



## REQUEST FOR PROPOSAL

### **RFQ 2023-07 Multi-Function Photocopiers and Service**

Proposals must be received by 2:00 p.m on July 28<sup>th</sup> 2023  
in a sealed package marked

**“RFQ 2023-07 – Multi-Function Photocopiers and Service”**

Delivered to:  
The Corporation of the Town of Minto  
Attention: Gordon Duff, Treasurer/Deputy CAO  
5941 Highway # 89  
Harriston Ontario  
NOG 1Z0

There will be a public opening for this Request for Quotation. Any award is subject to approval of the Town of Minto Council.

If the proposal arrives after the above deadline, the Town reserves the right, entirely at its discretion, to give or not give such proposal consideration.

Should a contract result from this proposal the name(s) of the successful bidder will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders become records of the municipality and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

This document consists of a Title Page (page 1), Form of quotation (page 2), and Bid Document (page 6). Bidders must review all sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

## Form of Quotation

### a) **Definitions**

The following definitions shall apply throughout the Quotation:

- “Agreement” refers to the agreement between the Town of Minto and a bidder.
- “Award” refers to the selection by the Town of Minto of a successful RFQ for the provision of the goods, services and/or supplies under this process.
- “Bidder” refers to any person or corporation participating in this RFQ.
- “Town” refers to Corporation of the Town of Minto.

### b) **Qualifications**

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this RFQ and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this RFQ, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this RFQ.

### c) **Instructions**

All pages of this document shall be returned with the RFQ submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, and included in a sealed envelope, or in the envelope supplied if applicable.

### d) **Warranty**

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this RFQ, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

I have authority to bind the company.

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

**e) Process for Receipt and Opening of RFQ**

- i. The form of RFQ and other documents that make up the bid shall be placed in a sealed envelope, along with any bid deposit or security outlined in the RFQ and delivered to the Town office where the sealed envelope will be date stamped and a list compiled of sealed bids received for the provision of goods, services and/or supplies.
- ii. On the Closing Date sealed bids received and marked will be opened and the names of the bidders will be recorded by the Opening Committee at the Town of Minto Municipal Office. In some cases, the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.
- iii. The Opening Committee will consist of the Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Finance Department and Clerk's Division, or designates. Unless specified otherwise, opening of the RFQ shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- iv. Unless specified otherwise the Town will not accept a response to this RFQ by facsimile or other electronic means.
- v. All bids must be clear and readable. Erasures, overwriting or strikeouts shall be initialed by the person signing the bid.
- vi. Late bids will be returned unopened.

**f) Privilege Clause**

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a bid, or may recall the RFQ at a later date:

- i. When only one bid has been received;
- ii. Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods, services and/or supplies;
- iii. When all bids received fail to comply with the specifications of the RFQ terms and conditions;
- iv. Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a bid. Award of the successful bid shall be subject to approval by the Council of the Town of Minto.

**g) Communications**

Any communications regarding this RFQ must be addressed to the Primary Town Contact listed on the Title Page of this document.

**h) Withdrawal or Revisions of Bid**

A bidder may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to

the Department Head responsible for the RFQ who will exchange the original sealed bid with the replacement sealed bid which will be marked and identified in accordance with part e) above. Requests made by telephone or fax will not be considered. The previously submitted bid will be returned unopened to the bidder.

**i) Alterations or Variations**

No alterations or variations of the RFQ shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

**j) Accuracy of Bid Document and Related Material**

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this document, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the bid documents other than those prepared in writing. In no event shall bidders rely on any oral statement by the Town or its agent, advisors, or consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

**k) Oral Explanation of Interpretation**

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the bid document.

**l) Due diligence**

Bidders are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their submission. It is the bidder's responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

**m) Addendum**

By the issuance of a cancellation or addendum, the Town may cancel the RFQ, revise, delete, add to, or substitute any part of the bid document, extend the Closing Date; or provide an explanation or interpretation.

**n) RFQ Costs**

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

**o) Claims or Litigation**

The Town shall reject all bids submitted by a bidder if that bidder (or a related person, as determined by Council) is engaged in a legal action (including arbitration) with the Town unless Council waives this provision, in its sole and absolute discretion.

**p) Freedom of Information**

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

**q) Non-Lobby**

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

**r) Town of Minto Purchasing or Procurement By-Law**

This RFQ is subject to the Town of Minto's Procurement By-Law in effect at the time of the call for goods, services and/or supplies.

## **Bid Document**

### **1. Background**

The Town of Minto Municipal Office is located at 5941 Highway #89 Harriston, Ontario NOG 1Z0. The Town intends to lease two (2) copiers for a period of not less than five years. The lease would include the supply, delivery, installation, training, device supplies, ongoing service and support.

The purpose is to provide multi-function devices using the latest technology and establishment of a partnership with a vendor that can provide the Town with maintenance service at the best possible value. The agreement will have one vendor with a service commitment for approximately five (5) years.

The Town currently leases two (2) Canon multi-function colour copiers. The equipment is multi-functional equipment with copying, faxing, scanning and printing functions. All equipment must fit the space currently used. Copier noise level, when in stand-by mode, shall not produce a noise level from fans or other devices that exceed the normal office background noise level as determined by the Town.

Currently, the high volume copier produces about 14,000 copies per month, allocated equally between colour and black & white copies. The low volume copier has an output of about 750 copies per month with two thirds being in black & white and the remaining one third in colour.

At a minimum, the high volume colour copier shall have the following capabilities. These features should be met or exceeded:

- Colour printing, scanning, emailing and copying
- Copier should support the send to e-mail function
- 35-60 CPM for colour letter size; scan once print many;
- Zoom magnifications of 50-400%
- Automatic 2-sided copying, capability of 1:2, 2:2, and 2:1 for letter, legal, and 11"x17" size
- Automatic document feeder
- Fax
- Offset stacking and finishing capabilities with minimum one position stapling minimum of 20 sheets of 20lb paper
- Minimum 4 paper sources, and minimum sheet capacity of 500 with bypass tray for the purpose of printing on specialized stock
- Two 8 ½ x 11 paper trays – minimum 500 sheets
- 8 ½ x 14 paper tray – minimum 500 sheets
- 11 x 17 paper tray – minimum 500 sheets
- Provide Energy Star rating and automatic power down and sleep settings
- The copier should allow for confidential printing functions

Optional Features:

- Folding & Stuffing Module

At a minimum, the lower volume copier shall have the following capabilities. These features should be met or exceeded:

- Colour printing, scanning, and copying
- 35-60 CPM for letter size; scan once print many
- Zoom magnifications of 50-400%
- Automatic 2-sided copying, capability of 1:2, 2:2, and 2:1 for letter and legal size
- Automatic document feeder
- Minimum 3 paper sources, and minimum sheet capacity of 500 with bypass tray for the purpose of printing on specialized stock
- 8 ½ x 11 paper tray – minimum 500 sheets
- 8 ½ x 14 paper tray – minimum 500 sheet
- Energy Star rating and automatic power down and sleep settings

Please indicate the billing/payment cycle.

There should be a separate annual maintenance agreement based on a charge per copy broken down between colour and black & white.

**Training**

Minimum of ½ hour training session for staff to review the functionality of the machine.

**Supplies and Service**

The vendor shall provide at no additional charge to the Town, non-toxic toner, staples, waste toner containers and any required supplies for the maintenance of the equipment. Paper is not included.

The vendor shall provide telephone support and a toll-free telephone number or a website for placing service calls, which will be available Monday through Friday, 8:30 am to 5:00 pm. A technician shall arrive at the Town municipal office within one (1) business days of the initial service call. Failure to meet this commitment upon three (3) occasions shall be subject to a penalty. The vendors service technicians shall be certified by the Original Equipment Manufacturer (OEM). The vendor shall use manufacturer's original parts when doing repair work.

Delivery, installation, set up and training charges are to be reflected in the pricing contained in the proposal form.

**Time Frames**

The successful proponent of the award of the equipment and its service will be expected to provide a service contract for approximately sixty (60) months.

The contract will be awarded for a five (5) year period commencing upon installation. All prices shall be considered firm for one year. Price increases/decreases will be considered on the annual renewal date. Increases in maintenance agreement pricing, if any, may not exceed 2% annually. In the event that a price increase is not acceptable to the Township, in its absolute discretion, the Township reserves the right to terminate the agreement.

#### **Acceptance of Proposal**

The Township is not bound to accept the lowest priced proposal or any of the proposals submitted.

#### **2. Submissions**

RFQ's submitted in envelopes clearly marked as to contents, will be received at the Town of Minto Administration Office:  
5941 Highway 89  
Harriston, ON N0G 1Z0, until 2:00 pm, local time on: Friday July 28, 2023

#### **3. Scope of Work**

The scope of this quotation is for lease of two (2) colour copiers as described.

#### **4. Freedom of Information and Protection of Privacy**

Submissions by bidders become records of the municipality and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

#### **5. Qualifications**

No bidder shall submit under this quotation unless they have the skills, ability and qualifications to provide the goods, services and/or supplies in accordance with applicable federal or provincial law, and shall demonstrate such skills, abilities or qualifications explicitly in the quotation if required to do so in the bid documents, or prior to the award if requested to do so by Town representatives at their sole discretion.

#### **6. Completion Date**

Bids are to be submitted before Friday July 28, 2023, at 2:00pm. The Municipal Review Committee will evaluate quotations. If the Municipal Review Committee wishes to interview any firms, they will occur prior to making a recommendation to Council.

#### **7. Agreement**

Prior to proceeding with the work required by this quotation, the successful firm or firms shall be required to enter into an agreement with the Town to stipulate mutually agreeable terms for completing required work.

#### **8. Evaluation**

Bids submitted for goods, services and/or supplies under this RFQ shall be reviewed using the following general criteria:

- The Town is satisfied that such purchase represents "best value" to the Town considering requirements of its purchasing By-law and applicable policies.



- Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

## **9. Applicable Law**

This RFQ and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

## **10. No Town Obligation to Award**

Publication of this RFQ and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award the RFQ or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 8 Evaluation.

The Town of Minto reserves the right to cancel this RFQ for any reason without any liability to any proponent, or to waive irregularities at their own discretion. RFQ's shall be irrevocable until the Town of Minto awards a contract, or cancels this RFQ, whichever occurs first.

The Town of Minto reserves the right to reject any or all RFQ's, to negotiate with any firm submitting an RFQ and to accept the RFQ deemed most favourable in the interests of the Town of Minto.

The lowest or any quotation may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the bidder in preparation of the RFQ.

## **11. WSIB / Insurance**

In response to any requirement in any RFQ, or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the RFQ.

## **12. Insurance**

Prior to any award of any RFQ, or upon request, bidders shall, at their expense provide certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

- a) \$2 million – commercial general liability. Such policy shall contain:
  - i. “Cross Liability” clause or endorsement
  - ii. An endorsement certifying the Town of Minto is added as an additional insured.
  - iii. An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Minto.

**13. Health and Safety**

The Town of Minto is serious in its application of Health and Safety protocols. Bidders are expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of any contract without financial penalty to the Town. Bidders shall provide to the Town a copy of their Health and Safety policy upon request, or a written statement that they have a Workplace Health and Safety policy in effect.

**14. Environment and Energy Efficiency**

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

**15. Payment**

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto Council

**16. Indemnity**

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

**17. Errors and Omissions**

The Town shall not be held liable for any errors or omissions in any part of this Bid request. The Town has made every effort to ensure information contained herein is accurate, but information in the proposal is intended to provide guidance to potential bidders. Information provided is not necessarily comprehensive or exhaustive and nothing in this bid is intended to relieve bidders from conducting their own research, forming their own opinions and conclusions respecting the matters contained in this proposal. The Town is not responsible for any costs incurred by any bidder in considering or responding to this proposal.

**18. Approval**

Proposals submitted shall be irrevocable on Friday July 28, 2023, at 2:00 pm. All bidders shall honour terms contained herein for a period of 90 days. Award of any of the work outlined in this proposal is subject to approval by Council the Town of Minto including any agreement negotiated with the successful firm or firms.

**19. Disqualification of Proponents**

The Town at its sole discretion may exclude a proponent from eligibility or may summarily reject a proposal where one of the following circumstances has occurred:

- a) The Proponent has been, or is involved in litigation with the Town, its elected officials, officers or employees
- b) The Proponent and or representative firm has failed to pay an amount due to the Town
- c) There is documented evidence of poor performance, non-performance or default by the Proponent respecting any contact with the Town
- d) The Proponent or its personnel has demonstrated abusive behavior or threatening conduct toward Town staff, their agents or representatives
- e) The Proponent has been convicted of a criminal offense for fraud, theft or similar
- f) The Proponent has been convicted of an offense pursuant to the Occupational Health and Safety Act as amended where the circumstances in that conviction demonstrate a disregard for the health and safety of its workers or the general public.

Proponent in this section includes any partner, principal, director or officer of the firm as well as any other legal entity associated with the bidder or the firm.

**20. Site Visit**

Site visits may be arranged at a mutually convenient time by contacting Gordon Duff at [gordon@town.minto.on.ca](mailto:gordon@town.minto.on.ca).

**21. Council Approval**

The awarding of a contract is subject to approval by the Town of Minto Council to the successful Proponent. Minto reserves the right to cancel this RFQ should Council approval not be received.

**22. Inquires**

For further information regarding this RFQ contact:  
Gordon Duff, Treasurer / Deputy CAO  
[gord@town.minto.on.ca](mailto:gord@town.minto.on.ca)



## Request for Quotation

RFQ #2023-07  
Multi-Function Photocopiers and Service

Proposals must be received by 2:00am on Friday July 28, 2023  
in a sealed package marked

**“RFQ 2023-07 –Multi-Function Photocopiers and Service”**

Delivered to:

The Corporation of the Town of Minto  
Attention: Gordon Duff, Treasurer/Deputy CAO  
5941 Highway #89  
Harriston, Ontario  
N0G 1Z0

Bidder Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

### Town Use Only

Date and Time Received: \_\_\_\_\_