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Building *Nunavut* Together
Nunavut iuqatigiingniq
Bâtir le *Nunavut* ensemble

GOVERNMENT OF NUNAVUT

STANDING OFFER TENDER for

The Purchase or Lease of Photo Copier Equipment

Nunavut

RFT 311093

Issue Date: October 29, 2021

Closing Date: November 12, 2021



**REQUEST FOR TENDERS
STANDING OFFER AGREEMENT
INSTRUCTIONS TO BIDDERS**

Tender Reference Number (Refer to this # when making enquiries)	RFT 311093
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FAX TENDER TO:
Community & Government Services
 Purchasing, Logistics & Contract Support
 P.O. Box 1000 – Station 1600
 Iqaluit, NU X0A 0H0
Fax No: 1 - (867) 975 – 5450
ATTENTION: Joey Ford, Procurement Officer

TENDERS MUST BE RECEIVED PRIOR TO:
 Iqaluit Local Time (indicate am or pm): **14:00 ET**
 Date (Day/Month/Year): **November 12, 2021**
TENDER AUTHORITY: Joey Ford
 Telephone: (867) 975-5468
 E-Mail: jford@gov.nu.ca

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Standing Offer Agreement for lease or Purchase of Photo Copier Equipment

The RFT and Standing Offer Documents consist of the following:

1. Instructions to Bidders & Contract Call-Up Procedures – 8 pages
2. Appendix B – Call up instructions and Call up form – 2 pages
3. Appendix B – Purchase Order Terms and Conditions – 7 pages
4. Appendix C – Description of Work – 5 pages
5. Appendix D - Tender Forms - SOA Bid Sheets - 9 Pages
6. Appendix E – Tender Form – SOA Bid Sheet – 1 Page

GENERAL

1. A Standing Offer Agreement is not a contract. The GN is not bound to purchase any services whatsoever and does not guarantee a minimum volume of individual contract awards as a result of this RFT. No contractor shall acquire any legal or equitable rights or privileges for any work or services whatsoever until an individual contract for the work or services is signed and issued by the GN. Individual contracts shall only arise when a Call-Up is made against the SOA in accordance with the Call-Up Procedures set out herein.
2. The Term of the Standing Offer Agreement will be one year from award notice date; therefore bids will be irrevocable for the period of the Standing Offer, unless formally rejected prior to 2 months from tender closing date.
3. A contractor found to be lacking the responsibility or capability to assure proper performance of the work, or delivery of the services, may be deemed 'Not Responsible' by the CGS Contracting Authority for the purposes of this SOA and may be removed from the SOA by written notice.
4. A contractor who has defaulted on a contract for similar services within the last twelve (12) months may also be deemed 'Not Responsible' by the Contracting Authority and prohibited from bidding on future RFTs until such time as the contractor can satisfy the GN that it has corrected all documented deficiencies and grievances against it.

Fill out the Contractor Offer section with the company name, address, phone and fax numbers. Acknowledge any addenda issued during the tender period, and sign and date the Contractor Offer section before faxing in the tender.

Name of Contractor	Contractor Address	
Contact Person (Name and Title)		
Phone ()	Fax ()	I, the Contractor, acknowledge receipt of Addendum #___ to #___.

CONTRACTOR'S ACKNOWLEDGEMENT OF INSTRUCTIONS TO BIDDERS AND SOA DOCUMENTS

I, _____, of _____, have read these Tender Instructions and SOA documents and hereby agree to be bound by them as a SOA contractor.

Signature: _____, Date: _____



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DEFINITIONS: For the purposes of this Request for Tenders and Purchase Order process

- i) **“Bid”** or **“Tender”** means an offer by a Bidder, to supply the goods requested by the GN in this Request for Tenders (RFT) at the prices submitted by the Bidder on the Bid Forms provided herein, which will be subject to acceptance by the Buyer under the terms and conditions of this Appendix A.
- ii) **“Bidder”** means any legal entity in the business of supplying goods who may submit, or has submitted, a bid in response to this RFT;
- iii) **“Buyer”** means the representative, authorized by the Contracting Authority, to request Tenders and issue Purchase Orders on behalf of the GN;
- iv) **“Contract”** or **“Purchase Order”** means the goods supply contract between the GN and the successful Bidder as a result of this RFT. It will consist of the accepted Bid, Signed by the Buyer, and the Purchase Order Terms and Conditions set out in Appendix B hereto, and any other limited terms, conditions or additional quantities as may be mutually agreed to between the Buyer and the Bidder, and will be identified as a Purchase Order. The resulting Contract will be issued to the Supplier by way of facsimile or electronic transmission and will automatically take effect upon the date of issue by the Buyer to the Supplier.
- v) **“Contracting Authority”** means the Minister, or Deputy Minister, of the department of Community and Government Services within the Government of Nunavut (GN);
- vi) **“GN”** means the Government of Nunavut;
- vii) **“Responsible”** means, in relation to a Bidder, the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure performance of the Contract obligations;
- viii) **“Responsive”** means, in relation to a Bidder, that the Bidder has submitted a Bid which conforms in all material respects to the RFT;
- ix) **“Supplier”** means the legal entity Bidder who is responsible, and who has submitted the bid that is responsive, and after application of the NNI Regulations is lower than that of any other Bidder, and is issued a Purchase Order as a result;
- x) **“Signed”** means a signature that has been physically hand written on the Bid Form by the person authorized to sign contracts on behalf of the Bidder. The signature on the bid form can be scanned and uploaded via the Nunavut Tenders Bid Box, faxed or hand delivered. For the purposes of the Nunavut Tenders Bid Box, the signature cannot be a .jpeg or other photograph, a stamp or a digital signature or any form of signature such as one created in Adobe for signing Adobe files. **Failure to comply with this requirement will result in the bid being disqualified.**

RULES FOR SUBMITTING

- ~~1. Bidders must bid on each and every item listed or the bid will be non-compliant.~~
- 2. The GN reserves the right to accept Bids in whole or in part and award separate Contracts based on unit pricing.
- 3. Bids received after the date and time established as the deadline for the receipt of bids will be considered late and will be rejected.
- 4. Incomplete, improperly Signed, or misdirected Bids will not be accepted.
- 5. Bids submissions will only be received by hand delivery, fax transmission, or via the Nunavut Tenders “Bid Box”.
- 6. If submitting by hand, deliver the bid to the office location and Procurement Officer identified on the Bid Form.



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7. **If submitting by fax, fax the bid to the fax number shown on the Bid Form. Faxed bids shall also comply with the following conditions:**
- Transmissions must be sent only to the fax number identified in the Closing Address and Location section of the Bid Form.
 - Transmissions must be received in their entirety on or before the exact time and date fixed for the receipt of quotes. For greater clarity, 'received in its entirety' means that all pages of the tender submission, including single page bids, must be fully printed by the receiving fax machine on or before the stated closing date and time, and such tender submissions will not be considered received until all pages of the fax transmission are completely printed.
 - It is the Bidder's sole responsibility to confirm with the Buyer that the transmission has been received in its entirety on or before the closing time.
 - While the GN will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee the confidentiality of information contained therein; therefore, by faxing their bid, the Bidder waives any legal claim of confidentiality against the GN.
 - The GN shall not be held liable for any claim, demand or other actions for any reason should a facsimile transmission be illegible, garbled, incomplete, interrupted, not received in its entirety, received after stated closing time and date, received by any fax machine other than the one stated herein, or for any other reasons or risks associated with faxing tenders.
8. **NEW NUNAVUT TENDERS BID BOX:** The GN is offering vendors the option of submitting bids electronically for some, but not all, tenders and requests for proposals, using the Nunavut Tenders website (<http://www.nunavuttenders.ca>). If this RFT is eligible for the Nunavut Tenders Bid Box, a "Submit" button will appear on the webpage. By using the Bid Box, Bidders are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
9. **If submitting online via the Nunavut Tenders "Bid Box" site (<http://www.nunavuttenders.ca>), online submission of bids is subject to the terms and conditions of the Nunavut Tenders website in addition to the conditions provided herein.** By using the Bid Box, Bidders are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
- The GN shall not be held liable for any claim, demand or other actions for any reason should an online submission be illegible, garbled, incomplete, interrupted, not received in its entirety, uploaded after stated closing time and date, uploaded to a Reference Number other than the one indicated herein, or for any other reasons or risks associated with online tenders.
 - For greater clarity, bids submitted online must be properly Signed. Failure to comply with the correct signature requirements will render the bid non-compliant.
10. **Due to limited bandwidth, file size restrictions and connectivity interruptions, Bids submitted by e-mail will not be accepted under any circumstances, and will be rejected as misdirected Tenders.**
11. Bidders are required to complete and sign the Bid Form and Declaration of Conformity in their entirety and submit them, and any other required tender forms, to the closing address and location, or fax number stated therein, on or before the closing date and time stipulated on the face of the RFT bid form.
12. Bidders should provide, along with the Declaration of Conformity, all documents that clearly show that the alternative(s) offered are equal to, or exceed the standards specified. The GN, in its sole discretion reserves the right to determine whether the alternative is compliant or not.
13. Verbal responses to any question, whether by the Buyer or any other person, shall not be relied upon by the Bidder and shall not be binding on the Buyer or GN.



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INSTRUCTIONS TO BIDDERS**

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14. The only authorized contact in relation to this RFT is the Buyer identified in the Buyer Information section on the Bid Form. Questions regarding this RFT should be in writing and received by the Buyer at least 2 working days before the closing date and time. A response to any question received after this deadline is not guaranteed.
15. The GN reserves the right to make any amendment to this RFT at any time prior to the closing date and time, including amending the specifications and the closing date and time. Any amendments made by the GN to this RFT will be issued in writing and made available via automatic notification in an addendum format to those bidders who have registered and who have received the original documents from the GN tender website (<http://www.nunavuttenders.ca>). Bidders who do not register will not get the addenda.
16. Unless otherwise stated, equivalents to the items detailed in this document are encouraged. Where materials are required to conform to “Standards Specification” (i.e., CSA, CGSB, ASTM), or are described by a trade name, model or manufacturer, this is for the purpose of establishing and defining the nature and minimum quality acceptable and is not meant to prevent Bidders from offering alternative goods; nor does it preclude the GN from considering or accepting alternatives.
17. Where a “trade-in” is tendered in lieu of a specified item, it shall be identified in the Declaration of Conformity Bid form and the amount of credit offered for the trade-in must be stated separately from the quote offer for the required item(s). Trade-ins or alternatives may not necessarily be accepted. Bidders should question the Buyer in accordance with these Instructions.
18. In the case of an RFT for Mobile Equipment, the GN has relied on information provided by manufacturers to develop a specification for equipment with a specific purpose. Should the Bidder determine that any option, specification, attachment or accessory is either not available or not recommended, then the Bidder should advise the Buyer prior to the closing date and time.
19. Goods or equipment requested in this RFT shall be protected by a minimum twelve (12) month manufacturer’s warranty and the GN shall be the direct beneficiary of such warranty; therefore, Bidders are required to submit the particulars of all warranties as part of the Bid. Failure to provide warranty details, including costs, information on service depot, field and remote location , crew and service capabilities may result in the Bid being disqualified.
20. One of the priorities of the GN is to ensure that Nunavut, Inuit and Local materials, equipment and labour are used in GN contracts; therefore, the “Nunavummi Nangminiqqtunik Ikajuuti (NNI Regulations) applies to this RFT. The NNI Regulations permits Nunavut, Inuit and Local adjustments to the bid amounts of companies listed in the GN’s NNI Registry (www.nni.gov.nu.ca/search) or in the NTI Inuit Firm Database (<http://inuitfirm.tunnjavik.com/search-the-registry/>). **For the purposes of ensuring the correct bid adjustments are applied, Bidders should indicate their NNI and NTI Registration Numbers on the RFT Bid Form.**
21. The Bidder warrants that its bid was submitted without collusion between itself and any other Bidder.
22. The GN's "Access to Information and Protection of Privacy Act (Nunavut) S.N.W.T. 1994, c. 20" (the Act) will define the GN's responsibilities with respect to any information received by it pursuant to this RFT process. Subject to the Act and any applicable law, tenders and all related information shall be treated as confidential and shall not be disclosed to any person except with the consent of the Bidder or Supplier and to the extent disclosure is required to fulfill obligations under this RFT or pursuant to any applicable law.
23. The GN’s contracting activities are undertaken with public funds, and are therefore subject to public reporting requirements. Annually, the GN releases a detailed Procurement Activity Report (PAR) which



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identifies the winning Bidder, the Purchase Order award method and award value along with other pertinent information.

24. Bidders may amend or withdraw their tender submission at any time before the stated closing date and time but not after. Amendments may be submitted by facsimile transmission in accordance with the provisions of rule 1 above, and should indicate only the applicable changes in such a manner that the total bid price is not revealed. **If bidding via the Nunavut Tenders Bid Box is permitted, Bidders may upload a revised Bid.**
25. Late, incomplete or misdirected Bids will not be accepted.
26. The GN is not liable for any costs of preparation or presentation of any Tenders. All Bids and accompanying documentation received by the GN in response to this RFT shall become the property of the GN and will not be returned.
27. Notwithstanding any other provision, a Bidder who submits a Bid in response to this RFT agrees that the GN's liability for any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from this RFT process, shall be limited to the Bidder's actual Bid preparation cost. Bid preparation cost is the actual cost borne by a Bidder to prepare and submit its response to this RFT. By submitting a Bid to this RFT a Bidder acknowledges and accepts this limitation.

SHIPPING AND PRICING

28. Prices must include all charges for containers, packing and cartage to the FOB point and the GN shall not be bound to pay any additional separate freight or shipping charges not identified in the bid.

~~29. The Bidder will, where applicable, accurately state the gross shipping weight, as well as the height, width and length of any shipment, in metric terms.~~

30. Where one or more FOB points are identified in this RFT, prices and costs must be shown separately for each stated FOB point.
31. Freight rates shall be consistent with the GN's contracted air freight and sealift rates which are available from the Buyer on request. For goods requiring marine transportation, the sealift freight rates contracted by the GN with sealift carriers apply. For goods requiring air transportation, the GN's Standing Offer rates with air carriers apply. If additional information is required, it should be requested from the Buyer in accordance with the instructions herein.

EVALUATION AND AWARD

32. It is a condition of this RFT that any resulting contract award hereunder is subject to section 46 of the Financial Administration Act, as amended, which provides as follows:

"It is a condition of every Contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the Contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the Contract."

33. Bids shall be opened as soon as practicable after the stated closing date and time. Bids may be opened at a public opening in which only the Bidder's name and price, amendments, and where applicable, bid security will be announced. Thereafter, Bids will be evaluated based upon the price, the responsiveness of the tender, the responsibility of the Bidder, and application of the GN's NNI Regulations.



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STANDING OFFER AGREEMENT
INSTRUCTIONS TO BIDDERS**

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34. Bids received by the GN on time shall, upon the closing date, remain valid, irrevocable and open for acceptance by the GN for a period of ninety (90) days.
35. The GN does not accept any condition, reservation, customary or otherwise, subject to which the Bidder may purport to sell, ship or deliver the goods other than those stated herein.
36. The lowest or any tender may not necessarily be accepted. If a Contract is to be awarded as a result of this RFT, it will be awarded to a compliant Bidder who is responsible, and has submitted a bid that after application of price adjustments permitted by the NNI Regulations, is lower than that of any other Bidder.
37. The GN reserves the right to make adjustments to a Bid following bid closing in accordance with the NNI Regulations by taking into account any information that will assist it in doing so, including by taking into account information obtained from the NNI Business Directory maintained by the NNI Secretariat and the Inuit Firm Registry maintained by NTI. For greater certainty, if the GN determines that a bidder should, or should not, receive a bid adjustment pursuant to the NNI Regulations, it can adjust the evaluation of the bid accordingly.
38. The GN reserves the right to accept or waive any minor informality or minor non-compliance with these Instructions to Bidders or other requirements; however, a substantial or material non-compliance shall not be waived.
39. The GN reserves the right to cancel this RFT at any time during this process, and to revise and re-issue new or similar requirements thereafter, for any reason whatsoever, without incurring any liability; and no Bidder will have any claim against the GN as a consequence.
40. Where the total Bid price is determined by unit pricing and estimated quantities, the Bid will be evaluated on the unit prices and estimated quantities rather than the total Bid price. The total bid price will be verified by the Buyer to confirm there are no mathematical errors in the Bidder's calculations. In the even of an error or discrepancy, the unit prices shall govern and the total Bid price shall be based upon the corrected mathematical calculation. The nature of the error will be considered in evaluating whether the bid is compliant.
41. The GN reserves the option of requesting complete details of the Bidder's warranty particulars and service capabilities. Failure to provide information sufficient to satisfy the requirements of this RFT may result in the Bidder bid being deemed 'Not 'Responsible' and disqualified from further consideration.
42. A Bidder found to be lacking the responsibility or capability to assure proper performance of the Contract, or delivery of the goods, may be deemed 'Not Responsible' by the Contracting Authority for the purposes of this RFT. A Bidder who has defaulted on a Purchase Order for similar goods within the last twelve (12) months may also be deemed Not Responsible by the Contracting Authority and prohibited from future RFTs until such time as the Bidder can satisfy the GN that it has corrected all documented deficiencies and grievances against it.
43. The Electrical Protection Act, R.S.N.W.T. (Nu.) 1988, c. E-3 (Nunavut) prohibits the sale, installation or use of uncertified electrical products in Nunavut. Therefore, any items or products provided by the Supplier that are electrical in nature or that are operated by electrical energy or contain electrical components must be certified by the Canadian Standards Association (CSA).



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Declaration of Conformity

Material Conformity: The Bidder hereby acknowledges and agrees that the bid must be fully compliant with all mandatory requirements in order for the bid to be considered.

Substantial Conformity (Bidder Options & Substitutions): When an exception or alternative is proposed regarding a specified product, it will be evaluated to ensure that the performance capability meets the minimum requirements. The Bidder acknowledges and agrees that listing an exception or alternative does not necessarily constitute compliance with the specification, and that acceptance is subject to the GN's satisfaction that the exception or alternative does not constitute a material non-compliance with a mandatory requirement. Bidders are strongly encouraged to seek pre-approval from the GN prior to the stated Closing Date and Time. Proponents should include complete specifications for the alternatives submitted.

GN REQUIREMENTS/SPECIFICATIONS THAT WILL NOT BE MET BY SUBMISSION		
The Bidder hereby identifies the following exceptions or alternatives to the products specified on page 1.		
Item Reference #	Exception/Alternative	Performance Capability

If more space is required, photocopy and attach additional pages. Bidder should indicate the RFT Reference No., "Cont'd" and initial each additional page.

This declaration forms an integral part of the tender **and shall be Signed by the Bidder** and included with the bid submission as per the Instructions to Bidders regardless of any alternatives being submitted or not.

Signed by Bidder's Authorized Representative on _____ **, 20**____:
(month) (day) (year)

 Name:



**STANDING OFFER AGREEMENT
SERVICE CONTRACT TERMS AND
CONDITIONS
APPENDIX B**

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RULES FOR CALL-UPS AND INDIVIDUAL CONTRACT AWARDS

1. Individual contract awards resulting from this Standing Offer are permitted only by CGS and will be entered into subject to these Call-Up Award rules.
2. Unless notified otherwise, bidders shall be required to keep their bids valid and open for acceptance by way of individual contracts by CGS for the duration of the full term of the SOA.
3. The GN reserves the right to accept bids in whole or in part and award separate contracts by region based on unit pricing.
4. Unsuccessful bidders should be notified in writing within 60 days of the closing date. All other bidders will be advised that they have been successful and will be included in the list of approved bidders.
5. **When considering Call-Ups for purchase or lease, each department will choose from the approved list of equipment. Awarded vendors are forbidden to contact individual departments in an effort to promote their product. All communications are to be directed through the Procurement Section of CGS unless CGS – Procurement provides authorization.**
6. If the a contractor is unwilling to respond to a Call-Up for service, the GN reserves the right to make any other arrangement that the GN deems appropriate to provide the service, and may consider the contractor in default and terminate the SOA.
7. The GN reserves the right to notify any contractor, at any time during the term of the SOA, that their services will no longer be required, should the GN deem their services unsatisfactory.
8. Notwithstanding the above, the GN reserves the right to request competitive quotes from amongst any of the SOA Vendors.
9. GN is not bound to purchase any services whatsoever and does not guarantee a minimum volume of individual contract awards as a result of this RFT and no contractor shall acquire any legal or equitable rights or privileges for any individual contract work or services whatsoever until an individual contract for the work or services is signed and issued.
10. Individual contracts shall only arise each time a Call-Up Award is made against the SOA using the Call-Up Contract Award form attached with this SOA.
11. Unless otherwise stated, equivalents to the items detailed in this document are encouraged. Where materials are required to conform to “Standards Specification” (i.e., CSA, CGSB, ASTM), or are described by a trade name, model or manufacturer, this is for the purpose of establishing and defining the nature and minimum quality acceptable and is not meant to prevent contractors from offering alternative goods, materials or parts; nor does it preclude the GN from considering or accepting alternatives.
12. The following steps set out the basic process for engaging services under this SOA. CGS Procurement will coordinate all purchases or leases of required equipment with individual departments and be responsible for all matters concerning specific details for contracts made pursuant to this SOA.



**STANDING OFFER AGREEMENT
SERVICE CONTRACT TERMS AND
CONDITIONS APPENDIX B – Call Up
Form and Contract**

SOA Reference Number	SOA 311093
No. of Pages: 2 of 2	Contract Number:

CALL-UP ADDRESSED TO: [SOA Vendor's information goes here]		FROM: <i>Individual Departments listed here.</i> <i>Facilities Manager's Office</i> <i>Name & Title</i> <i>Address</i>	
Phone ()	Fax ()	Phone ()	Fax ()

DESCRIPTION OF WORK

Lease or Purchase for (list make and model #), [community], Nunavut

Refer to bid sheet, appropriate terms and conditions and any additional information required in this section.

RESPONSE TIME/CONTRACT COMPLETION DATE

The contractor shall attach a list of the persons assigned to this contract and the estimated number of hours to be spent on completing this contract.

Work under this contract shall be completed on or before the ____ day of _____, _____.

CONTRACT PRICE

The contractor hereby covenants and agrees to execute and complete the work described above in a workmanlike manner, in accordance with the terms and conditions set out in the SOA, for an amount consistent with the unit prices tendered in RFT 311093, which rates are irrevocable for the term of the SOA.

The value of this contract shall not exceed: \$_____

An invoice for the work will be submitted in accordance with the invoicing provisions of the SOA.

GOVERNMENT OF NUNAVUT AUTHORIZATION

For the Purpose of this Contract, the GN may be Represented by a PPD Maintenance Coordinator. Once this Call-Up Contract Award is signed by an authorized CGS or PPD employee and faxed to the contractor, an individual contract will be awarded and the contractor shall be authorize proceeding with the work.

Government of Nunavut Authorized Signature Title Date

Purchase Order

Reference Number

RFT # 311093

APPENDIX B – Purchase Order Terms & Conditions

(please refer to this number when making inquiries)

DEFINITIONS

- i) “Buyer” means the representative, authorized by the Contracting Authority, to request Tenders and issue Purchase Orders on behalf of the GN;
- ii) “Contract” or “Purchase Order” means this goods supply contract between the GN and the Supplier entered into as a result of a Request for Tenders (RFT). It consists of the accepted tender and the Terms and Conditions set out in this Appendix B hereto, and any other limited terms, conditions or additional quantities as may be mutually agreed to between the Supplier and the Bidder, and is identified as a Purchase Order. This Contract takes effect upon the date of issue by the Buyer to the Supplier.
- iii) “Contracting Authority” means the Minister, or Deputy Minister, of the department of Community and Government Services within the Government of Nunavut (GN);
- iv) “FOB” means Free on Board – Freight Prepaid and indicates the location at which ownership and responsibility for the goods transfers to the GN. For the purposes of this Contract, the Supplier shall be responsible for and bear all freight charges, own the goods in transit and will file any damages or claims incurred during shipping.
- v) “GN” means the Government of Nunavut;
- vi) “Supplier” means the party to this Contract whose bid was accepted by the Buyer, and who, as a result, is now bound to supply the goods requested by the GN at the prices tendered, under the Terms and Conditions herein;

GENERAL

1. This Contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
2. It is a condition of this Contract that payment hereunder is subject to section 46 of the Financial Administration Act, as amended, which provides as follows:
“It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.”
3. This Contract supersedes all previous communications, negotiations, representations and agreements, whether written or verbal and whether express or implied, unless expressly incorporated by reference in this Contract.
4. The GN does not accept any condition, reservation, customary or otherwise, subject to which the Supplier may purport to sell, ship or deliver the goods other than those stated herein.
5. No employer-employee, principal-agent or partnership relationship of any kind, between the parties, is intended or deemed to be created by this Contract.
6. This Contract shall ensure to the benefit of and be binding on the administrators, executors, successors and assigns of both parties.

Purchase Order

Reference Number

RFT # 311093

APPENDIX B – Purchase Order Terms & Conditions

(please refer to this number when making inquiries)

7. Any clarification of, amendment to, or alteration of any term or condition of this Contract may be made mutually only by the Contracting Authority or their duly authorized delegate and the Supplier's duly authorized representative, and no other GN or Supplier employee. Such clarification of, amendment to, or alteration of any term or condition of this Contract, including but not limited to subsequent increases in quantities of goods specified, shall be made and agreed to in writing prior to the agreed delivery time limit set out herein.
8. The Contracting Authority may delegate any of his/her authority and undertaking pursuant to this Contract to any other Minister, officer, employee or agent of the GN.
9. The failure by either party to insist upon strict compliance with any part of this Contract shall not prejudice the party's right to insist upon strict compliance in the future.
10. In the event any provision of this Contract or any part thereof is declared to be unenforceable, the remainder of this Contract shall survive and remain in full force.
11. No waiver by either party of any part of the Contract shall be effective unless in writing and signed by both parties.

SUPPLIER'S RIGHTS AND OBLIGATIONS

12. At all times during the performance of this Contract, the Supplier shall abide by and comply with all laws, regulations, by-laws and policies of the GN or Canada, as applicable, with regard to the sale, supply and delivery of goods.
13. The Supplier agrees to perform this Contract, formed as a result of an RFT process and resulting issuance of a Purchase Order, in full accordance with these terms and conditions and to the satisfaction of the GN.
14. This Contract may not be assigned or sub-contracted by the Supplier, either in whole or in part, without the prior written consent of the GN. It is acknowledged that in the case of certain contracts, it is obvious that certain portions of the goods might only be obtained by the Supplier from a third party and in such an instance it shall not be considered to be assigned or sub-contracted for the purpose of this article.
15. In consideration of the Supplier's full satisfactory delivery of the goods governed by this Contract, the GN agrees to pay the Supplier, in full satisfaction, the sums tendered and agreed to as a result of the RFT process; subject only to the payment terms and conditions contained herein.
16. Delivery of the goods by the Supplier shall be made within the time limits and in the manner stipulated in these Contract documents, including any specifications attached herewith. Time and delivery shall be of the essence.
17. The Supplier will be responsible for obtaining all permissions, permits, rights, licenses and warranties from all agencies, levels of government and/or government departments, dealers or other suppliers, which may be necessary or required by any law in order for the Supplier to carry out the terms of this Contract.
18. All goods or materials supplied shall be new, of merchantable quality, free of any defects and deficiencies, fit for their intended purposes, and in complete conformance to the specifications, drawings, plans or samples specified in this Contract.

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APPENDIX B – Purchase Order Terms & Conditions

(please refer to this number when making inquiries)

19. All goods supplied shall be subject to inspection and may be rejected, returned or re-supplied at the Supplier's sole expense if they are found to be not acceptable to the GN, or not in accordance with the specifications of this Contract, and shall be returned to the Supplier.
20. **The RFT and PO Reference Number for this Contract must be clearly shown on all invoices, packing slips, express receipts, Bills of Lading, and on all packing cases and each separate piece of material, as well as all relevant correspondence.**
21. The Supplier warrants that all materials delivered will be free from defects and conform to the specifications, drawings and samples specified by the Contract Authority; that this warranty shall survive any inspection, delivery, acceptance, or payment made by the Contract Authority of or for the materials and the purchaser may reject and return, at the risk and expense of the Supplier, any materials which are defective or do not comply with the said specifications, drawings and samples.
22. Title to any report, drawing, photograph, plan specification, model, prototype, pattern, sample design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Supplier in performing this Contract or conceived, developed or first actually reduced to practice in performing this Contract (herein called "the property") shall vest in the GN and the Supplier hereby absolutely assigns to the GN the copyright in the property for the whole of the term of the copyright.
23. Where applicable, installation shall include unloading materials, moving to site, assembly in accordance with floor plan, and fastening in place, as well as cleanup and clearing of site. Wherever possible, the use of local labour to aid in the installation phase, under the direct supervision of the Supplier, is encouraged.
24. The Supplier agrees that, if incorporated, in accordance with section 281(1) of the *Business Corporations Act, S.N.W.T. (Nu.) 1996, c. 19* it will be registered with the Nunavut Corporate Registrar within 30 days of commencing business in Nunavut.
25. **OPTION: The Supplier grants the GN an irrevocable option, which can be exercised at the sole discretion of the GN within 60 days of the issue date of this Purchase Order, for an additional quantity at the same price stated herein.**

SHIPPING AND HANDLING

26. The Supplier shall ensure that any goods or materials classified as "DANGEROUS GOODS" pursuant to either the Transportation of Dangerous Goods Act, 1992, S.C. 1992, c. 34, (Canada), or the Transportation Of Dangerous Goods Act, 1990, R.S.N.W.T. (Nunavut), shall be properly packaged, labeled, and shipped in accordance with such Acts.
27. The Supplier shall state gross shipping weight as well as height, width and length dimensions in metric on all packing slips, waybills or bills of lading.
28. The Supplier must conform to all Supplier responsibilities applicable under the Worksite Hazardous Materials Information System (W.H.M.I.S.) regulations, pursuant to the Safety Act, R.S.N.W.T. 1988, c. S-1 (Nunavut) as amended.

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29. The Supplier may be required to make the goods available for a pre-shipment inspection prior to any crating, containerization or any other form of packaging. The pre-shipment inspection shall be performed by the GN or its agents at a predetermined location and shall not, in any event, constitute acceptance by the GN. Acceptance shall only occur at final destination, upon receipt of the goods and final inspection satisfactory to the GN.
30. When items ordered for marine transport are not delivered to the FOB point by the required delivery date, the Supplier is in default. The GN may do any act it deems necessary to rectify such default including refusal of the goods or making alternate delivery arrangements, the costs of which will be borne by the Supplier. Delivery of goods after the specified delivery date but prior to sailing may result in higher shipping charges to the GN, the cost of which will be borne by the Supplier.

INDEMNITY AND INSURANCE

31. The Supplier shall indemnify and hold harmless the GN, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits, settlements or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of or related to, directly or indirectly, the activities or performance of the Supplier under this Contract; including an infringement or alleged infringement of any kind of intellectual property right.
32. The Supplier shall be liable to the GN for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Supplier for use in connection with the Contract whether or not such loss or damage is attributable to causes beyond the Supplier's control.

CONFIDENTIALITY

33. All information obtained from, supplied to, or otherwise concerning the GN or any of its agents, employees, clients, contractors or suppliers, in the performance of this Contract, shall be and remain confidential. The Supplier shall take all necessary steps to maintain such confidentiality and secure such information at all times. The Supplier shall return or destroy all such confidential information immediately upon notice from the GN, or in any event, upon satisfactory completion of this Contract.
34. The Supplier may be required, as a condition of this Contract, to sign a Non-Disclosure Agreement; without liability, cost or expense to the GN.

TERMS OF PAYMENT

35. Provided all terms and conditions on the part of the Supplier have been complied with, each invoice, shall be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the goods, whichever is later.
36. Provided all terms and conditions on the part of the Supplier have been complied with, invoices from a Nunavut Business, as defined by the NNI Regulations, shall be paid twenty (20) calendar days after receipt of the invoice, or twenty calendar days after receipt of the goods, whichever is later.
37. In addition to its rights under this Contract, the GN specifically reserves the following rights:
- to deduct or set off any monies owed or due to the GN from any monies owed to the Supplier under this or any other contract;

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- b) to do any act the GN deems necessary to remedy or rectify any failure of the Supplier to perform its obligations under this Contract, and to set off the costs of such remedy or rectification from any monies owed to the Supplier under this or any other contract;
- c) to hold back, in whole or in part, any payment due or becoming due to the Supplier without penalty, liability or expense in the event the Supplier is, in the opinion of the GN, failing to perform its obligations under this Contract; until such time as the breach is cured to the full satisfaction of the GN.

38. The hold back will be disbursed upon:

- a) satisfactory delivery of the goods in accordance with this Contract;
- b) all damaged items are replaced and/or repaired so that they are deemed to be in compliance with the specifications; or
- c) upon final delivery and inspection to the satisfaction of the GN.

39. The GN's rights under this Contract are in addition to any rights and remedies it may have in law or equity.

TERMINATION

40. In the event of any actual or threatened labour disruption which may, or could, delay the timely performance of this Contract in any way, directly or indirectly, the Supplier shall forthwith provide written notice to the GN detailing the circumstances, causes and anticipated outcome of such disruption. The GN reserves the right and sole discretion in such an event, to terminate this Contract in whole or in part, without penalty, liability or cost, and may give written notice to this effect to the Supplier.

41. The GN reserves the right in its sole discretion to terminate this Contract at any time, without notice or compensation, if in the opinion of the GN:

- a) the Supplier has failed to perform its obligations under this Contract in a satisfactory manner, including failure to deliver the goods by the required delivery deadline;
- b) the Supplier's performance under this Contract, or any other GN contract, is persistently faulty;
- c) the Supplier has or is about to become insolvent or commit an act of bankruptcy; or
- d) for any other reason contemplated or described in this Contract.

42. The GN further reserves the right in its sole discretion to terminate this Contract in whole or in part for any reason upon thirty (30) calendar days' written notice to the Supplier.

43. Failure to comply with these terms and conditions may result in termination of this Contract with no liability on the part of the GN for any losses, damages, expenses or costs incurred by the Supplier.

44. In the event this Contract must be terminated, the GN reserves the right to exercise all available remedies including, but not limited to the recovery of damages.

45. In the event of termination, in whole or in part, the GN shall only be liable to the Supplier for its fees and costs, properly incurred and accounted for, pertaining to the satisfactory performance of this Contract, and nothing thereafter. The GN further reserves the right to exercise all available remedies against the Supplier, including but not limited to recovery of damages, and deeming the Supplier Not Responsible for future RFTs of a similar nature.

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FORCE MAJEURE

46. Neither party shall be responsible for any delay or failure to perform its obligations under this Contract where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.
47. The Supplier acknowledges that Nunavut frequently experiences severe weather, shortages in supplies and fuel, and interruptions of power service and communications that might constitute force majeure elsewhere, and the Consultant will plan for those eventualities as much as possible.
48. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.
49. Should the Force Majeure event last for longer than thirty (30) days, the GN may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind.

ALTERNATIVE DISPUTE RESOLUTION

50. Amicable Negotiations: As it is the intention of the parties to seek to resolve disputes without resort to litigation, the parties hereby agree that each of them shall make good faith and bona fide efforts to resolve disputes by amicable negotiations between their respective representatives as expeditiously as possible and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations. During such negotiations, the parties agree to continue to perform the Agreement.
51. Senior Representatives' Negotiations: If the dispute can not be resolved within a period of fifteen (15) days, the parties hereby agree to appoint senior representatives forthwith to undertake to resolve the dispute by amicable negotiations as outlined herein.
52. Mediation: If the dispute can not be resolved within a period of thirty (30) days following the appointment of senior representatives for the parties pursuant to clause 51, the parties agree to attempt to resolve the dispute by structured negotiation with the assistance of a mutually agreeable mediator. If the parties can not agree as to the identity of the mediator, either party may apply to the Nunavut Court of Justice to have the Court appoint a mediator for the parties.
53. Binding Arbitration: If the dispute can not be resolved within a period of thirty (30) days or such longer period as may be agreed to by the parties following appointment of the mediator by the parties or the court, either party may by written notice to the other refer the dispute to binding arbitration by a single arbitrator. If the parties cannot agree upon the identity of the single arbitrator, then such arbitrator shall be appointed by reference to the Nunavut Supreme Court;

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54. The arbitration shall be conducted under the rules Arbitration Act, R.S.N.W.T. (Nu.) 1988, c. A-5. The language of the arbitration shall be English and the location of the arbitration shall be Iqaluit, NU, unless the parties otherwise agree in writing.
55. Any dispute may be submitted to arbitration except:
- a) The breach or alleged breach of the confidentiality and non-disclosure provisions of this Agreement;
 - b) The fundamental breach or alleged fundamental breach of this Agreement by either party; and,
 - c) Where the Agreement has been terminated by the GN pursuant to this Agreement.
56. Unless the parties otherwise agree in writing, the award of the arbitrator shall be final and binding upon the parties and not subject to appeal.

**REQUEST FOR TENDERS
STANDING OFFER AGREEMENT
DESCRIPTION OF WORK
APPENDIX C**

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Introduction

1.0 For the purposes of this request for tender, the NNI subject community is Nunavut.

1.1 Department Responsibility

The mandate of Procurement Services is to assist government departments in the acquisition of goods, services and construction that demonstrate the best value for the Territory and are in accordance with the Nunavut Government Procurement Policy.

1.2 Situation Overview

The purpose of this request is to establish a standing offer to supply, install, and service digital multifunction devices (photocopiers) on behalf of the Territory of Nunavut. These requirements identified in this SOA may be extended for use to Agencies, Boards, and Commissions and the MASH Sector, (Municipalities, Academic Institutions, School Boards and Hospitals) or any other organization financially supported by the Territory of Nunavut.

1.3 SOA Objectives and Project Scope

It is the objective of this SOA to award this standing offer to multiple vendors that represent different manufactures of photo copier equipment. It is not the intention of this SOA to have multiple vendors bidding the same manufacture of equipment unless that manufacture as divided up Nunavut into regions. If a manufacture as no restrictions with its authorized agents to service a region then the lowest compliant bidder for that manufacture will be the preferred vendor for this SOA.

1.4 Project Schedule, Contract Period

Below is the approximate schedule that is expected to be followed for this SOA. However, this may be subject to change and is therefore presented primarily for guidance:

- SOA start date: November 29, 2021
- SOA end date: November 28, 2023

The initial contract will be for a period of 2 years. The GN reserves the right to extend the SOA for 1 year beyond the initial SOA period, for an overall maximum of 3 years in total.

2.0 Service Requirements

2.1 Summary

Procurement Services is seeking pricing on Multifunction Devices (MFD's). The requests for these MFD's will be for stand alone, connected to the network, black & white or color combo units. The price should be listed for 36 months lease and purchase price.

2.2 Detailed Requirements

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All requirements in section 2.0 in which the term “MUST” appears in bold are mandatory. Failure to comply with these mandatory requirements will result in the bid being rejected.

2.2.1 General

- **All equipment quoted MUST be factory new, not newly remanufactured.**
- Proponents MUST provide a quote for each of the 9 classes of MFD’s contained in this SOA.
- Pricing MUST be provided for all features indicated on Appendix D bidding sheets if available or applicable.
- Appendix E must be filled out for all 9 classes to indicate lease pricing and total cost to end of lease.
- In the event that an item bid becomes discontinued replacement model will be acceptable so long as the pricing remains unchanged and specification are equal or better. If the replacement model is of lesser specification in anyway, the replacement model will not be acceptable and for purposes of this SOA the next model up will have to be offered.
- Manufactures specification sheets must be provided for each of the 9 classes.
- If selected vender MUST provide electronic copy of bid forms and specification sheets in one PDF document.
- Base all copy counts charges on 90,000 copies per year. Note actual copy counts maybe lower or higher and therefore only actual copy count can be charged.
- Proponents MUST submit only one (1) quote per class.
- Proponents MUST quote a copy count cost which includes all parts, labour, toner, drum (if required with equipment), waste toner bottles (if required with equipment) and any other consumable required for imaging such as maintenance kits and fusers.
- Equipment supplied will be able to use plain bond paper and/or recycled paper.
- Equipment supplied should operate on regular 120 volt 15 amp or 20 amp power. If the proposed equipment requires other than requested, please state this in your bidding sheets.
- Equipment quoted MUST include appropriate surge protection devices. In the event surge protection equipment is not included and/or installed, any malfunction or damage to said equipment, as a result of a power surge, will be the sole responsibility of the proponent.
- Pricing MUST include, but not limited to, the following items:
 - Quarterly equipment rental based on a 3 year lease, plus cost per copy charge(s)
 - Price must include delivery to all Nunavut Communities, installation, placement, training, and subsequent removal at lease expiry.
 - List any other administrative fees.

2.2.2 Environmental

- Proponents MUST provide, or provide access to, a pre-paid shipping label for the return of used consumables to the equipment manufacturer. Please outline the chain of events detailing the return of used consumables to the equipment manufacturer.

2.2.3 Manufacturer and 3rd Party Leasing Responsibilities

- Resellers MUST supply proof from the manufacturer of being an authorized dealer for products being quoted.
- Resellers MUST supply written confirmation from the manufacturer for whom their product offering is based, that, in the event of default by the reseller during the life of the lease, the manufacturer will provide service and

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maintenance for leased equipment at the levels specified herein, and at the agreed pricing and any other requirements expressed and implied in this SOA.

- Proponents **MUST** provide written confirmation from any 3rd party leasing company that may be utilized, that they will comply with all of the requirements expressed and implied in this SOA during the life of the lease.

2.2.4 Service and Replacement

- Proponents **MUST** be able to provide complete service and delivery coverage for the entire Territory of Nunavut in order to be considered compliant.
- Proponents **MUST** contact the requesting department within two hour of a service request and guarantee onsite service delivery within 1 business day for Iqaluit and 1 week for other Nunavut Communities if required services cannot be completed by phone.
- Please outline chain of events detailing receipt of a service call to closing service work order.
- Outline, in detail, the reporting methods used to receive and resolve escalated service issues (ex. hardware, software, billing, etc).
- The selected proponent will replace equipment with new equipment within (21) days notice of excessive problems or breakdowns which have not been repaired to the department's satisfaction. The department will determine what constitutes excessive downtime.

2.2.5 Security Features

- As a standalone system we are not concerned about the security features, however when connected to the GN (Government of Nunavut) network security features will come into play. IPS (Informatics Planning and Services) does not allow both the network interface card and fax line connections simultaneously; Fax functions on MFP (multifunction printers) will not be supported.
- In the case of a network device being leased by the GN, Help Desk will reserve the right to keep any hard drives in these devices before returning to the leasing company as they store GN sensitive data.
- The GN does not support scan to folder, or scan to email options for MFP (Multifunction Printer) scanning functions.
- Supplying companies are to ensure all systems passwords on devices are cleared before being shipped to IPS Distribution. Help Desk protects printer settings with their own passwords.

2.2.6 Required Technical Functionality

- All devices will have to go to IPS Help Desk for approval before purchase is processed to confirm compatibility with the GN network, and must be approved by Help Desk. If a device is found incompatible than an alternate device will have to be present, that meets the needs of the GN, which also must be approved before purchasing.
- Units **MUST** be fully functional with government systems when operated as a network printer or the device will be disqualified. Proponents will be required to provide technical support and training during the testing.
- Photocopiers are not covered under the scope of support of Help Desk. As they are not connecting to the network, support for standalone photocopiers or photocopying features of any MFP will fall on the supplying company.

2.2.6 Training

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- Upon delivery of new equipment an initial training session is to be scheduled. Additional training sessions may be required and may be requested at any time free of charge.
- If a new make or model is to be connected to the network, other than the currently approved equipment, the supplying company will have to provide IPS with 2 vouchers for training to support the new devices.
- IPS will commit to the testing, approval and support of any new network device that training has been provided for and has been approved for purchase by Help Desk, i.e. if the IPS accepts the network printing option for one manufacture they will make all reasonable efforts to accept this option from another manufacture as long as training for support of the device is provided and it meets the technical requirements.

2.3 Technical Requirements

- Duplex feature **MUST** be enabled as the default print setup at the time of delivery unless otherwise requested by client
- Proponents **MUST** provide a PCL 5, PCL6, PS (Post Script), and Universal print driver with compatibility for Windows 8.1, and Windows XP SP3 (32 and 64 bit versions), for desk side workstations and for all flavors of Windows Server 2003,2008,and 2012 with latest service packs for each(32 and 64 bit versions) for servers.
- Technical and programming information **MUST** be made available to IPS personnel through the vendor manufacturer's website or other secure method
- IPS has been mandated to provide IT support for the GN. All devices to be connected to the GN network have to be installed by IPS staff.
- Facsimile capability **MUST** comply with CCITT G3 standards.
- Proponents **MUST** support a minimum network speed of one gigabit Ethernet for network connections.

2.4 Departmental Responsibilities

The requesting Department is responsible for the following:

- ensure that any electrical modifications are completed prior to installation date, based on sufficient notification of requirement from successful proponent.
- approval from Government IT to connect MFD's to the network.

2.5 Reporting Requirements and Procedures

- The successful proponent **MUST** provide equipment serial numbers, lease numbers, and commencement lease dates to Procurement Services within 14 calendar days of placement. The proponent accepts responsibility for delivery of said information and understands that (3) incidents of non-compliance may result in removal of equipment as well as removal from the standing offer.
- The successful proponent may be required to produce reports, including but not limited to, equipment location, usage, and volume.
- Proponents **MUST** provide upon request a summary report outlining the performance metrics for a specified machine(s).
- The successful proponent **MUST** notify the user department and/or delegate, monthly, of all leases expiring within the next ninety (90) days to give the Department fair time to either renew expiring lease or to schedule equipment return. Failure to notify may result in non-payment of invoices after expiry date.
- Upon request from a user Department, proponents **MUST** be able to analyze the current print environment (printer/fax/copier/etc) and make recommendations to optimize the department's printing needs while maintaining best value. Proponents are asked to provide an overview of their tools and practices in the areas of fleet consolidation, environmental assessments and more.

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2.6 Service Delivery Requirements

The requirements in this section will prevail as enduring requirements for service delivery throughout the effective period of any contract(s) resulting from this SOA.

1. During the contract, the proposed resources will be required to work either onsite and/or offsite, as requested by the client department.
2. If delivery of MFD is delayed proponents are required to notify Procurement Services and the client department contact.
3. Any invoices submitted for services rendered must include a detailed breakdown of the work completed to support the amount that is invoiced.

**Appendix D - Bidding Sheets(revised)
Pricing Specification Sheet**

Class 1	30-39 CPM	800 Average Monthly Volume
----------------	------------------	-----------------------------------

Vendor Name: _____ Make _____ Model: _____
 CPM: _____
 Cost per Copy _____ Practical Operating Volume: _____
 Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Duplex Automatic Document Feeder Minimum: 1 Online Paper Cassettes of 250 sheets each: universal Sheet Bypass - Minimum 50 sheets

	Purchase	Lease
Base Machine with standard minimum requirements:	_____ (price)	_____ (price)
Extra Paper Tray	_____ (price)	_____ (price)
Network Printing Option	_____ (price)	_____ (price)
Scan Option	_____ (price)	_____ (price)
Fax Option	_____ (price)	_____ (price)
Stand	_____ (price)	_____ (price)

Sales Contact Information:

Technical / Service Contact Information:

**Appendix D - Bidding Sheets(revised)
Pricing Specification Sheet**

Class 2	40-49 CPM	10,000 Average Monthly Volume
----------------	------------------	--------------------------------------

Vendor Name: _____ Make _____ Model: _____
 CPM: _____
 Cost per Copy _____ Practical Operating Volume: _____
 Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Must be able to copy up to 11 x 17
 Duplex Automatic Document Feeder
 Offset Tray
 Sheet Bypass - Minimum 50 sheets
 2 Online Paper Cassettes of 500 sheets each: universal
 Stand

Purchase

Lease

Base Machine with standard minimum requirements:	_____	(price)	_____	(price)
External Sorting Single Position Stapler Finishing	_____	(price)	_____	(price)
Capability of 2 Additional Trays w/500 sheet each minimum	_____	(price)	_____	(price)
Capability of Large Capacity Tray w/1500 sheet minimum	_____	(price)	_____	(price)
External Sorting/Multi-Position Stapler Finishing	_____	(price)	_____	(price)
3 Hole Punch	_____	(price)	_____	(price)
Network Printing Option	_____	(price)	_____	(price)
Scan Option	_____	(price)	_____	(price)
Fax Option	_____	(price)	_____	(price)

Sales Contact Information:

Technical / Service Contact Information:

Pricing Specification Sheet

Class 3	40-49 CPM	10,000 Average Monthly Volume
----------------	------------------	--------------------------------------

Vendor Name: _____ Make _____ Model: _____
 CPM: _____
 Cost per Copy _____ Practical Operating Volume: _____
 Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Must be able to copy up to 8.5 x 14
 Duplex Automatic Document Feeder
 Offset Tray
 Sheet Bypass - Minimum 50 sheets
 2 Online Paper Cassettes of 500 sheets each: universal
 Stand

	Purchase	Lease
Base Machine with standard minimum requirements:	_____ (price)	_____ (price)
External Sorting Single Position Stapler Finishing	_____ (price)	_____ (price)
Capability of 2 Additional Trays w/500 sheet each minimum	_____ (price)	_____ (price)
Capability of Large Capacity Tray w/1500 sheet minimum	_____ (price)	_____ (price)
External Sorting/Multi-Position Stapler Finishing	_____ (price)	_____ (price)
Network Printing Option	_____ (price)	_____ (price)
Scan Option	_____ (price)	_____ (price)
Fax Option	_____ (price)	_____ (price)

Sales Contact Information:

Technical / Service Contact Information:

**Appendix D - Bidding Sheets(revised)
Pricing Specification Sheet**

Class 4	50-59 CPM	20,000 Average Monthly Volume
----------------	------------------	--------------------------------------

Vendor Name: _____ Make _____ Model: _____
 CPM: _____
 Cost per Copy _____ Practical Operating Volume: _____
 Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Must be able to copy up to 11 x 17
 Duplex Automatic Document Feeder
 Offset Tray
 Sheet Bypass - Minimum 50 sheets
 2 Online Paper Cassettes of 500 sheets each: universal
 Large Capacity Tray: Minimum 2000 sheet
 Stand

Purchase	Lease
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Base Machine with standard minimum requirements:	_____	(price)	_____	(price)
External Sorting Single Position Stapler Finishing	_____	(price)	_____	(price)
External Sorting/Multi-Position Stapler Finishing	_____	(price)	_____	(price)
External Paper Tray: Minimum 1500 sheet	_____	(price)	_____	(price)
3 Hole Punch	_____	(price)	_____	(price)
Network Printing Option	_____	(price)	_____	(price)
Scan Option	_____	(price)	_____	(price)
Fax Option	_____	(price)	_____	(price)

Sales Contact Information: _____ Technical / Service Contact Information: _____

**Appendix D - Bidding Sheets(revised)
Pricing Specification Sheet**

Class 5	50-59 CPM	20,000 Average Monthly Volume
----------------	------------------	--------------------------------------

Vendor Name: _____ Make _____ Model: _____
 CPM: _____
 Cost per Copy _____ Practical Operating Volume: _____
 Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Must be able to copy up to 8.5 x 14
 Duplex Automatic Document Feeder
 Offset Tray
 Sheet Bypass - Minimum 50 sheets
 2 Online Paper Cassettes of 500 sheets each: universal
 Large Capacity Tray: Minimum 2000 sheet
 Stand

	Purchase	Lease
Base Machine with standard minimum requirements:	_____ (price)	_____ (price)
External Sorting Single Position Stapler Finishing	_____ (price)	_____ (price)
External Sorting/Multi-Position Stapler Finishing	_____ (price)	_____ (price)
External Paper Tray: Minimum 1500 sheet	_____ (price)	_____ (price)
Network Printing Option	_____ (price)	_____ (price)
Scan Option	_____ (price)	_____ (price)
Fax Option	_____ (price)	_____ (price)
Sales Contact Information:	Technical / Service Contact Information:	

**Appendix D - Bidding Sheets(revised)
Pricing Specification Sheet**

Class 6	60-69 CPM	30,000 Average Monthly Volume
----------------	------------------	--------------------------------------

Vendor Name: _____ Make _____ Model: _____
 CPM: _____
 Cost per Copy _____ Practical Operating Volume: _____
 Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Must be able to copy up to 11 x 17
 Duplex Automatic Document Feeder
 Offset Tray
 Sheet Bypass - Minimum 50 sheets
 2 Online Paper Cassettes of 500 sheets each: universal
 Large Capacity Tray: Minimum 2000 sheet
 Stand

	Purchase	Lease
Base Machine with standard minimum requirements:	_____ (price)	_____ (price)
External Sorting Single Position Stapler Finishing	_____ (price)	_____ (price)
External Sorting/Multi-Position Stapler Finishing	_____ (price)	_____ (price)
External Paper Tray: Minimum 1500 sheet	_____ (price)	_____ (price)
3 Hole Punch	_____ (price)	_____ (price)
Network Printing Option	_____ (price)	_____ (price)
Scan Option	_____ (price)	_____ (price)
Fax Option	_____ (price)	_____ (price)

Sales Contact Information:

Technical / Service Contact Information:

**Appendix D - Bidding Sheets(revised)
Pricing Specification Sheet**

Class 7 Color - 20-26 Color, 20-26 or greater for B&W	2,500 Average Monthly Volume
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Vendor Name: _____ Make _____ Model: _____
 CPM Black: _____ CPM Color: _____
 Cost per Copy - Black _____ Practical Operating Volume: _____
 Cost per Copy - Color _____ Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Must be able to copy up to 11 x 17
 Duplex Automatic Document Feeder
 Offset Tray
 Sheet Bypass - Minimum 50 sheets
 Minimum: 2 Online Paper Cassettes of 500 sheets each: universal
 Cabinet

	Purchase	Lease
Base Machine with standard minimum requirements:	_____ (price)	_____ (price)
External Sorting Single Position Stapler Finishing	_____ (price)	_____ (price)
Capability of Additional Tray w/500 sheet each minimum	_____ (price)	_____ (price)
Capability of Additional 2 Trays w/500 sheet each minimum	_____ (price)	_____ (price)
External Sorting/Multi-Position Stapler Finishing	_____ (price)	_____ (price)
3 Hole Punch	_____ (price)	_____ (price)
Network Printing Option	_____ (price)	_____ (price)
Scan Option	_____ (price)	_____ (price)
Fax Option	_____ (price)	_____ (price)

Sales Contact Information:

Technical / Service Contact Information:

**Appendix D - Bidding Sheets(revised)
Pricing Specification Sheet**

Class 8 Color - 27-33 Color, 27-33 or greater for B&W 5,000 Average Monthly Volume

Vendor Name: _____ Make _____ Model: _____
 CPM Black: _____ CPM Color: _____
 Cost per Copy - Black _____ Practical Operating Volume: _____
 Cost per Copy - Color _____ Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Must be able to copy up to 11 x 17
 Duplex Automatic Document Feeder
 Offset Tray
 Sheet Bypass - Minimum 50 sheets
 Minimum: 2 Online Paper Cassettes of 500 sheets each: universal
 Cabinet

	Purchase	Lease
Base Machine with standard minimum requirements:	_____ (price)	_____ (price)
External Sorting Single Position Stapler Finishing	_____ (price)	_____ (price)
Capability of Additional Tray w/500 sheet each minimum	_____ (price)	_____ (price)
Capability of Additional 2 Trays w/500 sheet each minimum	_____ (price)	_____ (price)
Large Capacity Tray (minimum 1000 sheet - state actual)	_____ (price)	_____ (price)
External Sorting/Multi-Position Stapler Finishing	_____ (price)	_____ (price)
3 Hole Punch	_____ (price)	_____ (price)
Network Printing Option	_____ (price)	_____ (price)
Scan Option	_____ (price)	_____ (price)
Fax Option	_____ (price)	_____ (price)

Sales Contact Information: _____ Technical / Service Contact Information: _____

**Appendix D - Bidding Sheets (revised)
Pricing Specification Sheet**

Class 9 Color - 34-45 Color, 34-45 or greater for B&W 10,000 Average Monthly Volume

Vendor Name: _____ Make _____ Model: _____
 CPM Black: _____ CPM Color: _____
 Cost per Copy - Black _____ Practical Operating Volume: _____
 Cost per Copy - Color _____ Power Supply: _____ Amp: _____ Voltage: _____
 Type of Outlet Required _____

Standard Minimum Requirements

Must be able to copy up to 11 x 17
 Automatic Reversing Document Feeder
 Offset Tray
 2 Online Paper Cassettes of 500 sheets each: universal
 Sheet Bypass - Minimum 50 sheets
 Cabinet

	Purchase	Lease
Base Machine with standard minimum requirements:	_____ (price)	_____ (price)
External Sorting Single Position Stapler Finishing	_____ (price)	_____ (price)
Capability of Additional 2 Trays w/500 sheet each minimum	_____ (price)	_____ (price)
Capability of Large Capacity Tray w/1500 sheet minimum	_____ (price)	_____ (price)
External Sorting/Multi-Position Stapler Finishing	_____ (price)	_____ (price)
3 Hole Punch	_____ (price)	_____ (price)
Network Printing Option	_____ (price)	_____ (price)
Scan Option	_____ (price)	_____ (price)
Fax Option	_____ (price)	_____ (price)

Sales Contact Information:

Technical / Service Contact Information:



Appendix E

DESCRIPTION		UNIT COST
MODEL		\$
FINISHER		\$
MANUFACTURER'S WARRANTY		\$
VENDOR'S WARRANTY		\$
ON-SITE INSTALLATION		\$
TRAVEL & INCIDENTALS (ON-SITE INSTALL)		\$
ACCOMMODATIONS (ON-SITE INSTALL)		\$
MANDATORY - REMOVAL / RECYCLE COST FOR END OF LIFE OF THIS MODEL		\$
SUB-TOTAL		\$
COPY COUNT MULTIPLY – COPY COUNT COST PER PAGE x COPY COUNT PAGES PER MONTH LINE ITEM # 4 - REFER TO APPENDIX C x 12 MONTHS x "X" YEAR(S) LEASE = SERVICE CONTRACT. For colour machines base copy count on a 50% split, - 45,000 copies B&W and 45,000 copies colour based on 90,000 total copies quoted.		
Colour	Black & White	
\$0._____/page	\$0._____/page	
$\$0.____ / \text{PAGE} \times \text{"X"} \text{ MONTHLY COPY COUNT (REFER TO APPENDIX C)} \times 12 \text{ MONTHS} \times \text{"X"} \text{ YEAR LEASE (REFER TO APPENDIX C)}$ CONTRACTOR AGREES THAT THIS IS THE SERVICE AGREEMENT COST FOR THE LIFE THE CONTRACT MANDATORY - THE CONTACTOR WILL NOT DEVIATE FROM THIS MATHEMATICAL FORMULA		\$
(ADD YOUR SUB-TOTAL & SERVICE AGREEMENT) TOTAL		\$

Signed by Bidder's Authorized Representative

 Name & Title

 Date

 Signature