

Community Consolidated School District 15

580 North First Bank Drive

Palatine, Illinois 60067

REQUEST FOR PROPOSAL FOR PRINTER TONER CARTRIDGES

RFP #14-006

September 17, 2013



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REQUEST FOR PROPOSAL FOR
PRINTER TONER CARTRIDGES

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Community Consolidated School District 15, 580 North First Bank Drive, Palatine, Illinois 60067, is requesting **PROPOSALS** for Printer Toner Cartridges all in accordance with the contract documents including specifications as filed with the Purchasing Agent in the Business Office.

INSTRUCTIONS TO VENDORS

PROPOSALS:

All PROPOSALS must be submitted on forms furnished by Community Consolidated School District 15. Quotations submitted on other forms may be rejected.

Quotations must be signed in longhand by person(s) legally authorized to perform such function. Evidence may be required to substantiate the signature. We are sending one copy of Exhibit "A" and Exhibit "B". Please return Exhibit "B" as your proposal in a sealed envelope labeled PRINTER TONER CARTRIDGES and retain a copy for your files:

ADDRESSED TO: Board of Education
Community Consolidated School District 15
580 North First Bank Drive
Palatine, Illinois 60067
Attn: Linda Styczen, Purchasing Agent
Due: Friday, September 27, 2013 at 2:00 p.m.

Any time stated is in Central Standard Time zone.

Proposal Deposit:

None required. Vendor acknowledges his failure to perform within the intent of the proposal solicitation may disqualify him from quoting with Community Consolidated School District 15.

Examination of Specifications:

Each vendor shall acquaint himself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract.

Time for Receiving Quotes:

Quotes must be delivered to the Community Consolidated School District 15 prior to, Friday, September 27, 2013, by 2:00 P.M. **It is the vendor's responsibility to check web site 24 hours before due date to see if any addendums have been issued regarding this request for proposal.**

Requests for Proposals will be held without right of withdrawal until October 9, 2013, at 7:00 p.m. when it is anticipated the Board will be acting on the proposal. Results of the board decision will be posted on district website www.ccsd15.net on Thursday, October 10, 2013. Any time stated is in Central Standard Time zone.

Award of Contract:

Contracts will be awarded to the lowest responsible, responsive vendor, as determined by the Board in its sole judgment, considering conformity with specifications, terms of delivery, quality and serviceability, and such other factors as the Board deems necessary and appropriate in the best interest of the School District.

We are providing one copy of Exhibit "B" PRINTER TONER CARTRIDGES. Please return Exhibit "B" as your proposal in a sealed envelope labeled PRINTER TONER CARTRIDGES and retain a copy for your records.

GENERAL CONDITIONS

1. REQUEST FOR PROPOSAL (AND SAMPLES, IF ANY) MUST BE RECEIVED IN OUR OFFICE BY FRIDAY, SEPTEMBER 27, 2013 BY 2:00 P.M..
2. All vendors shall familiarize themselves with the details of the program.
3. The Board of Education reserves the right to split the quote on the basis of best quotation. The quote of the lowest responsible vendor complying in all respects with these conditions and all specifications is normally accepted. The Board reserves the right to reject any and all proposals or any part thereof, to waive immaterial technicalities in the quoting, and to accept the proposal deemed most favorable to the Board after all proposals have been examined and evaluated. Board of Education decisions are final in all instances and not subject to recourse.
4. All items will be awarded on the basis of price, quality, as determined by the Board of Education, and delivery time.
5. Unless otherwise specified in the invitation to quote, YOUR PROPOSAL PRICE MUST BE A DELIVERED PRICE, F.O.B. ROLLING MEADOWS, AND WITH ALL TRANSPORTATION AND HANDLING CHARGES PAID BY THE VENDOR TO ONE LOCATION. Delivery must be made as specified on the dates indicated in the specifications of Exhibit "A" when applicable.
6. Community Consolidated School District No. 15 reserves the right to terminate the contract for just cause upon 10 days' written notice to contractor without any penalties. For purposes of this contract, just cause may include, but is not necessarily limited to, any of the following:
 - A. The contractor's entry into liquidation, receivership or dissolution, its filing for bankruptcy or insolvency, or the assignment of its assets for the benefit of its creditors;
 - B. The contractor's failure to pay suppliers or workmen, or failure to provide sufficient workmen or sufficient supplies for the job;
 - C. The contractor's disregard of applicable laws, ordinances or the instructions of Community Consolidated School District No. 15;
 - D. The contractor's failure to follow the proposal specifications or its violation of the contract documents;
 - E. The contractor's failure, for any reason, to maintain the level of service required by the proposal specifications; or
 - F. Any other failure on the part of the contractor to perform or adhere to any of its obligations under this contract.
7. Supplier shall agree to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and shall certify that all items furnished under this proposal will conform to and comply with said standards and regulations.
8. Supplier shall agree to comply with provisions of the Consumer Products Safety Act of 1972 and shall certify that items furnished under this proposal conform with applicable standards.
9. Title to the goods herein described shall not pass until said goods have actually been received by Board or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by Board or its consignee shall be borne by Seller. Nothing herein contained, however, shall be construed to deprive Board of its interest, or limiting such interest, in goods herein described prior to such actual receipt.
10. All material and workmanship shall be subject to inspection and test by Board or designee. Board reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the specifications contained herein or Seller's warranties (express or implied). Rejected goods shall be removed at the expense of the Seller, including transportation both ways, promptly after notification of rejection. As to rejected goods, Seller shall bear all costs of inspection and all risk of loss.
11. Payment by Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.
12. Purchase order number and vendor name must appear on each invoice.
13. Signature Constitutes Acceptance - The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.

GENERAL CONDITIONS

14. Board reserves its rights to reject any goods and to cancel all or any part of this sale if Seller fails to deliver all or any part of the goods described in the invitation to quote in accordance with the terms, conditions, and quote shall not obligate Board to accept future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If seller ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or if a receiver for Seller is appointed or applied for, or if an assignment for the benefit of creditors is made by Seller, Board may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to quote then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.
15. Seller makes the following warranties to Board and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be of merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the specifications contained herein. Seller agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties for additional scope given to Board by Seller.
16. Seller agrees to indemnify and hold harmless Board, its successors, assigns, customer, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Seller agrees that it will assume the defense of any and all such suits and pay all costs, judgments and expenses incidental thereto.
17. The vendor shall at all times observe and comply with all laws, ordinances, regulations and codes for the Federal, State, County and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.
18. The Board is exempt from paying Illinois Use Tax (Ill. Rev. Stat., ch. 120, S 439.3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (Ill. Rev. Stat., ch. 120, S 441).
19. The Board is exempt from paying Federal Excise Taxes (I.R.S. ch. 32, subchapter G, S 4221).
20. In computing transportation costs, bidders should not include any federal transportation tax, because Board is exempt.
21. **ERRORS AND OMISSIONS** - All proposals shall be submitted with each space properly completed. Special attention of vendors is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and vendors will be held strictly to the proposals as submitted. Should a vendor find any discrepancies in, or omissions from any of the documents, or be in doubt as to their meanings, he shall advise the Director for Business Services who will issue the necessary clarifications to all prospective vendors by means of addenda. Failure on the part of the prospective vendor to receive a written interpretation prior to the time of the opening of quotes will not be grounds for withdrawal of his proposal. Oral explanations will not be binding.
22. Community Consolidated School District 15 will make every attempt to make payments for items ordered on bid within 30 days of delivery. Invoices must be submitted in a timely manner and if received by the 25th of the month will be processed and paid at the next regularly scheduled Board of Education meeting normally held on the second Wednesday of each month.
23. The quote of the lowest responsible vendor complying in all respects with these conditions and all specifications is normally accepted. The Board reserves the right to reject any and all quotes/proposals or any part thereof, to waive immaterial technicalities in the quotes, and to accept the quote deemed most favorable to the Board after all quotes have been examined and evaluated. Board of Education decisions are final in all instances and not subject to recourse.
24. **Questions regarding this RFP will only be addressed by e-mail and should be sent to Linda Styczen, styczenl@ccsd15.net. The deadline for all e-mail questions is Thursday, September 26, 2013, at 12:00 p.m. Central Standard Time, and no questions will be addressed after that date.**

Requests for Proposals will be held without right of withdrawal until October 9, 2013, when it is anticipated the Board of Education will be acting on the proposal.

EXHIBIT "A"
SPECIFICATIONS FOR PRINTER TONER CARTRIDGES
September 17, 2013

The Board of Education reserves the right to split the quote on the basis of best quotation.

General Requirements:

- Vendor shall furnish cartridges that are OEM compatible or have been fully remanufactured. Both shall adhere to specifications equal to or exceed OEM cartridge specifications or approved remanufactured toner cartridge industry standards established by the Standardized Test Methods Committee (STMC), or the latest guidelines adopted by ASTM International for remanufactured or OEM compatible toner cartridges.
- Toner cartridges that are only refilled or recharged do not meet these specifications and are not acceptable. "Split hopper" cartridges will not be considered unless there is no alternative method of remanufacturing them.
- All cartridges new or remanufactured shall be guaranteed to perform to the manufacturer's (OEM) specifications. The cartridge shall equal or exceed the yield of the manufacturer's (OEM) specification.
- Vendor shall warrant the remanufactured or OEM compatible toner cartridges against defects in material and workmanship for a minimum of one year from the purchase date.
- Any cartridge found defective, shall be replaced free of charge regardless of the amount of toner remaining in the cartridge.
- If the defective cartridge cause damage to the equipment, the Vendor shall be responsible for the payment of the repair, or replacement, of the equipment.
- The amounts listed in the **Order Quantity** column will be for the initial purchase. There may be a second purchase during the course of the 2013 – 2014 school year. The amounts of that purchase, if needed, will be determined during the course of the year. Pricing must be guaranteed from RFP until **June 30, 2014**.
- All defective toner cartridges will be returned to the Vendor at the Vendor's expense.
- Ink jet cartridges must have an expiration date at least one year later than ship date.
- The Vendor shall provide instructions for recycling toner cartridges free of charge. Vendor's recycling program shall ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental and human health and safety laws.

*200 each -	#HP-C7115A, Black Cartridge for HP Laser Series 1200 Printers
*5 each -	#HP #10 Black #C-4844-A, Cartridge for HP Series 2200 Printers
*10 each -	#HP #11 Cyan (Blue) #C4836-AN, Cartridge for HP Series 2200 Printers
*10 each -	#HP #11 Magenta (Red) #C4837AN, Cartridge for HP Series 2200 Printers
*5 each -	#HP #11 Yellow #C4838AN, Cartridge for HP Series 2200 Printers
25 each -	#Q6000A – Black Cartridge for HP Laser Jet 2600N Printers
20 each -	#Q6001A – Cyan (Blue) Cartridge for HP Laser Jet 2600N Printers
30 each -	#Q6002A – Yellow Cartridge for HP Laser Jet 2600N Printers
30 each -	#Q6003A – Magenta (Red) Cartridge for HP Laser Jet 2600N Printers
*50 each -	#HP80A / CF280A – Black Cartridge for HP Laser Jet 400 Printer Series 401n
*30 each -	#HP CE410A – Black Cartridge for HP Laser Jet 400 Printer Series M451dn
*30 each -	#HP CE411A – Cyan (Blue) Cartridge for HP Laser Jet 400 Printer Series M451dn
*30 each -	#HP CE412A – Yellow Cartridge for HP Laser Jet 400 Printer Series M451dn
*30 each -	#HP CE413A – Magenta (Red) Cartridge for HP Laser Jet 400 Printer Series M451dn

On Exhibit "B" explain how defective cartridges will be handled and provide instructions for recycling cartridges.

EXHIBIT "B"
 REQUEST FOR PROPOSAL
 PRINTER TONER CARTRIDGES
 SEPTEMBER 17, 2013
 COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

NAME OF VENDOR _____ TITLE _____

ADDRESS OF VENDOR _____ CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____ DATE OF QUOTE _____
 (AREA CODE)

1. The Board of Education, Community Consolidated School District 15, Palatine, Illinois, reserves the right to reject any or all proposals and to waive any informality in quoting.
2. Having carefully examined all documents, as well as the proposed program, the undersigned hereby proposes to furnish all equipment and services (see attached letter outlining in detail the exact services proposed) set forth by the specifications, notice to vendors, general conditions and form of proposal herein referred to and described.
3. By entering into this Agreement, Contractor/Vendor certifies and warrants to the Board of Education that it is not barred from entering into this Agreement for any reason whatsoever, including, but not limited to, a violation of Section 33E-3 (Bid Rigging) or Section 33E-4(Bid Rotating) of the Illinois Criminal Code of 1961.

The Board of Education reserves the right to split the quote on the basis of best quotation.

***Ink jet cartridges must have expiration date at least one year later than ship date.**

Order Quantity	Cartridge	Printer Description	Cartridge Manufacturer / Model Number	STANDARD CARTRIDGE		HIGH CAPACITY CARTRIDGE	
				Page Yield (at 5% Coverage)	Unit Price	Page Yield (at 5% coverage)	Unit Price
200 *	HP-C7115A Black	HP Laser Series 1200					
5 *	HP #10 Black C-4844-AN	HP Series 2200					
10 *	HP #11 Cyan (Blue) C4836-AN	HP Series 2200					
10 *	HP #11 Magenta (Red) C4837-AN	HP Series 2200					
5 *	HP #11 Yellow C4838-AN	HP Series 2200					
25	Q6000A Black	HP Laser Jet 2600N					
20	Q6001A Cyan (Blue)	HP Laser Jet 2600N					
30	Q6002A Yellow	HP Laser Jet 2600N					
30	Q6003A Magenta (Red)	HP Laser Jet 2600N					

Order Quantity	Cartridge	Printer Description	Cartridge Manufacturer / Model Number	STANDARD CARTRIDGE		HIGH CAPACITY CARTRIDGE	
				Page Yield (at 5% Coverage)	Unit Price	Page Yield (at 5% coverage)	Unit Price
50 *	HP80A / CF280A Black	HP Laser Jet 401N					
30 *	HP CE410A Black	HP Laser Jet M451DN					
30 *	HP CE411A Cyan (Blue)	HP Laser Jet M451DN					
30 *	HP CE412A Yellow	HP Laser Jet M451DN					
30 *	HP CE413A Magenta (Red)	HP Laser Jet M451DN					

On Exhibit "B", explain how defective cartridges will be handled.

- On Exhibit "B" provide instructions for recycling cartridges free of charge.

Estimated delivery date _____

COMPANY _____

SIGNATURE OF VENDOR

TITLE