Request for Proposals

For

THE SUPPLY OF LAPTOPS AND ACCESSORIES

Request for Proposals No.: Lap01_2012

Issued: 27th March 2012

Submission Date: 09th May 2012

Version: Final
Date: 26/03/2012
PART 1 – INTRODUCTION

1.1 Invitation to Proponents
This Request for Proposals ("RFP") is an invitation by the Government of Montserrat (GoM) to prospective proponents to submit proposals for the supply Laptops and Accessories, as further described in Part 2 – The Deliverables (the “Deliverables”).

The Department of Information Technology and e-Government Services (“DITES”), is a government department which falls under the Cabinet Secretariat within the Office of the Premier. DITES is responsible for the implementation of the Government of Montserrat (GoM) e-Government Strategy which has as one of its main goals the transformation of Montserrat into a knowledge-based society and economy.

Pursuant to its mandate, DITES acts as the implementation arm of the Government of Montserrat in the execution and administration of Government’s enterprise-wide ICT strategies and programmes. DITES designs, procures, project manages, implements and maintains enterprise-wide and major ICT solutions for Government, as well as provides value-added ICT support services to Government Ministries and Agencies.

For the purposes of this procurement process, the “GoM Contact” shall be:

Director
DITES
Government Headquarters
Brades
Montserrat
westd@gov.ms
1-664-491-7379

1.2 Type of Contract for Deliverables
The selected proponent will be requested to enter into negotiations for an agreement with GoM for the provision of the Deliverables in a form similar to the sample attached as Appendix A to the RFP. It is GoM’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one (1) legal entity. The term of the agreement will be based on the timeframes outlined in the successful bid proposal.
1.3 No Guarantee of Volume of Work or Exclusivity of Contract

GoM 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. GoM may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

[End of Part 1]
PART 2 – THE DELIVERABLES

2.1 Background

The Government of Montserrat (GoM) has identified Education as one of its major pillars for sustainable economic development, given that knowledge, information and human capital are the main economic assets of any developing nation.

GoM has identified a series of activities deemed necessary to achieve its overall vision for Education in Montserrat. One of these activities is the creation of connected classrooms which will be central to educational transformation and the development of student centred classrooms and learning. Information Communication Technology (ICT) will be deployed and exploited to provide open teacher-to-teacher, student-to-teacher, teacher-to-student and student-to-student sharing of knowledge and information.

The Laptop Roll-out 2012 project forms part of the Government's Education Development programme aimed at educational transformation. The goal of the Laptop Programme is to achieve seamless, high quality and comprehensive education via contemporary solutions. It is envisaged that this programme will better provide the Montserrat Secondary School (MSS) students with a competitive edge in today's global information society.

In this regard, GoM has decided to undertake the Laptop Roll-out 2012 Project for the delivery of Laptops and Accessories to the Montserrat Secondary School.

The objectives of this project are to:
   a) Procure four hundred (400) Laptops and accessories based on the technical specifications outlined in Appendix F;
   b) Ensure that all laptops are installed with a software image approved or supplied by the Ministry of Education and DITES;
   c) Ensure that all laptops are prepared, shipped and landed in Montserrat so as to facilitate the agreed delivery schedule as outlined in Appendix G.
2.2 Description of Deliverables

Deliverables

Supply of Laptops and Accessories

a. Fully functional Laptop Image comprising all software(s) required by the Ministry of Education (MoE);
b. Four Hundred (400) Laptops that all meet or exceed the Technical Specifications outlined in Appendix F “Laptop Specifications” and equipped with the following:
   • The approved cloned software image;
   • The Asset Tag with help desk support details;
   • Specialised non removable markings;
   • Equipping each laptop with appropriate technology which will allow tracing the laptop in case of theft or loss; (optional)
   • Equipping each laptop with functionality that will render the laptops unusable if lost or stolen (optional).
c. All Laptops finished in the agreed colours (optional);
d. Detailed schedule for the arrival and delivery of the Laptops;
e. Detailed support and maintenance plan;
f. Details of the proposed Channels for Support Services;
g. Service Level Agreement;
h. Monthly Service and Support Report;
Deliverables

Logistics and Distribution of Laptops to the Montserrat Secondary School

a. Detailed delivery plan in accordance with the distribution schedule outlined in Appendix G;
b. Signed equipment acceptance forms as evidence of the delivery of each batch of Laptops to the Montserrat Secondary School;
c. An inventory report detailing number of laptops and the serial number of every laptop delivered, tested and accepted by the authorised MSS representative;

Provision of Samples

Bidders are required to submit one unit of each proposed system for evaluation purposes as part of their tender response. Sample units submitted will not be returned. The sample unit shall be packaged and addressed to:

The Chairman
Central Tenders Board
Government Headquarters
Brades
Montserrat
West Indies

Any bid submitted without a sample unit shall be deemed nonresponsive and rejected.

2.3 Scope of Services

Proponents should refer to Appendix E – RFP Particulars – Section A. Lot1 Scope of Services, Supply of Laptops and Accessories.

Proponents should refer to Appendix E – RFP Particulars – Section B. Lot 2 Scope of Services, Logistics and Distribution of Laptops.

[End of Part 2]
PART 3 – EVALUATION OF PROPOSALS

3.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP</td>
<td>26th March 2012</td>
</tr>
<tr>
<td>Vendor Clarification Meeting</td>
<td>10th April 2012</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>16th April 2012</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda</td>
<td>23rd April 2012</td>
</tr>
<tr>
<td>Submission Date</td>
<td>15:00pm 09th May 2012</td>
</tr>
</tbody>
</table>

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

3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proposals should be submitted on or before: **15:00 Hrs, 09th May 2012**

Proposal must be submitted to the following address:

**The Chairman**  
Central Tenders Board  
Ministry of Finance  
Government Headquarters  
Brades  
Montserrat  
West Indies

**Email Address:** minfin@gov.ms

Proponents should submit one (1) hard copy and one (1) electronic copy in .PDF format in a sealed package and by E-mail.

Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Date.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

3.1.3 Proposals Should Be Submitted on Time at Prescribed Location

Proposals should be submitted at the location set out above on or before the Submission Date. Proposals submitted after the Submission Date and Time will be rejected.

3.1.4 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the GoM Contact and must be signed by an authorized representative. GoM is under no obligation to return withdrawn proposals.
3.2 **Stages of Proposal Evaluation**

GoM will conduct the evaluation of proposals in the following three (3) stages:

3.2.1 **Stage I**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Date will NOT be provided an opportunity to rectify any deficiencies. Such Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

3.2.2 **Stage II**

Stage II will consist of a scoring by GoM of each qualified proposal on the basis of the rated criteria.

3.2.3 **Stage III**

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed.

3.2.4 **Cumulative Score**

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the highest ranking proponent will be selected for contract negotiations in accordance with Part 4.

3.3 **Stage I – Mandatory Requirements and Submission**

3.3.1 **Submission and Rectification Date**

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will not be provided an opportunity to rectify any deficiencies.

3.3.2 **Submission Form (Appendix B)**

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

3.3.3 **Rate Bid Form (Appendix C)**

Each proponent must include a Rate Bid Form (Appendix C) completed according to the instructions contained in the form as well as those instructions set out below:

(a) rates shall be provided in United States dollars currency, inclusive of all applicable duties and taxes (Montserrat Customs and Duties and Consumption Taxes will not be charged for this procurement); and

(b) rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all freight and other transportation costs, all insurance costs, all costs of delivery to the Montserrat Secondary School, 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.

3.3.4 **Reference Form (Appendix D)**

Each proponent must complete the Reference Form (Appendix D) and include it with its proposal.

3.3.5 **Other Mandatory Requirements**

**Declaration**

Each proponent must submit a signed Declaration indicating their compliance with tax obligations or the non applicability of this Requirement to their submission.
3.3.6 **Rectification Date**

Proposals satisfying the mandatory requirements will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

3.4 **Stage II – Evaluation of Rated Criteria**

Proponents should refer to Appendix E – RFP Particulars – Section C. Rated Criteria, for a breakdown of the Rated Criteria.

3.5 **Stage III – Evaluation of Pricing**

Proponents should refer to the Rate Bid Form at Appendix C and Appendix E – RFP Particulars – Section D. Pricing.

3.6 **Cumulative Score and Selection of Highest Scoring Proponent**

At the conclusion of Stage III, all scores from Stage II and Stage III will be added together and the highest ranked proponent will be selected for negotiations in accordance with Part 4 – Terms and Conditions of the RFP process.

3.7 **Tie Score**

In the event of a tie score, GoM reserves the right to enter into parallel negotiations with the tied proponents.

[End of Part 3]
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions
Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

4.1.2 Proposals in English
All proposals are to be in English only.

4.1.3 GoM’s Information in RFP Only an Estimate
GoM and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent’s responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

4.1.4 Proponents Shall Bear Their Own Costs
The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP
Proponents shall promptly examine all of the documents comprising the RFP, and

(a) shall report any errors, omissions or ambiguities; and
(b) may direct questions or seek additional information

in writing by email on or before the proponent’s Deadline for Questions to the GoM Contact. All questions submitted by proponents by email to the GoM Contact shall be deemed to be received once the email has entered into the GoM Contact’s email inbox. No such communications are to be directed to anyone other than the GoM Contact. GoM is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the GoM Contact on any matter it considers to be unclear. GoM shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda
The RFP may be amended only by an addendum in accordance with this section. If GoM, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by GoM. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.
4.2.3 Post-Deadline Addenda and Extension of Submission Date
If any addendum is issued after the Deadline for Issuing Addenda, GoM may at its discretion extend the Submission Date for a reasonable amount of time.

4.2.4 Verify, Clarify and Supplement
When evaluating responses, GoM 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. GoM may revisit and re-evaluate the proponent’s response or ranking on the basis of any such information.

4.2.5 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 will not be considered to form part of its proposal.

4.2.6 Proposal to Be Retained by GoM
GoM will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Negotiations, Notification and Debriefing

4.3.1 Selection of Top-Ranked Proponent
The top-ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with GoM.

4.3.2 Timeframe for Negotiations
GoM intends to conclude negotiations within thirty (30) days commencing from the date GoM 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.

4.3.3 Process Rules for Negotiations
Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of GoM or the proponent. Negotiations may include requests by GoM 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 GoM for improved pricing from the proponent.

4.3.4 Terms and Conditions
The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between GoM and the selected proponent.

4.3.5 Failure to Enter Into Agreement
Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, GoM may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, GoM may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, GoM may discontinue further negotiations with that particular proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until GoM elects to cancel the RFP process.
4.3.6 Notification to Other Proponents
Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between GoM and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.3.7 Debriefing
Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the GoM Contact and must be made within sixty (60) days of notification of award. 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.

4.3.8 Bid Protest Procedure
If a proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the Chairman of the Central Tenders Board within twenty (20) days of notification of award, and GoM will respond in accordance with its bid protest procedures.

4.4 Prohibited Communications and Confidential Information

4.4.1 Prohibited Proponent Communications
The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Proponent Not to Communicate with Media
A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the GoM Contact.

4.4.3 Confidential Information of GoM
All information provided by or obtained from GoM in any form in connection with the RFP either before or after the issuance of the RFP

(a) is the sole property of GoM and must be treated as confidential;
(b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
(c) must not be disclosed without prior written authorization from GoM; and
(d) shall be returned by the proponents to GoM immediately upon the request of GoM.

4.4.4 Confidential Information of Proponent
A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by GoM. The confidentiality of such information will be maintained by GoM, except as otherwise required 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 GoM’s advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the GoM Contact.
4.5 **Procurement Process Non-binding**

4.5.1 *No Contract A and No Claims*

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall 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 GoM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

4.5.2 *No Contract until Execution of Written Agreement*

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

4.5.3 *Non-binding Price Estimates*

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

4.5.7 *Cancellation*

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

4.6 **Governing Law and Interpretation**

4.6.1 *Governing Law*

The terms and conditions in this Part 4 – Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall 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 Montserrat applicable therein.

[End of Part 4]
APPENDIX A – FORM OF AGREEMENT

AGREEMENT

This Agreement made the _________day of May 2012

Between The Government of Montserrat, Ministry of Education, Brades, Montserrat (hereinafter called “the Client”) of the one part and [TO BE DETERMINED] hereinafter called “the Company”) of the other part.

Whereas the Client desires that certain Services should be performed by the Company, namely The Supply of Laptops and Accessories to the Montserrat Secondary School and has accepted a proposal by the Company for the performance of such Services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Client/Company Services Agreement hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:

   The Offer from the Company sent under cover of his letter dated [Day Month 2012] addressed to The Chairman of the Central Tenders Board along with subsequent communications appended to this Agreement resulting in the amendment of the offer in the following together with the Letter of Acceptance dated _____________________ from the Client.

3. In consideration of the payments to be made by the Client to the Company as hereinafter mentioned the Company hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.

4. The Client hereby agrees to pay the Company in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

In witness whereof the parties hereto have caused this Agreement to be executed the day, month and year first before written in accordance with their respective laws.
Authorised signature(s) of Client

________________________________________________________________________

In the presence of:

Name__________________________________________

Signature________________________________________

Address________________________________________

Authorised signature(s) of the Company

In the presence of:

Name__________________________________________

Signature________________________________________

Address________________________________________
## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.

<table>
<thead>
<tr>
<th>Full Legal Name of Proponent:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Other Relevant Name under Which the Proponent Carries on Business:</td>
<td></td>
</tr>
<tr>
<td>Company Registration Details:</td>
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<tr>
<td>Street Address:</td>
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<tr>
<td>City, Province/State:</td>
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<td>Postal Code:</td>
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<td>Phone Number:</td>
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<td>Fax Number:</td>
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<td>Company Website (If Any):</td>
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<tr>
<td>RFP Contact Person and Title:</td>
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<tr>
<td>RFP Contact Phone:</td>
<td></td>
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<tr>
<td>RFP Contact Facsimile:</td>
<td></td>
</tr>
<tr>
<td>RFP Contact E-mail:</td>
<td></td>
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</tbody>
</table>

**Additional Proponent Information**

GoM reserves the right to request additional information for the purposes of ascertaining the authenticity and capacity of any proponent.

### 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 that there will be no legal relationship or obligations created until GoM and the selected proponent have executed a written contract.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the Rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

<table>
<thead>
<tr>
<th>FORM</th>
<th>INITIAL TO ACKNOWLEDGE</th>
</tr>
</thead>
</table>
| Submission Form  
*(as found in Appendix B of the RFP)* |  |
| Rate Bid Form  
*(as found in Appendix C of the RFP)* |  |
| Reference Form  
*(as found in Appendix D of the RFP)* |  |
Specifications Forms  (as found in Appendix F of the RFP)

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

4. Non-binding Price Estimates

The proponent has submitted its Rates in accordance with the instructions in the RFP and in the Rate Bid Form set out in Appendix C. 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 quotation or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by GoM prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the 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: ______________________________. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means

(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 GoM 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 RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, 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.

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:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

7. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by GoM to GoM’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness ___________________________ Signature of Proponent Representative ___________________________

Name of Witness ___________________________ Name and Title ___________________________

Date:
I have authority to bind the proponent

Executed under the seal shown below, with the intent that such execution take effect as a deed.
APPENDIX C – RATE BID FORM

Bidders are instructed to submit their costs in US$ currency ONLY. Payment terms must be based on project milestones and deliverables in the following format:

<table>
<thead>
<tr>
<th>No.</th>
<th>Milestone/Deliverable</th>
<th>Projected Date</th>
<th>Amount</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
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APPENDIX D – REFERENCE FORM

Each proponent is requested to provide two (2) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last five (5) years.

The absence of references will not necessarily disqualify a proponent from entering into contract negotiations. In the event that the proponent does not have relevant references the Company Name field should be filled in with the letters “N/A”.

Reference #1

| Company Name: |  |
| Company Address: |  |
| Contact Name: |  |
| Contact Telephone Number: |  |
| Date Work Undertaken: |  |
| Nature of Assignment: |  |

Reference #2

| Company Name: |  |
| Company Address: |  |
| Contact Name: |  |
| Contact Telephone Number: |  |
| Date Work Undertaken: |  |
| Nature of Assignment: |  |
APPENDIX E – RFP PARTICULARS

A. LOT 1 – SCOPE OF SERVICES  
Supply of Laptops and Accessories

Mandatory Requirements

1. Provision of four hundred (400) laptops that either meet or exceed the Technical Specifications outlined Appendix F;
2. Installation and configuration of the software required for the purpose of laptop image creation;
3. Testing of the laptop image to ensure full functionality of all software required by GoM;
4. Clone the Laptop Image to all four hundred (400) laptops;
5. Bidders will provide a detailed delivery plan for the arrival of all laptops to facilitate the delivery schedule outlined in Appendix G
6. A minimum of three (3) years local warranty is required for all laptops. The warranty shall be in effect from the date of delivery to the MSS;
7. Bidder must demonstrate a local presence to provide the following channels of support services;
   a. Call Logging Facility;
   b. Call Resolution Helpdesk;
   c. Online Support; and
   d. Carry in service facility;
8. The support services shall be inclusive of but not limited to:
   a. Diagnostic and troubleshooting of hardware defect;
   b. Replacement of parts (inclusive of transport and labour)
   c. Reinstallation of Pre-installed software;
9. Bidders shall provide a detailed support and maintenance plan. This document shall contain critical information pertaining, but not limited to, reporting, logging, resolution and closure of support-related issues.
10. All laptops must be tagged with help desk support details such as hotline telephone number and other necessary information;
11. Bidders are required to provide monthly updates on service and support information to GoM;
12. Bidders may quote optional support services, subject to the acceptance of GoM;
13. The Service Level Agreement (SLA) shall be inclusive of but not limited to:
   Support Hours: Monday to Friday from 8:00 am to 4:00 pm excluding public holidays
<table>
<thead>
<tr>
<th>Defect Type</th>
<th>Maximum Resolution Time</th>
<th>Resolution type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1</td>
<td>2 hours</td>
<td>Defect resolved via telephone or online support.</td>
</tr>
<tr>
<td>Type 2</td>
<td>48 hours</td>
<td>Defect requires the replacement of parts.</td>
</tr>
<tr>
<td>Type 3</td>
<td>7 business days</td>
<td>Defect requires the replacement of the laptop.</td>
</tr>
</tbody>
</table>

The Bidder may quote an alternative SLA, subject to the acceptance by GoM.

14. Bidders shall provide specialised non-removable markings on each laptop to act as a deterrent against theft;

**OPTIONAL SERVICES REQUIRED**

The proposer shall include costs for the following optional services:

1. Finishing all laptops with an image of the Flag of Montserrat. The colours must be applied in the same manner that is used on the official Flag of Montserrat;
2. Equipping each laptop with appropriate technology which will allow tracing the laptop in case of theft or loss;
3. Equipping each laptop with functionality that will render the laptops unusable if lost or stolen.

**ADDITIONAL INFORMATION**

1. The Proposer shall indicate names and addresses of firms providing service facility in Montserrat, with documented evidence of partnership. In case such service is not available, please provide detailed description of appropriate service network details and warranty terms & conditions.

2. GoM recognises that consortium bids are possible. In the case that a consortium bid is proposed, a lead consortium member must be appointed by the consortium through whom all communications will be conducted. GoM reserves the right to request additional information for the purposes of ascertaining the authenticity and capacity of each consortium member.

3. GoM reserves the right at its discretion to accept or decline any alternate offer.

4. Note that there are mandatory delivery times.
B. LOT 2 – SCOPE OF SERVICES

Logistics and Distribution of Laptops

The preferred bidder shall be responsible for providing the following services:

1. Project management, planning, scheduling, delivery and reporting services to GoM;
2. Verify that all goods received are in good physical condition;
3. Prepare and package all laptops and accessories for delivery to the Montserrat Secondary School;
4. Deliver all four hundred laptops to the Montserrat Secondary School;
5. Maintain an inventory inclusive of the number of laptops and the Serial Number of each laptop received, tested, delivered and accepted by the MSS;
6. Development of relevant forms and checklists for approval and acceptance by GoM;
7. Ensure individual acceptance testing of each laptop by the Authorised Technician of the MSS;
8. Ensure that all Acceptance Testing Forms are counter-signed by the Authorising officer of the MSS.
C. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the various Lots of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

Rated Criteria (Supply of Laptops and Accessories)

<table>
<thead>
<tr>
<th>Rated Criteria Category</th>
<th>Weighting (Points)</th>
<th>Minimum (75%)</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prequalification Criteria</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Prices Quoted in US$ Currency</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Certificates</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Laptop</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evidence of Local Presence (Proof of after sales service facility in Montserrat or an appropriate service network)</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Compliance requirements relating to design features and the product’s specification to satisfy minimum requirements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hardware</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mandatory Specifications</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optional Specifications</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Support and Maintenance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call Logging Facility</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call Resolution Helpdesk</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Online Support</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carry in service facility</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Delivery Capability</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detailed delivery plan for the arrival of laptops to facilitate the delivery schedule.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Warranty</strong></td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pricing</strong></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>100</td>
<td>75</td>
<td></td>
</tr>
</tbody>
</table>
Rated Criteria *(Logistics and Distribution)*

<table>
<thead>
<tr>
<th>Rated Criteria Category</th>
<th>Weighting (Points)</th>
<th>Minimum (75%)</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prequalification Criteria</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Prices Quoted in US$ Currency</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relevant forms and checklist for approval and On Site Acceptance</td>
<td>Y/N</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Compliance requirements relating Scope of Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Experience of the firm in providing similar service</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capability to satisfy the delivery schedule outlined in Appendix G</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detailed delivery plan</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pricing</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. PRICING

Proponents should review and complete the Rate Bid Form at Appendix C.

Pricing

Pricing will be scored based on a relative pricing formula using the Rates set out in the Rate Bid Form.

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids $120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category (120/120 = 100%). A proponent who bids $150.00 receives 80% of the possible points for that category (120/150 = 80%), and a proponent who bids $240.00 receives 50% of the possible points for that category (120/240 = 50%).

Lowest rate  
-------------  x  Total available points = Score for proposal with second-lowest rate  
Second-lowest rate  

Lowest rate  
-------------  x  Total available points = Score for proposal with third-lowest rate  
Third-lowest rate  

And so on, for each proposal
## APPENDIX F – LAPTOP SPECIFICATIONS

### Minimum Laptop Specifications
(Worker's Laptop)

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Specification</th>
<th>Proposed Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor Speed (CACHE)</td>
<td>2.0GHz, (1MB Cache) or equivalent</td>
<td></td>
</tr>
<tr>
<td>Memory</td>
<td>4GB</td>
<td></td>
</tr>
<tr>
<td>Video Card</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td>Display Size</td>
<td>14”</td>
<td></td>
</tr>
<tr>
<td>Audio Type</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td>Speaker Type</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td>Internal Storage</td>
<td>350GB</td>
<td></td>
</tr>
<tr>
<td>Optical Drive</td>
<td>8x CD/DVD R+W</td>
<td></td>
</tr>
<tr>
<td>Network Speed (Ethernet Connectivity)</td>
<td>10/100 Mbps</td>
<td></td>
</tr>
<tr>
<td>Wireless Network type</td>
<td>802.11 b/g/n</td>
<td></td>
</tr>
<tr>
<td>Wireless Bluetooth</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td>Keyboard Type</td>
<td>English</td>
<td></td>
</tr>
<tr>
<td>Interface Provided</td>
<td>2x USB, Video Output, LAN, Audio</td>
<td></td>
</tr>
<tr>
<td>Web Camera</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Operating System</td>
<td>MS Win7 Professional 64 Provided by DITES/MoE</td>
<td></td>
</tr>
<tr>
<td>Power Supply</td>
<td>External AC Adaptor (100 – 240v)</td>
<td></td>
</tr>
<tr>
<td>Battery (Battery Life)</td>
<td>6 Hours (Minimum)</td>
<td></td>
</tr>
<tr>
<td>Productivity Software</td>
<td>Provided by DITES/MoE</td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>3 year on site, parts and labour coverage.</td>
<td></td>
</tr>
</tbody>
</table>
### Antivirus Software
*Provided by DITES/MoE*

### Software Image installation
At Original Equipment Manufacturer

### Accessories
Carrying Case or Sleeve

---

**OPTIONAL LAPTOP SPECIFICATIONS**  
*(Teacher’s Laptop)*

Additional features must be listed below for completeness and evaluation purposes.

<table>
<thead>
<tr>
<th>Optional Requirements for Teacher’s Laptops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tracking Software/Device</td>
</tr>
<tr>
<td>Recovery Software/Device</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Optional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optional</td>
</tr>
</tbody>
</table>

**List all Additional Features Below**

---
## Minimum Laptop Specifications
(Student’s Laptop)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Minimum Specification</th>
<th>Proposed Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor Speed (CACHE)</td>
<td>1.5GHz, (1MB Cache) or equivalent</td>
<td></td>
</tr>
<tr>
<td>Memory</td>
<td>2GB</td>
<td></td>
</tr>
<tr>
<td>Video Card</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td>Display Size</td>
<td>13”</td>
<td></td>
</tr>
<tr>
<td>Audio Type</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td>Speaker Type</td>
<td>Integrated</td>
<td></td>
</tr>
<tr>
<td>Internal Storage</td>
<td>250GB</td>
<td></td>
</tr>
<tr>
<td>Optical Drive</td>
<td>8x CD/DVD</td>
<td></td>
</tr>
<tr>
<td>Network Speed (Ethernet Connectivity)</td>
<td>10/100 Mbps</td>
<td></td>
</tr>
<tr>
<td>Wireless Network type</td>
<td>802.11 b/g/n</td>
<td></td>
</tr>
<tr>
<td>Keyboard Type</td>
<td>English</td>
<td></td>
</tr>
<tr>
<td>Interface Provided</td>
<td>2x USB, Video Output, LAN, Audio</td>
<td></td>
</tr>
<tr>
<td>Web Camera</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Operating System</td>
<td>MS Win7 Home Premium Provided by DITES/MoE</td>
<td></td>
</tr>
<tr>
<td>Power Supply</td>
<td>External AC Adaptor (100 – 240v)</td>
<td></td>
</tr>
<tr>
<td>Battery (Battery Life)</td>
<td>6 Hours (Minimum)</td>
<td></td>
</tr>
<tr>
<td>Productivity Software</td>
<td>Provided by DITES/MoE</td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>3 year on site, parts and labour coverage.</td>
<td></td>
</tr>
<tr>
<td>Antivirus Software</td>
<td>Provided by DITES/MoE</td>
<td></td>
</tr>
<tr>
<td>Software Image installation</td>
<td>At Original Equipment Manufacturer</td>
<td></td>
</tr>
</tbody>
</table>
OPTIONAL LAPTOP SPECIFICATIONS
(Student’s Laptop)

Additional features must be listed below for completeness and evaluation purposes

<table>
<thead>
<tr>
<th>Accessories</th>
<th>Carrying Case or Sleeve</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Optional Requirements for Student Laptops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tracking Software/Device</td>
</tr>
<tr>
<td>Recovery Software/Device</td>
</tr>
</tbody>
</table>

List all Additional Features Below

N.B. The forms above must be filled in and returned as part of the proposal.
APPENDIX G – DELIVERY SCHEDULE

The Laptops must be made available according to the following schedule.

Laptops for the Teachers

The forty (40) Laptops that are designated for delivery to the Teachers must be available for distribution by 20th July 2012.

Laptops for the Students

The three hundred and sixty (360) Laptops that are designated for delivery to the Students must be available for distribution by 20th August 2012.