

## REQUEST FOR PROPOSAL (RFP)

#### **Subject:**

## Cloud-based Software as a Service (SaaS), Global Positioning System (GPS) Solution

For further details, please refer to the Statement of Requirements attached as Annex "A" of this document.

Issue Date: Closing Date and Time: RFP No:

October 31, 2019 November 22, 2019 at 14:00 EST SEN-047 19/20

## SENATE INFORMATION

#### For all inquiries:

Contact: Shawn Foran
Title: Procurement Officer

Address: 40 Elgin Street, Room 1158 Ottawa, ON K1A 0A4, Canada Telephone no: 613-943-3518 E-mail: Proc-appr@sen.parl.gc.ca

Bids can be delivered by e-mail only to the address of the Contracting Authority below.

E-mail: Proc-appr@sen.parl.gc.ca

Or by

**By Courier** The Senate of Canada

Finance & procurement Directorate

40 Elgin Street, 11<sup>th</sup> floor Ottawa, Ontario K1A 0A4

By Mail The Senate of Canada

Finance & Procurement Directorate

40 Elgin Street, 11<sup>th</sup> floor Ottawa, Ontario K1A 0A4

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

## **BIDDER 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 services listed herein and on any attachment at the price(s) set out therefore.

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a joint venture.

Name of Firm:		
Name of Representative:		
Authorized Signature:	Date:	
Position Title:		
Email Address:		
Telephone Number:	Fax Number:	
GST Registration or Business Number:		

## **Table of Contents**

	1 - GENERAL INFORMATION	
1.	Introduction	4
2.	Summary	4
3.	Debriefings	4
4.	Improvement of Requirement during Solicitation Period	4
5.	Key Terms and Definitions	4
PART	2 - BIDDER INSTRUCTIONS	5
1.	Prelude	5
2.	Signature Requirement	5
3.	Irrevocable Proposals	5
4.	Cost Related to the Preparation of Proposal	5
5.	Inquiries and Communications	5
6.	Provision of False or Incorrect Information	5
<i>7</i> .	Delayed Bids	6
8.	Price Justification	
9.	Conflict of Interest – Unfair Advantage	6
10.	Ownership of RFP documents	6
11.	Funding Approvals	
12.	Applicable Laws	7
	Level of Security	
14.		
D / D.T.	3 - BID PREPARATION INSTRUCTIONS	
PART		
1.	Bid Preparation Instructions	8
1.	Bid Preparation Instructions	8 9
1.	Bid Preparation Instructions	8 . <b>9</b>
1. PART	Bid Preparation Instructions	89
1. PART 1.	Bid Preparation Instructions	999
1. PART 1. 2.	Bid Preparation Instructions	999
1. PART 1. 2. 3.	Bid Preparation Instructions	89913
1. PART  1. 2. 3. 4.	Bid Preparation Instructions	8991315
1. PART  1. 2. 3. 4. 5. 6.	Bid Preparation Instructions	899131515
1. PART  1. 2. 3. 4. 5. 6. PART	Bid Preparation Instructions	89131515
1. PART  1. 2. 3. 4. 5. 6. PART	Bid Preparation Instructions	8913151517
1. PART  1. 2. 3. 4. 5. 6. PART	Bid Preparation Instructions	8913151517
1. PART 1. 2. 3. 4. 5. 6. PART 1.	Bid Preparation Instructions	8915151717
1. PART  1. 2. 3. 4. 5. 6. PART  PART  2.	Bid Preparation Instructions	8915151717
1.  PART  1. 2. 3. 4. 5. 6.  PART  1. 2. 3.	Bid Preparation Instructions	891515171717
1. PART  1. 2. 3. 4. 5. 6. PART  1. 2. 3. 4.	Bid Preparation Instructions	89151517171717
1.  PART  1. 2. 3. 4. 5. 6.  PART  2. 3. 4. 5. 5.	Bid Preparation Instructions	89151517171717
1.  PART  1. 2. 3. 4. 5. 6.  PART  2. 3. 4. 5. 6. 6.	Bid Preparation Instructions	8915151717171717



10.	Confidentiality	18
11.	Rules and Regulations	18
12.	Miscellaneous Restrictions	19
13.	Subcontracts	19
14.	No Implied Obligations	19
15.	Performance	19
16.	Amendments to the Agreement	19
17.	Ownership of Intellectual and Other Property Including Copyrights	19
18.	Conflict of Interest	19
19.	Health and Safety	20
20.	Discrimination and Harassment in the Workplace	20
21.	Advertisement	20
22.	Entire Agreement	20
23.	Authorities	20
24.	Priority of Documents	21
25.	Proactive Disclosure	21
PAI	RT 2 – TERMS OF WORK AND PAYMENT	22
1.	Period of the Contract	22
1.1.	. Option to Extend the Contract	22
2.	Contract Amount	22
3.	Basis of Payment	22
4.	Invoicing	22
5.	Method of Payment	22
6.	Sales Tax	23
7.	Interest on Overdue Accounts	23
ANNE	EX A – STATEMENT OF REQUIREMENT (SOR)	24
ANNE	EX B – BASIS OF PAYMENT	27
ANNE	EX C – DIRECT DEPOSIT FORM	28



#### **PART 1 - GENERAL INFORMATION**

#### 1. Introduction

The bid solicitation is divided into five (5) parts plus three (3) annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid

solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their

bid:

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be

conducted, the evaluation criteria that must be addressed in the bid, and the basis of

selection;

Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any

resulting contract;

Annex A Statement of Requirement;

Annex B Basis of Payment;

Annex C Direct Deposit Form

#### 2. Summary

The Senate of Canada (henceforth Senate) is seeking proposals for the supply, delivery and installation of a cloud-based Software as a Service (SaaS), Global Positioning System (GPS) solution to monitor, track and locate via web interface the fleet of vehicles with detailed reports (tracking and reporting on a daily, weekly and monthly basis) in addition to service alerts notifications, as defined in the statement of requirement at "Annex A" - Statement of Requirement. This scope also includes technical support of all GPS hardware components.

#### 3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting 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.

#### 4. Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder may be given consideration provided they are submitted to the Contracting Authority at least **seven (7) days** before the bid closing date. The Senate will have the right to accept or reject any or all suggestions.

## 5. Key Terms and Definitions

Bidder the person or entity submitting a bid to perform a contract for the purchase of

goods. It does not include the parent, subsidiaries or other affiliates of the

Bidder, or its subcontractors.

Contract Price the amount expressed in the contract to be payable to the Contractor for the

finished work.

Contracting Authority means the person designated in this RFP and any resulting Contract, or by

notice to the Bidder, to act as the representative of the Senate of Canada of

any resulting contract.

Day mean working day unless otherwise specified

Senate the Senate of Canada

Statement of Requirement (SOR)

the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all

services to be delivered.

RFP NUMBER: SEN-047 19/20 Page **4** of **28** 



#### **PART 2 - BIDDER INSTRUCTIONS**

#### 1. Prelude

I. The Senate of Canada invites "Bidders" to respond to this Request for Proposal for a cloud-based Software as a Service (SaaS), Global Positioning System (GPS) solution as described in the Statement of Requirement (SOR) Annex "A" and in accordance with the stated mandatory requirements set forth in this Request for Proposal (RFP).

#### 2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the proposal.

#### 3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of **seven (7) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

#### 4. Cost Related to the Preparation of Proposal

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 RFP. All copies of documents submitted in response to this Request for Proposal shall become the property of the Senate of Canada and will not be returned.

#### 5. Inquiries and Communications

- I. The contracting officer for all inquiries and other communications in regard to this RFP is stated on the cover page of this document. All communication or inquiries must be directed <u>ONLY</u> to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder's proposal.
- II. RFP enquiries regarding this RFP must be received by e-mail at: <a href="mailto:proc-appr@sen.parl.gc.ca">proc-appr@sen.parl.gc.ca</a>
  by the contracting officer, no later than <a href="mailto:seven">seven (7)</a> calendar days</a>
  before the RFP closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate of Canada to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the Senate of Canada determines that the enquiry is not of a proprietary nature. The Senate of Canada may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate of Canada.
- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFP will be provided to all Bidder simultaneously via e-mail without revealing the sources of the inquiry.

## 6. Provision of False or Incorrect Information

The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Bidder 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.

RFP NUMBER: SEN-047 19/20 Page **5** of **28** 



Page **6** of **28** 

#### 7. Delayed Bids

- I. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Senate of Canada are:
  - a. a CPC cancellation date stamp; or
  - b. a CPC Priority Courier bill of lading; or
  - c. a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by the Senate.
- III. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### 8. Price Justification

In the event that there is a sole responsive bid received, the Bidder must provide, on the Senate of Canada's request, one or more of the following price justification:

- a) a current published price list indicating the percentage discount available to the Senate; or
- b) a copy of paid invoices for similar goods/services provided to other clients; or
- c) a price breakdown showing the cost of direct labor and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by the Senate.

#### 9. Conflict of Interest - Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
  - a) if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest:
  - b) if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the services described in the bid solicitation (or similar services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 10. Ownership of RFP documents

This Request for Proposal and all supporting documentation have been prepared by the Senate of Canada (Senate) and remain the sole property of the Senate, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this Request for Proposal and shall be considered to be the proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Contractor's response, and the Contractor further agrees not to use them for any purpose other than that for which they are specifically furnished.

RFP NUMBER: SEN-047 19/20



#### 11. Funding Approvals

Bidders 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 a bidder 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.

#### 12. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 13. Level of Security

The level of security clearance required by everyone working on any resulting contracts shall be "**Site Access**". A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on the type of offense. The Senate reserves the right to raise the level of the required security clearance as needed.

#### 14. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a) the name of each member of the joint venture;
  - b) the Procurement Business Number of each member of the joint venture;
  - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
  - The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

RFP NUMBER: SEN-047 19/20



#### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

1.1. The Senate of Canada requests that bidders, who are submitting their bid electronically, provide their bid in separate electronic files in a single transmission as follows:

File I: Mandatory Criteria

File II: Technical Proposal

File III: Financial Bid - Annex « B » - Basis of Payment

File IV: Annex « C » - Direct Deposit Form

Bidders must quote the RFP number as part of the subject line in their bid submission.

Prices must appear in the financial bid only. <u>Prices indicated in any other section of the bid will result in the disqualification of the bid.</u>

1.2. The Senate of Canada requests that bidders, who are submitting their bid in paper version, provide their bid in separately bound sections as follows:

Section I: Mandatory Criteria (4 hard copies and 1 soft copy on USB)

Section II: Technical Bid (4 hard copies and 1 soft copy on USB)

Section III: Financial Bid (1 hard copy)

Section IV: Annex « C » - Direct Deposit Form (1 hard copy)

Bidders must indicate the RFP number on the cover of their bid submission

The Senate Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) Page Layout: Letter (8.5" x 11"); and
- b) Use a numbering system that corresponds to the bid solicitation.

Prices must appear in the financial bid only. <u>Prices indicated in any other section of the bid will result in the disqualification of the bid.</u>

#### File I: Section I: Mandatory Criteria

In the Mandatory Criteria Section of their proposal, bidders should clearly indicate how they meet each of the Mandatory Criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection

## File II: Section II: Technical Proposal including Presentation

- I. In their Technical Proposal, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The Technical Proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, the Senate of Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### File III: Section III: Financial Proposal

Bidders must submit their Financial Bid (Annex B – Basis of Payment), in Canadian funds.

#### File IV: Section IV: Annex "C" - Direct Deposit Form

Bidders must complete, sign and return Annex "C" - Direct Deposit Form with their Bid

RFP NUMBER: SEN-047 19/20 Page **8** of **28** 



#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory criteria, technical criteria and financial bid.
- II. The Senate of Canada shall conduct the Request for Proposal process in a fair manner and will treat all Bidder's equitably. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- III. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their proposal is clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications. If the Senate of Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Senate of Canada. Failure to meet this deadline will result in the bid being declared non-responsive and will receive no further consideration.

#### 2. Mandatory Criteria

- I. Bidders must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.
- II. Ensure that the page and paragraph number in the Bidders' Proposal is indicated in the column entitled "Cross Reference" for all information included.
- III. 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:

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<ul> <li>M1. Company Experience</li> <li>Bidder must have five (5) years of experience in providing GPS tracking solutions by providing the following information within the past 8 years:</li> <li>1. Company name</li> <li>2. Contact information for the contract</li> <li>3. Address</li> <li>4. Number of years within the past 8 years providing GPS Solutions.</li> </ul>	In order to meet this Mandatory requirement, the Bidder must provide all information requested.  This information must be provided under Mandatory Criterion (M1) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		
M2. GPS Solution Specifications  Bidder must indicate the proposed Global Positioning System (GPS) solution meets all the criteria outlined in the Statement of Requirement – Annex "A".	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.  This information must be provided under Mandatory Criterion (M2) in your submission.  Failure to provide the information specified will		

RFP NUMBER: SEN-047 19/20 Page **9** of **28** 



Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	result in your proposal being given no further consideration		
<ul> <li>M3. GPS Data Reporting</li> <li>The bidder <u>must indicate</u> that they have a web-based data access tool that provides the following:</li> <li>Data query and analysis</li> <li>Exporting summary data/metrics</li> <li>Reports from vehicle movement data</li> </ul>	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement  This information must be provided under Mandatory Criterion (M3) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		
M4 IT Security	Turner consideration.		
I. Archiving  The system must provide on-line access to the current year of data plus six (6) previous years of data. Data exceeding seven (7) years will automatically be erased from the system and all backups.	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement  This information must be provided under Mandatory Criterion (M4-I) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		
II. Data breach Notification  The bidder must provide assurances that any data breach affecting Senate will be communicated to the Senate as soon as the bidder becomes aware of the breach.	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement		
	This information must be provided under Mandatory Criterion (M4-II) in your submission.  Failure to provide this information will result in your proposal being given no		
	further consideration.		
III. <u>Data Ownership</u> Any data captured by the system is owned by the Senate of Canada and must not be shared with any third parties.	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement		
	This information must be provided under Mandatory Criterion (M4-III) in your submission.		

RFP NUMBER: SEN-047 19/20



Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in your proposal being given no further consideration.		
IV. Return of Senate Data  Upon completion of the contract, the bidder must provide assurance that  1. All Senate data will be provided to the Senate of Canada in a dedicated data file suitable for importation in a database software such as Microsoft SQL.  2. All Senate data will effectively be wiped from the system and all backups once the Senate confirms receipt of all Senate data.	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement  This information must be provided under Mandatory Criterion (M4-IV) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		
V. <u>Data Storage</u> The Bidder must provide assurance that all Senate data, including backup copies, will be stored in Canada.	In order to meet this Mandatory requirement, the Bidder must provide:  • A statement indicating compliancy with the mandatory requirement  • Provide the name of the Cloud Service Provider (CSP).  This information must be provided under Mandatory Criterion (M4-V) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		
VI. Data Transfer  All GPS vehicle device data transferred to the central management server must be encrypted using industry-leading encryption.	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement  This information must be provided under Mandatory Criterion (M4-VI) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		
VII. Secure Web Access  Provide assurance that all web-based access to the system is encrypted.	In order to meet this Mandatory requirement, the Bidder must provide:  • A statement indicating compliancy with the mandatory requirement		

RFP NUMBER: SEN-047 19/20



Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
M5. User Authentication  The solution must have a secure automated mechanism to handle forgotten user credentials, which allows users to reset and/or change their account password or username.	Provide the minimum level of encryption provided.  This information must be provided under Mandatory Criterion (M4-VII) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.  In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement  This information must be provided under Mandatory Criterion (M5) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		
M6. After Sales Support  Bidder must identify an authorized dealer and/or agent to provide after sales support, maintenance and warranty repairs and a full range of repair parts for the GPS modules offered.  The Bidder must provide:  1. Name of authorized dealer and/or agent 2. Address 3. Telephone Number 4. Email Address	In order to meet this Mandatory requirement, the Bidder must provide all information requested  This information must be provided under Mandatory Criterion (M6) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		
M7. Language - Application  Bidder must provide assurance that the proposed solution, including but not limited to the web interface and all reports, will be available in both of Canada's official languages (French and English)	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement  All information requested must be provided under Mandatory Criterion (M7) in your submission.  Failure to provide this information will result in your proposal being given no further consideration.		



#### 3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- II. 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.
- III. Ensure that the page and paragraph number in the Bidders' Appendix is indicated in the column entitled "Cross Reference" for all information included.
- IV. 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.

The table below is the scoring guideline that will be used by the evaluation panel as a reference to assign a score to rated criterion R1.

Points	RATED CRITERION TABLE FOR R1
0	Information provided does not address the criteria.
1 - 9	Information provided demonstrates a minimal understanding that is relevant to the stated criteria.
10 -19	Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all elements of the rated criteria.
20 - 29	Information provided demonstrates understanding for most but not all the elements of the rated criteria. Bidder receives
30 - 49	Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria. Bidder receives
50 - 60	Rated criteria is dealt with in depth, information provided demonstrates a full range of indepth understanding of all of the elements of the rate criteria. Bidder receives 100% of the available points for this element.

The rated evaluation criteria are:

TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
R1. Web-Based Data Analytics	Maximum 60 points	
Bidders shall describe that their web-based data analytic tool is capable of performing the following:  Real-time updates of arrival times Allow users to download/extract the data in a tabular format to Microsoft Excel or Adobe PDF products Provide services on a 24/7 basis without any limitation in terms of number of queries and generated analysis Congestion monitoring option: Analytical and visualization tool to monitor, evaluate and	(See above table)	
report on traffic condition at any given		

RFP NUMBER: SEN-047 19/20 Page **13** of **28** 



TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
road segment, date and time of day  Bottleneck identification tool: Visualize and pinpoint pressure points with sub-optimal performance across the road network.  Performance Charts and Summaries: identifies, tabulates and summarizes data as charts and graphs which enable users to track trends.		
R2. Warranty  Bidders shall indicate that they will provide a standard warranty on the proposed GPS Solution and all its components. A digital copy of all warranties must be included with your submission.	Maximum 5 points  0-1 year warranty 1 point 1+ to 2-year warranty 3 points 2+ years warranty 5 points	
R3. Training  Bidder shall demonstrate having experience providing training services in both of Canada's official languages (French and English)	Maximum 5 points  Met 5 points  Not Met 0 points	
Total of all the Point Rated technical criteria	70	
Total minimum score to achieve	49 points	

#### 4. Presentation

The top three (3) highest scoring bidders who obtained a passing mark 49 points or more will be invited to present and demonstrate their solution to the Senate of Canada.

The presentations will tentatively take place <u>the week of November 25 - 29, 2019</u> at The Senate of Canada located 40 Elgin Street, Ottawa, Ontario, K1A 0A4 (room to be determined).

Each invited bidder can have up to a maximum of three (3) representatives to the presentation. Each invited bidder will have one half (1/2) hour to conduct their presentation and one half (1/2) hour to field questions from the evaluation team.

The Bidder should present a live interactive demonstration of their web-based system, through access to a test site replicating the live site. The demo should be populated with mock data and allow for the evaluation team to navigate through all areas.

Focus should be put on the following:

	Presentation Point Rated Presentation Criterion	Maximum No. of Points Available
1	Bidders shall provide a general overview of their bilingual (French and English) Cloud-Based Software	Maximum 60 points
	as a Service (SaaS), Global Positioning System (GPS) Solution.	Unsatisfactory – vaguely described and rated area is minimally addressed

RFP NUMBER: SEN-047 19/20 Page **14** of **28** 



Presentation Point Rated Presentation Criterion	Maximum No. of Points Available
	0 – 10 points
The demonstration shall include an overview of the following:	Satisfactory – some details described, and rated area is basically covered 11 – 30 points
<ul> <li>Real-time updates of arrival times</li> <li>Downloading information and Reporting</li> <li>Congestion monitoring option</li> <li>Bottleneck identification tool</li> <li>Ease of use.</li> </ul>	Superior – very well defined – rated area is entirely covered 31 – 60 points
Total points for Presentation	60 points Maximum
Minimum pass mark (70%)	42 points required to pass

#### 4. Financial Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. Pricing must be submitted in a separate electronic file or hard copy clearly labeled "Financial Proposal" along with the Bidders company name. Prices must appear in the Financial Proposal only. Prices indicated in any other section of the bid will result in the disqualification of the bid.

#### 5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined as per the pricing table detailed in the Basis of Payment at Annex "B".

#### 6. Basis of Selection

Highest Combined Rating of Technical Merit (70%) and Price (30%)

A proposal must comply with all the requirements of the RFP. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be deemed non-responsive and will not be given further consideration.

The evaluation and selection process will be conducted in the following phases:

Phase 1 - Mandatory Criteria

Phase 2 - Technical Merit - Rated Evaluation

Phase 3 - Determination of Highest Ranked Bidder

#### Phase 1 – Mandatory Criteria

In Phase 1, all proposals will be evaluated for their compliance with the mandatory criteria. Any proposal that fails to meet any of the mandatory criteria will be deemed non-responsive and will not be given further consideration.

## Phase 2 - Technical Merit - Rated Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical criteria. If any Phase 2 Proposal does not obtain the required minimum overall points for the technical evaluation criteria, such proposal will not be given further consideration.

#### Phase 3 - Presentation

In Phase 3, the top three proposals who have obtained the required minimum overall point for the technical evaluation criteria, will be invited to present their solution to the Evaluation committee. If any Phase 3 Presentation does not obtain the required minimum overall points for the presentation, the bidder will not be given further consideration.

RFP NUMBER: SEN-047 19/20 Page **15** of **28** 



## Phase 4 – Determination of Highest Ranked Bidder

In Phase 4, a combined evaluation score for those proposals deemed responsive in Phases 1, 2 and 3 will be determined in accordance with the following formula:

The bidder with the highest combined evaluation score will be considered for the award of a contract.

In the case of a tie bid, when all factors including pricing are considered equal, a coin toss shall be used to determine which of the tied bidders receive the award.

RFP NUMBER: SEN-047 19/20 Page **16** of **28** 



#### PART 5- RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### PART 1 – GENERAL TERMS AND CONDITIONS

#### 1. Appropriate Law

This contract shall be governed by and construed in accordance with the laws in force in the province of Ontario.

#### 2. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

#### 3. Time is of the Essence

- I. Time is of the essence in this contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor'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 Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor 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 Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

## 4. Indemnity against Claims

Except as otherwise provided in the contract, the Contractor 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 have been made by the Senate of Canada.

#### 5. Inspection and Acceptance

All reports, deliverables, items, documents goods and all services rendered under the Contract are subject to inspection by the Technical Authority or his/her representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Requirement and to the satisfaction of the Technical Authority or his/her representative, as submitted, the Technical Authority will have the right to reject it or require the correction at the sole expense of the Contractor before recommending payment. The Senate of Canada reserves the right of access to any records resulting from this contract.

#### 6. Termination of Agreement

I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the services required under this agreement. Such termination notice shall be made in writing.

RFP NUMBER: SEN-047 19/20 Page **17** of **28** 



- II. The agreement may be immediately terminated by the Senate of Canada if it is determined that the services provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate of Canada upon a **ten (10) days** written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a ten (10) days written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

#### 7. Notice

- I. Any notice or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the contract or at the last address of which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.1 shall be deemed to have been received by either party:
- a) If delivered personally, on the day that it was delivered
- b) f forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed
- c) If forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor.

#### 8. Warranties

The Contractor warrants that:

- it is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. it shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- III. it has complete authority to enter into this Contract; and
- IV. all work commenced under this agreement will be completed in full.

#### 9. Records to be kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services, and all expenditures or commitments made by the Contractor 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 Contractor 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 (2) years following the completion of the work.

#### 10. Confidentiality

Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors to which the contractor or any of its employees, or affiliates or subcontractors 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 work.

## 11. Rules and Regulations

In its operation, the Contractor 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 Contractor from exercising its rights and duties hereunder.

RFP NUMBER: SEN-047 19/20 Page **18** of **28** 



II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offenses may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up-to-date the information herein requested, or if the Contractor or any of the Contractor's affiliates or subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict the Senate of Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

#### 12. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with Senate of Canada 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 Contractor is engaged as an independent contractor providing services to the Senate and that the Contractor'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 Contractor 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.

#### 13. Subcontracts

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.
- III. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

#### 14. No Implied Obligations

It is the intention of the parties that this agreement is for the provision of services. The Contractor is engaged as an independent contractor providing services in accordance with this contract, to the Senate of Canada. The Contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the employees of the Senate of Canada.

## 15. Performance

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

#### 16. Amendments to the Agreement

No person other than the Manager of Procurement Services or their designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

#### 17. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information ("work") produced by the Contactor 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)

#### 18. Conflict of Interest

I. The Contractor declares that the Contractor 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

RFP NUMBER: SEN-047 19/20 Page **19** of **28** 



carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor 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.

#### 19. Health and Safety

The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:

- Refraining or minimizing the use of scented products while in the Senate workplace;
- Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
- No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

If contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

#### 20. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor 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 Contractor, its directors or officers during the life of this Contract, the Senate of Canada reserves the right to immediately terminate the Contract. In such cases, the Senate of Canada shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate of Canada.

#### 21. Advertisement

The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed 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 Contractor from Senate source files.

## 22. Entire Agreement

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.

#### 23. Authorities

#### I. Contracting Authority

The Contracting Authority for the Contract is:

Shawn Foran
Procurement Officer
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11<sup>th</sup> floor
Ottawa, ON K1A 0A4

Telephone: 613-943-3518

E-mail: Proc-appr@sen.parl.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### II. Technical Authority

The Technical Authority for the Contract is:

(to be determined at contract award)

RFP NUMBER: SEN-047 19/20 Page **20** of **28** 



The Technical Authority is the representative of the department for whom the Good and Services are being purchased for under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### III. Contractor's Representative

Account Manager:		
Name: Title: Phone:		
Email:	 	
Backup:		
Name:		
Title:	 	
Phone:	 	
Email:		

#### 24. 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 articles of the Request for Proposal including all annexes;
- b) the articles of the Contract;
- c) the Contractor's Annex "B" Basis of Payment
- d) the Contractor's Proposal dated (To be identified upon contract issuance).

## 25. Proactive Disclosure

All contracts awarded by the Senate of Canada must reflect fairness in the spending of public funds. The Senate of Canada is obligated to report every quarter on its website, all contract awarded that have a value of more than \$10,000.00 or whose value has exceeded \$10,000.00 via amendment.

RFP NUMBER: SEN-047 19/20 Page **21** of **28** 



#### PART 2 – TERMS OF WORK AND PAYMENT

#### 1. Period of the Contract

The Contractor shall, upon signature of both parties and (to be determined at contract award) supply and deliver the cloud-based Software as a Service (SaaS), Global Positioning System (GPS) solution as described in this document. The required services are to be performed for a period of one (1) year commencing upon contract award.

#### 1.1. Option to Extend the Contract

The Contractor grants to the Senate of Canada the irrevocable option to extend the term of the contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Senate of Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 2. Contract Amount

The Contractor will be paid for the costs reasonably and properly incurred in the supply of the Goods and Services as determined in accordance with the Basis of Payment, to a limitation of expenditure of *(to be determined at contract award)* plus Applicable Taxes.

#### 3. Basis of Payment

- I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the cost specified in the Basis of Payment at Annex "B".
- II. The Senate of Canada will not entertain any charges which are not specified in the Basis of Payment.

#### 4. Invoicing

- I. The Contractor shall submit one detailed invoice which must include, at a minimum, the date the good and/or services were delivered, and the contract reference number.
- II. The Contractor's certified invoice shall be forwarded to:

The Senate of Canada Finance and Procurement Directorate 40 Elgin Street, 11<sup>th</sup> floor Ottawa, Ontario K1A 0A4 Canada

or by e-mail at: <a href="mailto:finpro@sen.parl.gc.ca">finpro@sen.parl.gc.ca</a>

- III. The invoice must be reviewed and signed by the Technical Authority/ Inspection Authority or their delegated authority before payment is issued.
- IV. Payment by the Senate to the Contractor for work shall be made:
  - 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;
  - 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;
  - If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

## 5. Method of Payment

RFP NUMBER: SEN-047 19/20 Page **22** of **28** 



- Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please submit a completed direct deposit form at Annex C with your bid.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

#### 6. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes.
- II. PST Exemption No.: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The Applicable Taxes are not included in the contract amount.
- IV. The Applicable Taxes must be listed as a separate line item on all invoices.

#### 7. 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 Contractor 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.
- III. "Date of payment" means thirty (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 per cent.
- 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 Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

RFP NUMBER: SEN-047 19/20 Page **23** of **28** 



## ANNEX A – STATEMENT OF REQUIREMENT (SOR)

#### 1. Title

Cloud-based Software as a Service (SaaS), Global Positioning System (GPS) solution

#### 2. Background.

The transportation services of The Senate of Canada Property and Services Directorate (PSD) requires ten (10) satellite-based tracking devices in total, to provide real time tracking and reporting for their fleet of vehicles, including five (5) shuttle busses, and three (3) transport vehicles.

The shuttle busses provide safe and timely transportation for parliamentarians and their staff between Senate and House of Commons' occupied buildings located in the Parliamentary Precinct.

The shuttle service follows different schedules based on the Senate sitting calendar and includes three (3) routes comprised of different stops.

The transport vehicles are used to move assets between buildings in the parliamentary precinct area as well as off-Hill facilities.

With this initiative, our goal is to improve service and efficiency related to transportation services.

#### 3. Objective and Scope

The objective of this RFP is to acquire a real time, cloud-based Software as a Service (SaaS) Global Positioning System (GPS) solution to monitor, track and locate via a web interface the fleet of vehicles with detailed reports (tracking and reporting on a daily, weekly and monthly basis) in addition to service alerts notifications. This scope also includes supply, delivery, installation and technical support of all GPS hardware components for their expected life cycle. System must be able to communicate with Microsoft excel and PDF Adobe products.

At a future date, the Senate may wish to expand the scope of the solution to mobile applications in order to provide parliamentarians and staff with real time information on the current position of the shuttles and their estimated time of arrival at pre-defined stops. This information would have to be available in both official languages through a mobile application and/or fixed displays at the various stops. The proposed solution would have to be compatible with existing technology.

#### 4. Minimum technical criteria (all devices)

#### **Hardware:**

The selected contractor shall be responsible for installing at no additional cost new GPS modules into each vehicle. The in-vehicle unit is powered by the vehicle's electrical system which will start collecting data at power-up; the unit shall be designed to withstand typical power surges that may occur within a vehicle's electrical system and must operate on 12 to 36 volts vehicle with no power regulator inline. The Senate of Canada transportation service unit will coordinate with the vendor to schedule appropriate dates and time to perform the installs while limiting the impact on Senate daily operations.

The GPS unit must be hard-mounted to the vehicle, out of reach and out of sight. It must be weather and tamper resistant. It must be possible to update the GPS units wirelessly without removing them from the vehicle.

The contractor must coordinate with the Senate, the installation and testing of all firmware and security updates released for all applicable hardware throughout the life of the contract.

The contractor must provide all required hardware to render the system functional, including mounting hardware and any peripherals such as harness or antennas, as required. No modification such as drilling will be made to the vehicle.

The system must have a minimum working temperature range of at least 33 degree Celsius to -40 degree Celsius.

#### The system software must:

- Provide online access to a minimum of 6 years of historical information.
- Refresh all GPS data at least every second (1 Hz refresh rate).

RFP NUMBER: SEN-047 19/20 Page **24** of **28** 



- Ability to add new or remove vehicles.
- Ability to create custom labels for Senate vehicles.
- 24-hour vehicle tracking.
- Software should be able to indicate how long a running vehicle was immobile regardless if in Park or not.
- Vehicle icon should display proper movement and direction of travel on map.
- Have the ability to locate vehicle(s) based on real time reporting and tracking.
- Have the ability to provide estimated arrival time based on pre-established stops and vehicle location.
- Have the ability to view vehicle activity in real time and as historical data.
- Produce a travel history of a vehicle using a breadcrumb trail on a map.
- Generate service alerts notifications on various parameters such as a vehicle outside of a predefined perimeter.
- Congestion monitoring option: Analytical and visualization tool to monitor, evaluate and report on traffic condition at any given road segment, date and time of day
- Bottleneck identification tool: Visualize and pinpoint pressure points with sub-optimal performance across the road network.
- System must be able to export all information into Microsoft Excel and Adobe PDF formats.

#### **Reporting:**

Have the ability to produce daily, monthly and yearly activity reports detailing per vehicle total kilometers driven, maximum speed reached, duration of trip from and to any given stop(s) predetermined by the client, number of times a designated stop was serviced, and number of stops in a designated area. The web-based data access tool will allow users to generate:

- Data query and analysis
- Exporting summary data/metrics
- Reports from vehicle movement data
- Performance Charts and Summaries: identifies, tabulates and summarizes data as charts and graphs which enable users to track trends.

All users must be able to download/extract the data in a tabular format to Microsoft Excel or Adobe PDF products.

#### **Data Security and Back Up**

The Contractor will ensure the following:

- All GPS vehicle device data transferred to the central management server must be encrypted using industry-leading encryption.
- All web-based access to the system is encrypted.
- All Senate data, including backup copies, will be stored in Canada.
- The Contractor must ensure that any removable media, such as Backup Tapes, used in the backup process must have the equivalent physical security controls used to protect the hardware hosting the Senate solution.
- The system must provide on-line access to the current year of data plus six (6) previous years of data. Data exceeding seven (7) years will automatically be erased from the system and all backups.
- The Contractor must have processes in place to ensure that only authorized Contractor's employees will have access to Senate data and how these processes are enforced.
- The Contractor must communicate to the Senate, in writing, as soon as they become aware of any security incidents or breaches that could or has affected Senate data.
- Any data captured by the system is owned by the Senate of Canada and must not be shared with any third parties.

Upon completion of the resulting contract, the contractor shall provide assurance that:

- 1. All Senate data will be provided to the Senate of Canada in a dedicated data file suitable for importation in a database software such as Microsoft SQL.
- 2. All Senate data will effectively be wiped from the system and all backups once the Senate confirms receipt of all Senate data.

RFP NUMBER: SEN-047 19/20 Page **25** of **28** 



#### Training:

Training on the hardware in the vehicle and software operation will be provided by the contractor, free of charge, live on-site. This will be a "train the trainer" concept. The contractor will provide an outline detailing the training to be offered.

Upon contract issuance, the contractor will provide training documents (including step-by-step processes for pulling detailed reports) for the Senate trainer to train staff. Training will be available in both official languages, English and French.

#### **Telephone support:**

Vendor will offer bilingual (English and French) support by telephone during regular working hours 8am-4pm EST Monday to Friday, at no extra cost, and have issues resolved to the department's satisfaction within 24 business hours after notification during the contract period. The resolution of issues that are more complex and require more than 24 hours to complete may be negotiated with the Technical Authority. The GPS Solution must be capable of remote access for ongoing support and maintenance.

Failure to respond to the identified hardware and software problems or issues will be considered unsatisfactory performance and may result in contract termination.

#### Warranty:

The Contractor will provide a standard warranty on the proposed GPS Solution and all its components.

RFP NUMBER: SEN-047 19/20 Page **26** of **28** 



#### ANNEX B – BASIS OF PAYMENT

Pricing must include all requirements as set forth in the RFP.

Provide pricing for all work, goods and services below.

All pricing must be in Canadian funds and include applicable Canadian custom duties and excise taxes.

#### **Table A - Initial Contract Costs**

	Item	Quantity	Lump Sum Price (excluding taxes)
1.	Supply of a Vehicle GPS Tracking Solution Software (e.g. license/user fees)	8	\$
2.	1st Year Software Subscription - Including Technical Support	8	\$
3.	Supply, delivery and installation of GPS Hardware Module (for 8 vehicles + 2 spares)	10	\$
4.	Cost for Training (Train the Trainer)	1	\$
Total cost excluding taxes for Initial Contract			\$

## Table B - Option Year One (If Exercised)

1.			
	Annual Software Subscription - Including Technical	8	\$
	Support		

## Table C - Option Year Two (If Exercised)

1.			
	Annual Software Subscription - Including Technical	8	\$
	Support		

# Table D - Cost to Add Additional Vehicles (Fixed and Recurring Fees)

1.	Annual Software Subscription - Including Technical Support	1	\$
2.	To supply, delivery and installation of a GPS Hardware Module	1	\$
	Total cost excluding taxes for Each Additional Vehicle	\$	

Total Cost for Evaluation Purposes Total Table A+B+C+D	\$
Company Name:	
Name of Representative:	

RFP NUMBER: SEN-047 19/20 Page **27** of **28** 

Signature : \_\_\_\_\_\_ Date: \_\_\_\_\_



# ANNEX C – DIRECT DEPOSIT FORM

## INSTITUTION AND ACTION REQUIRED

Modify - Senate of Canada

Reason for action:						
Submit the scanned form Directorate by 6	(and attachment) in the e-mail at finpro@sen.pa		lays to the S	Senate Fir	nance and Procurem	nent
Section 1 - SUPPLIER D	DETAILS					
LEGAL NAME:				Tel:		
OPERATING NAME:				Tel:		
ADDRESS: Street No./PO BO	ox:		Citv:			
Province:	_ Postal (	Code/Zip:		Cou	ntry:	
Remittance Address if	different from above:	1				
Street No./PO BC	DX:		City:			
Province:_	Postal C	Code/Zip:		Cour	ntry:	
HST/GST (for applied	cable Corporation)					
Social Insurance N	umber (for Contractor)					
Section 2 - SUPPLIER P	AYMENT DETAILS					
CANADIAN \$	OTHER CURR	RENCY	_			
Method of Payment:						
CHEQUE  DD Payment Notification	documents	POSIT Attacl	h a blank ch	eque with	"VOID" written on i	t or other related banking
E-MAIL Address 1:		E	MAIL Addres	ss 2:		
Section 3 - CONSENT						
I give consent to the Se Deposit to the financial other attached related by	institution that I have					
Name:	Si	gnature:			_Date:	
Section 4 - Senate Fin	Proc use ONLY					
XXXXX01 Suppliers;	;(i.e. GRAND01 for	Grand & To	оу)			
SUPPLIER PAR	RKED	SUPPL	JER UNPAF	RKED		
COMMENTS:						

RFP NUMBER: SEN-047 19/20 Page **28** of **28**