

**PRINTER LASER TONER CARTRIDGES
(REMANUFACTURED and NEW)
REQUEST FOR RESPONSE
OFF06**

COMMONWEALTH OF MASSACHUSETTS

Procuring Department:	Operational Services Division
PMT/Category:	Office Equipment, Supplies & Services PMT
RFR File Name/Title:	Printer Laser Toner Cartridges (Remanufactured and New)
RFR File Number:	OFF06
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PROCUREMENT CALENDAR

The Operational Services Division (OSD) on behalf of the Procurement Team(PMT) for Office, Recreational and Educational Supplies and Equipment and the Commonwealth of Massachusetts, solicits proposals that will result in a Statewide Contract. The schedule of events for this solicitation, subject to amendment by the PMT is:

EVENT	DATE	TIME
Release of RFR	December 21, 1998	5:00 P.M.
Bidders Conference (see below)	December 29, 1998	10:00 A.M.
Deadline for Written Inquiries	January 5, 1999	10:00 A.M.
Response to Written Inquiries (estimated)	January 7, 1999	3:00 P.M.
Response Due Date	January 13, 1999	3:00 P.M.
Completion of Evaluations (estimated)	January 29, 1999	
Notification to Vendors (estimated)	February 2, 1999	
Effective Date of Contract (estimated)	February 3, 1999	3:00 P.M.

The Commonwealth Procurement Access & Solicitation System (Comm-Pass) is the only manner in which to receive this RFR and any changes and/or communication pertaining to this RFR, as well as future RFR's.

For more information phone: 1-888-MA State (888) 627-8283) E-mail: Comm-Pass@state.ma.us.

**If you have questions concerning any part of this RFR
the Bidders Conference is a key opportunity to get answers.**

BIDDERS CONFERENCE

**December 29, 1998
10:00 A.M. - 12:00 P.M.
One Ashburton Place
21st Floor , Conference Room 1
Boston, Mass. 02108-1552**

Bidders are urged to attend the Bidders Conference noted above.

It is **strongly recommended** that interested Bidders download this RFR from Comm-PASS prior to attending the Bidders Conference.

Bidders should note that nothing said orally is binding on the Commonwealth and only written requests will be responded to, in writing, and only these written responses are binding on the Commonwealth.

GENERAL RFR INFORMATION

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

Bidder Communication Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Reasonable Accommodation Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Public Records All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Brand Name or Equal Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Alternatives: A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Best Value Selection and Negotiation The PMT may select the response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS Since this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced will be found either as a separate .pdf file along with the RFR, or are found in the "Forms and Information" section at: (<http://www.comm-pass.com/comm-pass/forms.html>). Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Northern Ireland Notice and Certification All bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Subcontracting Policies Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program Massachusetts' Affirmative Market Program (Executive Order 390) established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors. Prime vendors are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR.

The **highest number of points** will be awarded to:

- SOMWBA certified M/WBEs that bid as prime vendors **or**
- Bidders who propose to foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The bidder must clearly outline how the proposed business relationship(s) will result in the development and growth of each M/WBE contained in their proposal.

In order to satisfy this section, the bidder must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a DETAILED description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm.

A **lesser number of points** will be awarded to bidders who propose to utilize the services of M/WBEs through traditional subcontracting relationships. Ancillary uses of M/WBEs are not considered sub-contracting relationships.

MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the Internet at www.magnet.state.ma.us/somwba. A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at www.magnet.state.ma.us/somwba.

Business Registry: All Bidders are strongly encouraged to use our Business Registry in Comm-PASS to market products or services to a worldwide audience and to obtain a listing of other registered businesses.

The Business Registry provides the business community with an opportunity for free advertising to an ever increasing buying audience. Not only are the employees from over 150 Massachusetts Departments using this site to identify suppliers, but the city, town, and state authorities have begun using this site as well. Registration is free, and it only takes a couple of minutes. By entering your business in the Business Registry, you will:

- Foster Partnerships - Once registered and while viewing a solicitation, a business can indicate whether they are interested in bidding on that solicitation as a prime or sub-contractor. At the option of the purchasing entity, this information may be made available to the public. This feature is intended to promote partnership opportunities within the business community.
- Market Your Products or Services - Registration information, if made public, can be used by purchasing entities or the public as a source of potential suppliers.
- Receive the Latest Procurement News - We are in the process of developing an electronic newsletter that will be sent to all registered businesses. This newsletter will provide you with the latest information about state purchasing, tips for participating in state contracts and a lot more.

Take a few minutes, registration is free visit Comm-PASS at <http://www.comm-pass.com> or call the Comm-PASS Help Desk at 1-888-627-8283 for assistance.

Please Note: The Business Registry is for marketing purposes only. Registering on Comm-PASS does not fulfill reporting or other prequalification requirements.

Estimated Provision The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Year 2000 Compliance for Commodities and Services RFRs: Bidders must represent and warrant that the information technology for this contract is year 2000 compliant. Year 2000 compliant means information technology that accurately processes date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

PURPOSE AND SCOPE

Purpose Of The Procurement: The Commonwealth of Massachusetts, hereinafter referred to as the Commonwealth, through the Operational Services Division, seeks to establish a multi-year statewide contract for the purchase and recycling of new (OEM) and remanufactured printer laser toner cartridges to be ordered as needed by eligible entities for various brands and models of printers. Awarded Contractors will be required to supply new and/or remanufactured products that meet or exceed new OEM performance standards, as well as provide services as listed in the RFR and a user friendly process for the return of these products for recycling and/or remanufacturing.

In order to strengthen the markets for recycling of these materials, make more efficient use of our natural resources, reduce the volume of waste going to landfills, and serve as a model for public and private institutions, it is the Commonwealth's intent to increase the purchase of remanufactured products to the maximum extent possible over the term of the contract.

Purchasing Entities: Contract(s) attributable to this RFR will be awarded under procurement regulations 801 CMR 21.00, effective July 1, 1996 for all agencies of the Commonwealth. All constitutional offices, the legislature, and the judiciary; Cities; towns, municipalities, counties and other political subdivisions of the Commonwealth, including schools, and other service districts; Authorities, commissions, institutions of higher education, and quasi-public agencies, and eligible Not-For-Profit entities currently contracting with the Commonwealth to provide human and social services; and other eligible entities designated in writing by the State Purchasing Agent may use this contract.

Contract Duration: The initial contract period for any resulting contract is three (3) years, with three (3) options to renew at one (1) year each.

Anticipated Expenditures: Historically, \$1,400,000.00 approximately were expended per year. The Commonwealth does anticipate an increase in expenditures for a new contract due to an increase in contract awareness and education of eligible entities.

Multiple Awards: The Commonwealth will make two awards in the New category and up to five awards in the Remanufactured category. In the Remanufactured category, up to four awards may be made directly to remanufacturers and one to a distributor. The PMT reserves the right to make fewer awards in either category.

Contract Management:

- **Elba Mendez, Deputy Procurement Team Leader, Office Supplies & Equipment, Services (PMT)** shall be the main contact. The Contract Manager shall have the final authority, with the approval of the Procurement Management Team (PMT), in all operational matters pursuant to the Contract. The Contract Manager prior to implementation or performance must approve alterations, substitutions, additions or modifications to this contract.
- **Office Equipment, Supplies & Services Procurement Management Team (PMT)** - The members of the Office Equipment, Supplies & Services Procurement Management Team perform several functions in regard to this RFR and the subsequent Contract with the Bidder. The functions include: research, evaluation, contract management/execution and performance management.
- The Contract Manager in consultation with the PMT at any time can add, delete, and make any changes to items on this Contract during the contract term and or its extension years. Any changes may include but are not limited to the following:
 - a) The capacity to remove a Contractor from this Contract for poor or non-performance.
 - b) The capacity to replace a former Contractor with the next closest bidder that still provides value to the Commonwealth.
- In the event that the total Qualified Contractor's list in a particular category is exhausted, or if there is a need for additional Contractors, the Contract Manager with the PMT, may advertise for bidders to bid on that particular category. The contract duration for this additional bidder will run concurrently with the other Contractors in that particular category. This procedure may be exercised at any time during this contract, including extensions.

Account Manager: All Bidders and awarded contractors **must** provide the name of an individual who will be the Account Manager for the term of the Contract. The Account Manager **must**:

- be responsible for proper operation and administration of the Contract by the Contractor, its agents and any and all subcontractors

- respond in a timely manner, in writing unless instructed otherwise, to all information requests from the Commonwealth's Contract Manager
- upon request, attend meetings at OSD or at other sites, as indicated by the Contract Manager
- provide all periodic reports required under various sections of this RFR and to serve as the liaison between the Contractor, and OSD and the eligible entities
- The Commonwealth/OSD may require the Contractor to relieve the Account Manager if in his/her opinion it appears that the Account Manager:
 - does not perform at the applicable skill level specified in the Contract
 - does not deliver work which conforms to the performance standards of the contract
 - exhibits personality conflicts that hinder effective progress on the functioning of the Contract

Definitions:

Cost Table Terms

- Unit Price - cost of one product/unit to Commonwealth customers, regardless of order size or geographic location; such cost does not reflect any trade-in allowance
- Trade-in Allowance - the amount of credit (money back) for one product/unit a customer may receive according to the terms of the awarded contract

Defective Return Rate - The number of cartridges returned as defective based on the number of cartridges sold.

Desirable - Bidders interested in receiving additional points for providing some or all of the desirable products and/or services requested in this RFR, **must** complete and return with their Response the Desirable Submission Sheet, and any other certification/information requested.

Mandatory Submissions - The word "**must**" is used throughout the RFR for items/submissions in which all Bidders **must** complete and return in order to be considered Responsive. Use the Mandatory Submission Checklist.

Environmentally Preferable Products(EPPs) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed

Post-consumer Content - Products/materials generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid waste for the purpose of collection, recycling and disposition

Recyclability - The ability of a product or material to be recovered from or otherwise diverted from the solid waste stream for the purpose of recycling.

Remanufactured Products are those products or equipment partially or fully manufactured from existing product materials where such materials are cleaned and repaired to the maximum extent possible and reused in the new product or equipment. All unusable or worn parts are to be removed and replaced with parts that meet new OEM standards

Product Specifications and Certification: The specifications identified in this section are the minimum standards acceptable under this RFR and resulting contract.

New Cartridge Specifications:

- All new cartridges **must** meet the Original Equipment Manufacturer (OEM) standards for performance and quality.

Remanufactured Cartridge Specifications:

New or refurbished parts are required in all remanufactured toner cartridges. All components used in the construction of remanufactured cartridges **must** meet OEM standards. All components shall be dismantled and examined for damage and/or excessive wear. These include, but are not limited to:

- Wand (If applicable)
- A new or ultrasonically cleaned corona wire (If applicable)
- PCR Rollers must be new or recoated (If applicable)
- Cartridge must be sealed with a pressure sensitive seal that meets OEM standards; air tested at 2lbs for 30 seconds and leak proof. The seal shall be readily removable by the user at time of installation. Any cartridge that shows evidence of toner leakage through improper sealing shall be termed defective and replaced by the contractor. Hard card seals or equivalent are acceptable when products are hand deliveries.
- OEM drum must be replaced at the time of first cycle of remanufacture. Thereafter drum must be tested and replaced as required due to wear or damage at end of specified duty cycle.

- f. Wiper blades may be treated to comply with OEM standards and are acceptable for reuse.
- g. Replace pins, clips foams, doctor blades, mag rollers, felts, etc. as needed
- Print yield shall be equal to or exceed OEM rating for each cartridge. Yield shall be determined by the use of the standard pattern which features 5% toner coverage.
- Serial number/lot number must be visible to the end user.
- Exterior surfaces shall be thoroughly cleaned, with all traces of old labels, and toner removed entirely.

Packaging Specifications (for new and remanufactured cartridges):

- Each cartridge **must** be packaged and sealed in an anti-static bag meeting OEM standards which protects the cartridge from light, moisture and static. The bag shall be sealed so its contents are completely sealed from the outside elements.
- The cartridge shall be boxed with a protective cushion (insert) to prevent damage in shipment.
- It is **desirable** that all corrugated packaging contain a minimum of 35% post-consumer recycled content and provide certification from the carton manufacturer/supplier to verify the actual percentage of recycled content
- Packaging **must** be constructed to permit users to re-package empty cartridges for return to contractor

Required inserted materials include:

- All pertinent installation and maintenance instructions
- Pre-paid return labels (UPS/Postal Service) (where applicable)
- instructions for return of empty cartridge (where applicable)
- Test sheets from the final cartridge
- Labels affixed to the carton **must** include cartridge model number and compatible printers (for reference only)
- Name and address of the Contractor and toll free number for access to a technical/customer service representative **must** be visible on carton and cartridge.

Bidder Profile: All bidders for all categories within this RFR **must** respond to the following questions about their organization. Bidders **must** respond on letterhead stationery to all questions. Failure to respond to any question may result in disqualification.

Background:

- How long has your company been in the toner cartridge business in Massachusetts?
- Is your company involved in any other type of business? If so, describe.
- How many employees presently work for your company in Massachusetts and at how many sites? List the number of trained service technicians staff you have in the Massachusetts.

Environmental Initiatives:

- Describe any environmental initiatives that your company may be currently conducting such as but not limited to:
 - recycling of cartridges and/or other parts (e.g. are cartridges/parts remanufactured by your company direct, sold to another for remanufacture back into cartridges, sold for remanufacture into other products, other?)
 - use of packaging with high percentages (minimum of 35%) of recycled content, and/or environmentally preferable alternative products (e.g. replacements for polystyrene)
 - recycling of waste in office and/or plant operations
 - use of energy efficient products in other aspects of the company's operation
 - use of recycled paper for marketing materials
 - What award(s) have you received, if any?
- Is your Company or the OEM you represent ISO 9000 certified, ISO 14000 certified, and/or other certifications?
- Describe how your company will be providing statewide coverage for cartridges and service.
- State the kind of ongoing training your technicians receive to keep updated on the latest manufacturer technology.

Performance Details:

- If Bidders provide services to printers, a description of these services may be included in bid response.
- Describe any product quality initiatives.

- How do you measure customers satisfaction on an ongoing basis?
- Sample of written remanufacturing process for two cartridges from different manufacturers.
- Sample of Engineering Change Order (ECO) describing change in process(es) within your organization.
- Procedures for returned defective cartridges (test and resolution of problem).
- Monthly cartridge defect rate year to date for each cartridge

Site Visit: The PMT reserves the right to conduct a site visit before award is made as well as during the term of the contract.

Submission of Samples and Product Testing: Bidders **must** be prepared to submit samples **when** requested by the PMT prior to award for examination by the PMT during the evaluation process.

- All samples **must** have affixed to each package a typed permanent label with the following information: name of Bidder, complete address, telephone and fax numbers, bid number and item number of sample.
- The Commonwealth reserves the right to conduct tests on the toner cartridges being bid to determine the quality, uniformity and workmanship of the products submitted. Bidders may be required to submit samples to facilitate the testing process, at no cost to the Commonwealth.
- Bidders **must** submit in their bid response a sample of a test-print cartridge report.

Warranty/Performance Guarantee: New and remanufactured cartridges **must** have a lifetime warranty (according to shelf life/expiration date). Cartridges shall be free from defects in materials and workmanship and will produce copies of excellent quality. The Contractor shall repair, replace or refund any and all cartridges which the Commonwealth deems unsatisfactorily.

If the customer and the contractor agree that a cartridge has caused damage to the printer, the contractor will pay for all costs of repair to return printer to operating condition. Upon receipt or determination of a defective cartridge, the contractor shall replace the defective cartridge free of charge within 2 (two) business days, or issue a credit for the next purchase. The Contractor must guarantee that use of a cartridge will not void the manufacturer's warranty or any maintenance service contract that is in place.

Bidders are required to provide a written policy concerning warranty or guarantee.

Delivery: All deliveries **must** be F.O. B. (Freight On Board) destination as noted on individual purchase orders, with no delivery expenses paid by the users of this contract.

- All deliveries **must** be made within forty-eight (48) hours of the order placement, or per a delivery schedule mutually agreed upon by the receiving entity and the Contractor. All deliveries shall be performed during regular working hours, usually 8:00 a.m. to 5:00 p.m. Monday through Friday. Changes may be granted with written approval of the ordering entity.
- The contractor **must** make delivery and have product and services available for delivery to all parts of the Commonwealth (no exceptions). The Contractor shall be responsible for all delivery and unloading of product.
- All cartridges shall be picked up from and delivered to the specified location directed by the eligible entity.
- The Contractor **must** be responsible for the delivery of products in first class condition at the point of delivery, and in accordance with good commercial practice. Shipping cases **must** show the name of the supplier, name and address of receiving customer and Purchase Order number.
- Damaged shipments will not be accepted. In the event that a shipment is accepted and subsequently found to be incomplete, incorrect, or damaged, the shipment **must** either be replaced, at no cost to the receiving entity, or returned at the expense of the Contractor, for a refund or credit of the purchase price.

Empty Cartridge Return: As the Commonwealth has established the goal of recycling empty cartridges in order to reduce the volume of these products in the waste stream and encourage the reuse of these materials to strengthen new markets for economic development, Bidders **must** offer customers a means of returning empty cartridges.

- The method and expense of conducting such cartridge returns shall be the sole responsibility of the awarded contractors and maybe conducted by either contractor pick-up, prepaid return shipment label, or both.
- Pick up and deliveries shall be made during normal business hours and shall be made within seven business days of request for pickup.
- Eligible Entities shall be responsible to return empty cartridges with insert in the original box in which it was received.
- A contractor may reject for credit an empty cartridge if it is cracked, shattered or otherwise unacceptable.

Bidders **must** also include in their bid response:

- the proposed detailed plan for recovering empty cartridges; such plan must include sample instruction sheets and sample pre-paid freight labels
- on the completed Cost Sheet, Bidders are required to indicate by line item: a) which cartridges the Bidder will accept back for purposes of recycling; b) remanufacturing; and C) any trade-in allowance offered for each brand (use the symbol N/A where a trade-in is not offered)
- any criteria which deems a cartridge unacceptable
- If items are to be hand delivered, include box labels and cartridge labels
- repackaging instructions
- take back for recycling and/or remanufacturing a variety of cartridge brands/models, and offer a trade-in allowance for such brands/models as established by the terms of this RFR

Used Cartridge Trade-In Allowance: Bidders **must** accept all cartridges for return (both O.E.M and remanufactured). It is **desirable** for a Bidder to offer a Trade-in allowance, and if applicable, must be indicated in Cost Sheets. Credit amounts on cartridge returns will not be deducted until written confirmation of the credit is obtained from the Contractor. Such written confirmation **must** be given to the entity within five business days of receipt of the cartridge(s). While confirmation of the credit return **must** be given to the customer within five business days of receipt of the cartridge(s), OSD and the PMT will work with the Contractor to determine the most efficient and cost effective means of handling the credit portion of the procurement for all parties concerned.

Bidders **must** also provide in their bid response:

- specific details on how credit amounts will be transferred and communicated to Commonwealth customers

Pricing: All items quoted in Cost Sheets:

- shall be unit price per each cartridge
- shall not include exchange/return credit amount of an empty cartridge
- shall remain firm for the term of the contract
- shall include delivery and all other charges

The PMT reserves the right to add new product at any point in time to any Bidder awarded a contract as a result of customer or Contractor driven requests for cartridges not awarded in the initial award phase. This may only be within a product category for which they have received an award. Pricing for new product add ons will be based on unit price.

EDI: If an awarded Bidder on this contract is presently utilizing EDI on any other statewide contracts, they are required to utilize it on this contract.

Electronic Commerce: As part of the Commonwealth of Massachusetts' goal of moving its paper based business processes to electronic, you may be asked to participate in one of the electronic commerce procurement models used by Massachusetts with its trading partners. These models currently include Electronic data Interchange (EDI), Web based catalogs implemented using specified standards, and Electronic Funds Transfer (EFT). As the technology to support business-to-business transaction exchanges matures, additional models may be included which the Commonwealth may request you to adopt.

The Commonwealth is currently engaged in a pilot program called "E-Mall" for testing an implementation of OBI (Open Buying on the Internet). When the Commonwealth adopts this or a similar method of Electronic Commerce, OSD will choose contracts for implementation. This new method of Electronic Commerce may become a requirement of this contract at a later date. The Commonwealth will give at least a 180 days notice will be given before an implementation requirement will be enforced. More information is available at <http://openbuy.org/>. Information on the Commonwealth of Massachusetts' pilot project can be found on www.Comm-PASS.com by doing a Document Number Search for MIS 06-18.

Bidder References: The Bidder **must** provide ten (10) commercial or governmental client references, including name, address, contact person, telephone number, months and years of service, and a description of the goods and services that the Bidder provided to the client.

References must be for clients or customers to whom goods and services were provided within three (3) years prior to the RFR due date. A Bidder 's prior business relationship with the Commonwealth will also be considered in this section, whether offered as a reference or not. Poor prior performance may result in no points being accessed in this section.

It is required that client references demonstrate the Bidders ability to perform a project of similar size, nature and complexity as that described in this RFR. If a Bidder receives an unfavorable reference recommendation it may result in a Bidder being disqualified from this RFR.

The PMT for Office Supplies and Services has elected to use, as part of its evaluation process for past performance, **Dun & Bradstreet (D & B)** to contact bidder-supplied references. D & B will be gathering information for the Past and Supplier Performance Evaluations Forms. Bidders **must** complete the Business References Form included in this RFR and submit the original copies directly to D & B in order to facilitate the Past Performance Evaluations. Copies of all Business Reference Forms submitted to D & B **must** be submitted in bid Response package.

The cost of \$175.00 for this service will be assumed by each Bidder as identified earlier under D & B reports. D & B will assist in evaluating this section except in areas where prior performance with the Commonwealth has been identified through formal written complaint. See pages 16, 22, and 23 for further information on D & B.

References will be called between the hours of 9:00 A.M. and 5:00 P.M. EST, Monday through Friday. References not available during this time frame may be rejected by the PMT.

Environmentally Preferable Products and Services: The department and contractor (s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products become available at a competitive cost and satisfy the department's performance needs. Unless otherwise specified in the RFR, during the evaluation of responses, an EPP may be considered best value even when the price is greater than that of a non-EPP. Bidders are encouraged to submit information to identify any and all environmental attributes of the product or services being procured, even when such attributes are not being required. See Bidder Profile for further information.

Vendor Fair Participation: All awarded Contractors will be requested to attend and participate as an exhibiting Contractor in at least two vendor fair/conferences sponsored by the Operational Services Division each fiscal year. Annual events include the Buy Recycled and Environmentally Preferable Product Vendor Fair and Conference and the Statewide Contractors Fair. The cost of participating in these Fairs will be assumed by the Contractor.

Service/Technical Assistance: Contractors shall, upon request, furnish within 48 hours trained personnel qualified to give instructional help pertaining to all items covered by its contract and to resolve all complaints resulting from use of its supply items. This service shall be made available to all eligible entities at no additional charge. Contractors must supply information relative to all new developments relating to materials and procedures.

A toll free technical support number **must** be given to resolve cartridge problems and complaints at individual locations during normal business hours. Notice of this technical support line shall be written on or inside the box of each cartridge. Bidder **must** provide a name and telephone number of company representative in bid response.

Testing: In the event of cartridge performance problems, the PMT reserves the right to request at any time, random testing of remanufactured cartridges by an independent laboratory at the contractor's expense. This testing will be for quality and confirmation of meeting RFR technical specifications. Unsatisfactory test results will be basis for contract cancellation if it is deemed in the best interest of the Commonwealth.

Promotions/Incentives: Contract prices, **with written approval by the Contract Manager and the PMT**, may only be adjusted for periodic promotions. The Account Manager will be required to submit for approval to the OSD Contract Manager any promotional discount offers prior to their issuance. All promotions **must** apply to all eligible entities.

Contractors are required to pass along any manufacturer's decrease in price.

Prompt Payment Discount: Payment terms for the Office of the State's Comptroller are net 30 days. It is **desirable** for Bidder to indicate on the Desirable Submissions Checklist discounts, if any, for payments less than 30 days:

Points will be accessed to those bidders that allow for prompt payment discounts. (Per the Commonwealth's Daily Disbursement Regulations invoice receipt date begins the cycle).

Billing and Invoicing: All billing and invoicing shall be done directly from the contractor. Invoices shall clearly indicate the name of the eligible entity, location of delivery, quantity, product description, price, credit amount if applicable, date of delivery and contract number.

Cancellation of Contract: The Commonwealth reserves the right to cancel this contract immediately if a contractor does not conform to all or any of the terms and conditions of this RFR.

Reporting: Contractor shall provide quarterly reports of purchases and other items as listed below made from this contract to the Operational Service Division printed and in a data format compatible with Microsoft Excel 6.0 or as otherwise decided by the Commonwealth's Contract Manager. Reports **must** be properly completed and returned within fifteen (15) business days after the end of each three month period. Failure to comply with this requirement may result in suspension of future installations until the contractor complies.

Reports **shall** include:

- A. Customer Name and location
- B. Item number
- C. Product description (stock no., size, etc.)
- D. Identify if new or remanufactured
- E. Total quantity shipped (number of individual cartridges)
- F. Total value
- G. Defective cartridge returns
- H. Affirmative Market Program Commitments
- I. Environmental Plans/Initiatives

Environmental Plan: Beginning the first year of the contract and throughout the life of the contract, awarded Contractors **must** agree to work with OSD and the PMT to examine the feasibility of implementing an environmental plan. Such a plan may include, but not be limited to, the following:

- periodically review and, upon mutual agreement, determine where additional remanufactured, and/or other environmentally preferable products may be added to the contract.
- consider the introduction of recycled, remanufactured, and/or environmentally preferable products into other operational areas, such as using recycled paper that meets the federal standards for all printing/publishing and/or advertising needs (brochures, catalogs, etc.), vehicle maintenance (re-refined oil and antifreeze, retread tires)
- examine the feasibility of source reduction efforts to reduce the use of primary packaging and/or secondary packaging (e.g. polystyrene, shrink-wrap)
- develop a plan to implement collection and recycling of materials at the manufacturer's or distributor's facility(ies)
- encourage environmental initiatives at a corporate/manufacturing level, such as requiring subcontractors to clearly identify recycled content of packaging on the packaging, consider product life cycle assessments as a means to educate customers on cost saving benefits, the elimination of ozone depleting chemical usage in the manufacturing process, and internal environmental auditing related to pollution control, for the purpose of identifying ways to reduce the impact of manufacturing on the environment
- work with the Printer Toner Cartridge PMT to develop and distribute information and/or materials to Commonwealth customers on the Contractor's environmental practices and initiatives throughout the term of the contract
- The PMT may award points to Bidders who provide evidence that measures and initiatives such as these are already in place within their operations, and/or for written proposals submitted with their Response detailing a commitment to action contingent upon receipt of a contract award.

PERFORMANCE REQUIREMENTS AND MEASURES

The Commonwealth is endeavoring to deliver the Best Value Contract to facilitate the needs of our customers. However, it is important to measure the Contractor's performance to ensure the Contract is in compliance with what has been requested and what the Contractor has offered in this RFR. The Commonwealth recognizes it is important to establish a partnership with the Contractor, but the Commonwealth must put in place performance requirements to safeguard and ensure Contract performance. The following specific performance areas will be subject to measurement. Failure to sustain these levels may result in the Contractor being removed from this Contract or another non-Contractor being added to this Contract to ensure Contract compliance, whichever is in the best interests of the Commonwealth. Performance measurements will be reviewed and evaluated at each contract review period.

Customer Satisfaction: It is required that the Contractor maintains customer satisfaction in the following areas:

1. Customer service

- Provide telephone customer service representatives during normal business hours to assist with routine problems and/or service calls.
- Provide return cartridge programs that encourage recycling
- Delivery of product

2. Product Support

- Warranty/Performance Guarantee as stated within this RFR (includes)
- Technical Assistance
- Customer Surveys will be used to determine and measure customer satisfaction. Customer These surveys may be the responsibility of the Contractor.

Cartridge Performance: Cartridge performance as specified within this RFR, ie., return rate, quality, yield, etc.)

Report Compliance: Contractors will be required to satisfy **all** reporting requirements within this RFR in the agreed format on a quarterly basis and/or as requested.

Affirmative Market Program Compliance: Commitments made by each of the awarded bidders will be monitored and incorporated in each bidder's performance measurement criteria. Measurement criteria are to be determined according to each individual bid proposal.

Environmental Plans/Initiatives: Commitments made by each of the awarded bidders will be monitored and incorporated in each bidder's performance measurement criteria. Measurement criteria are to be determined according RFR requirements and to each individual bid proposal.

Complaints: Complaints may be submitted in writing to the Contractor Manager by an eligible entity and/or other Contractors for immediate resolution pertaining to any condition of compliance with contractual provisions.

Immediate attention and resolution given to complaints and the number of complaints filed will be the criteria used for measuring performance in this section.

Remedies For Non-Performance: In the event that the contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the Commonwealth shall notify the contractor verbally and/or in writing to remedy the deficiency within five days.

In the event that a contractor fails to respond in good faith to a notice of deficiency, the Contract Manager in collaboration with the PMT may take steps to terminate the contract.

Report Card System: The Contractor will be measured on the above criteria and the level of its performance. The Report Card for the Contractor will be established as follows:

The Commonwealth's Contract Manager, in concert with the Procurement Team will monitor the performance of the Contractor on this contract on an ongoing basis.

The Contractor(s) will be measured on each of the above criteria and its level of performance. A "Report Card" grading system has been established as follows:

1. **GRADE A** - The contractor maintains all levels of the performance requirements at the levels agreed to within Request For Response.
2. **GRADE B** - The contractor fails to maintain the level of performance agreed upon **to any one** of the performance requirements for a period of one (1) quarter.
3. **GRADE C** - The contractor fails to maintain the level of performance agreed upon **to more than one** of the performance requirements mentioned above for a period of more than one (1) quarter.
4. **GRADE D** - The Contractor is found to be significantly non-compliant of a Contract, which represents neglect for the Commonwealth and its customers.
5. **GRADE F** - The Contractor is found to be significantly non-compliant of a Contract, which represents a total disregard for the Commonwealth and customers. The Contractor is unable to remedy non-compliance (GRADE D) within a reasonable time frame.

It is hoped that the Contractor(s) will maintain the above Performance Requirements at GRADE A for the full term of a Contract. If a Contractor should fall to GRADE B the Commonwealth's Contract Manager in collaboration with the PMT will work with the Contractor to elevate this problem. If the Contractor should fall to GRADE C, the Commonwealth's Contract Manager will require, in writing, within five (5) business days why the non-compliance has occurred along with an action plan to remedy the problems. The action plan must contain a time line that is agreeable to the Commonwealth's Contract Manager in collaboration with the PMT with the understanding that failure to facilitate the action plan within the specified time table and will result in the Contractor falling to grade D. A grade D may result in termination from a Contract or adding another bidder to the Contract, whichever is in the best interests of the Commonwealth. If the Contractor should fall to GRADE D, the Contractor will be required to respond, in writing, within twenty-four (24) hours to the Commonwealth's Contract Manager explaining the non-compliance, how and why it occurred and what will be done to address compliance with the Contract. Failure to respond in a timely fashion as to why the non-compliance occurred and the lack of effort or failure to implement an effective action plan may result in GRADE F. GRADE F may result in termination from a Contract.

EVALUATION AND AWARD CRITERIA

Evaluation Criteria: Any award(s) resulting from this contract will be based on compliance with Technical and Business specifications put forth in this RFR document. Pricing will represent a certain percentage in the total evaluation of this RFR. The overall Evaluation Criteria is sealed and will not become public knowledge until after the contract has been awarded.

Dun and Bradstreet Reports: The Commonwealth and the PMT has chosen to utilize an independent party, Dun and Bradstreet Information Services(D&B), to assist in the evaluation process in two (2) specific areas. Bidders **must** supply information to D&B as soon as possible in order to ensure a timely report. Failure to call D&B by the RFR Closing Date and time may disqualify Bidders from responding. D&B will assist in evaluating the following areas and submit the resulting reports directly to the PMT:

- **Past Supplier Performance Evaluation** — All Bidders must submit a Supplier Evaluation Report with their RFR response. This report will provide an overall rating on timeliness, problem responsiveness, quality of purchased products or services, total cost, technical support, deliveries/quantities and attitude of supplier personnel. To assist in the development of this report, all bidders must complete the attached Business Reference Form and provide at least ten (10) business references. Your references **should include two of the Bidders largest customers in Massachusetts**. Completed Business Reference Forms are to be submitted directly to D&B and include a copy of each in bid proposal.
- **Supplier Evaluation Report** — All Bidders must submit a Supplier Evaluation Report with their RFR response. This report will provide an independent, third party analysis of your financial solvency. You are not required to provide D&B with any information for this report.

It is mandatory that you order and pay for these reports, as well as submit proof of having ordered these reports with your proposal in order to be considered for this contract. When you call to place your order, you must identify yourself and the fact that you are ordering the reports to meet the requirements of RFR OFF06 for the Commonwealth of Massachusetts Printer Toner Cartridge Statewide Contract Department of The Operational Services Division.

Use the order forms on page 22 to order reports.

DUN & BRADSTREET

Phone Number: 1-800-476-2446

Fax Number: 1-610-807-1075

It is required that, as the Bidder, arrangements are made directly with D & B to pay for both reports. **Failure to supply both reports may result in disqualification from this RFR.**

Because reports could take seven to ten days to complete, Bidders are strongly advised to submit requests to D&B in a timely fashion.

“Cost Table” Configurations: A Cost Table will be utilized to determine the lowest net price in all categories. All Bidders **must** complete a “Cost Table” for those applicable categories/cartridges in which they intend to bid. The Cost Table is available as a separate document to the RFR.

Evaluation and Award of Contract:

- RFR responses will be evaluated and awarded based on “the Best Value to the Commonwealth”
- Awards may utilize a “Cost Table” of commonly purchased items in each category. The PMT may award points for the lowest pricing submitted by a Bidder.
- In order to be considered responsive, Bidders **must** be able to provide all products indicated in the Cost Table
- Bidders **must** offer products that meet the mandatory minimum specifications and meet all other requirements of the RFR
- The Toner PMT reserves the right to request clarification of Responses following the bid submission, and to determine that any non-compliance is insubstantial, can be corrected, or that an alternative proposed by the Contractor is acceptable

- Preference and/or points will be given to Bidders meeting the **desirable** criteria indicated in this RFR. Bidders **must** return the Bidders Desirable Submission Sheet along with any required documentation.

Contract Awards: This RFR may be awarded by category. Awards will be based on the following (listed in alphabetical order):

- Adherence to Specifications
- Affirmative Market Program
- Bidder Profile
- Dun & Bradstreet reports; Bidder References
- Empty Cartridge Return Program
- Price: Price per unit as specified within this RFR
- Prompt Pay Discount
- Trade-In Allowance
- Value Added
- Volume Selection

The PMT shall evaluate all Bidder's responses meeting the requirements of this RFR. Bids will be evaluated against the sealed Evaluation Criteria referenced above. A sealed Evaluation Criteria will be filed with the Operational Services Division on or before the opening date of this RFR.

In the event a bidder is awarded both categories, remanufactured and new, that Contractor **must**:

- agree to meet the Commonwealth's goal of increasing their procurement of remanufactured cartridges and **supplies by including an Action Plan with their response** that outlines the means of maximizing the purchase of these products during the life of the contract (e.g. such plan may include, but not be limited to, establishing a guaranteed minimum volume for remanufactured cartridges during the first year of the contract and increasing incrementally during the remaining term)
- quote both remanufactured and new cartridge prices each time a customer calls to price an order

INSTRUCTIONS FOR SUBMISSION OF RESPONSES

Bidders must submit one original and five (5) copies of the RFR, along with the Contract Authorized Signature Form (Notarized), Signed Standard Contract Form, both the Mandatory Bidder Requirements and Bidders Desirable Submission Sheets, and all other required (and desirable) Attachments and forms indicated on the Submission Sheets to:

Elba Mendez, Deputy Procurement Team Leader
Operational Services Division
One Ashburton Place, Room 1017
Boston, MA 02108-1552

- The executed Standard Contract Form **must** be signed by the authorized signatory of the Bidder and **must** be attached to the front of the completed Response as well as the 5 copies.
- Bidders shall not include in their Response original or in the extra copies, the text pages of this document, but include only the completed Cost Tables in numerical order for those Categories being bid, along with the appropriate Attachments in numerical order and any applicable documentation.
- All responses **must** be submitted in a sealed envelope clearly marked with “**RFR #OFF06**”, **the opening date and the time on the face of the outer mailing envelope**.
- In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all bids **must** be submitted on recycled paper, with a minimum post-consumer content of 20% and be indicated accordingly on the Cover Page of your bid response package. All copies should be printed double sided. Unless absolutely necessary, all copies should minimize or eliminate use of non-recycled or non re-usable material such as plastic report cards, plastic dividers, vinyl sleeves and GBC binding. Three ring binders, glued materials, paper clips, paper dividers, and staples are acceptable.

Bidder Name:

RFR OFF06 - BIDDER MANDATORIES/REQUIREMENTS SUBMISSION SHEET

Mandatory Submission Sheet must be submitted with bid response along with any required documentation.

	<p>one original and five (5) copies of the RFR, along with the Contract Authorized Signature Form (Notarized), Signed Standard Contract Form, both the Mandatory Bidder Requirements and Bidders Desirable Submission Sheets, and all other required (and desirable) Attachments and forms indicated on the Submission Sheets</p>
	<p>Submitted in a sealed envelope clearly marked with “RFR #OFF06”.</p>
	<p>The executed Standard Contract Form must be signed by the authorized signatory of the Bidder and must be attached to the <u>front</u> of the completed Response as well as the 5 copies.</p>
	<p>Northern Ireland Notice and Certification form</p>
	<p>All Bidders must provide the name of an individual who will be the Account Manager for the term of the Contract.</p>
	<p>Bidders must represent and warrant that the information technology for this contract is year 2000 compliant</p>
	<p>The name of an individual who will be the Account Manager for the term of the Contract</p>
	<p>On letterhead stationery, the following:</p> <ul style="list-style-type: none"> • How long has your company been in the toner cartridge business in Massachusetts? • Is your company involved in any other type of business? If so, describe. • How many employees presently work for your company in Massachusetts and at how many sites? List the number of trained service technicians staff you have in the Massachusetts. An organization chart would be beneficial. <p><u>Environmental Initiatives:</u></p> <ul style="list-style-type: none"> • Describe any environmental initiatives that your company may be currently conducting such as but not limited to <ul style="list-style-type: none"> • recycling of cartridges and/or other parts (e.g. are cartridges/parts remanufactured by your company direct, sold to another for remanufacture back into cartridges, sold for remanufacture into other products, other?) • use of packaging with high percentages (minimum of 35%) of recycled content, and/or environmentally preferable alternative products (e.g. replacements for polystyrene) • recycling of waste in office and/or plant operations • use of energy efficient products in other aspects of the company's operation • use of recycled paper for marketing materials • What award(s) have you received, if any? • Is your Company or the OEM you represent ISO 9000 certified, ISO 14000 certified, and/or other certifications? • Describe how your company will be providing statewide coverage for cartridges and service. • State the kind of ongoing training your technicians receive to keep updated on the latest manufacturer technology. <p><u>Performance Details:</u></p> <ul style="list-style-type: none"> • If Bidders provide services to printers, a description of these services may be included in bid response. • Describe any product quality initiatives. • How do you measure customers satisfaction on an ongoing basis? • Sample of written remanufacturing process for two cartridges from different manufacturers. • Sample of Engineering Change Order (ECO) describing change in process(es) within your organization • Procedures for returned defective cartridges (test and resolution of problem). • Monthly cartridge defect rate year to date for each cartridge
	<p>Bidders must submit in their bid response a sample of a test-print cartridge report (Page 10 of the RFR).</p>
	<p>A written policy concerning warranty or guarantee (Page 10 of the RFR).</p>
	<p>A proposed detailed plan for recovering empty cartridges; such plan must include sample instruction sheets and sample pre-paid freight labels.</p>

	On the completed Cost Sheet, Bidders are required to indicate by line item: a) which cartridges the Bidder will accept back for purposes of recycling; b) remanufacturing; and C) any trade-in allowance offered for each brand (use the symbol N/A where a trade-in is not offered).
	Any criteria which deems a cartridge unacceptable
	If items are to be hand delivered, include box labels and cartridge labels.
	Repackaging instructions.
	Bidders must provide specific details on how credit amounts will be transferred and communicated to Commonwealth customers (Page 11 of the RFR).
	In the event a bidder is awarded both categories, remanufactured and new, that Contractor must : <ul style="list-style-type: none"> • agree to meet the Commonwealth's goal of increasing their procurement of remanufactured cartridges and supplies by including an Action Plan with their response that outlines the means of maximizing the purchase of these products during the life of the contract (e.g. such plan may include, but not be limited to, establishing a guaranteed minimum volume for remanufactured cartridges during the first year of the contract and increasing incrementally during the remaining term).
	Dun & Bradstreet Information Services (D & B) - Complete the attached Business Reference Form and provide at least ten (10) business references as instructed in RFR. Bidders must complete the Business References Form included in this RFR and <u>submit the original copies directly to D & B</u> and must include copies in bid Response package.
	Service/Technical Assistance: Bidder must provide a name and telephone number of company representative in bid response(for technical support).
	Dun and Bradstreet Reports: <ul style="list-style-type: none"> • Past Supplier Performance Evaluation • Supplier Evaluation Report
	"Cost Table" for those applicable categories in which bidders intend to bid.
	all bids must be submitted on recycled paper, with a minimum post-consumer content of 20% and be indicated accordingly on the Cover Page of your bid response package. All copies should be printed double sided. Unless absolutely necessary, all copies should minimize or eliminate use of non-recycled or non reusable material such as plastic report cards, plastic dividers, vinyl sleeves and GBC binding. Three ring binders, glued materials, paper clips, paper dividers, and staples are acceptable.

Bidder Name:

RFR OFF06 - DESIRABLES SUBMISSION SHEET

Desirable Submission Sheet must be submitted with bid response along with any required documentation.

	Preference will be given to Bidders meeting the desirable criteria indicated in this RFR; in order to receive such preference, Bidders must return the Bidders Desirables Submission Sheet along with any required documentation.
	Affirmative Market Program responses. (Page 5 of the RFR)
	- List discounts, if any, for payments less than 30 days.
	use packaging/reinforced cartons that contain a minimum of 35% post-consumer recycled content, and provide certification from the carton manufacturer/supplier to verify the actual percentage of recycled content
	Include box labels and cartridge labels with their response which provide repackaging instructions..
	Bidders must accept all cartridges for return (both O.E.M and remanufactured). It is desirable for a Bidder to offer a Trade-in allowance, and if applicable, must be indicated in Cost Sheets.
	Prompt Payment Discount - It is desirable for Bidder to indicate on the Desirable Submissions Checklist discounts, if any, for payments less than 30 days.

FAX TO: DUN & BRADSTREET CORPORATION
FAX NUMBER: (610) 807-1075
ATTN: PAST PERFORMANCE EVALUATION FULFILLMENT

SECTION ONE:
ABOUT YOUR COMPANY

PLEASE PREPARE AND DISTRIBUTE A PAST PERFORMANCE EVALUATION ON MY COMPANY, AS LISTED BELOW:

(YOUR COMPANY NAME)

(YOUR COMPANY STREET ADDRESS)

(CITY, STATE, ZIP)

(YOUR COMPANY PHONE NUMBER)

(YOUR COMPANY FAX NUMBER)

(YOUR PERSONAL/CONTACT NAME)

SECTION TWO:
THE RECIPIENT OF THE INFORMATION

PROVIDE ONE COPY OF BOTH THE PAST PERFORMANCE EVALUATION REPORT AND SUPPLIER EVALUATION REPORT ON MY COMPANY TO THE FOLLOWING:

(AGENCY NAME)

(AGENCY STREET ADDRESS)

(CITY, STATE, ZIP)

(AGENCY PHONE NUMBER)

(AGENCY FAX NUMBER)

(CONTACT NAME/ATTENTION)

RFR #: OFF06

**SECTION THREE:
PAYMENT INFORMATION**

BILL ME - SEND INVOICE TO THE ADDRESS SHOWN IN SECTION ONE

BILL TO MY CREDIT CARD:

AMERICAN EXPRESS

VISA

MASTERCARD

CARD NUMBER: _____ **EXPIRATION DATE:** _____

SIGNATURE: _____

I AGREE TO PAY \$175 FOR THE PREPARATION/DISTRIBUTION OF MY PAST PERFORMANCE EVALUATION AND SUPPLIER EVALUATION REPORT, COPIES OF WHICH WILL BE PROVIDED BOTH TO MY COMPANY AND THE AGENCY IDENTIFIED IN SECTION TWO ABOVE.

QUESTIONS? CALL (800) 476-2446

BUSINESS REFERENCE FORM

Bidders **must** provide ten (10) business references.

Bidder: _____

RFR Name/Title: **PRINTER LASER TONER CARTRIDGES (REMANUFACTURED and NEW)**

RFR Number: **OFF06**

Company name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____ Contract #: _____

Description and date(s) of commodities and services provided: _____

Company Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____ Contract #: _____

Description and date(s) of commodities and services provided: _____

Company Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____ Contract #: _____

Description and date(s) of commodities and services provided: _____

Company Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____ Contract #: _____

Description and date(s) of commodities and services provided: _____

Company Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____ Contract #: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

(PLEASE DUPLICATE AS NEEDED TO PROVIDE 10 CUSTOMER NAMES)