



**COUNTY *of* ANNAPOLIS**  
NATURALLY ROOTED

## **MUNICIPALITY OF THE COUNTY OF ANNAPOLIS**

### **Request for Proposal**

### **To supply Cell Phone equipment and Cellular Service**

The Municipality of the County of Annapolis (County of Annapolis) invites qualified and experienced firms to submit a proposal for providing wireless devices and services for cellular and smartphone devices.

Vendors are encouraged to include in their proposal any additional information they feel the County of Annapolis should consider. Information relative to additional service benefits, special programs for high volume users, invoicing capabilities and any other information would be important to include in the proposal.

Attached are the Instructions to Proponents, Project Introduction and Specifications, and Submission Requirements.



## 1. Submission Requirements

- 1.1. Proposals must be returned in a sealed envelope clearly marked "**Proposal Cell Phone and Cellular Service**", addressed to The Municipality of the County of Annapolis, 752 St. George Street, Annapolis Royal, Nova Scotia B0S 1A0. Alternatively, proposals may be emailed to [itnotification@annapoliscounty.ca](mailto:itnotification@annapoliscounty.ca)
- 1.2. Proposals must be received at the Municipality of the County of Annapolis no later than **2:00 PM, Atlantic Standard Time, Tuesday, November 30, 2024.**
- 1.3. Proposals received and not conforming to Items 1.1 and 1.2 above, will be returned (unopened) to Proponent(s) without consideration.
- 1.4. The County of Annapolis will send confirmation that the proposal has been received. It is the responsibility of the party submitting the proposal to check they have received this confirmation.
- 1.5. Proposals, rather than tenders, have been requested to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the County of Annapolis' needs in a more cost-effective manner.
- 1.6. Any addenda to this Request for Proposal will be posted on the County of Annapolis' website at <https://www.AnnapolisCounty.ca>.
  - 1.6.1. Although the County of Annapolis will attempt to e-mail registered Proponents to notify them when addenda are posted on the website, the County of Annapolis does not guarantee that e-mails will be sent to you or received by you. **It is the sole responsibility of the Proponent to make sure that they are in receipt of all addenda prior to the closing date and acknowledge receipt of the addenda in their Cover Letter.**
- 1.7. Your proposal should clearly show your complete company name, nearest location to the County of Annapolis, name, e-mail and telephone number of primary contact person(s).
- 1.8. All proposals should include a digital copy of their complete proposal in pdf format suitable for printing.
- 1.9. Responses may be withdrawn before the deadline upon written notice addressed to Ben Olsen, Manager of IT, at the above noted address (e-mails of notice will be accepted). Notices of withdrawal may be e-mailed to [bolsen@annapoliscounty.ca](mailto:bolsen@annapoliscounty.ca)



- 1.10. All proposals received as a result of this RFP must be open for acceptance for a period of ninety (90) days from the Closing Date.
- 1.11. After the closing time and date all proposals received by the County of Annapolis become the property of the County of Annapolis.

## 2. Definitions

- 2.1. The Municipality of the County of Annapolis is referred to as the County of Annapolis
- 2.2. The entity submitting a proposal is referred to as the “Proponent”.
- 2.3. The successful Proponent is referred to as the “Successful Contractor”.
- 2.4. “Contract” means the written agreement resulting from this Request for Proposal, in accordance with this Request for Proposal

## 3. Confidentiality

- 3.1. The County of Annapolis recognizes the importance to Proponents that their ideas and strategies remain confidential; otherwise, they may be reluctant to disclose such information. The vendor agrees to public disclosure of its contents subject to the provisions of *Part XX* of the Municipal Government Act relating to Freedom of Information and Protection of Privacy.
- 3.2. The Successful Contractor may be provided access to confidential information solely for the purpose of completing this project. Any use of the information for purposes other than those stated is in contravention to this agreement and will result in cancellation of this agreement in addition to any other legal remedies available to the County of Annapolis.

## 4. Copyright or Ownership

- 4.1. All documents, reports, working papers or other materials submitted to the County of Annapolis shall become the sole and exclusive property of the County of Annapolis, in the public domain, and not the property of the Successful Contractor. The County of Annapolis will have the exclusive rights to copy and use the material in connection with the implementation of this Agreement and as reference material for future works at the County of Annapolis.

## 5. Proposed Duration of the Contract



- 5.1. The duration of the Contract resulting from this Request for Proposal will be determined following the review of proposals and is dependent on the County of Annapolis budget. The County of Annapolis reserves the right to modify or negotiate the duration of the contract independently with any prospective Proponent, including staging the project over more than one budget year.
- 5.2. It is anticipated that the contract term will begin in Mid-January 2024

## 6. Pricing

- 6.1. Your Fee Proposal should identify the fixed fee (which must include equipment, labour costs, expenses/disbursements, training and any other charges) **excluding applicable taxes**, so as to be the final cost to the County of Annapolis for the proposed equipment and services.
- 6.2. The requirements listed in the RFP are minimum requirements to be undertaken. Proponents may also provide separate pricing on additional requirements they feel would benefit the County of Annapolis in meeting its goals.
- 6.3. The proposal should also identify the hourly charge-out rates for personnel and support staff for performing any additional services that may be requested.
- 6.4. All prices proposed should be in Canadian funds.
- 6.5. The lowest priced proposal will not necessarily be selected, but the proposal that is determined to be the most advantageous to the County of Annapolis.

## 7. Invoices

- 7.1. All invoices paid as a result of this Request for Proposal will be paid as per the County of Annapolis' standard payment terms – Net 30 Days

## 8. Insurance

- 8.1. The Successful Contractor shall, without limiting its obligations or liabilities and at its own expense, provide and maintain the following insurances with insurers licensed in Canada and in forms and amounts acceptable to the County of Annapolis:
  - 8.1.1. Commercial General Liability insurance in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury and property damage.
- 8.2. All required insurance shall be maintained throughout the duration of the Contract and be endorsed to provide the County of Annapolis with thirty (30) days advance written notice of cancellation or material change.



## **9. Indemnification**

- 9.1. In carrying out these works the Successful Contractor will act as an independent consultant. The Successful Contractor must agree to keep the County of Annapolis indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by the Successful Contractor or its' employees who shall be and remain at all times and for all purposes, the servants or employees of the Successful Contractor, save and except to the extent that such claims, actions or demands arise from or relate to the negligence, wrongful act or omission of the County of Annapolis, or any of its officers or employees.

## **10. Conflict of Interest**

- 10.1. Proponents must ensure that they are not in a position that may be perceived as a conflict of interest

## **11. Limitations on the Successful Contractor**

- 11.1. The Successful Contractor shall have no authority to enter into, incur, make, change, enlarge or modify any contract, liability or agreement, obligations, representations, guarantee, warranty or commitment on behalf of the County of Annapolis unless expressly requested to do so in writing by duly authorized representatives of the County of Annapolis in the performance of services
- 11.2. The Successful Contractor shall not hire or use the County of Annapolis' employees to perform any portion of the work or services required under the agreement including secretarial, clerical and other similar duties.

## **12. Compliance with Law**

- 12.1. The Successful Contractor shall comply with, and observe, all applicable laws and relevant building and workplace regulations of any federal, provincial or municipal government or authority applicable to the supply of the services.
- 12.2. All materials delivered and services provided must be in accordance with all laws, regulations and requirements of Nova Scotia Labour Law and Occupational Health and Safety Legislation.

## **13. Sub-Contractors/Consultants**



- 13.1. Under no circumstances is the Successful Contractor permitted to sub-contract, sub-consult or assign its obligations to another company or individual without prior written authorization from the County of Annapolis.

## **14. Cancellation**

- 14.1. The County of Annapolis reserves the right to cancel this Request for Proposals at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.
- 14.2. The County of Annapolis reserves the right to cancel the Contract resulting from the RFP, at its sole and absolute discretion, with 30 days written notice to the Successful Contractor, and the Successful Contractor will have no rights or claims against the County of Annapolis. The Successful Contractor will be entitled to be paid for all authorized work and expenses to termination date. Cancellation would not, in any manner whatsoever, limit the County of Annapolis' right to bring action against the Successful Contractor for damages for breach of contract.

## **15. Proponents' Expenses**

- 15.1. Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the County of Annapolis, if any. If the County of Annapolis elects to reject all proposals, the County of Annapolis will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
- 15.2. Without limiting the provision of the previous clause, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, including any costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## **16. Responsibility of Proponents**

- 16.1. Each Proponent is responsible for informing themselves as to the contents and requirements of this proposal. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the Request for Proposal and to prepare and submit their proposal. The County of Annapolis will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this Request for



Proposal, or as a result of any misunderstanding or misinterpretation of the terms of the Request for Proposal on the part of any Proponent.

- 16.2. If a Proponent is in doubt as to the true meaning of any part of this Request for Proposal, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to Ben Olsen, Manager of IT via email at [bolsen@annapoliscounty.ca](mailto:bolsen@annapoliscounty.ca) and, if deemed necessary by the County of Annapolis, an addendum will be posted at <https://www.annapoliscounty.ca> and e-mailed to all firms registered as having received this Request for Proposal. This procedure also applies should the County of Annapolis, of its own accord, wish to expand or delete any part of this Request for Proposal.

## 17. Accuracy of Information

- 17.1. The County of Annapolis makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in the proposal.

## 18. Solicitation

- 18.1. If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to the Chairperson, any Director, officer or employee of the County of Annapolis with respect to the Proposal, whether before or after the submission of the Proposal, the County of Annapolis shall be entitled to reject the Proposal.

## 19. Publicity

- 19.1. All publicity relating to this project is subject to the approval of the County of Annapolis and no mention of the Project in advertising or articles in any publication will be permitted unless authorized in advance, in writing by the County of Annapolis. Publicity or advertising implying endorsement of a product by the County of Annapolis will not be permitted.
- 19.2. The Successful Contractor shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals or resulting Contract to the media or any member of the public without the prior written authorization of the County of Annapolis.

## 20. Evaluation Process

- 20.1. An evaluation committee made up of County of Annapolis staff will review proposal submissions. The County of Annapolis reserves the right to accept any or none of the



proposals submitted and will evaluate proposals based on the best value offered to the County of Annapolis and not necessarily the lowest price.

- 20.2. The County of Annapolis reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities
- 20.3. The County of Annapolis reserves the right to conduct a pre-selection Interview and/or presentation or demonstration of proposed equipment with Proponents. The purpose of the meeting would be to have the Proponent explain and clarify their proposal, to assist the evaluation team in evaluating each proposal.
- 20.4. The County of Annapolis further reserves the right to conduct post-selection meetings to correct, change or adapt the selected proposal to the wishes of the selection committee.
- 20.5. No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.
- 20.6. The Proponent acknowledges that the County of Annapolis shall have the right to reject any and all proposals for any reason or to accept any Proposal which the County of Annapolis in its sole unrestricted discretion deems most advantageous to itself. The Proponent acknowledges that the County of Annapolis may rely upon criteria which the County of Annapolis deems relevant even though such criteria may not have been disclosed to the Proponent. By submitting a proposal, the Proponent acknowledges the County of Annapolis' right under this clause and absolutely waives any right of action against the County of Annapolis for the County of Annapolis' failure to accept the Proponent's proposal.

## 21. Proposed Timetable

- 21.1. The timetable for the RFP selection process is anticipated to be as follows:

Proposal Submission Deadline	November 29, 2024, 2:00 PM AST
Presentations & Interviews (if required)	December 9, 2024
Evaluation Process Completion	December 16, 2024
Successful Proponent Notification	December 20, 2024

- 21.2. **NOTE:** The County of Annapolis reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.





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752 St. George Street, PO Box 100

Annapolis Royal, Nova Scotia, Canada B0S 1A0

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## **22. Contract Award and Execution**

- 22.1. The County of Annapolis reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The County of Annapolis reserves the right to contract for all or a partial list of services offered in the proposal.
- 22.2. If the contract negotiation period exceeds thirty (30) business days or if the selected Proponent fails to sign and provide an executed copy within ten (10) business days of delivery, the County of Annapolis may elect to cancel the award and award the contract to the next-highest-ranked Proponent.

## **23. Inquiries**

- 23.1. All enquiries regarding this Request for Proposal must be directed in writing to Ben Olsen, Manager of IT, via email to [bolsen@annapoliscounty.ca](mailto:bolsen@annapoliscounty.ca) questions should be received at least 5 (five) days prior to the closing time and date
- 23.2. Any verbal representations, promises, statements or advice made by employees of the County of Annapolis other than that offered through the office of Assistant Manager, Information Services should not be relied upon.



## 24. Requirements

### 24.1. Hardware.

Device Description	Quantity
iPhones	70
Spare Smart Phones	10

### 24.2. The County of Annapolis is looking for a provider of a new contract for plans and devices for the above-mentioned devices.

24.2.1. The devices will be refreshed at the beginning of the contract.

24.2.2. All device phone numbers will be required to stay the same.

24.2.3. All Cell phones must be compatible with the Provincial "Alert Ready" system

### 24.3. Please provide full pricing details and all associated costs for wireless devices (smart phones, sim cards, cell phones and Wireless Hub) and associated voice and data.

### 24.4. Please provide all optional costs where applicable for alternate device models, plans, data usage, software licensing if applicable, device storage capabilities and device access capabilities (i.e. Wi-Fi, 4G, LTE, Wi-Fi calling, etc.), and long-distance charges.

### 24.5. For billing purposes during the duration of the contract the County of Annapolis requires:

24.5.1. A master bill sent to our Accounts Payable department. A sample bill with your proposal is required (Paper and digital)

24.5.2. Online access for the appointed County of Annapolis account administrator(s) to review overall and individual device bills. An online evaluation of billing is required.

24.5.3. Additional online access for the appointed County of Annapolis account administrator(s) to review real-time information on a "per user / account" for troubleshooting and analysis purposes.

24.5.4. The ability to create online customized reports to analyze wireless accounts as a whole and individually. Reporting capabilities should include the capability to analyze phone usage (minutes) and data usage (GBs) as well as attributed costs. An online evaluation of customized reporting is required. Additionally, online billing information should be available to be downloaded into Excel for further analysis.

### 24.6. Wireless Devices and Services – Support Services



24.6.1. Provide details of your firm's support services structure in place for wireless devices and services. Please include details on the following:

24.6.1.1. Response time and procedures in place for when wireless devices and services are not operational or are below the acceptable performance threshold for those services.

24.6.1.2. Detail on escalation procedures in place for performance issues unresolved within 4, 8 and 24 hours where applicable.

24.6.1.3. Details on loaner equipment provided when devices are sent in for repair.

24.7. Wireless Devices and Services – Agreement Duration

24.7.1. The County of Annapolis requires a three-year agreement for wireless devices and services

## 25. SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

25.1. The following information is to be included in your proposal submission and will be used as the basis for evaluation. Failure to provide the following information may result in your proposal submission not being considered. Proponents are asked to structure your proposal in sequential order as listed below:

25.1.1. Cover Letter

25.1.1.1. Your proposal should include a Cover Letter containing the following information:

25.1.1.1.1. Company name, address, website address, telephone number, fax number, e-mail address and primary contact person.

25.1.1.1.2. Signed by the person or persons authorized to sign on behalf of the company.

25.1.1.1.3. Acknowledgment of any addenda issued for this Request for Proposal.

25.1.2. Experience and Qualifications

25.1.2.1. Provide a description of your company, including the following:

25.1.2.1.1. A general statement of competence and expertise.



- 25.1.2.1.2. Overview of the company, with a profile and brief history of the Proponent. (Include a copy of your latest annual report)
- 25.1.2.1.3. The business carried out by the office and the company in terms of similar clients.
- 25.1.2.1.4. A list of staff who will be assigned to this project.
- 25.1.2.1.5. A list of similar projects that the assigned staff have completed.
- 25.1.2.1.6. Years of experience of the assigned staff in providing the identified services to similar clients.
- 25.1.3. Approach and Methodology
  - 25.1.3.1. The Proponents should briefly communicate their understanding of the County of Annapolis' business and how the proposal will best meet the requirements. Provide the following:
    - 25.1.3.1.1. A description of the general approach and methodology that the Proponent would take in providing equipment and implementation.
- 25.1.4. Equipment Proposed
  - 25.1.4.1. Hardware
  - 25.1.4.2. Software
  - 25.1.4.3. Service / Warranty / Repair information including normal response times
  - 25.1.4.4. Environmental / Recycling information
- 25.1.5. Pricing
  - 25.1.5.1. Per unit cost
  - 25.1.5.2. Cost of optional components
  - 25.1.5.3. Plan pricing for devices (Voice, data, long distance, etc.)
  - 25.1.5.4. Submit a schedule of hourly rates or per incident costs for any additional services identified by the Proponent such as repair costs.
- 25.2. References



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- 25.2.1. Provide a minimum of three recent (within the last three years) customer references.
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The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one proponent's proposal to another proponent's proposal. The Evaluation Committee will not be obligated to select the proposal that offers the lowest price or cost or any proposal at all.

The weighting listed above with the evaluation criteria indicate the relative weighting anticipated by the County of Annapolis and is shown to give general guidance to proponents in the preparation of proposals. The evaluation criteria will be applied to all proposals fairly and without bias to any Proponent or Proposal and the same criteria and weightings will be applied to all proposals. However, the Evaluation Committee is not obligated to apply the weightings strictly and is not obligated to select the proposal that receives the highest score.

The Evaluation Committee reserves the right to not complete a detailed evaluation of a proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the proposal, that the proponent or proposal as compared to all the proposals is not in contention to be the selected proposal.