

RFP33-10

City of Concord, New Hampshire

Purchasing Division

PRINTER TONER CARTRIDGES

Prepared for, and in coordination with the

FINANCE DEPARTMENT
Purchasing Division
INFORMATION TECHNOLOGY DEPARTMENT

Contract Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: MARCH 30, 2010 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.concordnh.gov

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to contract with a private firm to provide and deliver printer toner cartridges on an as-needed basis. The successful firm must be lawfully engaged as an authorized agent, in the State of New Hampshire, for the original equipment manufacturer (OEM) or Remanufacturer.

An overview and detailed specifications are provided later in this Request for Proposals (RFP).

Proposals must be received **no later than 2:00 PM on March 30, 2010** from interested firms, to be eligible for consideration by the City. Proposals may be submitted in person or by mail/courier service. Proposals will not be accepted via fax or email. Proposals must be submitted in a sealed envelope which is clearly labeled:

"RFP33-10, PRINTER TONER CARTRIDGES"

Proposals may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager.

Complete copies of RFP33-10 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.concordnh.gov/purchasing.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so. Failure to submit all information called for is sufficient reason to declare a proposal as non-responsive and subject to disqualification.

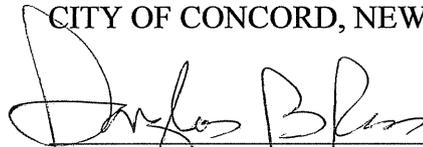
Failure to submit all information as detailed and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

The City's General Terms and Conditions are posted at www.concordnh.gov/purchasing. Unless expressly indicated on the City's Specifications Exception Form, submission of a proposal by a vendor indicates acceptance of the City's General Terms and Conditions.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656 (fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859 (fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524 (fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704 (fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714 (fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	800.652.0008 888.285.3393 (fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 2/26/10

Proposal Due Date/Time: March 30, 2010 not later than 2:00 PM

REQUIREMENTS FOR PRINTER TONER CARTRIDGES

NEW OEM PRINTER TONER CARTRIDGES

1. New OEM toner cartridges shall be authorized for sale in the U.S. market only.
2. Newly manufactured OEM toner cartridges containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used shopworn, demonstrator or prototype parts **will not** be acceptable and will be rejected.
3. **If the proposal is being submitted by other than the manufacturer, a manufacturer's certification that the proposer is an authorized dealer/supplier shall be required.**
4. **The proposer shall furnish documentation indicating the current and expected failure rate of the OEM printer toner cartridges proposed.**
5. Each OEM printer toner cartridge shall be provided with complete instructions for installation and maintenance in order to optimize the performance and life of the cartridge.

REMANUFACTURED PRINTER TONER CARTRIDGES

1. The proposer shall provide and deliver remanufactured printer toner cartridges that have been fully remanufactured to specifications equal to or exceeding the OEM cartridge standards of quality and performance and approved remanufactured toner cartridge industry standards. All remanufactured printer toner cartridges provided and delivered to the City shall meet or exceed the latest remanufactured toner cartridge standards or the guidelines adopted by the Standardized Test Methods Committee (STMC) or the American Society for Testing and Materials (ASTM) or the International Safe Transit Association (ISTA) including the ASTM F 1856 Standards, ASTM F 335 and F 2036 Standards and ISTA Integrity Procedure 1A Standards (ISTA 1A).
2. The proposer shall indicate that its remanufactured printer toner cartridges have been tested in accordance with the above standards and guidelines and that its cartridges meet or exceed the above standards and guidelines. Documentation to certify that these standards and guidelines have been met or exceeded shall be provided upon request.
3. **The proposer shall furnish documentation indicating the current and expected failure rate of remanufactured printer toner cartridges proposed.**
4. Each remanufactured printer toner cartridge shall be provided with complete instructions for installation and maintenance in order to optimize the performance and life of the cartridge.
5. The proposer shall indicate the page yield for each remanufactured printer toner cartridge proposed. Documentation to certify the page yield shall be provided upon request.
6. With respect to this Request for Proposals, the term remanufactured printer toner cartridge shall be defined as a cartridge which has been completely disassembled and cleaned and has had:
 - a. All worn, damaged or end of life-cycle parts and components replaced with new parts and components;

- b. The original OEM drum replaced with a new long or extended life drum. If the returned cartridge is equipped with an extended life drum, the vendor shall inspect it, clean it or replace it with a new extended life drum;
- c. All seals replaced with OEM-type heat seals, card seals or pressure sensitive seals;
- d. The primary charge roller (PCR) replaced with a re-coated or new PCR;
- e. Wiper blade replaced with one meeting OEM specifications or the latest remanufactured toner cartridge industry standards or guidelines;
- f. The filling of the cartridge to meet OEM specifications or the latest remanufactured toner cartridge industry standards or guidelines. Cartridges that are merely refilled using the “drill & fill” method **WILL NOT** be accepted. The hopper shall be filled to capacity with new toner meeting or exceeding OEM standards.
- g. The hopper filled to capacity with new toner meeting or exceeding OEM standards. A toner hopper seal/separator meeting or exceeding OEM standards shall be inserted to prevent toner spillage during shipping;
- h. The corona wire assembly (where applicable) chemically cleaned or replaced;
- i. Where applicable, one fuser wiper with high temperature resistant felt wiper and one cotton swab provided with each cartridge.

7. Each remanufactured printer toner cartridge shall be packed, at a minimum, to the following standards:

- a. The vendor shall clearly label each cartridge with the remanufacturer’s/suppliers name and cartridge model number.
- b. Each cartridge shall be packaged in an anti-static moisture proof bag and either heat-sealed or zip-locked, meeting or exceeding OEM standards. The cartridge shall then be placed in a protective cradle prior to being packaged in an external carton for shipping.
- c. The external carton and internal packaging shall protect the cartridge from damage during shipping.
- d. Packaging for each cartridge shall be constructed to permit users to re-package spent cartridges for return to the proposer.
- e. The external carton, or internal shipping invoice, shall identify the toner cartridge type (make and model), the proposer’s name, address and phone number, the shipping date and the City’s purchase order number. All cartridge external cartons or internal shipping invoices shall bear the date of remanufacture and use-by date for shelf life purposes.

8. Substitutions of product will only be considered when the remanufacturer has discontinued a product or is having difficulties in the manufacturing and delivery of the product. All substitutions must be approved by the City prior to delivery. Proposers must provide all approved substitute product at the originally awarded price or lower price of the product being substituted.

SPECIAL TERMS AND CONDITIONS

1. The period of agreement shall be for one (1) year: May 1, 2010 – April 30, 2011. However, the agreement may be extended, by mutual agreement, for up to four (4) additional one (1) year periods.
2. All proposed prices shall be firm for a minimum of one year (May 1, 2010 – April 30, 2011). All prices must include shipping. No additional charges or surcharges (fuel etc.) shall be allowed during the contract period. Any price decreases that occur during the period of agreement shall be passed on to the City by the successful vendor.
3. The successful vendor shall agree to accept, for full credit and return shipping charges, the return of any printer toner cartridge found to be deficient in quality or defective in packaging (including concealed damage) so as to render the cartridge unusable. Cartridges so designated shall be replaced, at the full expense of the vendor, within five (5) business days. The vendor shall issue a “call tag” to the City for return of each defective cartridge.
4. The vendor submitting a proposal in response to RFP33-10 shall warrant the printer toner cartridges supplied hereunder shall be free of defects in materials and workmanship and suitable for their intended use for a minimum of one (1) year from the date of delivery to and acceptance by the City. The remedy for defective cartridges shall be the no-cost replacement of each defective cartridge (regardless of the amount of toner remaining in the cartridge) and repair or replacement (at the City’s option) of any printer damaged by a defective printer toner cartridge.
5. The successful proposer shall have been in the printer toner cartridge business for a minimum of two (2) years. Each proposer shall provide a minimum of three (3) references currently using the proposed printer toner cartridges. Each reference shall include the name and address of the entity (preferably a local government) and the name and phone number and email address of a knowledgeable point of contact.
6. The annual quantities of printer toner cartridges provided by the City are estimates only and do not constitute a guarantee that each quantity will be ordered by the City during the term of agreement. The pricing for any additional printer toner cartridges required by the City subsequent to contract signing shall be negotiated by the City and the successful proposer. Printer toner cartridges shall be ordered by any City department on an as-needed basis. The City shall provide a purchase order for each order placed.
7. The successful vendor shall provide a pre-paid shipping/ mailing label for the return of each empty printer toner cartridge, at no cost to the City, or provide a toll free phone number or email address to request pick-up of all used and empty toner cartridges. Empty cartridges shall be picked-up within five (5) business days of request.
8. Each proposer shall indicate, as part of their proposal, the existence of a Material Safety Data Sheet (MSDS) for any toxic substances proposed. A MSDS for each printer toner cartridge shall be provided, where applicable, by the successful vendor to the Purchasing Manager and in each shipping container.
9. Each proposer shall provide, as part of their proposal the delivery time (in calendar days) after receipt of order (ARO).

10. The City's purchase order shall contain the shipping and billing address for each order. The City's standard payment terms are Net 30 days. However, the City will consider prompt payment discounts subject to the following conditions:

- a. Invoices must be delivered electronically to the City's Accounts Payable staff within one (1) business day of delivery; and
- b. Invoices must include the City's purchase order and reflect accurate item descriptions, quantities ordered/delivered and contract pricing.

Should the successful vendor and the City agree to prompt payment terms, failure on behalf of the vendor to meet these conditions shall not jeopardize the City's prompt payment discount.

11. Each proposer shall be prepared to provide, at no cost, up to two (2) remanufactured printer toner cartridges to the City to trial prior to the award of any contract.

12. All proposals shall be evaluated using Attachment B-Proposal Evaluation Form. Although the City's intention is to award the contract for printer toner cartridges to a single vendor, the City reserves the right to award the contract to multiple vendors.

13. Vendors may request an electronic copy of Attachment A-Proposal Sheet from the Purchasing Manager at (603) 230-3664 or dross@concordnh.gov.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and two (2) identical copies**, as part of its proposal:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Manufacturer's Certification that Proposer is an Authorized Dealer/Supplier for OEM and Remanufactured Printer Toner Cartridges Proposed
6. Documentation Indicating the Current and Expected Failure Rate of the OEM and Remanufactured Printer Toner Cartridges Proposed
7. Minimum of three (3) Current References

The successful vendor will be required to provide its certificate(s) of insurance, meeting the minimum required types and levels of coverage, that name the City as an additional insured prior to contract signing.

PROPOSAL SHEET

The undersigned hereby agrees to provide and delivery printer toner cartridges as detailed by the terms, conditions and specifications/requirements of RFP33-10 for the following firm, fixed prices: **SEE ATTACHMENT A.**

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT SHE/HE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS QUOTATION
2. THE RECEIPT OF THE FOLLOWING ADDENDA
3. ACCEPTANCE OF THE CITY'S GENERAL TERMS AND CONDITIONS (OTHER THAN THOSE EXCEPTIONS LISTED ON THE SPECIFICATIONS EXCEPTION FORM)
4. THE FIRM SUBMITTING THIS QUOTATION HAS NEVER DEFAULTED ON ANY MUNICIPAL, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

DELIVERY TIME, IN CALENDAR DAYS, AFTER RECEIPT OF ORDER (ARO): _____

PROMPT PAYMENT DISCOUNT TERMS (Such as 2% 15 NET 30 etc): _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross
Purchasing Manager
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
603-230-3664
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: Not later than 2:00 PM on March 30, 2010

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your quotation does not meet all of our specifications you **must** so state in the space provided below:

Quotations on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this RFP; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Name (as shown on your income tax return)		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other		Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301	
List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
--------------------------	----------------------------------

Part II	Certification
----------------	----------------------

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
------------------	---------------------------------	--------------

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE
RFP33-10, PRINTER TONER CARTRIDGES
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all vendors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFQ response may result in your Quotation being rejected as unresponsive.

City of Concord, New Hampshire
RFP33-10, PRINTER TONER CARTRIDGES
Insurance Requirements for All Vendors

Additional Coverage is Required if Checked *Minimum Limits Required*

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability - Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
--	-------------------------------

Commercial Umbrella

May be substituted for higher limits required above	NA
---	----

Follow Form Umbrella on ALL requested Coverage

Other

<input type="checkbox"/> 1. Professional/Errors & Omissions	NA
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

(X) The City of Concord must be named as Additional Insured

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP33-10 _____

PROJECT: Printer Toner Cartridges _____

CITY CONTRACT NO.: RFP33-10 _____

CONTRACT FOR: Printer Toner Cartridges _____

You are notified that your Proposal received and opened on March 30, 2010 for the above Contract has been considered and accepted for you to provide and deliver printer toner cartridges to the City on an as-needed basis. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP33-10) and the VENDOR'S Proposal opened on March 30, 2010.

The Contract Price of your contract is not to exceed _____ Dollars (\$)).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement; and
2. Your insurance certificate, meeting the minimum required types and levels of coverage, naming the CITY as an additional insured.

Failure to comply with these conditions within the time specified will entitle the CITY to consider your proposal abandoned, and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the CITY will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to FINANCE DEPARTMENT, PURCHASING DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called the “**VENDOR**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **VENDOR** will commence to provide and deliver printer toner cartridges to the **CITY** on an as-needed basis. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP33-10) and the **VENDOR’S** proposal response opened on March 30, 2010.
2. The **VENDOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide and deliver the printer toner cartridges as required by RFP33-10 and the **VENDOR’S** proposal.
3. The **VENDOR** will commence the work required by the **CONTRACT DOCUMENTS** on May 1, 2010. Completion time for the project will be April 30, 2011. This Agreement may be extended, my mutual consent, for up to four (4) additional one (1) year periods.
4. The **VENDOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the firm, fixed prices (FOB: City of Concord) provided with the cost proposal submitted by the **VENDOR**. The contract prices shall be:

SEE ATTACHED.

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP33-10
 - (B) RFP33-10 PROPOSAL RESPONSE DATED _____
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (F) LETTER OF AWARD DATED _____
 - (D) NOTICE OF AWARD DATED _____
 - (E) AGREEMENT
 - (F) NOTICE TO PROCEED

The contract between the **CITY** and the **VENDOR** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **VENDOR’S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the

VENDOR and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **VENDOR'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CITY** will pay the **VENDOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

VENDOR:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP33-10

PROJECT: Printer Toner Cartridges

CITY CONTRACT NO.: RFP33-10

CONTRACT FOR: Printer Toner Cartridges

(Name of Vendor)

You are notified that the Contract Time under the above contract will commence to run May 1, 2010. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than April 30, 2011. However, the Agreement may be extended, by mutual consent, for up to four (4) additional one year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to FINANCE DEPARTMENT, PURCHASING DIVISION

City of Concord, New Hampshire



Finance Department
Purchasing Division
CITY HALL 41 GREEN STREET
Concord, NH 03301
(603)225-8530 FAX(603)230-3656

Reference: RFP33-10

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Quotations, RFP33-10, Printer Toner Cartridges, for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal quotations too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to quotation request.
- _____ Quotation requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)