CLOSING: WEDNESDAY, OCTOBER 5, 2016 @ 3:00 PM – ATLANTIC TIME

SECTION I – TERMS AND CONDITIONS:

1. QUOTATIONS SHALL BE SUBMITTED ON THE FORMS SUPPLIED BY THE CITY OF MONCTON.

2. Quotations may be delivered in a sealed envelope, clearly showing the **QUOTATION NAME AND NUMBER, QUOTATION CLOSING DATE** and the **COMPANY'S NAME** on the front of the envelope to:

CITY OF MONCTON PURCHASING DEPARTMENT 655 MAIN STREET, 4TH FLOOR MONCTON, N.B. E1C 1E8

Responsibility for receipt of a Quotation at the Purchasing Department, within the proper time, is that of the Bidder. The City assumes no responsibility for those Quotation submissions which have been mailed or left with other employees of the City of Moncton.

Quotations may also be forwarded to the Purchasing Department via facsimile, to FAX: (506) 859-2675. The City shall not be liable for any loss or damage of any nature whatsoever, if a fax is not received by the Purchasing Department prior to the designated time and date, due to malfunctioning of equipment, the inability to access the line or to complete the transmission of a document.

- 3. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed. Bids received after the time and date specified shall be rejected.
- 4. Vendors responding to the public notice are advised that official Quotation documents may only be obtained from the City of Moncton's Purchasing Department, or through the New Brunswick Opportunities Network (http://www.gnb.ca/tenders).

ONLY THOSE VENDORS WHO HAVE RECEIVED THE QUOTATION DOCUMENT DIRECTLY FROM THE CITY, OR THROUGH THE NEW BRUNSWICK OPPORTUNITIES NETWORK, ARE ELIGIBLE TO SUBMIT A QUOTATION AT THIS TIME.

5. Quotations must be received at the Purchasing Department **not later than <u>WEDNESDAY</u>**, <u>OCTOBER 5, 2016 @ 3:00 P.M. – ATLANTIC TIME</u>.

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<u>SECTION I – TERMS AND CONDITIONS</u>: (Cont'd)

6. Visitors to the 3rd, 4th, 5th and 6th floors of Moncton City Hall will be required to check-in with a Commissionaire, whose kiosk is located in the lobby near the elevators. **A PHOTO ID WILL BE REQUIRED.**

Therefore, Vendors intending to submit their Quotation response in person to the Purchasing Department, located on the 4^{th} floor of Moncton City Hall (as instructed in Article 2), should take all measures necessary to ensure they provide those responsible for delivering the bid document with a sufficient amount of time to complete the security check-in process, as bids must be received by Purchasing Department staff no later than the Closing Time of 3:00pm – Atlantic Time.

7. Questions relating to this Quotation shall be submitted **IN WRITING** to:

TANYA CARTER, BBA, CPPB PURCHASING MANAGER

FAX: (506) 859-2675 E-MAIL: <u>tanya.carter@moncton.ca</u>

8. Additional information, clarifications or instructions provided to a Bidder that may, in the opinion of the City, be of general interest and any other information or instructions that the City may deem to be appropriate in the circumstances may be incorporated in an Addendum to the Quotation that will be distributed to all Bidders.

9. <u>SPECIFICATIONS / REQUIREMENTS</u>:

- 9.1 Bidders are strongly encouraged to notify the Purchasing Department (in writing) of any ambiguity, inconsistency, or error which they may discover upon examination of the Specifications contained herein.
- 9.2 Interpretations, corrections or changes made to the Specifications shall be issued through a written Addendum (refer to Article 7 for instructions on submitting a written requests for clarification / information).
- 10. The price quoted shall be F.O.B. delivered to:

CITY OF MONCTON INFORMATION SYSTEMS DEPARTMENT 655 MAIN STREET, 5th FLOOR MONCTON, N.B. E1C 1E8

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SECTION I - TERMS AND CONDITIONS: (Cont'd)

- 11. Harmonized Sales Tax (H.S.T.) @ 15% shall be considered as extra to the quoted prices on the Supplier's Response Sheets. Quotation price shall be in Canadian funds and include freight, duty, and all rates and charges that are applicable at the time of Quotation submission. It is the responsibility of the Bidder to find out from the appropriate authorities what taxes, rates and charges are applicable to this Quotation.
- 12. By submitting a bid in response to this Request for Quotations, Bidders represent that all materials, accessories, and other products to be supplied under the scope of this Contract are **NEW** and are the **LATEST MAKE AND MODEL** in current production.

USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, REFURBISHED, OR DISCONTINUED MODELS ARE <u>NOT</u> ACCEPTABLE.

- 13. The products supplied must be received without defects and must conform to Specifications. Should the product be unacceptable to the City, the product will be returned to the Supplier, at the Supplier's expense, for immediate replacement.
- 14. All response lines of the Quotation sections shall be completed on the bid forms provided herein, including Descriptions, Pricing, Details and / or Compliances, where requested. FAILURE TO COMPLETE THESE AREAS OF THE QUOTATION MAY RESULT IN YOUR BID RECEIVING NO FURTHER CONSIDERATION.
- 15. Quotation submissions must be signed by a representative of your company with lawful signing authority, and include the name of one (1) representative for all communication concerning the Quotation. Included shall be name, address, telephone and fax numbers and e-mail address (refer to the "Bidder's Response Sheet").
- 16. All Quotation submissions shall remain valid and open for acceptance by the City for a period of thirty (30) calendar days after the Closing date. This period may be extended if requested by the City and agreed to by the Bidder in writing.
- 17. The products identified are representative only of the type and / or quantities required by the City of Moncton based on its anticipated deployment timeline. The City of Moncton does not guarantee the purchase of specific amounts or type of product. It is understood by the Bidder that orders are prepaid to destination for quantities as and when required. QUOTED PRICES BASED ON MINIMUM ORDER DOLLAR VALUES OR MINIMUM ORDER QUANTITIES SHALL BE REJECTED.

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<u>SECTION I – TERMS AND CONDITIONS</u>: (Cont'd)

18. **PROPOSED CONTRACT PERIOD**:

- 18.1 The proposed term of the agreement is for an eighteen (18) month period, commencing from the date of award.
- 18.2 Prices shall remain firm for the full term of the agreement.

19. **ADDENDA**:

- 19.1 Addenda may be issued during the bid period. All Addenda become part of the Quotation documents. Include associated costs with respect to requirements of Addenda in bid price.
- 19.2 Replies to clarifications requested by Bidders will be made in the form of an Addendum, a copy of which will be forwarded to each person or firm registered as having Quotation documents. NO OTHER INTERPRETATION OR EXPLANATION SHALL BE VALID.
- 19.3 It is the responsibility of the Bidder to contact the Purchasing Department prior to submitting a Quotation to ascertain if any Addenda have been issued, to obtain the Addenda and to return executed Addenda with the Quotation. Bidders must sign Addenda by an Authorized Signing Authority and include copy in bid envelope, or return a signed copy of the Addenda by fax to the Purchasing Department (FAX: 506-859-2675).

19.4 FAILURE TO RETURN A SIGNED COPY OF ALL ADDENDA ISSUED WITH RESPECT TO THIS QUOTATION DOCUMENT WILL BE CAUSE FOR REJECTION OF THE QUOTATION SUBMISSION.

- 20. It is the sole responsibility of each Bidder to become familiar with and understand the nature and extent of work to be done. He / she shall obtain for himself / herself all information that may be necessary for the satisfactory performance of the Contract work and the cost thereof. No claims for extra payment will be allowed for work that may be necessary for the proper execution of the Contract.
- 21. The submission of a Quotation shall be deemed proof that the Bidder is informed as to all the provisions of the document, all the conditions that may be encountered, and the materials that will be required to be supplied. No claims will be entertained by the City based on contention by the Bidder that he / she was uninformed as to any of the requirements of the Quotation.

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SECTION I - TERMS AND CONDITIONS: (Cont'd)

- 22. The successful Bidder shall obtain and pay for all licenses and permits which may be required to comply fully with laws, ordinances and regulations of the proper public authorities, in connection with the performance of this work. The successful Bidder shall be responsible for all damages and shall indemnify and save the City harmless from and against all damages and liability, which may arise out of the failure of the successful Bidder to obtain and pay for such licenses and permits and to comply fully with any and all applicable laws, ordinances and regulations.
- 23. Quotations submitted for consideration will be evaluated on criteria such as specification, price, delivery lead time, warranty, vendor past performance/references, work experience in the field, staffing and equipment requirements, after sales service, operation costs and any other factors which the City deems appropriate in the determination of the Vendor as a responsive and responsible Bidder.
- 24. The City shall make the final determination as to the acceptability of the Bidders.
- 25. This Quotation shall be governed by, and construed in accordance with the laws of Canada and New Brunswick. If a Vendor's Quotation submission is accepted, the Vendor agrees to submit to the exclusive and irrevocable jurisdiction of the New Brunswick Courts.
- 26. The successful Bidder(s) hereby covenants and agrees to perform the Contract in accordance with the Specifications and Quotation under which the work is awarded.
- 27. No alterations or variations of the terms of the Contract shall be valid or binding upon the Corporation unless authorized in writing by the Purchasing Manager or a Designate acting on his / her behalf.

28. CANCELLATION OF CONTRACT:

28.1 In the event that the successful Supplier fails to comply with the Terms and Conditions, and Specifications outlined in this Quotation document, the City reserves the right to cancel this Contract within fifteen (15) calendar days of receipt of written notice and award it to another Supplier without penalty or action against the City. This will include, but not be limited to, unsatisfactory performance by the Supplier, his / her employees and / or Subcontractors, significant or repetitive deficiencies, use of inexperienced / unqualified staff, poor quality of service and / or products, and / or unresolved problems. The City maintains the right to determine the level of performance of the Supplier and its employees shall be assessed on an ongoing basis, and any deficiencies or complaints noticed shall be reported in writing.

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SECTION I - TERMS AND CONDITIONS: (Cont'd)

28. CANCELLATION OF CONTRACT: (Cont'd)

- 28.2 In doing so, the City does not waive any obligations or commitments agreed to by the Supplier as part of his / her Quotation. Should the resulting Contract be cancelled, the City reserves the right to remove your Company name from its Bidders list for an indeterminate period of time.
- 28.3 In the event that insufficient funds are appropriated to the City of Moncton for these items in any fiscal year or insufficient funds exist to continue this supply agreement, the Contract shall be terminated upon thirty (30) calendar days written notice.
- 29. The successful Supplier hereby covenants and agrees to:
 - 29.1 Perform the Contract in accordance with the Terms, Conditions, and Specifications under which the Contract is awarded.
 - 29.2 Guarantee its product against defective material or workmanship and to repair or replace any product damaged during transit.
- 30. The quality of the product supplied will be assessed for acceptance. Should the product be unacceptable to the City, the product will be returned to the Supplier at the Supplier's expense for immediate replacement.
- 31. The successful Supplier must be able to supply a complete range of products and carry sufficient stock to meet the City's requirements. Failure to meet requirements, non-compliance with the Terms & Conditions of the Quotation, or failure of Vendor to be a responsive and responsible Bidder will justify cancellation of the Contract.
- 32. Delivery time may be taken into consideration in the award of this Quotation. VENDOR MUST STATE DELIVERY IN NUMBER OF CALENDAR DAYS FOLLOWING RECEIPT OF ORDER(S). The City will not take responsibility for payment of any unauthorized charges. ITEMS ARE TO BE DELIVERED WITHIN THE TIMEFRAME SPECIFIED BY THE BIDDER ON THE BIDDER'S RESPONSE SHEET(S). Availability of product and Supplier performance will be monitored in this regard.
- 33. If one (1) or more items identified on the Supplier's Response Sheet(s), and resulting Standing Order agreement, becomes unavailable or is discontinued by the Manufacturer, for any reason, acceptance or rejection of any proposed "replacement" item(s) shall be at the City of Moncton's **SOLE** discretion.

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SECTION I - TERMS AND CONDITIONS: (Cont'd)

- 34. The City's acceptance of any proposed "replacement" item(s) will be provided to the successful Proponent **IN WRITING**, through the issue of a written amendment to the Standing Purchase Order agreement.
- 35. If a suitable replacement / substitute item cannot be found, the City reserves the right to delete the item from the Standing Order agreement within fifteen (15) calendar days written notice, and purchase the item or acceptable substitute item from another Supplier.
- 36. No alterations or variations of the terms of the Contract shall be valid or binding upon the Corporation unless authorized in writing by the Purchasing Manager or a Designate acting on his / her behalf.
- 37. The City shall notify the successful Bidder by telephone <u>and/or</u> written confirmation that he/she is the successful Bidder at which time the City shall issue a Standing Purchase Order agreement against which a verbal / written Purchase Order will be issued for each separate delivery.
- 38. The City shall have the right to inspect all items delivered to the City of Moncton to ensure that all items received are free of any visible defects or damages, and have been manufactured in accordance with the Specifications contained herein (and any other modifications / selections negotiated with the successful Supplier).
- 39. Any item which fails to meet Specifications as to material or workmanship is subject to rejection. Items that are unacceptable will be returned to the Supplier at the Supplier's expense, and replaced with acceptable items, in a timely manner.
- 40. Invoices shall be directed to:

CITY OF MONCTON ACCOUNTS PAYABLE 655 MAIN STREET, 4TH FLOOR MONCTON, N.B. E1C 1E8 E-mail: ap@moncton.ca

In addition to the H.S.T. Registration number, Vendors are required to provide the amount of H.S.T. separately on all invoices. THE PURCHASE ORDER NUMBER PROVIDED BY THE CITY OF MONCTON FOR EACH ORDER MUST ALSO BE INDICATED ON THE VENDOR'S INVOICE.

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SECTION I - TERMS AND CONDITIONS: (Cont'd)

41. Payment terms will be considered as Net Thirty (30) Days from date of acceptance of product, upon verification that the products received meet the Specifications and are delivered in compliance with the Terms and Conditions of this Quotation.

42. **CITY'S RIGHTS**:

- 42.1 The City reserves the right to request and obtain additional information as required from Bidders in a reasonable length of time, in order to complete the evaluation process.
- 42.2 The City reserves the right to **ADD** or **DELETE** items during the term of agreement to meet its changing needs, subject to mutual agreement between the City and the successful Supplier.
- 42.3 The City reserves the right to make interim arrangements if the successful Bidder or its agents are affected by strikes, lockouts, Acts of God, or any other disturbances which render the Vendor unable to perform the services specified herein.
- 42.4 The issue of this Quotation or any negotiations with a Bidder after the Closing Date does not bind the City to enter into a Contract to purchase the product / services described herein. Any recommendation must be presented to City Council, and / or City Manager, and / or General Manager of Human Resources and Corporate Services. Said authorities will be the final authority
- 42.5 The City reserves the right to award in its best interest. Quotations with the lowest or any bid need not necessarily be accepted.
- 42.6 The City also reserves the right **NOT** to award this Quotation due to budgetary or other considerations.

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SECTION II – GENERAL INFORMATION:

43. BACKGROUND:

- 43.1 The City of Moncton has implemented VMware Horizon 7 as the platform for virtualizing Windows desktops. To significantly reduce endpoint management requirements and improve endpoint security, the City is looking to deploy up to four hundred (400) VMware ready zero clients. With no operating systems and no software to maintain, zero clients are the preferred endpoint solution.
- 43.2 It is the City's intention that the acquisition and deployment of zero clients will be executed over an eighteen (18) month period, beginning in November 2016.

44. **PURPOSE:**

- 44.1 The purpose of this Request for Quotation is to establish an agreement for the supply and delivery of VMware ready zero clients for the duration of the implementation period. To be considered, proposed solutions must meet or exceed the technical specifications detailed in the section below.
- 44.2 Proposed solutions meeting the technical specifications detailed herein will be evaluated by price, availability, support and technical reputation. In their response, Vendors must clearly describe break / fix and warranty support processes specifying time-to-repair/replace.
- 44.3 Prior to award, the City of Moncton will validate the technical capability and suitability of the selected zero client solution through a thirty (30) day acceptance test period.

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<u>SECTION III – TECHNICAL SPECIFICATIONS / BIDDER'S RESPONSE SHEETS:</u>

45. **TECHNICAL SPECIFICATIONS:**

COMPLIANCE/DEVIATION

45.1	<u>Number of Displays</u> : Two (2) and four (4) display models are required.	Yes / No	
45.2	Minimum Resolution: 1920 x 1080	Yes / No	
45.3	<u>Video Outputs</u> : DVI-D, VGA, Display Port. Include adapters and cables for City of Moncton-owned monitors with DVI and VGA connectors (refer to Note below)	Yes / No	
	NOTE: The City of Moncton intends to re-use desktop display monitors currently in use, and therefore required zero client compatibility with existing Dell monitors, i.e. Dell E2311H		
45.4	Power: Auto-sensing 100-240 VAC, 50/60Hz Power Supply	Yes / No	
45.5	<u>Virtual Client</u> : All equipment must be VMware Horizon 7 ready	Yes / No	
45.6	Display Protocols: Vendors shall indicate the PCoIP Zero Client Firmware level that will be shipped on the devices. At the present time, the City of Moncton uses the Teradici Management Console (Standard Edition) which supports Firmware Version 5.0 and above.	Specify	
AUT	HORIZED SIGNATURE	DATE	

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SECTION III – TECHNICAL SPECIFICATIONS / BIDDER'S RESPONSE SHEETS: (Cont'd)

45. TECHNICAL SPECIFICATIONS: (Cont'd)

			COMPLIANCE/DEVIATION
45.7	<u>Networking</u> : 10/100/1000 Base-T Gigabit Ethernet	Yes / No	
45.8	<u>I/O Peripheral Support</u> : Minimum four (4) external USB 2.0/3.0	Yes / No	
45.9	<u>Memory</u> : Minimum of 32MB Flash / 512MB RAM DDR3	Yes / No	
45.10	<u>Power Management</u> : Full wake on LAN and wake on USB	Yes / No	
45.11	<u>Audio</u> : Full 16-bit stereo, 48KHz sample rate, Audio / Headphone out, Mic in	Yes / No	
45.12	<u>Keyboard and Mouse</u> : Enhanced USB keyboard with Windows Keys, USB optical mouse (both wired and wireless options must be available) shall be included.	Yes / No	
45.13	<u>Management Software</u> : Software for configuring, monitoring and controlling zero clients shall be included.	Yes / No	
45.14	Desk Stand: Desk stand shall be included.	Yes / No	
45.15	<u>Warranty</u> : Minimum of three (3) year hardware warranty shall be included.	Yes / No	

AUTHORIZED SIGNATURE

DATE

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SECTION III - TECHNICAL SPECIFICATIONS / BIDDER'S RESPONSE SHEETS: (Cont'd)

COMPANY NAME:	
MAILING ADDRESS:	
CITY:	PROV: POSTAL CODE:
CONTACT PERSON:	
TELEPHONE:	FAX:
E-MAIL:	

PRICING: FOR THE SUPPLY AND DELIVERY OF VIRTUAL DESKTOP CLIENT HARDWARE AND ACCESSORIES ON AN "AS REQUIRED" BASIS FOR AN EIGHTEEN (18) MONTH PERIOD, AS PER ALL TERMS & CONDITIONS, GENERAL INFORMATION, AND TECHNICAL SPECIFICATIONS PROVIDED HEREIN:

ITEM Nº.	DESCRIPTION	UNIT PRICE	EST. QTY.	EXTENDED PRICE
1.	Virtual Desktop Zero Client Hardware and Accessories, F.O.B. delivered to 655 Main Street, Moncton, N.B. E1C 1E8	\$	400	\$, plus H.S.T. @ 15%

DELIVERY LEAD TIME:

Products shall be delivered within _____ Calendar Days from receipt of Purchase Order number.

I/WE HEREBY CERTIFY THAT this submission is being made in full consideration of and in accordance with all Terms and Conditions and Specifications herein contained.

NAME (Printed or Typed)

AUTHORIZED SIGNATURE

TITLE	(Printed	or	Typed)
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DATE