

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver, BC V6Z 0B9
Bid Fax: (604) 775-7526**

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet OEM toners pour Statistiques Canada	
Solicitation No. - N° de l'invitation 45045-150015/A	Date 2015-06-30
Client Reference No. - N° de référence du client 45045-150015	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-582-7542	
File No. - N° de dossier VAN-5-38074 (582)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-12	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lee, Hilda	Buyer Id - Id de l'acheteur van582
Telephone No. - N° de téléphone (604) 666-1106 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: STATISTICS CANADA MAIN BLDG RM 1405 150 TUNNEYS PASTURE OTTAWA Ontario K1A0T6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
219 - 800 Burrard Street
800, rue Burrard, pièce 219
Vancouver, BC V6Z 0B9

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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TITLE: OEM Toners for Statistic Canada

SEE ATTACHED

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

Statistic Canada has a requirement for Original Equipment Manufacturer (OEM) toner cartridges detailed in Annex A – Requirement. The cost of goods must include shipping charges and custom duties, GST/HST extra if applicable.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ottawa.

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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (2 hard copies)

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

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.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory criteria are detailed under Annex A – Requirement. All mandatory OEM parts must be included in the bid.

4.1.2 Financial Evaluation

4.1.2.1 Complete an Annex B – Basis of Payment

4.1.2.2 SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0069T (2007-05-25), Basis of Selection

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its

obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions **2003** (**OR insert 2004, as applicable**). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "**FCP Limited Eligibility to Bid**" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from **Employment and Social Development Canada (ESDC) - Labour's** website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "**FCP Limited Eligibility to Bid**" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

As part of the evaluation, Canada requires OEM Certifications for the production printer being bid. If the Bidder is itself the OEM, it must provide the certification entitled "OEM Certification – Bidder is the OEM of Products Offered". If the Bidder is not the OEM, it must provide the certification entitled "OEM Certification – Bidder is not the OEM of Products Bid". If the Bidder is bidding products from multiple OEMs, a separate certification must be provided in respect of each OEM.

OEM Certification – Bidder is the OEM of Products Bid	
On behalf of the Bidder, I certify that the Bidder is itself the OEM of the products being offered in response to the Solicitation identified below.	
Solicitation Number	45045-150015/A
Name of Bidder	
Signature of Bidder's Authorized Representative	
Name of Bidder's Authorized Representative	
Date Signed	
If this Certification is limited to specific products or	

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specific services, please provide details	
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Note for Joint Venture Bidder: Where one of the members of the joint venture is the OEM, then this certification is required to be signed by that member of the joint venture.

OEM Certification – Bidder is not the OEM of Products Bid	
The OEM identified below authorizes the Bidder named below to provide its products and provide warranty service in relation to those products under the Contract issued as a result of the Solicitation identified below.	
Name of OEM	
Address of OEM	
Name of OEM's Authorized Representative	
Title of OEM's Authorized Representative	
Telephone Number of OEM's Authorized Representative	
Fax Number of OEM's Authorized Representative	
Signature of OEM's Authorized Representative	
Date Signed	
Solicitation Number	45045-150015/A
Name of Bidder	
If this Certification is limited to specific products or specific services, please provide details	

Note for Joint Venture Bidders: Certifications made by the OEM must name (as the Bidder) ALL members of the joint venture Bidder that will be involved in delivering or servicing that OEM's equipment in the performance of the Work, or the joint venture itself must be named (if the joint venture has been given a name).

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

Statistic Canada has a requirement for Original Equipment Manufacturer (OEM) toner cartridges detailed in Annex A – Requirement. The cost of goods must include delivery, custom duties, GST/HST extra if applicable.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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6.3.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All quantities must be received within 3 weeks after contract award.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hilda Lee, Supply Specialist
Public Works and Government Services Canada, Pacific Region
Suite 219 - 800 Burrard Street, Vancouver, BC V6Z 0B9

Telephone: 604-666-1106
Facsimile: 604-775-7526
E-mail address: Hilda.Lee@pwgsc-tpsgc.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.

6.5.2 Project Authority

The Project Authority for the Contract is:

[To be inserted at contract award.]

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ _____. Customs duties, and shipping cost are included and Applicable Taxes are extra.

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.

6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.6.3 Terms of Payment – Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.7.1.1 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded: Linda.Harding@pwgsc-tpsgc.gc.ca

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

6.10 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.

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- (a) the Articles of Agreement;
 - (b) the supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
 - (c) the general conditions 2010A (2014-11-27), General Conditions – Goods (Medium Complexity);
 - (d) Annex A, Requirement;
 - (e) Annex B, Basis of Payment
 - (f) the Contractor's bid dated _____ (*insert date of bid*)

6.11 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

ANNEX "A"

REQUIREMENT

Statistic Canada has a requirement for the supply and delivery of toner cartridges. The Contractor must be able to provide all of the Original Equipment Manufacturer (OEM) toner cartridges detailed below.

A1. Mandatory Quantities – OEM toner cartridges

<u>Item</u>	<u>OEM Product Number</u>	<u>Description</u>	<u>Quantity</u>
1	C9720A	HP 641A Black Toner Cartridge (9000 pages)	12
2	C9721A	HP 641A Cyan Toner Cartridge (8000 pages)	6
3	C9723A	HP 641A Magenta Toner Cartridge (8000 pages)	18
4	CB390A	HP 825A Black Toner Cartridge (19,500 pages)	3
5	CE251A	HP 504A Cyan Toner Cartridge (7000 pages)	3
6	CE253A	HP 504A Magenta Toner Cartridge (7000 pages)	1
7	CE260A	HP 647A Black Toner Cartridge (8500 pages)	5
8	CE270A	HP 650A Black Toner Cartridge (13,000 pages)	5
9	CE271A	HP 650A Cyan Toner Cartridge (13,000 pages)	6
10	CE272A	HP 650A Yellow Toner Cartridge (13,000 pages)	3
11	CE273A	HP 650A Magenta Toner Cartridge (13,000 pages)	6
12	CF032A	HP 646A Yellow Toner Cartridge (12,500 pages)	1
13	CF033A	HP 646A Magenta Toner Cartridge (12,500 pages)	3
14	Q5950A	HP 643A Black Toner Cartridge (11,000 pages)	24
15	Q5951A	HP 643A Cyan Toner Cartridge (10,000 pages)	14
16	Q5952A	HP 643A Yellow Toner Cartridge (10,000 pages)	14
17	Q5953A	HP 643A Magenta Toner Cartridge (10,000 pages)	15
18	Q6460A	HP 644A Black Toner Cartridge (12,000 pages)	3
19	Q7570A	HP 70A Black Toner Cartridge (15,000 pages)	2
20	C8543X	HP 43X Black High Yield Toner Cartridge (30,000 pages)	15
21	C8767WC	Black Ink Cartridge (860 pages)	1
22	C9363WC	HP 97 Tri-Colour Ink Cartridge (560 pages)	3

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<u>Item</u>	<u>OEM Product Number</u>	<u>Description</u>	<u>Quantity</u>
23	CE262A	HP 648A Yellow Toner Cartridge (11,000 pages)	3
24	CE390X	HP 94X Black High- Yield Toner Cartridge (24,000 pages)	6
25	CF031A	HP 646A Cyan Toner Cartridge (12,500 pages)	2
26	Q5942A	HP 42A Black Toner Cartridge (10,000 pages)	4
27	Q5942X	HP 42X Black High Yield Toner Cartridge (20,000 pages)	8
28	CE250X	HP 504X Black High Yield Toner Cartridge (10,500 pages)	1
29	CE252A	HP 504A Yellow Toner Cartridge (7000 pages)	1
30	Q5945A	HP 45A Black Toner Cartridge (18,000 pages)	1
31	C9730A	HP 645A Black Toner Cartridge (13,000 pages)	29
32	C9731A	HP 645A Cyan Toner Cartridge (12,000 pages)	12
33	C9732A	HP 645A Yellow Toner Cartridge (12,000 pages)	14
34	C9733A	HP 645A Magenta Toner Cartridge (12,000 pages)	14

ANNEX B

BASIS OF PAYMENT

The Contractor must provide all Original Equipment Manufacturer (OEM) parts detailed in Annex A – Requirement, and the cost of goods must include delivery to Shipping & Receiving, 170 Tunney's Pasture Driveway, Ottawa, ON. Remanufactured and compatible parts are NOT acceptable. Customs duties and shipping charges are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

B1. Mandatory Quantities – OEM toner cartridges

Item	OEM Product Number	Supplier's Part Number	Description	Unit Price	Quantity	Extended Price (Unit Price X Quantity)
1	C9720A		HP 641A Black Toner Cartridge (9000 pages)		12	
2	C9721A		HP 641A Cyan Toner Cartridge (8000 pages)		6	
3	C9723A		HP 641A Magenta Toner Cartridge (8000 pages)		18	
4	CB390A		HP 825A Black Toner Cartridge (19,500 pages)		3	
5	CE251A		HP 504A Cyan Toner Cartridge (7000 pages)		3	
6	CE253A		HP 504A Magenta Toner Cartridge (7000 pages)		1	
7	CE260A		HP 647A Black Toner Cartridge (8500 pages)		5	
8	CE270A		HP 650A Black Toner Cartridge (13,000 pages)		5	
9	CE271A		HP 650A Cyan Toner Cartridge (13,000 pages)		6	
10	CE272A		HP 650A Yellow Toner Cartridge (13,000 pages)		3	
11	CE273A		HP 650A Magenta Toner Cartridge (13,000 pages)		6	
12	CF032A		HP 646A Yellow Toner Cartridge (12,500 pages)		1	
13	CF033A		HP 646A Magenta Toner Cartridge (12,500 pages)		3	
14	Q5950A		HP 643A Black Toner Cartridge (11,000 pages)		24	
15	Q5951A		HP 643A Cyan Toner Cartridge (10,000 pages)		14	
16	Q5952A		HP 643A Yellow Toner Cartridge (10,000 pages)		14	
17	Q5953A		HP 643A Magenta Toner Cartridge (10,000 pages)		15	
18	Q6460A		HP 644A Black Toner Cartridge (12,000 pages)		3	
19	Q7570A		HP 70A Black Toner Cartridge (15,000 pages)		2	
20	C8543X		HP 43X Black High Yield Toner Cartridge (30,000 pages)		15	
21	C8767WC		HP 96 Black Ink Cartridge (860 pages)		1	
22	C9363WC		HP 97 Tri-Colour Ink Cartridge (560 pages)		3	

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23	CE262A		HP 648A Yellow Toner Cartridge (11,000 pages)		3	
24	CE390X		HP 94X Black High- Yield Toner Cartridge (24,000 pages)		6	
25	CF031A		HP 646A Cyan Toner Cartridge (12,500 pages)		2	
26	Q5942A		HP 42A Black Toner Cartridge (10,000 pages)		4	
27	Q5942X		HP 42X Black High Yield Toner Cartridge (20,000 pages)		8	
28	CE250X		HP 504X Black High Yield Toner Cartridge (10,500 pages)		1	
29	CE252A		HP 504A Yellow Toner Cartridge (7000 pages)		1	
30	Q5945A		HP 45A Black Toner Cartridge (18,000 pages)		1	
31	C9730A		HP 645A Black Toner Cartridge (13,000 pages)		29	
32	C9731A		HP 645A Cyan Toner Cartridge (12,000 pages)		12	
33	C9732A		HP 645A Yellow Toner Cartridge (12,000 pages)		14	
34	C9733A		HP 645A Magenta Toner Cartridge (12,000 pages)		14	

TOTAL: \$ _____