



REQUEST FOR PROPOSALS (RFP)

Page 1 of 33

Subject: "Ink & Toner Imaging Supplies"

For further details, please refer to the Statement of Requirement attached as Annex A of this document.

Issue Date:

November 17, 2014

Closing Date and Time:

December 2, 2014 at 11:00 AM Eastern Standard Time

RFP No:

SEN-013 14-15

SENATE INFORMATION

Delivery address by mail:

The Senate of Canada
Finance and Procurement Directorate
40 Elgin St, Chambers Building Room 1134
Ottawa ON K1A 0A4
Attention: Jean Millette

**PLEASE MARK ALL CORRESPONDANCE
AND ENVELOPES WITH THE RFP NUMBER
INDICATED ABOVE.**

**ELECTRONIC BIDS WILL NOT BE
ACCEPTED.**

Contact:

Jean Millette

Telephone no:

613-947-1932

E-mail:

jean.millette@sen.parl.gc.ca

BIDDER SIGNATURE BLOCK

The Bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the goods or services listed herein and on any attachment at the price(s) set out therefore.

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a joint venture.

Name of Firm:

Name of
Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:

GST Registration or
Business Number:

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract, Annexes, Statement of Work, Basis of Payment, and any other annexes.

2. Summary

The Senate of Canada (Senate) is seeking to establish a contract for “Just in Time” Ink and Toner imaging supplies, as defined in Annex A, Statement of Work, for three (3) years from the date of contract award, upon signature of both parties, with an option to extend the agreement for two (2) additional one (1) year terms, individually.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 5 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of goods or services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFP).
- II. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
- III. Should there be any discrepancies between the English & French document, the English version of the RFP will take precedence over the French RFP.

2. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFP.
- II. Failure to sign the cover page will result in the disqualification of the proposal.

3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Proposal

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFP.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;
 - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;

- d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

6. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFP is stated on the cover page of this document. Any communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Bidder's proposal. Answers to all questions shall be communicated in writing via Buyandsell.gc.ca.
- II. It is the responsibility of the Bidder to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications.
- III. All enquiries regarding this RFP must be received by e-mail at: jean.millette@sen.parl.gc.ca by the Contract Authority, at least five (5) working days before the closing date.
- IV. To ensure the equality of information among bidders, answers to enquiries which are relevant to the quality of proposals will be forwarded to all invited bidders simultaneously, via Buyandsell.gc.ca, without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

- I. The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Delayed Bids

- I. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Senate of Canada are:
 - a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date
- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by the Senate.

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- III. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

9. Price Justification

- I. In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the Senate of Canada's request, one or more of the following price justification:
- a current published price list indicating the percentage discount available to the Senate; or
 - a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - price or rate certifications; or
 - any other supporting documentation as requested by the Senate.

10. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
- if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

11. Funding Approvals

- I. Bidders should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

12. Applicable Laws

- I. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- II. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid 3 hard copies

Section II: Financial Bid 1 hard copy

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

The Senate Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Bidders must quote the RFP number, as part of the address information on the mailing label, bill of lading, or be visible on the outside of the mailing package.

Section I: Technical Bid

- I. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- I. Bidders must submit their financial bid, in Canadian funds, in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- III. The following is the proposed format for the Bidder's Technical Proposal. It is mandatory that the information listed in the proposed index be included in the Bidder's Technical Proposal and that it **must** appear on the **first** page of the bid.

Bidders Index

Description	Page no.
Mandatory Requirements:	
2.1 M.1 Experience	
2.1 M.2 Account Manager	
2.1 M.3 Supplier Capability	
2.1 M.4 Lead Times	
2.1 M.5 Invoicing	
2.1 M.6 Customer Accounts	
2.1 M.7 References	
2.1 M.8 Remanufactured Standards	
2.1 M.9 Bidder's Index	
Rated Criteria	
3.1 R1 Customer Service	
3.1 R2 Experience	
3.1 R3 Delivery Service Levels	
3.1 R4 Environmental Factors	
3.1 R5 Cost B1 – High Usage Items Pricing	
3.1 R6 Cost B2 – Disc. % for all other items	
Financial Proposal	
Annex B	

2. Mandatory Criteria

- I. Bidders must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Bidders' Technical Proposal is indicated in the column entitled "Page no." for all information included.
- IV. **Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.**
- V. For bids presented as joint ventures, Bidders must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for EACH of the parties of the joint venture, not cumulatively.
- VI. Bidders **MUST** meet all the mandatory requirements of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

Criteria	Met / Not Met
M1 The Bidder must have a minimum of 5 years' experience in providing bilingual (French/English) services and goods similar in scope. Provide details to confirm.	
M2 The Bidder must assign an account manager to act as the contact person on all matters related to the supply and delivery of goods.	
M3 The Bidder must be capable of supplying all the products listed in Annex B1 Items Price List as would be required in any resulting contract.	
M4 The Bidder must be capable of meeting the delivery lead time detailed in the statement of Requirement. Provide details to confirm.	
M5 The Bidder must be capable of providing electronic invoices as detailed herein. Provide details to confirm.	
M6 The Bidder must presently have the capability to provide individual secure accounts for the Senate and individual users, as detailed herein. Provide details to confirm.	
M7 The Bidder must provide a minimum three (3) verifiable references along with: 1) company name 2) contact person and title 3) phone number and email address The references must be from clients to whom similar services have been provided within the last five (5) years. Failure to provide all the references and pertinent details will result in disqualification. The Senate cannot be used as a reference.	
M8 The Bidder must ensure that any remanufactured cartridges provided meet or exceed the Canadian General Standards Board Class 2, CAN/CGSB-53 148-2004 certification. Provide a statement to confirm.	

M9 The Bidder's Index (as described in Part 3, Article 7 must be located on the first page of the submission.	
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3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will be disqualified.
- II. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria and assigned weight factors.
- III. Bidders must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- IV. Bidder's Technical Proposal must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A Bidder's Technical Proposal is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the Technical Proposal may result in the disqualification of the proposal. A proposed Bidder's index has been included at Part 5 of this document.
- V. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor indicated, as applicable.

The rated evaluation criteria are:

Evaluation Criteria	Score	Proposal Page Reference
R1 Customer Service: This is based on the Bidder's customer service infrastructure. Points will be awarded on a point scale of 0-5 for each topic as follows: (a) Describe the customer service team and functions (0-5 pts) (b) Describe the elements of the service team, and its manner of doing business, which gain customer satisfaction (0-5 pts) (c) Describe the service team's challenges mitigation and resolution strategies for addressing issues such as order discrepancies, back orders, etc (0-5 pts) (d) Outline capabilities as related to producing various reports such as costing, consumption etc. (0-5)	/20	
R2 Experience Experience above the mandatory five (5) years in providing services and goods similar in scope. Provide details to confirm.		

<p>5 to 8+ years = 6 points 9 to 12+ years = 9 points 13 to 16+ years = 12 points 20+ years = 15 points</p>	/15	
<p>R3 Delivery Service options</p> <p>Please specify service level ability from senate order placement time to delivery times in the National Capital Region.</p> <p>Order by 11 AM delivery same day afternoon = 7.5 points Order by 3 PM delivery next morning = 7.5 points Delivery within 24 hours of order placement = 5 points</p>	/20	
<p>R4 Environmental Initiatives</p> <p>The Offeror should demonstrate the environmental initiatives it has implemented as part of everyday business operations.</p> <p>0 Points: No description provided OR the description provided does not demonstrate that the Bidder has implemented a corporate environmental initiative.</p> <p>1 Point: The description does not clearly demonstrate that the Bidder has implemented a corporate environmental initiative. Clarification required.</p> <p>2 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to ONE of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling or other similar initiatives.</p> <p>3 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to TWO of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling or other similar initiatives.</p> <p>5 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. AND the description demonstrates that the Bidder holds a third-party certification such as ISO 14001, Eco Logo, Energy Star, Green Seal, Energuide, or other verifiable certification. To obtain maximum points, a copy of the certification <u>must</u> accompany the bid.</p>	/5	

Total Technical Score (Min. 63/90)	/85	
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Pricing

Cost Proposed Cost will be evaluated utilizing the sample cases listed in “Annex” B Basis of Payment as follows:		
R5 Pricing B1 - High Usage Ink and Toner items list: This is based on the grand total price for the items in Item Pricing List as stated by the Bidder in response to the Statement of Requirement, article 4 “Products”. Maximum Price Evaluation Points (60pts) will be given to the compliant bid with the lowest price. Other compliant bids will be given Price Evaluation Points calculated as follows: $60 \times \frac{\text{Total Evaluation Price of Lowest Priced Compliant Bid}}{\text{Total Evaluation Price of Bid}}$	/45	
R7 Pricing B2 - Discount Rate for all other items This is based on the discount rate (%) offered for the Item Pricing B2 “Price List of other Products” , as stated by the Bidder in response to the Statement of Requirement, article 4 “Products”. Maximum Price Evaluation Points (30pts) will be given to the compliant bid with highest discount. Other compliant bids will be given Price Evaluation Points calculated as follows: $\frac{30 \times \text{Actual Bid Discount}}{\text{Highest Discount}}$	/30	
Total Financial score (max75)	/75	

4. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. **Pricing must be submitted in a separate document clearly labelled “Cost Proposal” along with the Bidders company name. No financial information may appear in the technical proposal.**

5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, GST or HST excluded FOB destination, Canadian customs duties and excise taxes included.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B, Basis of Payment.

6. Basis of Selection

Highest Combined Rating of Technical Merit (40) % and Price (60) %

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation;
- (b) Meet all the mandatory evaluation criteria; and
- (c) Obtain the required minimum number of points specified in Part 4, article 3 Rated Evaluation Criteria for the point rated technical criteria.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 60$
P_i is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 40$.

OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1, determined as follows: total number of points obtained / maximum number of points available.

The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

The table below illustrates an **example** where the selection of the contractor is determined by a 40/60 ratio of the technical merit and price, respectively

Basis of Selection - Highest Combined Rating of Technical Merit (40%) and Price (60%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall score for point rated R1 to R5 technical criteria Min. 70% required =59.5/85	OS1: 64/85	OS2: 65/85	OS3: 67/85
Bid price list B1	P1: C \$5,400.00 45 points (full points lowest cost)	P2: C \$5,500 44.18 points (45x5400/5500)	LP and P3: C \$6,500 37.38 points (45x5400/6500)
Bid discount B2	P1: C 10% discount (30X10X10)= 30 points	P2: C 9% discount (30x9/10)= 27 points	LP and P3: C 8% discount (30x8/10)= 24 points
Total Financial points	75	71.18	61.38
Calculations	Technical Merit Score (OSi x 40)	Pricing Score (LP/Pi x 60)	Combined Points Rating (Max 160)
Bidder 1	64/85X 40 =30.12	75/75 X 60 =60	90.12
Bidder 2	65/85X 40 =30.59	75/71.18 X 60 =63.22	93.81
Bidder 3	67/85X 40 =31.53	75/61.38 X 60 =73.31	104.84

PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Appropriate Law

I. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

2. Interpretation

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

3. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

4. Period of the Contract

- I. The Work is to be performed from contract award up to a period of three (3) years, upon signature of both parties, with an option to extend the agreement for two (2) additional one (1) year terms individually.

5. Delivery Date

- I. All the deliverables must be received on an as needed and required basis.

6. Option to Extend the Contract

- I. The Contractor grants to the Senate of Canada the irrevocable option to extend the term of the Contract by up to 2 additional year periods individually under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7. Security Accreditation Check

- I. The Contractor, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all outside service providers who will carry on business in the Senate. The contractor is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.
- II. Prior to award of contract, the Contractor must contact the Senate Protective Service at 613-995-6357 or submit the completed form(s) to:

Senate of Canada
Protective Services, Operations and Planning Officer
214 – 56 Sparks Street
Ottawa ON K1A 0A4
Fax number: 613-943-0032

8. Contracting Authority

The Contracting Authority for the Contract is:

Name: Kathy Jacob
Title: Supervisor, Procurement
Directorate: Finance Directorate - Procurement and Contracting Division
Address: 1137- 40 Elgin Street Ottawa ON K1A 0A4

Telephone: 613-947-1923
Facsimile: 613-947-1943
E-mail address: Kathy.jacob@sen.parl.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

The Project Authority shall be responsible to monitor the contractor's performance during the life of the contract and take corrective action when such is required, propose amendments or cancellation in cases of breach of contract by the contractor, authorized by the Senate contracting authority.

9. Project Authority

The Project Authority for the Contract is:

Name: **TBD**
Title:

Telephone:
Facsimile:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

10. Contractor's Representative (To complete with bid)

Primary Contact:

Name: _____
Title: _____
Phone: _____
Fax: _____

Secondary Contact:

Name: _____
Title: _____
Phone: _____
Fax: _____

11. Time is of the Essence

- I. Time is of the essence in this contract. It is essential that the Work be performed within or at the time stated in the Contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

12. Indemnity Against Claims

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;
 - any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof ; and
 - any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

13. Right to Inspection

- I. The Senate of Canada reserves the right of access to any records resulting from this contract.

14. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.

- II. The Senate of Canada may immediately terminate the agreement if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The Senate of Canada may terminate the agreement upon a thirty (30) day written notice if it is determined that the services or goods provided by the Contractor, either in whole or in part are no longer required.
- IV. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

15. Warranties

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required as per the terms and conditions of the Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide, as per the terms and conditions of the Contract, a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- III. The Contractor has complete authority to enter into this Contract;
- IV. The Contractor warrants all work and services performed or goods delivered for a period of no less than 12 months from the completion of services or date of delivery.

16. Records to be kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services or delivery of goods.

17. Confidentiality

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Contractor or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

18. Rules and Regulations

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a

termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments

19. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with a Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

20. Performance

- I. The Contractor shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

21. Subcontracts

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.
- III. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform

22. Replacement of Specific Individuals

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) proof that the proposed replacement has the required security clearance granted by the Senate of Canada, if applicable.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

23. Amendment to the Agreement

- I. No person other than the Manager of Purchasing and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

24. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information (“work”) produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

25. Conflict of Interest

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

26. Discrimination and Harassment in the Workplace

- I. The Contractor acknowledges the responsibility of the Senate of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Senate Policy on Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available upon request.
- II. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with the Senate of Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

27. Health and Safety

- I. The Contractors, retained through the Finance Directorate, will be advised of their Occupational Health and Safety duties and responsibilities while working in the Senate workplace. The Contractor will be responsible for taking corrective action as warranted in cases of breach of those duties and responsibilities, as advised by the Director of Finance, Senate of Canada, or the Contracting Officer. A copy of the *Senate Policy on Occupational Health and Safety*, which is also applicable to the Contractor, is available upon request.

28. Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment in Annex B.

28.1 Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a “firm unit(s) price(s)”. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The Senate of Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

29. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the Individuals/corporation's account. Please send an e-mail to request a direct deposit form at: finpro@sen.parl.gc.ca.
- II. The method of payment is to be established between the client and the selected contractor before contract award.

29.1 Monthly Payment

For the Work detailed in the Statement of Work, Appendix A and B

Payments shall be made not more frequently than once a month, upon submission of an invoice to the satisfaction and acceptance of the Project Authority specified herein.

Payment by the Senate of Canada for the work shall be made in accordance with the Basis of Payment specified herein:

- thirty (30) days following the date on which all of the work has been delivered at the location(s) specified in the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed; or
- within thirty (30) days following the date on which an invoice and substantiating documentation is received according to the terms of the Contract;

whichever is later.

If the Senate has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, the Senate shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Senate requires. Failure by the Senate to act within (15) days will only result in the date specified in the preceding paragraph of the clause to apply for the sole purpose of calculating interest on overdue accounts.

30. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes, with the exception of QST (as applicable)
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

31. Invoicing Instructions

- I. An itemized invoice certified by the Contractor shall be forwarded to:

by e-mail at: finpro@sen.parl.gc.ca

or

**The Senate of Canada
Finance and Procurement Directorate
Parliament Buildings
Ottawa, Ontario
K1A 0A4**

II. Payment by the Senate to the Contractor for work, or goods, shall be made:

- In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
- If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

III. Progress payments are interim payments only. The Senate of Canada may conduct an audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded to the Senate of Canada.

IV. On a monthly basis the selected bidder shall provide the Senate Finance and procurement with an electronic general statement, one statement for Senators offices and one for the administration, sorted by order office, for all goods purchased through the for the previous month. This statement will contain details of items purchased, a sub-total for each order office and a total for the full amount of the statement.

V. On a monthly basis, the selected bidder shall submit a separate statement to each order office. Such statement shall only contain information relevant to the order office. Upon receipt of the selected bidders' statement authorised personnel in each order office shall immediately verify the statement for accuracy, sign such and forward to the Senate Finance and Procurement. In case of discrepancies, authorised personnel should immediately advise the selected contractor, Senate Finance and Procurement.

32. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. "Date of payment" means 30 days from the date of receipt of the invoice at the Senate.
- IV. The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

33. Advertisement

I The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed or goods provided to the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Senate source files.

34. Entire Agreement

I. This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

35. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Annex A, Statement of Requirement;
- (c) Annex B, Basis of Payment;
- (d) the Contractor's dated bid.

“ANNEX” A

Statement of Requirement

“Just In Time” Ink and Toner Imaging Supplies

1. Introduction

- 1.1 The Senate requires the services of a qualified supplier to provide “Just in Time” (JIT) Ink and Toner imaging supplies, on a when and where required basis.
- 1.2 The JIT services would include the supply and delivery of all ink and toner imaging supplies only.
- 1.3 The Senate spent \$109,212.45 for fiscal year 2011/3/2004, \$136,908.67 for fiscal year 2012/2013 and \$141,551.10 for fiscal year 2011/2012.

2. Scope

- 2.1 The Senate of Canada will submit orders for supplies by phone, fax or e-mail from various geographic regions of Canada directly from Senate users.
- 2.2 The procedures outlined in this appendix shall apply for the entire term of this agreement.

3. Initiating and Implementing the JIT Program

- 3.1 The selected Bidder shall be responsible to implement and initiate the JIT program at the Senate. All of the following must be completed prior to launch order processing by Senate clients. This will include but not be limited to the following;
 - Establish individual accounts for each order office;
 - Prepare and distribute an information kit in bilingual format, to introduce users to services offered, order desk contacts, and how to access available services;
 - Provide the project authority, Senate Finance and Procurement and each order office with the Senate price list;
- 3.2 A total of approximately one hundred and thirty two (132) accounts for individual order offices will be required. The Senate’s project authority will provide the selected Bidder with a list of order offices and authorised personnel for each account upon contract award.
- 3.3 The selected Bidder shall provide at no cost to the Senate, telephone order placement and customer service from 8:00 AM to 5:00 PM Mondays through Fridays.

4. Products

- 4.1 The Contractor shall supply and deliver the products listed and referenced in **Annex “B”** Items Pricing List, at the firm prices and discounts indicated therein or at greater discount, for the duration for the Contract term. The Item Pricing Lists are as follows:

Item Pricing List B1

High Usage Ink & Toner list of 50 items;

Price List of other Products B2

All Other List Items (Ink & Toner Imaging supplies) comprised of the products not listed in Item pricing List B1.

5. Order Processing

- 5.1 Order offices shall place orders for Ink and Toner supplies with the supplier via e-mail, fax or phone. The list of Ink and Toner in Annex "B" of this document will be used for bid evaluation purposes.
- 5.2 The selected contractor shall package all orders individually by order office and include a packing slip with the cost of goods with each package.
- 5.3 The selected contractor shall have an order management tracking system.

6. Delivery of Goods

- 6.1 Delivery of goods within the terms of this agreement shall be made within the National Capital Region and across Canada.
- 6.2 Delivery lead time for all goods in the National Capital Region are required within 24 hours.
- 6.3 Goods shall be delivered directly by the selected Bidder to the location indicated by the individual Senate order office.
- 6.4 The delivery personnel shall obtain a signature for all deliveries. In cases where there is no one present to receive goods at the requested destination, the following procedures shall be followed;
 - A- The bidder's delivery personnel shall complete and affix "a notice of delivery" form (Senate form no. SEN05049) or service provider's form on the order office door indicating that delivery was attempted but no one was present to receive such. The delivery notice shall advise that the goods have been delivered to Senate Security Freight door.
 - B- The parcel shall then be delivered to the Senate Security Freight door in the appropriate building. The selected bidder's personnel will obtain a signature and the time of the delivery from the constable at the door.
 - C- Senate Messenger Services shall re-deliver the parcel to the order office.

7. Receipt of Goods

- 7.1 Senate Order Offices shall sign and forward all packing slips for goods ordered and received directly from the supplier to Senate Finance and Procurement for reconciliation purposes. Packing slips and receipt reports for goods processed through Senate Procurement via a formal Purchase Order shall be signed and forwarded to Senate Procurement once goods are received.
- 7.2 Senate personnel shall ensure that the goods delivered are indeed destined for them, verify the total quantity of pieces on delivery slip, note any discrepancies on the delivery slip and sign such. All damages or short shipments should be immediately noted on the delivery slip prior to signing such. Concealed damages should be immediately reported to the selected Bidder.

-
- 7.3 All late deliveries or unresolved issues should be immediately reported to Senate Procurement for appropriate action.
- 7.4 The selected contractor shall itself, have the ability to honor manufacturer's warranty on items offered.
- 7.5 The selected contractor shall order and ship to the Senate new replacement goods upon notice from the senate to the contractor of defective goods.

8. Reporting

- 8.1 On a monthly basis, the Selected Bidder shall provide Senate Procurement with a detailed individual order office monthly report for all goods purchased through this contract for the preceding month. Such reports will be distributed in the language choice of the order office and will contain as a minimum, the following information:

- Order Office Account number
- Description of goods issued
- Quantity and unit of issue
- Total cost per line item
- Total cost of goods for the quarter
- Total cost year to day

- 8.2 In addition to requirements under 10.1 above, the Selected Bidder shall provide Senate Procurement with consumption and costing reports as may be required.

9. Price Increases

- 9.1 The selected bidder must provide the Senate of Canada with a thirty (30) day written notification for any price increase for goods to be supplied under this agreement.

A- Acceptance of Price Increase by The Senate's Project Authority

Upon receipt of a price increase notification from the selected bidder, the project authority may accept the increase or reject such. In cases of acceptance, the project authority shall advise the selected bidder in writing of the acceptance and an amendment to the contract shall be issued.

B- Rejection of Price Increase by The Senate's Project Authority

In cases of rejection, the project authority shall advise the selected contractor that the increase is not acceptable and the specific items affected shall be removed from the agreement. In such cases the specific items may be purchased from any other sources as may be determined by the Senate. In cases where price increase affect a significant quantity of items, the Senate at its' discretion may cancel the entire agreement.

- 9.2 The selected bidder must provide justification from the source of the product for all price increases. Such justification must accompany the written notification described above in 11.1

10. Substitute Products

- 10.1 The selected Bidder must provide the Senate's Project Authority with sixty (60) days written notice for any proposed changes to products described in this RFP. This notification must include the description of the proposed substitute product or a sample of such for testing by the Senate. In such cases the Project Authority may accept the substitute product or in cases of rejection, the Senate may request that the selected bidder provide alternative items for testing.

11. Other Items

- 11.1 Senate Procurement may purchase, through formal Purchase Orders items not listed in the Selected Bidder's Lists, to be supplied after the contract has been awarded. Therefore, the selected Bidder shall provide the Procurement Division of the Senate with an updated Price List of other Products.

12. Access to Senate Precinct

- 12.1 The Bidder's delivery personnel must be security cleared in accordance with Part 5, article 7 of this document. Once the Bidders' delivery personnel are accredited the Senate shall issue a contractors' access pass to each accredited delivery person. The holder must wear the access pass in order to gain access to Senate precinct; Central Block, East Block, Victoria Building (140 Wellington St.), Chambers Building (40 Elgin Street) and 45 Sacré Cœur Blvd. in Hull.

13. Environmental Factors

- 13.1 In the spirit of good environmental stewardship the Senate recycles expended toner cartridges and at times acquires remanufactured cartridges. All cartridges must meet or exceed the Canadian General Standards Board Class 2, CAN/CGSB-53 148-96 certification.
- 13.2 The selected supplier must have in place a recycling program for ink cartridges and take them from the Senate free of charge.

14. Bidder's Cost Proposal

- 14.1 Pricing must include all requirements as set forth in the RFP.
- 14.2 Bidders must complete the product number, pricing unit cost and total cost portions of the Annex "B" Item Pricing Lists **B1** based on the product descriptions, UIMs and QTYs. The "Grand Total" or "Total Annual Cost" must be inserted at section 14.6 below. The unit costs proposed shall form the basis for any resulting Contract, and shall be firm for the duration of the Contract. The product quantities indicated are based on the Senate's average annual consumption rates of the high usage products in 2013. The quantities, as well as the "Total Annual Cost" figures are for proposal cost evaluation purposes only. The Bidder's "Grand Total" or "Total Annual Cost" for Lists **B1** will be evaluated as detailed in Part 4, article 3 of this document.
- 14.3 Bidders must provide their total proposed discount rate for all Pricing List **B2** products at section 14.7 below. The rate must be provided as a percentage value. The discount rate will be evaluated as detailed in Part 4, article 3 of this document.
- 14.4 Please note that any resulting contract will be based on firm unit prices and that the total cost proposed will be all inclusive. No other costs or charges will be applicable or payable by the Senate for this project unless specifically included herein.
- 14.5 **Pricing must be submitted in a separate sealed package clearly labelled "Cost Proposal" along with the Bidders company name. No financial information may appear in the technical proposal.**
- 14.6 Annex B Item Pricing List **B1** "High Usage Ink and Toner" total annual cost proposed:

\$

14.7 Annex B Item Pricing List **B2** "All Other Products" discount rate:

ANNEX B

Basis of Payment

Pricing B1 - High usage Ink and Toner items list

No.	Manf. Part no. and or bidders prod #	DESCRIPTION	Pkg	Qty. in Pkg.	Approx . Ann. Qty Ord.	Total cost
1	108R00727	XEROX CART. BLACK 6 STICKS	PK	6	45x6	
2	108R00723	XEROX CART. CYAN 3 STICKS	PK	3	42x	
3	108R00725	XEROX CART. YELLOW 3 STICKS	PK	3	40	
4	CC530A	HP COLOUR LASER TONER BLACK	BX	1	40	
5	108R00724	XEROX CART. MAGENTA 3 STICKS	PK	3	35	
6	CC364A	HP LASERJET CART. BLACK FOR	EA	1	14	
7	Q5942X	HP CARTRIDGE BLACK SMART PRINT	EA	1	17	
8	108R00930	XEROX INK BLK 8570 4 STICKS	PK	4	18	
9	CC533A	HP COLOUR LASER TONER MAGENTA	EA	1	32	
10	CC531A	HP COLOUR LASER TONER CYAN	EA	1	28	
11	Q5950A	HP LASER CARTRIDGE BLACK 11 000	EA	1	17	
12	Q1338A	HP BLK LASERJET CART 4200	EA	1	13	
13	CC532A	HP COLOUR LASER TONER YELLOW	EA	1	26	
14	108R00928	XEROX INK YEL 8570 2 STICKS	PK	1	13	
15	108R00927	XEROX INK MAG 8570 2 STICKS	PK	1	13	
16	108R00926	XEROX INK CYAN 8570 2 STICKS	PK	1	13	
17	CE413A	HP 305A LASERJET TONER-MAGENT	EA	1	13	
18	CE412A	HP 305A LASERJET TONER-YELLOW	EA	1	13	
19	108R00675	XEROX MAINTENANCE KIT FOR	EA	1	14	
20	Q5951A	HP LASER CARTRIDGE CYAN 10 000	EA	1	9	
21	CE411A	HP 305A LASERJET TONER -CYAN	EA	1	12	

22	Q6470A	HP LASER CARTRIDGE BLACK 6 000	EA	1	15	
23	Q5942A	HP LASERJET CARTRIDGE BLK	EA	1	10	
24	CE410A	HP 305A LASERJET TONER -BLACK	EA	1	14	
25	Q5953A	HP LASER CARTRIDGE MAGENTA 10 0	EA	1	7	
26	C8551A	HP PRT CART.FOR LJ9500 CYAN	EA	1	3	
27	108R00726	XEROX SOLID INK BLACK 3 STICKS	PK	3	16	
28	Q7582A	HP LASER CARTRIDGE YELLOW 6000 P	EA	1	8	
29	Q7583A	HP LASER CARTRIDGE MAGENTA 6000 P	EA	1	7	
30	C4127X	TONER 4000/4000T/4000TN HP	EA	1	6	
31	TN570	BROTHER TONER FOR HL 5100	EA	1	12	
32	C8552A	HP PRT CART.FOR LJ9500 YELLOW	EA	1	2	
33	CE251A	HP COLOR LASERJET CYAN	EA	1	3	
34	CE253A	HP COLOR LASERJET MAGENTA	EA	1	3	
35	CE250X	HP COLOR LASERJET BLACK	EA	1	4	
36	C4096A	LASER TONER BLK HP 2100 SERIE	EA	1	7	
37	CE260A	HP TONER FOR LASERJET CP4025	EA	1	4	
38	TN540	BROTHER TONER FOR HL 5100	EA	1	14	
39	CC364X	HP LASERJET CART. BLACK FOR	EA	1	2	
40	CE262A	HP TONER FOR LASERJET CP4025	EA	1	2	
41	CE261A	HP TONER FOR LASERJET CP4025	EA	1	2	
42	CE263A	HP TONER FOR LASERJET CP4025	EA	1	2	
43	Q7581A	LASER CARTRIDGE CYAN 6 000 P	EA	1	5	
44	CE410XD	HP 305X BLK DUAL PACK LJ TONER	EA	1	3	
45	CC364XD	HP LASERJET CARTRIDGE DUAL PK	EA	2	1	
46	C8550A	HP PRT CART.FOR LJ9500 BLK	EA	1	3	
47	Q7553A	HP TONER CART FOR P2015 SERIES	EA	1	10	
48	Q5952A	LASER CARTRIDGE YELLOW 10 00	EA	1	3	

49	CE252A	HP COLOR LASERJET YELLOW	EA	1	2	
50	10S0150	CART LEXMARK E210 LASER BLK	EA	1	4	

Pricing B2 - Discount rate for all other Products

	%
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