

Request for Quotation: Digital Multifunction Device – Copier-Printer GMWC-ADM0002

Closing Date: 13-Nov-15 @ 4.00 PM Atlantic Standard Time

Section One – Terms and Conditions

1. Organizational Overview

1. The Greater Moncton Wastewater Commission was established in 1983 to serve the communities of Moncton, Dieppe and Riverview with a collector sewer system and a wastewater treatment plant. Recent expansion of the Commission has seen the completion of a composting site to facilitate the disposal and recycling of organic solid waste. The Commission has a small team of 15 employees and a commission consisting of 6 appointed members, 2 from each local community.

2. General Overview

1. The Commission is seeking quotations from authorized distributors and / or manufacturers of industry-recognized, high quality, durable, digital laser monochrome and colour multifunction devices with photocopying, printing, scanning, and faxing capabilities (in accordance with the specifications provided herein) for one (1) device for use by the Commission.

3. Proposed Contract Term

- The proposed term of this agreement shall be for a three (3) year period, commencing from the date of award. The Commission may exercise an option to renew the agreement for up to one (1) additional one (1) year period, if it is in the Commission's best interest to do so. Firm pricing shall be provided for Years One (1), Two (2), and Three (3) of the agreement, and a maximum percent price increase shown for the "optional" contract period (Year Four (4)).
- 2. If the Vendor advises at the end of the initial three (3) year contract term that prices will be increased, the Commission reserves the right to either accept the price increase (up to the maximum percentage stated for Year Four (4)), negotiate with the Supplier, cancel the agreement, or award to another Supplier. Any requests for pricing adjustments must be substantiated by relevant economic factors, and must be supported by proof of cost increases such as price increase advisories from key manufacturers, commodity prices, etc. In any event, the maximum price escalation for the optional contract extension period shall not be in excess of the twelve (12) month change in the Consumer Price Index (CPI) published by Statistics Canada in September.
- **3.** The option to extend the agreement for up to one (1) additional one (1) year period shall be subject to mutual consent of the part of the Vendor, provided that the Vendor is not in default hereunder.
- 4. Notwithstanding the foregoing, the agreement shall not be renewed if either party provides written notice to the other party stating its intention not to renew. Such notice shall be provided to the other party at least three (3) months prior to the renewal date hereof.

4. Definitions

1. In this Request for Quotation, except where otherwise qualified, the following terms will be defined as follows:

- 1. "Closing Date" means the closing date as indicated on the cover page.
- **2.** "GMWC" or "Commission" means the Greater Moncton Wastewater Commission;
- **3.** "Proponent" shall mean "Consultant", "Supplier", "Vendor", or "Bidder" (person or company) who submits a Quotation(s) under the RFQ;
- **4.** "Subcontractor" or "Sub-Consultant" refers to any person or firm to whom a Proponent intends to delegate all or part of the execution of the services, to be provided under the Agreement;
- **5.** "RFQ" means this Request for Quotation, including all schedules attached hereto and any Addendum issued hereafter by the Commission;
- **6.** "Quotation" means the submission of a quotation pursuant to article 5 of this RFQ.
- **7.** "Selected Supplier / Successful Proponent" means the Consultant(s), if any, whose Quotation is / are accepted by the Commission.
- **8.** "Contract" means the formal signed agreement between the Commission and the successful proponents.

5. Eligibility of Proponents

- 1. Proponents responding to the public notice are advised that official RFQ documents may only be obtained from the New Brunswick Opportunities Network (NBON) (<u>https://nbon-rpanb.gnb.ca</u>) or directly from the Greater Moncton Wastewater Commission. Only Proponents who have received the RFQ directly from the Commission or through NBON are eligible to submit a Quotation at this time.
- 2. The Proponent shall be an authorized distributor who has been in the business of supplying and providing customer support services for industry-recognized, high quality, durable, commercial-grade digital multifunction devices for a minimum of five (5) years, can provide a minimum of five (5) clients for whom they have provided similar products and services to that specified in the RFQ, and has sufficient labour, equipment and resources available to provide reliable, timely, and professional sales, delivery, and technical support services to the Commission in the manner and capacity required.
- **3.** The Manufacturer shall be a firm regularly engaged in the manufacture of industryrecognized, high quality, durable, commercial-grade digital multifunction devices of the types and capacities required, whose products have been in satisfactory use in a similar capacity for not less than five (5) years.
- **4.** The proposed solution offered shall operate within the parameters set forth in this Request for Quotation document.

6. Submission of Quotations

 All submissions must be received in a sealed envelope clearly showing the Request for Quotation Name, Number, Closing Date and the Proponent's name on the front of the envelope and delivered to:

Greater Moncton Wastewater Commission 355 Hillsborough Road Riverview NB E1B 1S5

- 2. The Commission will accept Quotations submitted by e-mail or facsimile. Proponents should ask for written confirmation of receipt, acknowledging the time and date of receipt.
- 3. If submitting in hard copy, Proponents must submit <u>Two (2) Identical Copies</u> of their Quotation submission.
- **4.** Each Quotation must be accompanied by the following:
 - 1. Responses to the General Requirements and or Specifications;
 - 2. Specific, clear and concise responses for each request for information;
 - **3.** A copy signed by the Proponent of all Addenda issued by the Commission in relation to this RFQ;
 - Detailed pricing information, which shall be shown as line items with applicable unit price, quantity of units, unit of measure, extended price, as well as all "lump sum" items.;
 - **5.** Any other information that the Proponent feels would aid the Commission in evaluating their Quotation (i.e. provide any information which describes which methods, experience, expertise, or other qualifications are unique to your firm, or that differentiate your firm from possible competitors);

Submissions of all RFQ's are final. All documents submitted with respect to this RFQ shall become the property of the GMWC and will not be returned to the Proponent.

7. Quotation Closing

- All Quotations must be submitted to the Greater Moncton Wastewater Commission no later than the closing date of <u>Monday, 13-Nov-15 @ 4:00 PM – Atlantic Standard Time</u>.
- Quotations received after the Closing Date will NOT be considered and will be returned unopened to the Proponents. It is the responsibility of each Proponent to ensure that its Quotation(s) is received at the address referred to in 6.1 no later than the Closing Date and time specified.
- 3. The opening of Quotations will be done and recorded by Commission senior staff.

8. Authorizing Office/Contact

All Quotations must be signed by a representative of the company having lawful signing authority, and include the name of one (1) representative for all communication concerning the Request for Quotation.

9. Requests for Additional Information, Instructions, and/or Clarifications

 All requests for additional information, clarifications or instructions concerning the RFQ and the preparation of Quotations must be emailed to the Commission no later than Seven (7) Working Days prior to the RFQ Closing Date. Questions shall be submitted to: Michael Asplet, Director of Finance & Administration email: masplet@transaqua.ca Written information provided to any Proponent by anyone other than the appointed will not be binding. Oral information must be confirmed in writing to become binding.

- 2. A list of all relevant questions from all Proponents and the Commission's response to each question will be issued to all Proponents in the form of an Addendum. Any Addendum issued as aforesaid by the Commission will automatically, upon its issuance, become an integral part of the RFQ, provided it is issued by the Commission and sent to Proponents at least three (3) working days prior to the Closing Date. Said Proponents will be deemed to have agreed to the terms of any such Addendum and will be automatically bound thereby unless they withdraw or amend their Quotations before the opening. No addendum or responses to questions and additional information will be issued during the 3 days prior to closing.
- **3.** It is the duty of the Proponent to take all appropriate measures in order to obtain all information and instructions required by it to make its Quotation(s) conform to the requirements of the RFQ. No Proponent will be entitled to claim that it or its employees had a lack of information or instructions to support or justify its Quotation(s) or to avoid any obligation, condition or Specification contained in the RFQ or Quotation submission(s).
- **4.** It will be the responsibility of the Proponent to contact the commission 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(s).

10. Modification or Withdrawal of Quotation

- **1.** Prior to the Closing Date, a Quotation(s) may be modified or withdrawn by way of written request to the contact person referred to in 9.1.
- 2. No Quotation(s) can be modified or withdrawn after the Closing Date. No Subconsultant or object or details of a Contract with a Sub-consultant referred to in the Supplier's Quotation or any information relating thereto in a Quotation may be changed after the Closing Date. Once a Quotation has been selected, it may only be amended in detail with the agreement of the Commission and the Proponent upon entering into negotiations. The right to negotiate is specifically and hereby reserved by the Commission.

11. Validity of Quotations

1. All Quotations must remain valid and open for acceptance by the Commission for a period of ninety (90) working days after the Closing Date. This period may be extended in writing by the Commission.

12.Insurance

1. The successful Proponent shall be required to provide proof of **Commercial General Liability (CGL) Insurance <u>listing the Commission as "Additional Insured"</u> in a minimum amount of two million dollars (\$2,000,000) for <u>each claim</u>, which shall indemnify and save harmless the Commission from all suits and actions for damages and costs to which the Commission may be put by reason of injury to or death of persons and damage to property resulting from negligence, carelessness or any other circumstances caused by the Proponent which may arise in the performance of this work. The Proponent shall be responsible for full payment of the deductible portion of all claims under this clause.**

- 2. Proof of Insurances shall be provided to the Commission prior to the commencement of the Contract. Such proof shall contain assurances that the policy cannot be cancelled during the term of the Contract.
- **3.** Written notification of any changes in the Insurance Policy, Insurance Company, must be given to the Commission in writing, thirty (30) days prior to the date the change will take effect.
- **4.** Insurance contracts shall be procured from a Canadian based Insurance Company licensed to do business in the Province of New Brunswick. Any and all claims shall be settled in Canadian Funds and must be stated on the policy.
- 5. All insurances shall remain in effect for the duration of the contract period.

13. Worker's Compensation

- The Workers Compensation Act of New Brunswick requires employers who employ three (3) or more workers at any one time to register with WorkSafe NB.
- 2. The successful Proponent will be required upon written request by the Commission to provide the Commission with a certificate which verifies registration in accordance with Regulation 82-13 under the <u>Workers' Compensation Act</u>, and which states that the Proponent's assessment has been paid and the account is in good standing.
- **3.** If the successful Proponent does not currently retain Workers' Compensation coverage, you will be required to register with WorkSafe NB, and submit a letter to the Commission stating that the Proponent's assessment has been paid and the account is in good standing, in order to receive a contract from the Commission to supply the services described herein.
- 4. Under the requirements of the New Brunswick <u>Occupational Health and Safety Act</u>, the Act defines the minimum acceptable standard for Health and Safety to which the employers must comply. A copy of the Act and the Regulations can be obtained by contacting WorkSafe NB (Regulation 91-191). The Commission requires that the Proponent comply with these minimum standards.

14.Permits and Licenses

1. The Proponent 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 Proponent shall be responsible for all damages, fines, assessments or any other liability whatsoever and shall indemnify and save the Commission harmless from and against all damages and liability, which may arise out of the failure of the Proponent to obtain and pay for such licenses and permits and to comply fully with any and all applicable laws, ordinances and regulations.

15.Subcontractors / Sub Consultants

 Proponents must, where applicable, specify in its Quotation, the name of each Subcontractor / Sub-Consultant, and details of all the subcontracts it proposes to enter into with each of them. Proponents must also demonstrate in their Quotation(s) the qualifications of each Subcontractor / Sub-Consultant, and capacity to perform in conformity with the RFQ and the Quotation. The Subcontractor(s) / Sub-Consultant(s) will be expected to meet the same standards and quality of work as those required from Proponents.

- 2. Proponents will be responsible for all aspects of the work carried out by the Subcontractor(s) / Sub-Consultant(s). Proponents will be solely responsible for the quality of service and / or materials supplied by their Subcontractors and Sub-Consultants. Proponents will have the responsibility to coordinate all activities related to their Subcontractors / Sub-Consultants. The Commission retains the right to approve all Subcontractors / Sub-Consultants; however, any approval of Subcontractors / Sub-Consultants by the Commission shall not diminish the responsibility of the successful Proponent.
- **3.** If a Quotation with Subcontractors / Sub-Consultants is selected and the successful Proponent wishes to substitute one Contractor / Consultant for another, the decision will be permitted only at the sole discretion of the Commission.

16. Conflict of Interest

 All Proponents and / or Proponent's Partners / Suppliers / Contractors / Subcontractors / Sub-Consultants shall disclose any interests that could conflict with the interests of the Commission.

17. Grounds for Disqualification

1. Proponents are requested to direct all questions regarding the RFQ via email to:

Michael Asplet, Director of Finance & Administration <u>email</u>: <u>masplet@transaqua.ca</u>

Any attempt on the part of the Proponent or any of its employees, agents, Contractors or representatives to contact any of the following persons for the purpose of lobbying, influencing, with respect to this RFQ shall lead to disqualification:

- **1.**Any member of the Quotation Review Committee or other advisor to the Quotation Review Committee;
- 2. Any member of the Commission;
- **3.**Any employee of the Commission, with the exception of the individual named above;
- **4.**Any Project Consultant / Engineer retained by the Commission to assist staff and / or the successful Proponent with the preparation of tender specifications, and / or execution of the work.

18. Governing Law

1. This RFQ shall be governed by, and construed in accordance with the laws of Canada and New Brunswick. If a Proponent's RFQ submission is accepted, the Proponent agrees to submit to the exclusive and irrevocable jurisdiction of the New Brunswick Courts.

19. Laws, Acts, Regulations, Bylaws and Codes

 The successful Proponent and their Subcontractor(s) / Sub-Consultant(s) shall be responsible for carrying out the works in accordance with all Federal, Provincial and Municipal Laws, Acts, Regulations, Bylaws and Codes.

20. Infringements and Indemnifications

1. Proponents shall protect, defend and save the Commission harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction or form of the work covered by either order or Contract. Proponents further shall indemnify and save the Commission harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the Proponents, and / or the agents, employees, successors or assigns of the Proponents.

21. Proponent's Responsibilities / Requirements

- This RFQ document lists only major details with respect to the products and services required; therefore, it is the Proponent's responsibility to provide all labour, materials, tools, equipment, software and incidentals required to supply and deliver a Digital Multifunction Device on an "as required" basis, in accordance with the Terms & Conditions, and Specifications detailed herein.
- All work shall be performed by qualified individuals, in order to produce a professionally completed job. The successful Proponent shall work closely with designated Commission staff to ensure that the project is successfully completed within the established timeframe.
- **3.** Is it the sole responsibility of the Proponent to become familiar with and understand the nature and extent of the work to be executed. Information on any matter derived from existing plans, specifications or supporting documentation shall not in any way relieve the Proponent from his obligations in completing the terms of the contract. All details with respect to the scope of this supply agreement, whether in temporary or permanent work, may not be included in this RFQ document; however, these items shall be considered as included in the scope of the Contract. On submission of the bid, it shall be understood that this has been done and provisions for all risks, incidental items, and contingencies are included in the RFQ price.
- 4. All Specifications detailed in Request for Quotation #RFQ13-023 shall be considered as the "minimum" acceptable Specifications, unless specified otherwise. The apparent silence of these Specifications and any supplemental Specifications as to any detail, or the omission from the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct

type, size and design are to be used. All interpretations of these Specifications shall be made on the basis of this statement.

- 5. All products offered by the Proponent shall be the LATEST IMPROVED MODEL IN CURRENT PRODUCTION, as offered to commercial trade, and shall be of quality workmanship and material.
- By submitting a Quotation, Bidders represent that all materials, accessories, and other products to be supplied under the scope of this Contract are new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, REFURBISHED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

22. Evaluation Criteria

- Quotations submitted by non-eligible Proponents, incomplete Quotations or Quotations which do not comply with all of the requirements of this RFQ, contain false information or the contents of which do not permit a full analysis thereof, will not be considered by the Commission. General statements or restatements of the conditions of the RFQ will not be satisfactory to the Commission.
- **2.** At the close of the submission period, quotations will be evaluated by a team comprised of commission staff.
- 3. ONLY THOSE QUOTATIONS MEETING ALL MANDATORY REQUIREMENTS DETAILED IN SECTION II – SPECIFICATIONS AND APPENDIX AWILL RECEIVE FURTHER CONSIDERATION, and will be subjected to the Evaluation Criteria specified. Therefore, it is essential to ensure Vendors provide a clear, unambiguous response to each mandatory specification. Mandatory specifications contain the words "shall", "will", or "must".
- 4. Where the RFQ document stipulates a mandatory requirement, and your firm can only offer a variation to the mandatory requirement as part of your proposed solution, PROPONENTS ARE STRONGLY ENCOURAGED TO SUBMIT WRITTEN REQUESTS FOR APPROVAL OF THE PROPOSED VARIATION(S) UP TO TEN (10) WORKING DAYS PRIOR TO THE RFQ CLOSING DATE. Such requests shall be accompanied by complete descriptive and technical information so that a proper evaluation can be made. The Vendor's proposed variation must meet or exceed all of the specifications attributed to the requirement stipulated in the RFQ document.
- 5. When a request for approval of a variation to a mandatory requirement is made, the Commission may grant approval, at which time a written Addendum to this effect will be issued to all registered Bidders. If a variation is approved, Bidders may use that item in place of the specified requirement.
- **6.** In the submission of Quotations incorporating approved variations to mandatory requirements specified, Proponents shall include in their response, any changes required in the work to accommodate such variations. A later claim by the Proponent for an addition to their original tendered price because of changes in work necessitated by the use of an approved variation(s) shall not be considered.

- 7. Proponent selection will be on the basis of those Proponents providing the greatest overall benefit to the Commission, and will include, but not be limited to, the completeness of the RFQ response, price, compliance with all Specifications / Terms of Reference, relevant past experience and / or references, and any other factors which the Commission deems appropriate in the determination of the Proponent as a responsive and responsible Proponent and best value to the Commission.
- **8.** In addition to the general evaluation criteria specified above, Quotations shall be evaluated on the following weighted criteria:

Evaluation Criteria	Weighting
Adherence to Mandatory Specifications	Yes / No
Service and Support	25%
Client References	20%
Life Cycle Costs (Leasing and Operating Costs)	55%
Total	100%

- **9.** The Commission, at its discretion, may seek clarification of any aspect of any Quotation with one or more of the Proponents at any time. Negotiations with any Proponent shall not oblige the Commission to enter into a Contract with any Proponent or be construed as an acceptance of the Quotation.
- **10.** In addition to reviewing the written Quotations, the evaluation process may include, at the sole discretion of the Commission, a formal interview with one or more of the Proponents involved in the Quotation to allow Commission staff to verify the capability and resources of the Proponent.
- **11.** The Commission has no obligation whatsoever toward Proponents as a result of the acceptance or rejection of any Quotation. By submitting a response to this Request for Quotation, Proponents acknowledge and accept that they cannot challenge, in any way whatsoever, the Commission's decision to accept or reject any Quotation, nor request any compensation, or claim damages as a result thereof.

23. Cost of Preparation of Quotations

 All expenses incurred by the Proponent in connection with the preparation of its Quotation, including, without limitation, the cost of oral presentations (if requested) shall be borne by the Proponent. The Commission shall not incur any obligation whatsoever toward the Proponent whether said Quotation is accepted or rejected. All Quotations shall become the property of the Commission and will not be returned to the Proponent.

24. Agreement / Contract

1. Unless otherwise agreed upon or amended in writing by the Proponent and the Commission, the selection of a Quotation shall be binding upon the selected Proponent, and the Terms & Conditions and undertakings of this RFQ document will form part of

that agreement unless the agreement provides otherwise. The agreement shall be binding upon and inure to the benefit of the Commission and the Proponent and their respective successors and permitted assigns.

- **2.** No alterations or variations of the terms of the Contract shall be valid or binding upon the Corporation unless authorized in writing by the General Manager.
- **3.** The Commission is neither bound to accept the lowest priced Quotation, nor to accept any Quotation which is submitted. If an award results from this RFQ, the award may not be exclusive. The Commission may choose to work with the other consultants or inhouse resources for specific tasks. The Commission is not bound to justify its decision with respect to the selection or rejection of any Quotation.
- **4.** It is the Commission's intention to prepare and execute a formal written agreement "Contract" between the Commission and the successful Proponent within thirty (30) working days from the date of acceptance by the Commission.

25. Cancellation of Contract

- 1. In the event that the successful Proponent fails to comply with the Terms and Conditions, and Specifications outlined in this Request for Quotation document or the "Contract", the Commission reserves the right to cancel the Contract within thirty (30) calendar days of delivery of written notice to the Proponent and to award it to another Proponent without penalty or action against the Commission. This will include, but not be limited to, unsatisfactory performance by the Proponent, to the Proponent and to its employees and / or Sub-Consultants, significant or repetitive deficiencies, excessive delays or inability to comply with agreed to delivery milestones, use of inexperienced / unqualified staff, poor quality of service and / or products, and / or unresolved problems. The Commission maintains the right to determine the level of performance that is satisfactory.
- **2.** In addition to any investigation of complaints, the general performance of the Proponent and its employees shall be assessed on an ongoing basis and any deficiencies or complaints noticed shall be reported in writing.
- **3.** In the event that insufficient funds are appropriated to the Commission for these services in any fiscal year or insufficient funds exist to continue the service, the services will be postponed and the Contract terminated or postponed upon thirty (30) calendar days written notice.
- 4. The Commission also reserves the right to terminate the Contract(s) for any other reason for which the Commission must, or deems necessary, to determine the Contract(s). Thirty (30) calendar days written notice shall be provided to the successful Proponent(s).

26. Inspection and Acceptance of Product

 Any article of the Digital Multifunction Device which fails to meet Specifications as to material, accessories, workmanship, or proper configuration, is subject to rejection. Equipment that is deemed unacceptable will be returned to the Vendor, at the Vendor's expense, and replaced with an acceptable Digital Multifunction Device, in a timely manner.

27. Invoicing

- **1.** The successful Proponent will be issued a Standing Purchase Order agreement by the Commission, or a Leasing Agreement may be signed by both parties.
- **2.** Invoices shall be directed to:

Greater Moncton Wastewater Commission Accounts Payable 355 Hillsborough Road Riverview NB E1B 1S5

- **3.** In addition to the H.S.T. Registration number, Vendors are required to provide the amount of H.S.T. separately on all invoices.
- 4. <u>Contract/Purchase Order Number must appear on all invoices.</u>
- **5.** It is the Commission's preference to pay the lease cost annually, and the maintenance/operating costs ("cost per copy" charge) monthly, quarterly or otherwise proposed in arrears.

28. Payment Terms

- 1. Proponents are requested to include any proposed payment terms with their RFQ submission. In the event a Proponent does not specify a payment term, the Commission's standard payment term of "Net 30" days from date of monthly progress invoices shall prevail.
- Payment(s) shall be authorized upon verification that the work completed meets the Project Requirements, and has been completed in accordance with the Terms and Conditions of the Contract, to the satisfaction of the Commission.

29. Greater Moncton Wastewater Commission's Rights:

- The Commission reserves the right to request and receive additional information as required from Proponents within a reasonable length of time, in order to complete the RFQ evaluation(s). Notice will be given to all Proponents of the additional information required.
- **2.** The Commission reserves the right to award based on the specified evaluation criteria and not necessarily pricing; however, available budgeted monies shall be taken into consideration.
- **3.** Based on available funding, the Commission reserves the right to delete components from this RFQ and negotiate changes to more fully meet the Commission's adjusted needs.
- **4.** The Commission reserves the right to award this RFQ in whole, or in part to more than one (1) Proponent, as may be deemed to be in the Commission's best interest.
- **5.** The Commission reserves the right to make interim arrangements if the successful Proponent or its agents are affected by strikes, lockouts, Acts of God, or any other

disturbances which render the Proponent unable to perform the services specified herein.

- **6.** The Commission reserves the right to determine acceptability of deviations and / or equivalencies.
- **7.** The issue of this RFQ or any negotiations with a Proponent after the Closing Date does not bind the Commission to enter into a Contract to purchase the services described herein.
- **8.** The Commission reserves the right to terminate the Contract within thirty (30) calendar days written notice should ownership of the service provider change.
- **9.** The Commission reserves the right to award in its best interest. RFQ's offering the lowest price or any price need not necessarily be accepted.
- **10.** The Commission also reserves the right **NOT** to award this RFQ due to budgetary or any other reasons.

Section Two – Specifications

Note: Proponents shall promptly notify the Commission in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the scope of work below. Interpretations, corrections or changes made to the RFQ document shall be made by issue of an addendum document

30. Scope of Work

- This specification is for the supply and delivery of a Digital Multifunction Device (Copier / Printer) for exclusive use by the Commission. The equipment must be designed for commercial use in a standard office environment, and be manufactured in accordance with the mandatory specifications detailed herein.
- 2. As previously stated, ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER FOR YOUR FIRM'S QUOTATION SUBMISSION TO RECEIVE FURTHER CONSIDERATION; therefore, it is essential to ensure Vendors provide a clear, unambiguous response to each mandatory specification. Mandatory specifications contain the words "shall", "will", or "must".
- **3.** After consideration of the specifications, technical requirements, historical usage and Commission office requirements, the Proponents is requested to submit quotations for a device or priced options for devices that the proponent believed fill the Commission's requires at an appropriate cost benefit level. Proponents are requested to justify their proposed device in detail.

31. General Device Specifications / Technical Requirements

- Multifunction Devices (MFDs) must be supported on Windows, Red Hat Linux and Mac O/S operating systems.
- 2. MFDs must be configurable to obtain user credentials from LDAP or Active Directory.
- 3. MFDs must be configurable to scan to a shared network drive.
- 4. MFDs must be configurable to e-mail.
- **5.** The multifunction device must ensure that all scanned images are minimized in size (i.e. not RAW or uncompressed).
- 6. MFDs must have the ability to scan to PDF.
- **7.** Black-and-white must be enabled as the default print setup at the time of each delivery, unless otherwise requested.
- **8.** Duplex printing must be enabled as the default print setup at the time of each delivery, unless otherwise requested.

32. Historical Usage, Requirements and Legacy Hardware

- 1. The Commission currently utilises a Ricoh Aficio MP C2800 multifunction device for its centralized printing, copying, faxing, and scanning, with a SR790 finisher unit installed, and two additional paper banks of 500.
- **2.** The Commission's average monthly copy/print volumes for 2015 are:

 Black and White: 	@2,800
2.Colour:	@1,500

- **3.** Colour and Black and White scans are currently sent to folders on the Commission server and emailed directly from the machine to preprogrammed Commission email addresses. Documents scanned are often doubled sided, up to 11 x 17 is size.
- **4.** Double siding is the preferred print output.
- 5. Limited stapling of documents is done.
- 6. Sorting of copies/prints is required.
- 7. Letter (8 ½ x 11) paper is used as default.
- 8. 11 x 17 is often used, both black and white and colour
- **9.** 8 ½ x 14 is sometimes used
- **10.** Fax volume, both sent and received is minimal, but required.
- **11.** The current lease term finishes 31 March 2016.

33. Account Management

- 1. The successful Proponent will be required to provide billing on a "per device" basis.
- 2. The proposed MFDs must provide, at minimum, the ability for Commissioner administrative staff to retrieve page count data from managed devices and to upload page counts for billing purposes via the Internet. Automated reading or upload of page counts directly from the device without manual intervention is preferred.

34. Leasing Period

1. All units leased under the scope of this agreement shall be leased on a three (3) year term. If the Commission wishes to retain the unit for any length of time beyond the three (3) year lease term, the Commission shall execute a twelve (12) month lease extension, or retain the unit as a "month-to-month rental". Rental costs (the monthly unit rental cost, and the "cost per copy" cost) shall be billed to the Commission on a monthly basis, based on the pricing in effect at the time the lease period has expired (Year Four (4)). The Commission shall provide a minimum of thirty (30) days written notice to the successful Proponent when it wishes to terminate a rental agreement.

35. Leasing and Operating Costs

- 1. The annual base "lease" costs proposed herein shall represent the cost to the Commission to retain ownership of the digital multifunction devices proposed by the Vendor, and shall include all delivery, set-up, installation, configuration, and training costs for the base unit. Equipment upgrade options or additional accessories shall be priced separately from the "base lease cost".
- 2. The "operating" costs proposed herein shall represent the cost to the Commission to operate the proposed equipment (on a "cost per copy" basis), and for the Vendor to supply all replacement toner, drum kits, developer, on-site technical support, parts, travel, delivery and installation of replacement parts throughout the term of the equipment lease. The cost for paper supplies, and staples shall NOT be included as part of the "cost per copy" charge.

3. No minimum number of copies will be specified. Vendor shall bear all costs for labour and parts required to maintain the copy machine in good working order and make all necessary adjustments, replacements, and repairs caused by normal wear and tear.

36. Service Level Requirements

- 1. Proponents must meet the device availability and reliability standards listed below, and provide periodic reporting to the Commission detailing all reported service issues and times to resolution. Reporting frequency shall be negotiated with the successful Proponent.
 - **1.** Per Device Availability (measured monthly): 95% minimum.
 - **2.** Per Device Reliability (measured monthly): Maximum three (3) service calls in one (1) month OR maximum seven (7) service calls in twelve (12) consecutive months
 - **3.** Maximum Time to Repair (measured monthly): Maximum of eight (8) business hours 95% of the time

Section Three – Quotation Submission Guidelines (One Per Recommended Device)

Contact Email/Phone:			
Client References for Service Level Support Consideration:			
Contact Email/Phone:			
Contact Email/Phone:			
Contact Email/Phone:			

Multifunction Device Pricing:

Year	Pricing
One	
Тwo	
Three	
Four (Optional)	
Five (Optional)	

Pricing shall be in Canadian funds and include freight, duty, sales tax and all taxes, rates and charges which are applicable at the time of RFQ submission. It is the responsibility of the Proponent to find out from the appropriate authorities what taxes, rates and charges are applicable to this RFQ.

The amount of Harmonized Sales Tax (H.S.T. @ 13%) shall be considered "extra" to all RFQ pricing.

Please Attach Device Justification Documentation With This Form