Procurement Services
Supply Chain Management

Competitive Proposal No. SCM26-036

Request for Proposal For
Mobile X-Ray Machines

For the Northern Alberta Institute of Technology

CLOSING DATE: November 23, 2026
at 2:00 PM Alberta Time

THIS DOCUMENT IS POSTED ON EUNA PROCUREMENT AT:

https://nait.bonfirehub.ca/opportunities/113212

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1. INVITATION

1.1 Overview of the Work

1.1.1 The Northern Alberta Institute of Technology (NAIT) invites proposals from medical imaging suppliers for the supply, delivery, installation, and commissioning of two (2) mobile x-ray machines, as further detailed in *Appendix A – Scope of Requirements.*

1.1.2 The required completion date is March 30, 2027, for the two (2) mobile x-rays to be delivered, installed, and commissioned at NAIT's Main Campus.

1.1.3 To ensure continuity of instruction and clinical training during the Winter 2027 semester, NAIT requires a temporary stop-gap solution, such as loaner mobile x-ray units, for the period of January 4, 2027 to April 30, 2027. This interim solution is required to bridge the gap between NAIT's current equipment and the arrival, installation, and commissioning of the two (2) new mobile x-ray units being procured through this RFP.

1.1.4 NAIT's total estimated budget for this procurement, including applicable taxes, is $200,000 CAD.

1.2 Overview of NAIT

1.2.1 NAIT's guiding principles are the Vision and Promises. It identifies our vision to be the most relevant and responsive post-secondary institution in Canada and one of the world's leading polytechnics.

Please see the supplied link for more information: http://www.nait.ca/44315.htm

1.3 NAIT's Authorized Representatives

1.3.1 Pamela Huynh, Procurement Specialist

1.4 Key Target Dates

1.4.1 Following are the Key Target Dates with respect to this Request for Proposal (RFP) process. Dates listed below are not guaranteed and may change based upon circumstances.

Activity	Target Date
RFP Issued	November 9, 2026
Deadline to Submit Questions	November 18, 2026 at 12:00 PM Alberta Time
RFP Closes	November 23, 2026 at 2:00 PM Alberta Time
Completion of Evaluation	November 27, 2026
Contract Award Date	December 1, 2026

1.5 Mandatory Requirements

1.5.1 NAIT will review each Proposal to verify that the Proposal is compliant and meets all Mandatory Requirements. Proposals that do not meet the Mandatory Requirements may be considered non-compliant and may not be eligible for evaluation or further consideration by the Evaluation Committee.

1.5.2 If there are any conflicts, discrepancies, errors, or omissions between the Mandatory Requirements in the list below and references elsewhere in the RFP documents, the references elsewhere in the RFP documents will take precedence and will govern the evaluation. The descriptions contained in the lists below are for convenience of reference only and are not to affect the interpretation of the Mandatory Requirements.

1.5.3 Mandatory Requirements are set out below. Please note that the lists below do not include pre-condition of award, which must be met by the Proponent in order to be awarded the Contract.

1.5.4 **Standard Mandatory Requirements:**

- **Request for Proposal Documents** – The RFP Documents shall be the basis upon which the Proposals shall be submitted.
- **Important Dates** – NAIT will only consider Proposals received by NAIT by the Closing Date and Time.
- **RFP Document Instructions** – The cost of completing any Work described by Addenda must be included in the Proposals.
- **Changes, Modifications, and Clarifications to the RFP** – The Proponent shall carefully examine the RFP documents.
- **Communication** – Proponents must not engage in political or other lobbying or contact or attempt to contact, directly or indirectly the individual listed in the Communications section.
- **Proposals Submitted by Two or More Entities** – The Proponent must indicate whether the Proposal is being submitted by a team of two or more entities. Please refer to Section 2.10 for complete details.
- **Conflict of Interest** – Proponents must disclose information contrary to the representations and warranties contained under the Conflict of Interest section.
- **Form of Proposal** – Proposals must be written in English.
- **Proposal Pricing** – Prices included in Proposals must in CAD, include the cost delivery, and should be exclusive of GST.
- **Execution of Proposal** – The Proposal shall be properly approved in full compliance with the internal authorization requirements of the Proponent organization.

1.5.5 **Mandatory Requirements Specific to this RFP:**

- Proponents must submit their complete Proposal in Euna Procurement.
- Proponents must have been in the business of supplying medical imaging equipment for a minimum of 5 years, as demonstrated by supporting corporate documentation.
- Proponents must only propose mobile x-rays that meet or exceed the technical and regulatory requirements in *Appendix A – Scope of Requirements.*
- Proponents must submit a completed **Appendix B – Mobile X-Rays Questionnaire**.
- Proponents must submit a completed **Appendix C – Financial Offer.**

- Proponents must submit a completed **Appendix D – Corporate Information and Authorization.**
- Proponents must provide technical specifications, product literature, licences, certifications, declarations of conformity, test reports, or other supporting documentation to verify information regarding the equipment's technical specifications and compliance with Canadian regulations, codes, and standards applicable to the mobile x-rays.

1.6 Inquiries

1.6.1 All inquiries and questions, including technical inquiries and inquiries regarding the procedure of this RFP, must be submitted through the Euna Procurement message board prior to the Close of Questions. Any verbal or written inquiries directed in any other way may not be considered. NAIT is not obligated to provide responses to any inquiries or questions received regarding this RFP.

1.7 Electronic Posting

1.7.1 Electronic copies of the RFP documents, including any addenda added, may only be obtained from Euna Procurement (https://nait.bonfirehub.ca/opportunities/113212) the Alberta Purchasing Connection, (http://www.purchasingconnection.ca). The electronic version of the RFP found on Euna Procurement, including any addenda added and is the only official version of the RFP documents and the only version approved by NAIT.

1.8 Trade Agreements

1.8.1 This RFP falls within the scope and is subject to the applicable provisions of the New West Partnership Trade Agreement, the Canadian Free Trade Agreement, and the Comprehensive Economic and Trade Agreement.

1.9 Land Acknowledgement

1.9.1 At NAIT, we honour and acknowledge that the land on which we learn, work, and live is Treaty Six territory.

1.9.2 This place is a traditional homeland for the First Nations and Metis Peoples, and today we are all part of this treaty land.

1.9.3 The traditional name of this place is Amiskwaciy Waskahikan [a-mis-kwa-CHEE wah-SKAY-gun], which is also called the city of Edmonton.

1.9.4 There is a long history that has brought us to be on this land. At NAIT, we seek to learn from that history and the lessons that have come before us, and to draw on the wisdom of the First Peoples of Canada who have lived on this land from time immemorial.

1.9.5 Through this land acknowledgement, we have an opportunity and responsibility to reflect on the impacts of colonialism, historically and currently. Only through learning can we move forward in truth and reconciliation, and to a better future together.

2. INSTRUCTIONS TO PROPONENTS

2.1 RFP Document Instructions

2.1.1 The RFP may be amended by NAIT at any time by addenda. The changes made to the RFP will be listed in a separate section of the RFP. If NAIT, for any reason, determines that it is necessary to provide additional information or clarification relating to this RFP, or that any errors, omissions or discrepancies in the RFP documents need to be corrected, such will be added to the RFP documents as addenda.

2.1.2 The Proponent is deemed to have read and understood the RFP documents, including all addenda added by NAIT. The Proponent is responsible for reviewing Euna Procurement regularly for addenda, as addenda may contain important information including significant changes to this RFP. The onus is on the Proponent to make any necessary amendments to their Proposals based on the addenda.

2.1.3 The RFP documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the RFP made prior to the Response Deadline, and no changes shall be made to the RFP documents except by written addenda. The Proponent shall not rely upon any oral information provided to it by NAIT or its representatives.

2.1.4 It is the Proponent's responsibility to promptly review the RFP documents and to take steps necessary to obtain a complete set of the RFP documents.

2.1.5 The RFP documents are at all times NAIT's property. A Proponent shall not use the RFP documents for any other purpose than in preparation for and submitting a Proposal, and in the case of the successful Proponent, for completing the Work. Unless otherwise explicitly indicated, NAIT owns the intellectual property in all documents that make up the RFP documents.

2.2 NAIT Policies and Procedures

2.2.1 The Proponent is advised to review NAIT policies and procedures through the NAIT website:

https://www.nait.ca/nait/about/corporate-structure/legal/nait-policies-procedures

2.3 Communication

2.3.1 NAIT is not responsible for any failure of the Euna Procurement or the Alberta Purchasing Connection websites, though the Proponents are encouraged to notify NAIT of any website issues. The Proponent recognizes and accepts and assumes all risks, responsibility, and liability associated with communicating by electronic communications and submitting Proposals electronically, including, without limitation:

i. The lack of security;
ii. The unreliability of delivery;
iii. The possible loss of confidentiality;
iv. Receipt of a garbled, corrupted or incomplete Proposal;
v. Unavailability of the Euna Procurement or Alberta Purchasing Connection websites or inability of the Proponent to access the Euna Procurement or Alberta Purchasing Connection sites;
vi. Incompatibility between the sending and receiving equipment;
vii. Delay in transmission or receipt of the Proposal; or

viii. Illegibility of the Proposal.

2.3.2 The Proponent is responsible to ensure that information they send is received in its entirety within any relevant time limit specified in this RFP.

2.3.3 Electronic communications will be deemed to have been received by NAIT on the date and time indicated by Euna Procurement.

2.3.4 Proponents, their employees, agents, advisors, and representatives must not engage in any form of political or other lobbying of any kind whatsoever to attempt to influence the outcome of this RFP. Without limiting the generality of the foregoing, a Proponent, its employees, agents and representatives must not contact or attempt to contact, directly or indirectly, at any time during the RFP, any of the following matters related to the RFP, the RFP documents or a Proponent's Proposal:

- Any member of the Evaluation Committee;
- Any Advisor to NAIT or the Evaluation Committee; or
- Any NAIT employee, agent, or representative, except using Euna Procurement message board.

2.3.5 For the purposes of the Electronic Transactions Act, SA 2001, c E-5.5, NAIT hereby consents to accept communication and Proposals in electronic form through Euna Procurement, in accordance with the RFP documents.

2.4 Disputes and Past Performance

2.4.1 For the purposes of this Disputes Section, the term "Proponent" shall include a predecessor, affiliate, associate, director, officer, or employee of the Proponent, and the terms affiliate, associate and director shall have the same meaning as defined in the Business Corporations Act, R.S.A. 2000, c. B-9.

2.4.2 NAIT may reject a Proposal submitted by a Proponent who is in a dispute with NAIT that may need to be resolved through litigation or arbitration.

2.4.3 NAIT may review its records with respect to the performance by a Proponent, or an affiliate or associate of a Proponent, on previous contracts with NAIT, and with respect to the conduct of a Proponent in a prior procurement process. NAIT may reject a Proposal submitted by a Proponent if NAIT determines that a Proponent's performance, or the performance of an affiliate or associate of a Proponent on previous contracts with NAIT is unsatisfactory, or if the conduct of a Proponent in a prior procurement process was determined to be inappropriate, and NAIT's Supply Chain Management department has advised the Proponent or its affiliate or associate of this determination.

2.5 Access to Information Act (ATIA) and Protection of Privacy Act (POPA)

2.5.1 All documents submitted to NAIT will be subject to the Protection and disclosure provisions listed in Access to Information Act and Protection of Privacy Act.

2.5.2 On June 11, 2025, the Government of Alberta repealed the Alberta *Freedom of Information and Protection of Privacy Act* (FOIP) and replaced it with the following two new pieces of legislation:

i. Access to Information Act (ATIA). ATIA establishes rights for persons to access records, as defined in ATIA, that are in the custody or control of public bodies subject to limited and specified exceptions.

Link to ATIA: https://www.alberta.ca/access-to-information-act.

ii. Protection of Privacy Act (POPA). POPA established privacy rights for Albertans concerning personal information. It also permits public bodies to collect, use, or disclose personal information in new ways, including for data matching and to create non-personal data.

Link to POPA: https://www.alberta.ca/protection-of-privacy-act.

2.6 Limitation of Liability

2.6.1 The Proponent is fully responsible for obtaining the information required for the preparation of its Proposal and for the execution of the Work. NAIT, its employees, agents, advisors, and representatives make no representations, warranties, or guarantees as to the accuracy of the information contained in this RFP, including information included by way of addenda.

2.7 Reservation of Rights

2.7.1 In addition to any other express rights or any other rights that may be implied in the circumstances, NAIT reserves the right to exercise any or all of the following rights, to:

i. Amend the scope of the project, modify, cancel or suspend the RFP or any or all stages of the process;

ii. Accept or reject any Proposal based on the evaluation criteria as evaluated by the evaluation committee;

iii. Disqualify a Proposal that fails to meet any Mandatory Requirements;

iv. Disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;

v. Waive a defect or irregularity in a Proposal or any non-compliance in form or content of a Proposal, and accept that Proposal as NAIT in its sole discretion deems acceptable;

vi. Not accept any Proposal or select a Preferred Proponent;

vii. Cancel this RFP and commence a new procurement process for the same or similar requirement;

viii. Extend, form the time, any date, time period, or deadline provided in this RFP;

ix. Reject Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or that contain irregularities;

x. Request clarification from any Proponent with respect to their Proposal;

xi. Verify any statement, claim, reference, certification, or other information provided by a Proponent;

xii. Disqualify a Proponent who submits a Proposal that, in the opinion of NAIT, contains misrepresentations or any other inaccurate or misleading information;

xiii. Disqualify a Proposal where the Proponent has:

- Declared bankruptcy;
- Made any false declarations under this RFP or failed to make any declarations or disclosures required;
- Significantly or persistently been deficient in performance of any substantive requirements or obligations under a prior contract or contracts;
- Had a final judgement or judgements rendered against it in respect of serious crimes or other serious offense, whether in Canada or abroad;
- Any of its employees who will perform any Work under the Contract have been guilty of professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or
- Failed to pay taxes rightfully owed to a government, whether in Canada or abroad.

2.8 Modification, Clarification or Withdrawal of Proposals

2.8.1 Proposals shall not be modified after being submitted to NAIT unless such modification is made prior to the Response Deadline. NAIT will contact a Proponent should it feel the need to clarify any of the information contained within the Proponent's Proposal. To withdraw a Proposal after the Response Deadline, the Proponent must contact NAIT using the Euna Procurement message board.

2.9 No Further Information

2.9.1 For the avoidance of doubt, NAIT will not consider any information or documentation submitted by a Proponent after the Response Deadline without request by NAIT. Any information or documentation is submitted in response to a written request by NAIT for further information pursuant this No Further Information Section or in response to an opportunity to rectify deficiencies specifically granted in writing by NAIT.

2.10 Proposals Submitted by Two or More Entities

2.10.1 Proponents are to identify if this Proposal is being submitted by a team of two or more entities, whether a partnership, a joint venture, consortium, or other collective approach.

2.10.2 If 2.12.1 above applies, please list all members of the team of two or more entities.

2.10.3 If 2.12.1 above applies, please describe the relationship of the members of the team of two or more entities.

2.10.4 Proponents are to identify which member of the team of two or more entities has the authority to represent the team. This person is the "Prime Proponent".

2.10.5 The Prime Proponent will be responsible for communicating on behalf of the team for the purposes of this RFP.

2.11 Conflict of Interest

2.11.1 By submitting a Proposal, the Proponent represents and warrants that:

i. To its knowledge neither a member of the NAIT Board of Governors nor a NAIT employee has any financial or controlling interest, either directly or as a shareholder, director, officer or partner, in the Proponent, or is a creditor of the Proponent, except as disclosed in the Proposal. Where a Proponent is a publicly traded corporation, written disclosure of any shareholding is required if the shareholding in question is ten percent (10%) or greater;

ii. To its knowledge no spouse, child, parent, sibling, or parent or sibling of the spouse of either a member of the NAIT Board of Governors or a NAIT employee has any financial or controlling interest, either directly or as a shareholder, director, officer or partner, in the Proponent, or is a creditor of the Proponent, except as disclosed in the Proposal. Where a Proponent is a publicly traded corporation, written disclosure of any shareholding is required if the shareholding in question is ten percent (10%) or greater;

iii. The Proposal has been submitted without collusion of any other person who may have submitted a Proposal for this RFP and the Proponent has not compared figures with any other party that may be submitting a Proposal. The Proponent has not made an agreement with any other party whereby that party has agreed not to submit a Proposal;

iv. The Proponent does not and did not have an unfair advantage, and did not and will not engage in conduct, directly or indirectly, that gives it an unfair advantage, including but not limited to: having, or having access to confidential information of NAIT in the preparation of its Proposal that is not available to other Proponents; communicating with any person with a view to influencing preferred treatment in the RFP process; and engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process;

v. No individual who has been employed by NAIT within 12 months prior to the Response Deadline has assisted in any way or provided any advice, information, or counsel whatsoever with regard to the development of the Proponent's Proposal, or is Proposed by the Proponent to perform any Work under the Contract, whether as an employee of the Proponent or under contract as a subcontractor supplier of the Proponent or an

employee of a subcontractor or supplier of the Proponent, except as disclosed in the Proposal;

vi. To its knowledge neither a NAIT Board of Governors member nor NAIT employee has been an employee or subcontractor of the Proponent within 12 months prior to the Response Deadline, except as disclosed in the Proposal.

2.11.2 If a Proponent knows of any information contrary to the representations and warranties it makes under this section when submitting a Proposal or knows of any information required to be disclosed by this section, the Proponent must disclose the information in its Proposal. If the Proponent makes any disclosure in its Proposal pursuant to this Conflict of Interest Section, or any potential conflicts of interest are discovered by NAIT, NAIT shall examine the disclosure or potential conflict of interest and determine in its sole discretion whether the Proponent has a conflict of interest or otherwise has an unfair advantage with regard to this RFP. NAIT reserves the right to disqualify any Proponent who fails to disclose anything required to be disclosed by this Conflict of Interest Section, or which is found in a conflict of interest or to have an unfair advantage with regard to this RFP.

2.12 Proposal Pricing

2.12.1 Unless otherwise explicitly stated elsewhere in the RFP documents, prices included in Proposals should include all fees required by the Contract and any Incoterms therein, which may include but are not limited to storage, labour, overhead, equipment, transportation, fuel, shipping, delivery, brokerage costs, supplies, materials, licences, and any other fees related to the Work, unless otherwise stipulated. Without limiting the generality of the foregoing, the Proponent shall include in its Proposal the cost of any permits and inspections required by any governmental or other authority having jurisdiction, unless otherwise stated elsewhere in the RFP documents.

2.12.2 Proposals provided in a currency other than Canadian Dollars will be converted by NAIT for evaluation purposes into Canadian Dollars using the Bank of Canada Daily Exchange Rate for the Response Deadline, unless otherwise noted elsewhere in the RFP documents.

2.12.3 The Proposal should include all taxes, other than the Goods and Services Tax, including custom duties, excise duties and all other taxes and charges applicable with respect to the Proposal, unless otherwise specifically stipulated.

2.12.4 The Goods and Services Tax should be quoted as a separate amount on all taxable supplies and services. Zero-rated and exempt supplies and services are to be noted separately.

2.12.5 NAIT is not obligated to accept a Proposal that fails to comply with the tax-related instructions.

2.12.6 It is the responsibility of the Proponent to determine the correct amounts of classifications of all taxes with respect to the foregoing before submitting its Proposal.

2.12.7 Proponents are advised that NAIT is obligated to withhold and remit to the Canada Revenue

Agency 15% from all payments made to non-residents for services provided in Canada. Successful Proponents who can supply a waiver letter from the Canada Revenue Agency will be exempt from this deduction.

2.13 Proponent Representations, Warranties, and Acknowledgements

2.13.1 By submitting a Proposal, the Proponent represents, warrants and acknowledges the following:

i. The Proponent is in possession of a full set of the RFP documents and has carefully examined those documents;

ii. The Proponent has carefully considered any Work required by NAIT under this RFP and all matters which may in any way affect the provision of that Work before submitting a Proposal, including but not limited to the nature of the Work, the nature and quality of the equipment and facilities needed before and during the execution of the Work;

iii. If any Work is to be performed at NAIT or other location(s), the Proponent has carefully examined those location(s), including but not limited to the local site conditions and environment;

iv. The Proponent has the resources, skills, experience and ability to perform the Work as required by the Contract;

v. If a date for completion of the successful Proponents obligations under the Contract is specified in the Agreement, the Proponent also represents that it shall complete performing its obligations under the Contract by the date so specified if selected as the successful Proponent;

vi. NAIT has the right to increase, decrease, delete or vary any portion of the Work required by NAIT under the Contract and the Proponent agrees to comply with any such change subject to valuation and adjustment as may be provided in the Contract.

2.13.2 With respect to the tax instructions:

i. The RFP documents have been duly observed and adhered to;

ii. The Goods and Services Tax status of all goods and products involved has been properly determined;

iii. All rates and entitlements provided for in the relevant tax statutes as affecting NAIT have been duly considered.

2.13.3 The declarations, representations and information stated in this RFP and the Proponent's Proposal are accurate and this Proposal has been compiled by the Proponent with full knowledge and understanding of all matters and things called for in these RFP documents.

2.14 Execution of Proposal

2.14.1 The Proposal shall be properly approved in full compliance with the internal authorization

requirements of the Proponent organization.

2.15 Submission of Proposals

2.15.1 The Proposal shall be valid for a period of 60 calendar days from the Response Deadline of this RFP or such other period as may be agreed to by the Proponent and NAIT.

2.16 Warranty

2.16.1 The Proponent shall be required to provide the following warranties and representations:

i. **No Third Party Conflict or Infringement** – At the execution (signing) of the Contract, the Proponent warrants the execution, delivery, and performance of the Contract and any task/change order subject to the Contract shall not contravene the terms of any contracts with third parties or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and, as of the date of the Contract, there are no actual or threatened legal actions with respect to the matters in this provision.

ii. **Commencing of the Warranty Period** – Where contingent products are ordered and no acceptance test is required, the warranty period shall not commence until acceptance by NAIT of all required or all contingent products. NAIT may, at its election, postpone services in support of products so as to coincide with delivery and acceptance of all contingent products. NAIT shall not incur any additional fees whatsoever for reordered or replacement contingent products.

iii. **Documentation Explains Use** – Proponent warrants that the documentation shall explain the operation of the System in terms understandable by NAIT users of reasonable technical competence.

iv. **All Necessary Materials** – For the Initial Term of the Contract, the Proponent warrants that no other equipment, software, interfaces, applications, or other products and/or services beyond those identified in its Proposal are required to be used in conjunction with the System in order for the System to operate in accordance with the acceptance criteria and documentation.

2.17 Protection of Property and Equipment

2.17.1 The Proponent shall ensure that during the delivery of the Goods, a reasonable duty of care is taken to ensure the protection of NAIT's property and equipment.

2.17.2 Any damage caused by the Proponent or the Proponents representatives will be the responsibility of the Proponent to promptly repair or replace, at no additional cost to NAIT, and to the satisfaction of NAIT.

2.18 Insurance

2.18.1 The successful Proponent shall, at its own expense and without limiting its obligations or liabilities under the Contract, provide, maintain, and pay for insurance coverage in

accordance with the Alberta Insurance Act, with limits not less than those specified, unless NAIT determines in writing that lower limits are justified for a particular part of the Contract. Unless otherwise stated, each insurance policy shall remain in force for the duration of the Contract. Prior to commencement and upon placement, renewal, amendment, or extension of any insurance, the Proponent shall promptly provide NAIT with confirmation of coverage and, if required, a certified true copy of the policy and any amending endorsements, certified by an authorized representative of the insurer.

2.18.2 The successful Proponent shall provide the following:

a) The Proponent shall maintain Commercial General Liability insurance in the name of the Proponent, written on an occurrence basis, with limits of not less than $5,000,000 per occurrence for bodily injury, death, personal injury, advertising injury, and property damage, including loss of use thereof, arising out of the Proponent's operations, premises, products, and completed operations.
    i. Such insurance shall include, where commercially available and applicable to the scope of work: premises, property, and operations liability; products and completed operations liability; blanket written contractual liability; contingent employer's liability; personal and advertising injury liability; non-owned automobile liability; cross liability and severability of interests; employees and volunteers as insureds where applicable; broad form property damage.
    ii. A Radioactive Matter buy-back clause must be included
b) Manufacturers Errors and Omissions (E&O)/Product Liability: A minimum limit of $5,000,000 per claim and $5,000,000 in the aggregate.
c) Automotive Liability covering all vehicles owned, leased, rented or operated by or on behalf of the Proponent in an amount not less than $2,000,000 per occurrence for bodily injury, death and property damage.
d) Motor Truck Cargo or Cargo Legal Liability insurance with limits of not less than the full replacement value of the property being transported, subject to a minimum limit of $900,000 per shipment.
    i. Such insurance shall cover loss of or damage to cargo while in transit, during loading and unloading, and while temporarily stored in the ordinary course of transit. Coverage shall include theft, collision, overturn, fire, water damage, and such other risks as may reasonably be expected having regard to the nature of the cargo.
    ii. Where temperature-controlled, specialized, high-value, fragile, or time-sensitive property is being transported, the Proponent shall ensure the policy includes appropriate coverage for those exposures.
e) Installation Floater insurance on an all-risks basis, or equivalent broad form coverage.
    i. Such insurance shall cover property while in transit, during loading and unloading, in temporary storage, while located on or off the project site, during installation, and during testing and commissioning, until the work

has been accepted by NAIT or until NAIT's insurable interest has otherwise ceased.

ii. The limit of insurance shall be not less than the full replacement value of the property to be installed, including freight, duties, taxes, labour, overhead, and other costs necessary to repair or replace the property.

2.18.3 Prior to commencing the services and upon placing, renewing, amending, or extending all or part of the insurance, the Proponent shall promptly provide NAIT with a certificate of insurance.

2.18.4 All the foregoing insurance shall be primary, non-contributory, and not require the pro rata sharing of any loss by any insurer of NAIT.

2.18.5 The Proponent shall be responsible for deductible amounts under the policies.

2.18.6 NAIT is added as an **Additional Insured** under the **Commercial General Liability** policy with respect to liability arising out of the operations of the Vendor, including products and completed operations, but only in respect of liability arising from the Vendor's performance under this Agreement.

2.18.7 NAIT is named as **Loss Payee** under the **Motor Truck Cargo** and **Installation Floater** insurance policies, with respect to any loss or damage to the mobile x-rays and related equipment during transportation, storage, or installation.

2.18.8 Each policy shall be endorsed to state that the coverage provided will not be changed to restrict coverage or decrease liability limits, cancelled or terminated, until 30 days after Notice in Writing of such change, cancellation or termination shall be given to NAIT.

2.18.9 All required insurance policies shall be with insurers licensed to underwrite insurance in Alberta and shall be in compliance with the Insurance Act (Alberta).

2.19 Indemnification

2.19.1 The Proponent shall indemnify, defend and hold harmless the Northern Alberta Institute of Technology ("NAIT"), its board members, officers, employees, agents and representatives from and against all third-party claims, demands, actions, proceedings, damages, losses, liabilities, fines, penalties, costs and expenses, including reasonable legal fees, to the extent arising out of or resulting from:

f) any negligent act or omission, wilful misconduct or unlawful act of the Proponent or any of its employees, agents, subcontractors, installers or other persons for whom the Proponent is responsible at law;

g) any bodily injury, death, or loss of or damage to tangible property caused by:

h) the Equipment or any defect in the Equipment;

i) the delivery, unloading, assembly, installation, configuration, testing, commissioning, maintenance, repair or removal of the Equipment; or

j) the Supplier or any person for whom the Proponent is responsible;

k) any failure of the Proponent, the Equipment, or the installation of the Equipment to comply with applicable laws, codes, standards, permits, manufacturer requirements or safety requirements for which the Proponent is responsible under the Agreement;
l) any allegation that the Equipment, software, documentation, Services, Deliverables, or NAIT's permitted possession, operation or use of them infringes or misappropriates a third party's intellectual-property rights;
m) any breach by the Proponent of its confidentiality, privacy, information-security or data-protection obligations under the Agreement, including any unauthorized access to, use, disclosure, loss, alteration or destruction of NAIT Data caused by the Proponent or the Equipment; or
n) any claim by an employee, subcontractor, installer or other personnel of the Proponent arising from the Proponent's performance of the Agreement, including any claim relating to employment compensation, deductions, benefits, workers' compensation or employment status.
o) The Proponent shall not be required to indemnify NAIT to the extent that a claim, loss or liability was caused by the negligence or wilful misconduct of NAIT or a person for whom NAIT is responsible at law.

2.19.2 NAIT shall:

p) provide the Proponent with reasonably prompt written notice of a claim for which indemnification is sought, provided that a failure to give prompt notice shall relieve the Supplier of its obligations only to the extent that the Supplier is materially prejudiced by that failure;
q) provide reasonable cooperation, at the Proponent's expense, in the defence of the claim; and
r) permit the Proponent to control the defence and settlement of the claim, provided that the Proponent shall not settle any claim in a manner that:
    iii. admits liability, fault or wrongdoing by NAIT;
    iv. imposes any financial or non-financial obligation on NAIT;
    v. affects NAIT's legal rights, operations or reputation; or
    vi. fails to provide NAIT with a full and unconditional release,

without NAIT's prior written consent, which shall not be unreasonably withheld.

2.19.3 NAIT may participate in the defence of a claim using counsel of its choice at its own expense. If the Proponent fails to assume or diligently conduct the defence, or if NAIT reasonably determines that an actual conflict of interest exists, NAIT may assume control of the defence, and the Proponent shall reimburse NAIT for the reasonable costs of doing so.

2.19.4 The Proponent's obligations under this section shall survive the expiry or termination of the Agreement.

3. EVALUATION PROCESS

3.1 Summary of the Evaluation Process

3.1.1 NAIT will conduct the evaluation of the Proposals in the following stages:

i. **Stage 1 - Proposal Compliance**
   a. Review of proposals for compliance with the Mandatory Requirements
ii. **Stage 2 – Non-Financial Evaluation**
   a. Appendix B – Mobile X-Rays Questionnaire
iii. **Stage 3 – Financial Evaluation**
   a. Appendix C – Financial Offer
iv. **Stage 4 – Ranking of Proponents**

3.2 Requests for Further Information

3.2.1 NAIT may request information from a Proponent or from third parties in order to verify, clarify or supplement the information provided by the Proponent without becoming obligated to seek further information from or about other Proponents.

3.2.2 NAIT may also gather additional information independently, including and without limitation, by reviewing trade journals and consumer reports and references known to NAIT, regarding a specific response or the subject of this RFP generally.

3.2.3 NAIT may, at any stage of the RFP, revisit and re-evaluate the Proponent's Proposal, ranking, or compliance with Mandatory Requirements on the basis of any information provided by or about a Proponent during the RFP.

3.3 Proposal Compliance

3.3.1 The first stage of the evaluation process will consist of a review to determine whether a Proposal complies with all of the Mandatory Requirements of this RFP. Proponents submitting Proposals that fail to satisfy all of the Mandatory Requirements as of the Response Deadline may be provided an opportunity by NAIT to rectify any deficiencies. Proposals failing to satisfy all of the Mandatory Requirements as of the deadline for rectification of Proposals set out in the RFP may be excluded from further consideration. Mandatory Requirements are summarized in the Mandatory Requirements Section of the RFP.

3.3.2 Proponents should provide sufficient detail in their Proposal to substantiate compliance with each Mandatory Requirement.

3.3.3 NAIT will determine, in its sole discretion, compliance with all Mandatory Requirements using the entire Proposal and any additional information obtained by NAIT in accordance with the RFP documents.

3.4 Evaluation Criteria

3.4.1 Each Proposal that passes the Mandatory Requirements evaluation will be evaluated on the following:

Evaluation Criteria		Points
Non-Financial		**70**
	Schedule & Stop-Gap Solution	30
	Training, Services & Support	25
	Technical Specifications	15
Financial		**30**
	Pricing	30

3.5 Non-Financial Evaluation

3.5.1 The Evaluation Committee, in its sole discretion, will score the Non-Financial Evaluation with the following:

Rating	Evaluation Statement	Score
Excellent	Exceeds expectations, excellent probability of success, achieves all objectives, is very innovative, and adds value to the project.	5
Good	Good probability of success, exceeds minimums in some areas and achieves all objectives.	4
Acceptable	Average. Achieves all objectives in a reasonable fashion, meets minimum acceptable requirements.	3
Marginal	Falls short of expectations and has a low probability of success. Partially unresponsive/meets some, but not all, of the requirements including some non-mandatory objectives that may not be met, moderate probability of success.	2
Unacceptable	Fails to meet requirements, no probability of success, inadequate, fails to meet project needs.	1
Unanswered	Did not respond, did not address in proposal.	0

3.6 Price Evaluation

3.6.1 Pricing will be evaluated by using the following formula:

(Lowest cost / Proponent's cost) x Weight% = Score

3.6.2 NAIT may, in its sole discretion, choose to evaluate price based on a Total Cost of Ownership ("TCO") calculation, which will determine the total cost to NAIT for each bid. The TCO will include a calculation of all costs to NAIT associated with a bid including, but not limited to licensing, services, training, maintenance, sustainability and other relevant costs over the contract term. The TCO calculation, if performed, will serve as the basis for comparison of pricing between bids. If a TCO calculation is used, pricing will be evaluated using the following formula: (Lowest TCO / Proponent's TCO) X % weight.

3.7 Ranking of Proponents

3.7.1 Following the completion of the previous stages, totals for all of the non-financial and financial criteria will be added together to arrive at a total score and a ranking of Proponents.

3.8 Final Ranking of Bids

3.8.1 Following the completion of the previous stages, NAIT will determine the final ranking of bids based on each bid's total score, determined by adding the score for the non-pricing criteria to the score for pricing. The Proponent with the highest total score will become the successful Proponent.

3.9 Tie-Breaking

3.9.1 In the event that two or more Proponents have tied scores when the final ranking is determined, ties shall be resolved by reference to the scores for one or more individual evaluation criteria. NAIT shall compare the scores of the tied Proponents for the evaluation criterion listed first in the list below. If one of the tied Proponents has a higher score than the other tied Proponent(s) for that evaluation criterion, that Proponent will become the successful Proponent. If the tie is not resolved by looking at the score for that evaluation criterion, NAIT will look one at a time at other evaluation criteria in the below list (in the order set out) until the tie is broken:

a) Pricing;
b) Schedule & Stop-Gap Solution;
c) Training & Services;
d) Technical Specifications.

3.9.2 If, after applying the tie-breaking method described above, the tie has not been resolved, the tie shall be resolved through the use of a coin toss.

3.10 Budget Exceeded

3.10.1 If the best evaluated proposal provides for pricing that exceeds the amount NAIT has budgeted for the Work, NAIT may:

i. Reject all proposals and cancel this RFP; or
ii. Request additional funds.

3.11 Pre-Conditions of Award

3.11.1 NAIT shall be under no obligation to enter into the Contract with the Preferred Proponent if the proponent fails to comply with the pre-conditions set out below. These pre-conditions are for the benefit of NAIT only and may be waived in whole or in part, at the sole discretion of NAIT.

3.11.2 Due to restrictions set by the Federal Government of Canada on foreign persons coming to Canada to perform work under a contract with a Canadian company, if a non-Canadian Preferred Proponent is selected by NAIT, prior to entering into the Contract, NAIT may request the Preferred Proponent to provide NAIT with additional information regarding its personnel for the purpose of determining whether the Preferred Proponent's personnel have a reasonable likelihood of being accepted into Canada to perform the Work. If NAIT determines that any of the Preferred Proponent's personnel have a reasonable likelihood of being rejected for entrance into Canada, NAIT may reject the Preferred Proponent and may choose the next best-evaluated proposal as the new Preferred Proponent.

3.11.3 The Successful Proponent shall be required to provide a Certificate of Insurance in a form acceptable to NAIT certifying that the insurance required in the Contract is in place prior to the execution of the Contract or evidence that it will be in place at commencement of Contract performance. NAIT reserves the right to object to the Successful Proponent's form of Certificate of Insurance.

3.11.4 The Successful Proponent shall be required to have a Letter of Clearance for the Successful Proponent's Workers' Compensation Board - Alberta account that is appropriate to the industry and current. This will be evidenced by NAIT checking directly with the Workers' Compensation Board - Alberta's Direct Employer Clearance Certificates website to determine whether such a Letter of Clearance exists for the Successful Proponent's account. Alternatively, the Successful Proponent may establish proof of clearance by providing the name of a subcontractor or other company that will carry such coverage on the Successful Proponent's behalf if the Successful Proponent does not have an account with the Workers' Compensation Board - Alberta. In this case, NAIT shall check the Workers' Compensation Board - Alberta's Direct Employer Clearance Certificates website to verify that the subcontractor or other company has clearance. If directors, partners or owners of the Successful Proponent will be actively providing services under the Contract, then the Successful Proponent must provide proof of Workers' Compensation Board coverage for those directors, partners and owners to NAIT upon request.

3.11.5 The Successful Proponent(s) shall be required to sign Appendix E - NAIT Supplier Code of Conduct.

3.12 Debriefing

3.12.1 Upon request, NAIT will conduct a debriefing for any Proponent. Debriefings will take place only after the Contract has been executed with the Successful Proponent or if this procurement process is terminated. During a debriefing NAIT will discuss the relative strengths and weaknesses of the Proponent's bid, but NAIT will not disclose or discuss any confidential information of any other Proponent. The intent of the debriefing information session is to aid the Proponent in presenting a better bid in subsequent sourcing events. Any debriefing provided is not for the purpose of providing an opportunity to challenge the Sourcing Event. The debriefing is not binding on NAIT in any way.

4. SUBMISSION REQUIREMENTS

4.1 Proposal

4.1.1 Proponents must submit their complete Proposal in Euna Procurement.

4.1.2 Proponents must submit supporting corporate documentation that demonstrates they have been in the business of supplying medical imaging equipment for a minimum of 5 years.

4.1.3 Proponents must submit a completed **Appendix B – Mobile X-Rays Questionnaire**.

4.1.4 Proponents must submit a completed **Appendix C – Financial Offer**.

4.1.5 Proponents must complete and submit **Appendix D – Corporate Information and Authorization.**

4.1.6 Proponents must provide technical specifications, product literature, licences, certifications, declarations of conformity, test reports, or other supporting documentation to verify information regarding the equipment’s technical specifications and compliance with Canadian regulations, codes, and standards applicable to the mobile x-rays.

5. FORM OF AGREEMENT

The following documents make up the Form of Agreement:

1.2 General Contract (Draft)
1.3 Appendix A - Scope of Requirements
1.4 The Proponent’s Submission
1.5 Addenda
1.6 This RFP Document