2.b .

R2.a The Bidder should demonstrate ISO certification relevant to the manufacturing processes. The Bidder should provide a copy of ISO work procedures for the various manufacturing processes for X-Ray Baggage Scanners. Should the Bidder not provide a copy of procedures, a score of zero (0) point will be allocated for this section.

R2.a Quality Assurance – Manufacturing, ISO	Score	Maximum Points
Full points: Copy of current ISO certification(s) supplied, with accompanying ISO work procedures.		/20



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Total Score for R2.a Quality Assurance – Manufacturing:

/20

OR

Should the Bidder not hold ISO certification relevant to this requirement, then the Bidder should provide their response as stated in R2.b. In this case, only the information provided for R2.b will be evaluated.

R2.b The Bidder should provide a detailed description to describe the degree to which the Bidder's Quality Assurance Program has been formalized as corporate policy and communicated to employees in the Bidder's facility/facilities.

Describe the degree to which the Bidder's Quality Assurance Program has been formalized as corporate policy and communicated to employees.			
The description should demonstrate:	No description provided	Not clearly demonstrated in the description	Clearly demonstrated in the description
	0 point	1 point	2 points
That the Bidder's Quality Assurance Program has been formalized as corporate policy.			
That the Bidder's corporate quality assurance procedures are included in corporate Quality Assurance manuals which are monitored and updated regularly by designated quality assurance representatives.			
That the Bidder's corporate quality assurance procedures are available for reference in all areas of the Bidder's facility(ies) as appropriate to the work being performed by each.			
That the Bidder's corporate quality assurance procedures for a part of the training of new employees.			
That the Bidder randomly audits docket records to perform evaluation and provide feedback on documented quality assurance issues.			
Description of the Bidder's quality control procedures for the following work activities and how the quality assurance procedures are applied to work in process in the Bidder's facility or facilities.			
Work Activities as follows:	No description provided	The description provides sufficient information to describe the Bidder's quality control procedures	The description provides sufficient information to describe the Bidder's quality control procedures AND how the quality assurance procedures are applied to manufacturing
	0 point	1 point	2 points
Reception and verification of orders received			
Reception and verification of raw materials and outsourced components			
Manufacturing operations			
Product testing			
Shipping operations (packaging, labeling and delivery arrangements).			
Total Score for R2.b Quality Assurance – Manufacturing:			/20

R3 MEDIUM Device Functionality

The Bidder should describe the additional functional features of the device proposed to meet the requirements stated in Part 3 – Statement of Work. The description should detail the procedures for all the functionalities of the proposed device. ONE (1) point given for each additional function, with a maximum of 19 additional points attributable.

R3.a MEDIUM Device Functionality	1 Point (each, as applicable)
Display resolution greater than 1280 x 1024	
Privacy screen monitor	
Unit is upgradeable to add a third x-ray generator (as per TSA certification), for fully automatic solid explosive detection.	
Unit equipped with a digital camera at tunnel entry to photograph and tag items	
Enhancement capability of high-density areas (switch from atomic number mode to high-density mode)	



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Steel penetration detection is greater than 35mm guaranteed	
Unit equipped with Operator Touch Screen, or Touch Panel	
Ability to zoom and flip image of scanned object	
Auto-adjusting mechanism to maintain tension and alignment of conveyor	
Includes a Threat Image Protection (TIP) system/module, or similar system/module	
Capability to locally archive a minimum of 15,000 images on internal hard drive	
Capability to locally archive operator scanning records for 30 days	
Image archival includes time-stamp and operator ID	
Graphic User Interface for operators is 100% icon-based AND has ability to display both Official language (English and French)	
Operating system expandable to facilitate remote archiving	
Operating system expandable to facilitate remote alerts	
Unit is equipped with ruggedized wheels	
Environmental Operating Conditions, Relative humidity is 5-95%	
Unit design is short conveyor model	
Total Score for R3.a MEDIUM Device functionality:	/19

R3.b MEDIUM Device Guaranteed Capacity for Steel Penetration

The Bidder should describe the capacity for steel penetration of the device proposed to meet the requirements stated in Part 3 – Statement of Work.

R3.b MEDIUM Device Guaranteed Capacity for Steel Penetration – ASTM-f-792-08	Score	Maximum Points
R3.b 0 Point: No description provided OR the description provided describes a guaranteed capacity for steel penetration that is less than 35mm. 1 Point: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 35 mm. 2 Points: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 38 mm. 3 Points: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 39 mm. 4 Points: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 40 mm. 5 Points: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 42 mm.		/5
Total Score for R3.b:		/5

Total points for R3 (R3.a + R3.b) =

/24

R4 SMALL Device Functionality

The Bidder should describe the additional functional features of the device proposed to meet the requirements stated in Part 3 – Statement of Work. The description should detail the procedures for all the functionalities of the proposed device. ONE (1) point given for each additional function, with a maximum of twenty (19) additional points attributable.

R4.a SMALL Device Functionality	1 Point (each, as applicable)
Display resolution greater than 1280 x 1024	
Privacy screen monitor	
Unit equipped with a digital camera at tunnel entry to photograph and tag items	
Enhancement capability of high-density areas (switch from atomic number mode to high-density mode)	
Steel penetration detection is greater 35 mm guaranteed	
Unit equipped with Operator Touch Screen, or Touch Panel, for heads-on display	
Ability to zoom and flip image of scanned object	
Auto-adjusting mechanism to maintain tension and alignment of conveyor	
Includes a Threat Image Protection (TIP) system/module, or similar system/module	
Capability to locally archive a minimum of 15,000 images on internal hard drive	
Capability to locally archive operator scanning records for 30 days	
Image archival includes time-stamp and operator ID	
Graphic User Interface for operators is 100% icon-based AND has ability to display both Official language (English and French)	



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Operating system expandable to facilitate remote archiving	
Operating system expandable to facilitate remote alerts	
Unit is equipped with ruggedized wheels	
Environmental Operating Conditions, Relative humidity is 5-95%	
Unit design is short conveyor model	
Unit is capable of displaying several high density alarms on operator screen	
Total Score for R4 SMALL Device functionality:	/19

R4.b SMALL Device Guaranteed Capacity for Steel Penetration

The Bidder should describe the capacity for steel penetration of the device proposed to meet the requirements stated in Part 3 – Statement of Work.

R4.b SMALL Device Guaranteed Capacity for Steel Penetration – ASTM-f-792-08	Score	Maximum Points
<p>R4.b 0 Point: No description provided OR the description provided describes a guaranteed capacity for steel penetration that is less than 35mm.</p> <p>1 Point: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 35 mm.</p> <p>2 Points: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 38 mm.</p> <p>3 Points: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 39 mm.</p> <p>4 Points: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 40 mm.</p> <p>5 Points: The description provided describes a guaranteed capacity for steel penetration measured at a minimum of 42 mm.</p>		/5
Total Score for R4.b:		/5

Total points for R4 (R4.a + R4.b) =

/24

R5 Corporate Proficiency:

The Bidder must demonstrate its corporate proficiency for providing security scanning devices, as described in the Statement of Work.

R5 Corporate Proficiency	Score	Maximum Points
<p>R5.1 0 Point: The description does not demonstrate the number of years the Bidder's organization has been operating.</p> <p>1 Point: The description does not clearly demonstrate the number of years the Bidder's organization has been operating. Clarification required.</p> <p>2 Points: The description clearly demonstrates the number of years the Bidder's organization has been operating. The Bidder has been in operating less than five (5) years.</p> <p>3 Points: The description clearly demonstrates the number of years the Bidder's organization has been operating. The Bidder has been in operating more than five (5) years, but less than ten (10) years.</p> <p>4 Points: The description clearly demonstrates the number of years the Bidder's organization has been operating. The Bidder has been in operating more than ten (10) years.</p>		/4
<p>R5.2 0 Points: The description does not demonstrate the focus of the Bidder's operations.</p> <p>1 Point: The description does not clearly demonstrate the focus of the Bidder's operations. Clarification required.</p> <p>2 Points: The description clearly demonstrates the focus of the Bidder's operations.</p>		/4



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<p>3 Points: The description clearly demonstrates the focus of the Bidder's operations AND demonstrates that the manufacturing, and sales, of security scanning devices forms a minimum of 40% of the business offering.</p> <p>4 Points: The description clearly demonstrates the focus of the Bidder's operations AND demonstrates that the manufacturing, and sales, of security scanning devices forms a minimum of 60% of the business offering.</p>		
<p>R5.3</p> <p>0 Point: The description does not demonstrate the after-sales offering and/or post-installation support as part of the Bidder's business offering.</p> <p>1 Point: The description does not clearly demonstrate the after-sales offering and/or post-installation support as part of the Bidder's business offering. Clarification required.</p> <p>2 Points: The description clearly demonstrates the after-sales offering and/or post-installation support as part of the Bidder's business offering.</p> <p>3 Points: The description clearly demonstrates the after-sales offering and/or support as part of the Bidder's business offering AND demonstrates the process for measuring client satisfaction after installation of unit.</p> <p>4 Points: The description clearly demonstrates the focus of the Bidder's operations AND demonstrates the process for measuring client satisfaction after installation of unit AND demonstrates the process for tracking performance of units installed and in operation.</p>		/4
		Multiplied by 2 weighting factor:
		/8
Score for R5 Corporate Proficiency:		/16

R6 Environmental Initiatives:

The Bidder must demonstrate the environmental initiatives it has implemented as part of everyday business operations.

R6 Environmental Initiatives	Score	Maximum Points
<p>0 Points: No description provided OR the description provided does not demonstrate that the Bidder has implemented a corporate environmental initiative.</p> <p>1 Point: The description does not clearly demonstrate that the Bidder has implemented a corporate environmental initiative. Clarification required.</p> <p>2 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to ONE of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling, or other similar initiatives.</p> <p>3 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to TWO of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling, or other similar initiatives.</p> <p>4 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. AND the description demonstrates that the Bidder holds a third-party certification such as ISO 14001, EcoLogo, EnergyStart, Green Seal, Energuide, or other verifiable certification. To obtain maximum points, a copy of the certification <u>must</u> accompany the bid.</p>		/4
Total Score for Environmental Initiatives		/4

<p>Total Points, Technical Evaluation</p> <p>(R1 + R2 + R3 + R4 + R5 + R6) =</p>	/98
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7. Financial Evaluation

The Standing Offer will be issued to the Bidder that offers the best value to the Senate of Canada. Best value is defined as the lowest cost-per-point responsive bid.

COST-PER-POINT:
$$\frac{\text{Total Evaluated Price}}{\text{Total Points Score for Rated Requirements}}$$

Cost per point:



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PART 5 - BASIS OF PAYMENT

The Bidder must submit firm, all inclusive prices for the performance of work, as described in Part 3 - Statement of Work. Prices submitted must be inclusive of all activities, personnel and equipment to perform the work, delivery of equipment, customs and duties included, Harmonized Sales Tax excluded.

The Senate of Canada will not reimburse claims for travel or living expenses for any activity required for the performance of work under the Contract.

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

The unit price will be multiplied by the quantity for evaluation to determine the extended prices. The sum of the extended prices will determine the Total Evaluated Price.

Quantities for evaluation are presented for evaluation purposes only, and do not represent a guarantee of work.

From Award of Contract to March 31, 2017			
Item	Unit Price	Qty for Evaluation	Extended price
X-Ray Baggage Scanner (MEDIUM)	\$	4	\$
X-Ray Baggage Scanner (SMALL)		3	\$
Installation and initial calibration, X-Ray Baggage Scanner SMALL	\$	3	\$
Installation and initial calibration, X-Ray Baggage Scanner MEDIUM	\$	4	\$
5-year warranty, all inclusive, parts and labour SMALL X-ray Scanner, per scanner	\$	3	\$
5-year warranty, all inclusive, parts and labour MEDIUM X-ray Scanner, per scanner	\$	4	\$
Disassembly, relocation, re-assembly and calibration, SMALL X-ray Scanner, per scanner	\$	3	\$
Disassembly, relocation, re-assembly and calibration, MEDIUM X-ray Scanner, per scanner	\$	4	\$
Training session, operation of X-Ray Scanner, per-employee	\$	15	\$
Training session, maintenance levels, per employee	\$	3	\$
Training Session, Train-The-Trainer, per employee	\$	2	\$
2 year warranty extension, all inclusive, parts and labour, to be applied to items purchased SMALL	\$	3	\$
2 year warranty extension, all inclusive, parts and labour, to be applied to items purchased MEDIUM	\$	4	\$