

WORKERS COMPENSATION BOARD OF PEI

RFQ#4803

Request for Quotation

**Monochrome Laser Printers with 5 Year Service
Agreement**

Date: Tuesday, August 1st, 2017

Return By: 2:00 p.m. Tuesday, August 15th, 2017

****Faxed or Emailed Responses Are Not Acceptable****

INVITATION REQUEST FOR QUOTATION

The Workers Compensation Board of Prince Edward Island (WCB) is seeking a request for quotation to supply two (2) high speed monochrome laser printers and accessories for purchase (not lease), as well as a vendor to provide, on a cost per page basis, a 5 year service agreement option for both devices.

Request for quotations must be received at the Provincial Procurement Services Office, 95 Rochford Street, 2nd Floor South, Shaw Building, Room 27 Charlottetown, PEI C1A 7N8 **prior to 2:00 p.m. Atlantic on Tuesday, August 15th, 2017**. Request for quotations must be submitted in writing and be clearly marked “**Monochrome Laser Printers Purchase with 5 Year Service Agreement**”. Request for quotations must be signed and submitted in writing to the attention of Darren MacDonald, Manager, Information Technology, WCB of PEI.

Late Request for Quotation documents will not be accepted and will be returned to the Bidder.

Following posting of this Request for Quotation, any changes made to it by the WCB prior to closing will be posted on the Provincial Procurement Services website. It is the responsibility of all Bidders to regularly check the procurement website for changes.

The Workers Compensation Board will review the submitted quotations and determine which submission best meets the needs of the Workers Compensation Board. The lowest or any proposal submitted may not necessarily be accepted.

TERMS & CONDITIONS

1 GENERAL

- 1.1 Signed, written request for quotations must be returned to the attention of Darren MacDonald at the Provincial Procurement Services Office, 95 Rochford Street, 2nd Floor South, Shaw Building, Room 27 Charlottetown, PEI C1A 7N8 prior to 2:00 p.m. Atlantic on Tuesday, August 15th, 2017.
- 1.2 The lowest or any request for quotation submission may not necessarily be accepted.
- 1.3 Bidders to meet the requirements of the *Workers Compensation Act of Prince Edward Island*.
- 1.4 Bidders to be in compliance with the requirements under the Province of Prince Edward Island's *Occupational Health and Safety Act and Regulations*.
- 1.5 The successful Bidder and its subcontractors must be registered with the WCB of Prince Edward Island, in which case WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the successful Bidder (and any of its subcontractors) must be in good standing with the WCB of PEI.
- 1.6 Request for Quotation submissions will NOT be publicly opened. Bidders will be advised of the results after an evaluation of all quotations has been completed and a successful Bidder has been determined.
- 1.7 The Bidder shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Request for Quotation.
- 1.8 The Bidder shall at all times fully indemnify, save and keep harmless the Workers Compensation Board, its directors, officers, employees and agents, from and against all suits, judgments, claims, demands and losses (including, without limitation, reasonable legal expenses, penalties or interest) incurred as a result of any claim, demand or action arising out of or in any way related to the lease agreement (including any claim made under federal or provincial legislation) or the services provided under the agreement, unless caused by the negligence of an officer, employee or agent of the WCB while acting within the scope of employment.

- 1.9 The successful Bidder agrees to have in place and maintain a policy of insurance listing the Workers Compensation Board of PEI as a named insured and to provide proof of such coverage to the WCB of PEI upon request. Such coverage will be for an amount not less than \$2,000,000.00 (two million dollars in Canadian funds) per occurrence inclusive, which will include coverage for occurrences of bodily harm, personal injury, or property damage. The Bidder will provide the WCB of PEI with (10) days advance written notice of cancellation or material change to this policy of insurance.
- 1.10 All the terms and conditions of this Request for Quotation are assumed to be accepted by the Bidder and incorporated in the lease agreement. Bidders who have obtained the Request for Quotation electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the lease agreement.
- 1.11 The WCB of PEI may waive **minor** differences in the proposals provided these differences do not violate the intent of the proposal.
- 1.12 Bidder submissions must meet all requirements in order to be considered.
- 1.13 Bidders must be an Authorized Service Provider of the product they are proposing and also provide proof thereof as part of their Request for Quotation submission.

2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 2.1 The Bidder acknowledges that the Workers Compensation Board is bound by the terms of the Province of Prince Edward Island's Freedom of Information and Protection of Privacy Act (FOIPP Act) and agrees to strictly abide by its terms.
- 2.2 The Bidder and any of its subcontractors will comply with the FOIPP Act related terms contained in Schedule B.
- 2.3 By submitting a bid, the Bidder agrees to disclosure of the information supplied, subject to the provisions of the Freedom of Information and Protection of Privacy Act.
- 2.4 Anything submitted in the bid that the Bidder considers to be “confidential information” because of its proprietary nature should be marked as “Confidential” and will be subject to appropriate consideration under the Freedom of Information and Protection of Privacy Act.

3 NOTIFICATION OF AWARD

- 3.1 The successful Bidder will be notified by telephone and in writing.
- 3.2 The unsuccessful Bidder(s) will be notified in writing.

4 TERMS

- 4.1 This request for quotation will be awarded to a single Bidder.

- 4.2 Delivery

All equipment prices include delivery. The maximum allowable time for product delivery is two weeks. If a bidder fails to meet the delivery requirement, the Workers Compensation Board reserves the right to cancel the purchase order and reorder the products from an alternate bidder.

- 4.3 Pricing

Prices provided for requested hardware (Schedule A – Section 1) are for purchase (not leasing).

Prices for hardware quoted are to be FOB 14 Weymouth Street, Charlottetown, P.E.I. C1A 4Y1, at a fixed price with shipping or delivery charges applied.

All price quotations provided in Schedule A are to exclude sales tax amounts. Any fees (i.e. Recycling Fees) are to be itemized in the associated area provided in Schedule A.

- 4.4 Service Agreement

Commencing the delivery date of the laser printers to the WCB, the Service Agreement contract would begin and continue for a period of 5 years. The service agreement must include all parts, labor and consumables (excluding paper) for the proposed printers at a fixed cost per page to be billed monthly.

Bidders must ensure any additional service charges / fees beyond the cost per page are included in the costing table provided in Schedule A – Section 2. Indicate both the service charge/fee amount as well as the frequency of the fee (annual / monthly, etc.)

Bidders must agree that there is no guaranteed minimum monthly page count for either printer device. *For the sole purpose of assisting with the evaluation process of the RFQ submissions, the WCB will use an estimate of 5,000 pages per month for each printer over the 5 year agreement period.* WCB will not be providing actual historical page counts or average usage statistics for these devices.

The successful Bidder shall perform the services under the lease agreement diligently, honestly, with due care and skill, and to the satisfaction of the WCB

Bidders must also provide a copy of the service agreement as part of the tender submission.

5 MANDATORY REQUIREMENTS / SPECIFICATIONS

5.1 Printers proposed must meet all of the following requirements in order to be considered for this RFQ.

5.2 Printer “A” Requirements:

- Monochrome printer only
- Minimum print speed of 65 ppm (for letter size)
- Minimum print quality of 600 x600 dpi
- Minimum of 2048 MB of installed memory
- Maximum duty cycle of at least 250,000 pages / month
- Internal Gigabit Ethernet card
- Maximum operating noise level of 60dBA
- Overall Maximum dimensions (including Caster Base): Height (including all accessories) 60” x Width 31.5” x Depth 32.5”

Printer “A” Configuration Requirements:

- 3 – 550 sheet paper trays (includes internal paper trays if applicable)
- 1 – High Capacity paper tray (minimum of 2,000 pages)
- 1 – High Capacity Output Expander
- Caster Base
- Power filter (if required for Service Agreement)

5.3 Printer “B” Requirements:

- Monochrome printer only
- Minimum Print speed of 65 ppm (for letter size)
- Minimum print quality of 600 x600 dpi
- Minimum of 2048 MB of memory
- Maximum duty cycle of at least 250,000 pages / month
- Internal Gigabit Ethernet card
- Maximum operating noise level of 60dBA
- Overall Maximum dimensions: Height (including all accessories) 23" x Width 17" x Depth 20.5"

Printer "B" Configuration Requirements:

- 2 – 550 sheet paper trays (includes internal paper trays if applicable)
- Power filter (if required for Service Agreement)

5.4 **Bidders must provide a listing to itemize the make, model number, and description for all components required for the proposed hardware which meets the configuration and requirements above.**

WORKERS COMPENSATION BOARD OF PEI

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BIDDER RESPONSE

Request for Quotation SUBMITTED BY:

NAME: _____

SIGNATURE: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

DATE: _____

Delivery Confirmation

Please confirm that delivery can be completed within two weeks of award of the request for quotation:

Delivery Confirmation

CHECKLIST

Please include the following documents with this request for quotation submission:

Completed Schedule A

Itemized listing of all components proposed.

- Proof as an Authorized Service Provider Vendor for proposed equipment manufacturer
- Service Agreement

SCHEDULE "A"

Section 1: Hardware Equipment Costs – Exclude Applicable Taxes

Item	Equipment Description	Description	Units	Price
1.	Laser Printer "A"	Laser Printer "A" – Configured as described in Section 5.2. (Bidders must provide listing of the make, model number, and description for all components required for the proposed solution.)	1	
2.	Laser Printer "B"	Laser Printer "A" – Configured as described in Section 5.3. (Bidders must provide listing of the make, model number, and description for all components required for the proposed solution.)	1	
Applicable Fees (i.e. Recycling Fees):				
Grand Total:				

Section 2: Service Agreement Costs – Exclude Applicable Taxes

Item	Description	Price
1.	Cost Per Page Service Agreement including all Parts, Labor and Toner for the two Mono Laser Printers proposed above.	
2.	Additional Service Charges / Fees (if applicable)	
3.	Additional Service Charge / Fees – <u>Frequency</u> (if applicable) e.g. Annual, Monthly, etc.	

SCHEDULE “B”

Definitions

1. “Information”:
 - (a) means all knowledge, material and property acquired by the Bidder including, but not limited to all notes, reports, records, information, instruments, documentation or data produced, obtained or received by the Bidder or any other party employed or otherwise engaged by the Bidder in the performance of the services under the lease agreement (the Services) and shall include all copies and parts of same; and
 - (b) includes any personal information as defined in the *Freedom of Information and Protection of Privacy Act* (FOIPP).

2. “Personal Information” has the same meaning as in s. 1(i) of FOIPP.

Confidentiality

3. The Bidder shall treat the Information as confidential and shall not disclose or permit the disclosure of the Information except where the disclosure is:
 - (a) necessary to enable the Bidder to provide the Services during the period of engagement;
 - (b) required by an enactment of Prince Edward Island or Canada;
 - (c) necessary for the purpose of complying with a valid subpoena, warrant or order; or
 - (d) with express written consent of the Board.

Only Information that is reasonably required may be disclosed by the Bidder under this provision.

4. The Bidder shall not use the Information for any purpose other than for providing the Services to the Workers Compensation Board under this Statement of Work.

Freedom of Information and Protection of Privacy

5. The Bidder acknowledges that the Workers Compensation Board is a public body and that it must comply with FOIPP, as amended from time to time.
6. The Bidder will comply with FOIPP in so far as it may be applicable to the Information and with any other applicable legislation including privacy legislation.
7. The Bidder's obligations under FOIPP include the obligation to meet the privacy standards that protect personal information and that are set out in Part 2 of FOIPP.
8. The Bidder may not, in the course of providing the Services to the Workers Compensation Board, collect personal information directly from any third party unless the collection is authorized under FOIPP.
9. Without limiting the generality of any other provision of this Statement of Work, the Bidder shall:
 - (a) share personal information with its directors, officers, employees, agents or contractors only on a legitimate need to know basis;
 - (b) ensure that the persons mentioned in (a) are fully informed of, and understand, the privacy standards set out in FOIPP and that they comply fully with its terms;
 - (c) protect any personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal or destruction.
10. The Bidder will make every reasonable effort to ensure that personal information that is or will be used to make a decision that directly affects a worker is both complete and accurate.
11. The Bidder shall, at the request of the Workers Compensation Board, make any corrections to personal information that may be required by the Workers Compensation Board within five (5) working days of receiving the Board's request.
12. The Bidder agrees that, if the Workers Compensation Board receives a FOIPP request for any record in the custody of the Bidder, the Bidder shall provide the record to the Workers Compensation Board within three (3) working days of its receipt of a Board request.
13. In the event that the Bidder becomes aware of a breach or possible breach of FOIPP, it will immediately notify the Workers Compensation Board in writing, will provide full details to

- the Workers Compensation Board and will take steps to minimize the impact of the occurrence and to prevent a reoccurrence.
14. The Bidder shall immediately notify the Workers Compensation Board in writing if it receives a demand or request for disclosure of Information from a third party.
 15. The Bidder acknowledges that the Workers Compensation Board is not able to guarantee the confidentiality of records submitted to it by the Bidder, or to which the Workers Compensation Board otherwise has a right to access, and it is understood that all such records may be subject to the disclosure provisions of FOIPP.
 16. The Bidder shall cooperate with and assist in any Workers Compensation Board investigation of a complaint that personal information has been collected, used or disclosed contrary to FOIPP or to the provisions of this Statement of Work.
 17. These provisions survive the termination of this Statement of Work.
 18. Any breach of these provisions by the Bidder can result in immediate termination of this Statement of Work, legal action by the Workers Compensation Board against the Bidder or if circumstances warrant, prosecution under FOIPP.
 19. The Bidder will advise any subcontractor acting on its behalf under the lease agreement of the privacy and confidentiality obligations under this Schedule and will require any subcontractor to maintain those obligations.