

CAO's OFFICE

REQUEST FOR PROPOSALS

Laptop Computers and Docking Stations
RFP50160

Release date: July 4, 2019

Proposals will be received up to
3:00:00 pm local time on Thursday, July 25, 2019

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: (902) 883-7098, Ext 232
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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Municipality of the District of East Hants (“East Hants”) to prospective proponents to submit proposals for the provision of **corporate Laptop Computers and Docking Stations**, as further described in the RFP Particulars (Appendix C) (the “Deliverables”).

East Hants will use these Laptop Computers as workstations when providing services to its citizens, so a robust, reliable Laptop Computer is necessary to support our business goals, in providing service excellence, and to ensure staff are working efficiently. While many of the laptops never leave the desk, they are all subject to the normal uses expected of a Laptop Computer: home use, off-site use, transportation, use outdoors, and use in cold and hot weather. Certain applications include use in our current pool (and in the new aquatic centre, when completed), at our water and wastewater treatment plants, in vehicles during all seasons, and other locations which may not be considered “office” applications.

These Laptop Computers are often used in on-site meetings which can last the full day where they will be required to work reliably on battery (to the extent of the required battery capacity) and they may be used on desks or, in Council sessions, on laps. In the office, these laptops are used to access and use all of the applications necessary to run a Municipality. This includes, without limitation, Office applications, GIS and other mapping applications, SAP and other finance applications, access control and other control applications, and other ancillary software products, cloud or platform applications, and scripts.

East Hants works in a wireless environment, so these laptops will typically be using the wireless network rather than fixed cable to access servers and the internet. Robust performance in this regard is critical.

East Hants has defined the minimum specifications they believe necessary to perform adequately within our environment. The intent of this RFP process is to determine the best value within the range of products which can conform to the requirements based on the responses provided by Proponents. To be clear, we are not looking to handed a number of product brochures; inclusion of such brochures is fine, but East Hants is looking to suppliers to provide a clear business case why their products will provide best value, based on our requirements.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: (902) 883-7098, Ext 232
Email: mhatfield@easthants.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of East Hants, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The proponent selected through the final ranking process will be requested to enter into direct contract negotiations to finalize an agreement with East Hants for the provision of the Deliverables.



1.4 RFP Timetable

Deadline for Questions	July 16, 2019
Deadline for Issuing Addenda	July 19, 2019 at 11:00AM
Submission Deadline	July 25, 2019 at 3:00:00PM
Rectification Period	5 Business Days
Anticipated Ranking of Proponents and Sample Request	August 1, 2019
Evaluation of Samples	Receipt of all Samples plus five business days
Final Ranking	Mid-August 2019
Contract Negotiation Period	10 Business Days
Anticipated Execution of Agreement	September 1, 2019 or sooner

The RFP timetable is tentative only, and may be changed by East Hants at any time.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

Municipality of East Hants
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: RFP50260

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

A proponent may, at its option, email the RFP Contact prior to the Submission Deadline with delivery details, including the anticipated arrival time of its proposal. If a proposal does not arrive on or before the Submission Deadline, East Hants may provide those proponents who have given such prior notice one additional Business Day to effect the delivery of their proposals. The Submission Deadline will be deemed to be adjusted accordingly for the purpose of accepting those proposals. For the purposes of this Section, "Business Day" means any working day between 8:30AM and 4:30PM, local time at the Prescribed Location, Monday to Friday inclusive, but excluding statutory and other holidays on which East Hants is closed for business.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit **four** hard copies of their proposal and one electronic copy in Portable Document Format (PDF), submitted on either a disk or USB key enclosed in a sealed package. Proponents should ensure that all copies they submit, including electronic copies, are identical in terms of content, except as noted in this RFP. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal will prevail. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

Proponents are to submit their proposal as two parts, in two separate sealed envelopes. One envelope will be marked "RFP50260 - Technical Response" and will contain the only technical information which addresses the Mandatory Technical Requirements, Rated Criteria D.1 and D.2, and any other non-price information the proponent wishes to

submit. The second envelop will contain the Pricing Form and should be marked "RFP50260 – Pricing". Do not include the Pricing Form in the electronic version of the submission.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. East Hants is under no obligation to return withdrawn proposals.

[End of Part 1]



PART 2 - EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

East Hants will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I - Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, East Hants will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that East Hants issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix A)

Each proposal must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix B)

Each proposal must include a Pricing Form (Appendix B) completed according to the instructions contained in the form. This must be in a separate, sealed envelop.

2.2.3 Other Mandatory Submission Requirements

N/A

2.3 Stage II - Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

East Hants will review the Technical Response to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix C) have been met. Questions or queries on the part of East Hants as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria D.1 and D.2

East Hants will evaluate each qualified Technical Response on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix C), criteria D.1 and D.2, prior to opening the Pricing envelopes and tabulate the scores. East Hants may use consensus methods to determine the final scores in this stage.

2.4 Stage III - Pricing

Stage III will consist of scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix B). East Hants will open the pricing envelope of only those proponents who have met the minimum score of those criteria for which a minimum has been established.



2.5 Stage IV - Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores for qualified proponents from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores, less the score established for evaluation of samples. The three top-ranked proponents will receive a written invitation to provide samples for evaluation in the final stage of evaluation. Samples will be evaluated as described in Appendix C, section D3. Scores from Stage III will be added to the scores with respect to the samples to determine the top-rated proponent.

The top-rated proponent after the evaluation of samples will be invited to enter into direct contract negotiations to finalize an agreement with East Hants. In the event of a tie, the selected proponent will be the proponent with the highest score with respect to criteria D.1 and D.2 combined.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of East Hants or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include requests by East Hants for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by East Hants for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

East Hants intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date East Hants invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, East Hants may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until East Hants elects to cancel the RFP process.

2.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by East Hants and a proponent, the other proponents will be notified.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and **the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.**

3.1.4 References and Past Performance

In the evaluation process, East Hants may consider information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with East Hants or other institutions.

3.1.5 Information in RFP Only an Estimate

East Hants and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by East Hants

East Hants will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the applicable scope of Canada Free Trade Agreement (CFTA) and/or other applicable trade agreements are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.



3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

East Hants makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. East Hants may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. East Hants is under no obligation to provide additional information, and East Hants is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. East Hants is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If East Hants, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum, which will be issued in the same manner as this RFP. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by East Hants. In the Submission Form (Appendix A), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If East Hants determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, East Hants may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, East Hants may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix C). East Hants may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by East Hants and a proponent, the other proponents will be notified and the outcome of the procurement process will be posted on the Province of Nova Scotia's Procurement Web Portal.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent



procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a proponent wishes to file a complaint regarding the RFP process, it should provide written notice to East Hants' Municipal Clerk in accordance with East Hants' Supplier Complaint Process as set out in East Hants' Procurement Policy.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

East Hants may disqualify a proponent for any conduct, situation or circumstances, determined by East Hants, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of East Hants in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Prohibited Conduct

East Hants may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if East Hants determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).



3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of East Hants; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

East Hants may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by East Hants, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of East Hants

All information provided by or obtained from East Hants in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of East Hants and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from East Hants; and
- (d) must be returned by the proponent to East Hants immediately upon the request of East Hants.

3.5.2 Confidential Information of Proponent

Proponents are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFP may be subject to disclosure under *FOIPOP*. Proponents may identify any confidential information in their proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of proposals. Proponents are further advised that East Hants may make public the names of any or all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor East Hants will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and East Hants by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of East Hants to enter into an agreement for the Deliverables.

3.6.4 Cancellation

East Hants may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between East Hants and the proponent unless and until East Hants and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix B).

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix B). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.



5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by East Hants prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The proponent has reviewed the definition of the term "Conflict of Interest" in section 3.4.1 of the RFP. If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of East Hants within twelve (12) months prior to the Submission Deadline:



8. Disclosure of Information

The proponent consents to the collection, use and disclosure of information as contemplated under the RFP. The proponent hereby agrees that any information provided in this proposal, even if it is identified as confidential, may be disclosed in accordance with *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. The proponent acknowledges that East Hants may make public the name of any and all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



APPENDIX B - PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all warranty and technical support costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 40 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Pricing Form

Description of Deliverable	Quantity	Price Per Unit	Extended Price
Laptop Computers as Described in the RFP Documents	101 Units		
Docking Stations as described in the RFP Documents	90 Units		
Total Price exclusive of Harmonized Sales Tax (HST)			

Please provide a price for the option fifth year of warranty and technical support. This will not be evaluated in the Pricing section, but is for information purposes.

Optional Fifth Year: \$_____ plus HST

APPENDIX C - RFP PARTICULARS

A. THE DELIVERABLES

As stated in the introduction to this RFP, East Hants has defined the minimum specifications they believe necessary to perform adequately within our environment. The intent of this RFP process is to determine the Laptop Computer which will provide the best value to East Hants. The proponent is to bid Laptop Computers which it believes are appropriate for our use and to make the case why this is so.

These minimum specifications are not meant to be exclusionary. Any objection to a requirement must be identified by a supplier prior to last date for questions identified in the RFP timetable. Laptop Computers which do not meet the Mandatory Technical Requirements will not be considered.

Products Required

Supply and deliver 101 Laptop Computers, complete with all accessories necessary to use, operate, and power them.

Supply and deliver 90 locking Docking Stations appropriate to the model of Laptop Computer being supplied, complete with all accessories necessary to use, operate, and power them.

Supply and support a four year warranty and four years of technical support included in the prices provided, with an option to purchase an extension of warranty and technical support for a fifth year. The nature of the warranty and the service level agreement with respect to this will be as agreed by the parties prior to placing an order for products and neither party may unilaterally change these terms.

These quantities include hot spares which East Hants will administer. All products must be new, must be suitable for the purposes described, must be supplied in accordance with Mandatory Technical Specifications, and must have a minimum remaining lifecycle, during which the manufacturer will still be able to warranty the product, of five years after the date of final acceptance.

Delivery

Delivery of the Laptop Computers will be to the following location, freight prepaid, to the following location:

Municipality of East Hants
Suite 170, 15 Commerce Court
Elmsdale, Nova Scotia B2S 3K5
Attention: Information Services

***Note:** This is not the complete mailing address

The supplier will be responsible to pay all applicable taxes (except HST for which the buyer is responsible) and duty, fees associated with customs clearance or any other activity relating to packing, shipping, transport, or unloading of the laptops, and any other cost not included in the Price specified for the Laptop Computer, Docking Station or optional accessory included in any order East Hants may make.

Further, the supplier will retain ownership of and responsibility, including for insurance against loss, damage or theft, for the Laptop Computers until East Hants provides a formal notice of receipt of the shipment, by email. Such receipt will itemize any apparent damage, including, without limitation, crushed boxes, water damage, or other damage noticeable in a visual inspection of the shipment. East Hants may reject these products showing this type of damage without opening them. If, upon opening and inspecting the contents of damaged packaging, East Hants discovers there is actual damage, the supplier must replace such damaged items with new items at no additional charge.

East Hants reserves the right to inspect any product shipped to them, up to and including the initial start-up of a Laptop Computer, to ensure the product is complete with all expected accessories and software (unless provided as a separate download) and that it is free from deficiencies which would prevent operation, at which time the supplier will be notified of the deficiency, damage, or missing components and the supplier will provide new replacement products to correct the issue identified by East Hants.

B. MATERIAL DISCLOSURES

THE MATERIAL DISCLOSURES THAT APPLY TO THIS RFP, IF ANY, ARE SET OUT BELOW.

Batteries

While not a requirement which would invalidate a response, East Hants prefers batteries which are user-replaceable and may reflect this preference in their scoring.

Quality

Reliability, durability, and build quality are very important to East Hants. Proponents will be required to include information related to these characteristics in their response and East Hants may compare information from the suppliers and other independent sources when determining best value.

In the absence of other measures of durability, testing to certain MIL-STD810g specifications demonstrates to East Hants that a manufacturer has confidence in their products and has been for East Hants a clear indicator of quality. While East Hants will consider other test methodologies, it is up to the proponent to demonstrate that the test methods they use, to East Hants' satisfaction, are equivalent.

Critical Tests:

- Salt Fog, Test Method 509.5: This is a critical test method because of the amount of coastline and the prevalence of fog in Nova Scotia. These Laptop Computers will be used at recreation events and tourism locations often. The reliability is critical because these devices will allow access to software for payment, tourism bookings, waivers, inventory, and a host of other applications necessary to do business. Tourism locations tend to be remote and they operate 7 days a week in season, so the failure of a Laptop Computer will affect service delivery and revenue.
- Contamination by fluids, Test Method 501.1 and Test Method 507.5, Humidity: East Hants has a number of environments (aquatic centre, water and waste water treatment plants, Public Works field services) where the products will be at risk.
- Shock, Test Method 516.6: These Laptop Computers will be used mostly in offices, but many of them spend time in trucks, in the field, and on laps. They get dropped.
- Acidic Atmosphere, test Method 518.1: A number of these Laptop Computers will be used in the existing pool and will spend most of their life in our new aquatic facility. While not necessarily acidic, the environment is more corrosive than many environments where Laptop Computers are used. The water treatment plants also contain chemicals which may affect computers which are not sufficiently designed for these environments.
- Sand and Dust, Test Method 510.5: East Hants Waste Management Facility is a gravel road complex with a lot of heavy equipment traffic which may expose them to dust. Laptop Computers used in this environment will operate 6 days a week and are critical to managing operations in this facility.

Other tests:

- Low Temperature, Test Method 502.5, Temperature Shock, Test Method 503.5, Vibration, Test Method 514.6, Freeze/Thaw, test Method 524: These methods give us confidence that a Laptop Computer will perform as required given the extremes of temperatures in Nova Scotia and how staff will use them, both transporting between home and work, to meeting locations, or to jobsites.

- Icing/Freezing Rain, Test Method 521.3, Rain, test Method 506.5, and Solar Radiation, Test Method 505.5: The Laptop Computers will be used outside during many different weather conditions. While not critical, these tests indicate a minimum level of performance we can **expect in these conditions**.

Service

East Hants wishes technical support to include the following attributes:

- Phone support which is accessible during East Hants' support times;
- Include escalation provisions when East Hants is unsatisfied with service, including, at minimum, access to a person with reasonable authority and access to provide updates and to resolve, or expedite resolution of issues.

Support Times

East Hants works primarily between the hours of 8:30AM and 4:30PM local Nova Scotia time. Information Services provides on-site technical support to internal users from 8:15AM and 4:45PM local Nova Scotia time; most, but not necessarily all, product-related calls will occur during these periods of time.

Information Services provides on-call support to internal users outside of normal business hours on an as-needed basis, normally no earlier than 5:30AM local Nova Scotia time and no later than 10:00PM local Nova Scotia time. On-call support for weekends and holidays is provided by Information Services between 9:00AM and 9:00PM, local Nova Scotia time.

Warranty:

Warranty support is an important consideration for East Hants. We prefer the following attributes:

- Return Material Authorisation (RMA) process should include:
 - Tracking numbers for each issue and the supplier must be able to provide real-time status updates (or on-line equivalent);
 - Supplier will provide return documents and packaging for warranty-related service; and
 - Service centre must be in Canada. Where that is not possible, the supplier must handle all aspects of the shipping, including customs clearance, duty, and related documentation (including bill of lading and customs documents) to ensure a swift and problem-free return to the centre
- Warranty provisions should:
 - Include escalation provisions when East Hants is unsatisfied with service, including, at minimum, access to a person with reasonable authority and access to provide updates and to resolve, or expedite resolution of issues;
 - Provide for replacement of products found to be defective with new products, not refurbished products;
 - Be for no less than four years' from the date of acceptance by East Hants; and
 - Must allow for extension for at least one additional year, such extension to be available for purchase up to the last day of the fourth year of the original warranty.

Other Considerations

East Hants has some users who may benefit from touchscreen functionality immediately and the Windows operating system is moving more towards a touch interface in the future. East Hants may consider such an option if it did not take away from some other element of quality.



THE PRE-CONDITIONS OF AWARD THAT APPLY TO THIS RFP, IF ANY, ARE SET OUT BELOW.

Award within budget is subject to final approval by the CAO. Awards which are over budget may require additional approvals by Council. East Hants is not publishing the budget for this purchase.

C. MANDATORY TECHNICAL REQUIREMENTS

THE MANDATORY TECHNICAL REQUIREMENTS THAT APPLY TO THIS RFP, IF ANY, ARE SET OUT BELOW.

Laptop computer:

- i5 8265u CPU or higher
- Ability to manage three monitors (total, including laptop screen) when docked
- 8GB ram, with ability to expand
- Windows 10 Pro, 64 bit
- Microsoft Office Home and Business (2019 or newer)
- Solid State Hard-drive, 256GB or higher
- Full keyboard with number pad (does not need to be illuminated)
- Fingerprint reader (installed)
- Webcam (installed)
- 15.6" matte finish display. This size is representational of the expected size and minor deviations, provided they are acceptable to East Hants, may be considered.
- Minimum screen resolution 1080p
- 6 hour or greater runtime on battery
- USB type C power
- Wireless 802.11ac
- Bluetooth capability
- Case colour to be black or similar muted colour acceptable to East Hants

Docking Station:

- Locking, full engagement-type Docking Station
- Wake-on-LAN, MAC address pass-through, and PXE boot in docking solution
- Allow for 2 external monitors: DisplayPort preferred over HDMI or DVI, but not mandatory
- USB ports: minimum four USB A ports
- Include power supply



D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process. Refer to Part 1 for instructions regarding the submission of proposals.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Laptop Computer and Docking Station	40 point	27 points
D.2 Warranty and Service	10 points	N/A
D.3 Evaluation of samples	10 points	5 points
Pricing	40 points	N/A
Total Points	100	N/A

D.1 Laptop Computer and Docking Station

Each proponent should provide the following in its proposal:

- (a) A thorough description of the Laptop Computer and Docking Station they are providing.
 - a. Do not include specifications for other equipment which you do not intend to supply (i.e. multiple product brochures)
 - b. Clearly specify the model number and performance criteria associated with the Laptop Computer and Docking Station being bid
 - c. Ensure all relevant characteristics are described, including, without limitation, weight, colour, on-board accessories, etc.
- (b) A Description of lead-time from the time an order is placed. If there is stock but the stock is subject to prior sale, include the typical lead-time.
- (c) An overview of the product's life cycle (i.e. is it new? how long will it be supported? etc.).
- (d) Quality and Testing. Given East Hants' requirements for testing in Appendix C, Section B., describe the testing completed on the Laptop Computers and any certifications which the products may have.

D.2 Warranty and Service

- (a) East Hants has described desirable attributes which the warranty components of the proposal should demonstrate. Describe:
 - a. Procedures to access warranty service, including RMA procedures;
 - b. Terms of warranty such as replacement products, repaired products, etc.;
 - c. Associated service levels (promised time to resolution from initial contact, for example) and service quality measures; and
 - d. Any fees or costs which East Hants would be expected to pay as part of a warranty transaction, if any.

- (b) East Hants has described desirable attributes which the customer service components of the proposal should demonstrate. Describe:
- a. Availability of customer service and the methods used to access it;
 - b. Hours of operation for call centres;
 - c. Expected level of service at initial call (able to resolve some, most, or all issues);
 - d. Opportunities and processes to escalate customer service response;
 - e. Associated service levels (promised time to resolution from initial contact, for example) and any other service quality measures; and
 - f. Any fees or costs which East Hants would be expected to pay as part of a request for service, if any.

D.3 Evaluation of Samples

- (a) East Hants may invite the three highest-rated Proponents to provide samples of the product they intend to supply for additional evaluation on the following factors:
- a. Overall build quality and quality of accessories and cords
 - b. Screen hinge quality/operation and screen latch operation (if any)
 - c. Keyboard feel/noise
 - d. Touchpad and, if any, integrate mouse operation/feel
 - e. Fingerprint reader operation
 - f. Access to and quality of ports (USB, network, etc.)
 - g. Removal of battery (if removable)
 - h. Location of heat venting
 - i. Weight of unit relative to quality, robustness
 - j. Basic operations review (boot up, internet access, etc.)
- (b) Each factor will be assessed by Information Services staff and the results averaged to determine a final score. Scoring for this component will be based on the following system:
- a. Poor = 0
 - b. Adequate = .5
 - c. Exceptional = 1
- (c) Samples must be the same model and configuration as the Laptop Computer bid.
- (d) East Hants will pay for the return of any samples if the Proponent provides an address within Canada to ship to.
- (e) East Hants may, in their sole discretion, accept the sample as one of the deliverable units in the event of an award, but they are not obligated to.
- (f) If the scoring indicates that one or more proponents does not have a chance of being successful (e.g. the point difference between the highest-rated and another proponent is more than the points value of this section), the Proponent may not be asked to send a sample.