Request for Proposals

Ink & Toner Cartridges
For
Rowan University

RFP 18-30

Prepared by:
Rowan University
Office of Contracting & Procurement
201 Mullica Hill Road
Glassboro, NJ 08028
Bunce Hall, Suite 208
856.256.4171
bids@rowan.edu
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Administrative Information

All questions must be submitted via email, with the bid title subject heading:

“RFP 18-25 Ink & Toner”

Questions or inquiries regarding bidding information should be sent to: bids@rowan.edu. All questions submitted will be answered on the Office of Contracting & Procurement website, on the date indicated below in the Schedule of Events Timetable.

Questions regarding opening any documents or accessing items on the website should be sent to:

Robert Yufer
Office of Contracting & Procurement
E-mail: yufer@rowan.edu

Schedule of RFP Events

Due Date:
Bids must be received no later than November 14, 2017 at 2:00 p.m. - Please refer to the Submissions Requirements section of this document for details.

Invitation for Bid Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Invitation for Bid</td>
<td>October 24, 2017</td>
</tr>
<tr>
<td>Questions Due</td>
<td>October 31, 2017</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>November 2, 2017</td>
</tr>
<tr>
<td>Bids Due*</td>
<td>November 14, 2017 at 2:00 p.m.</td>
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</tbody>
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*Attending the Bid Opening is not mandatory.

For the Bid Opening, interested parties can meet at Office of Contracting & Procurement, located on the Glassboro, NJ Campus, in Bunce Hall Suite 208.

In order to be considered for the award, all information must be received by the required date and time. Any bid not received on time may be rejected.
## Required Procurement Documents

The documents below are Procurement documents mandated by State regulation and University policy. All documents as listed must be included with your submission package in order for your proposal to be deemed responsible for this offering.

<table>
<thead>
<tr>
<th>Documents</th>
<th>Notes</th>
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<tbody>
<tr>
<td><strong>1</strong> Proposal Page(s) (Pages 15 &amp; 16 of this RFP)</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td><strong>2</strong> Contractor Certification and Disclosure of Political Contributions Public Law 2005</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td><strong>3</strong> Non-Collusion Affidavit</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td><strong>4</strong> New Jersey Business Registration Certificate</td>
<td>Must be registered with the State at the time of bid opening or submission will be rejected</td>
</tr>
<tr>
<td>Vendors can check the status of their BRC <a href="#">here</a>.</td>
<td></td>
</tr>
<tr>
<td><strong>5</strong> Taxpayer Identification Request (W-9 Form)</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td><strong>6</strong> Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td><strong>7</strong> EEO/AA Evidence Disclosure</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td><strong>8</strong> New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt</td>
<td></td>
</tr>
<tr>
<td>• <strong>Policy</strong>: Do not return with package</td>
<td>Must be Included or Submission May be Rejected</td>
</tr>
<tr>
<td>• <strong>Model Procedures</strong>: Do not return with package</td>
<td>(The Policy and Model Procedures should be viewed, but do not need to be returned)</td>
</tr>
</tbody>
</table>

**Notes:** All documents listed are required whether the proposer is a New Jersey entity or not.

Please Direct any questions you have on the above information to the assigned Buyer for this project.
Project Overview

Rowan University is seeking to contract with a vendor to provide new and/or remanufactured ink and toner cartridges.

I. SCOPE OF SERVICES
Rowan University will be purchasing various types of and quantities of Original Equipment Manufacturer (OEM) and remanufactured ink and toner cartridges for the continuation of its normal operations. The intent of this award is to provide the University access to order supplies from multiple vendors as needs arise, using a standard pricing and delivery system.

A. Ink & Toner Cartridges
   1. Vendors must certify that the OEM or remanufactured cartridges provided to the University are fully equal to or exceeding that of the comparable OEM cartridge standards of performance and quality of print.
   2. Vendors must certify that the cartridges furnished to this specification shall meet or exceed the latest remanufactured cartridge standards, or the guidelines adopted by the Standardized Test Methods Committee (STMC), the American Society for Testing and Materials (ASTM), the American National Standards Institute (ANSI) and the International Safe Transit Association (ISTA), including the ASTM F 1856 and F 2036 Standards, ANSI IT2.17-1995 Standard, and ISTA – Integrity Procedure 1A Standard (ISTA1A).
   3. Remanufactured ink and toner cartridges shall be able to produce the number of copies equal to or exceeding the capacity of the OEM cartridge.
   4. Cartridges that are refilled or only partially refurbished will not be accepted.

B. Warrantees & Safeguards
   1. The vendor will arrange for the return of all erroneously ordered or shipped items at no cost to the University. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error.
   2. Vendors shall warrant each cartridge against defects in material and workmanship for a minimum of one year from the date of delivery of the product.
   3. Vendor shall replace, without charge, any cartridge that fails to provide acceptable print quality or does not meet OEM specifications, regardless of the amount of ink remaining:
      a. Vendor shall provide the University pre-paid mailing labels or pick-up the defective cartridges as required.
      b. Defective cartridges will be replaced or monies refunded within three (3) business days after the vendor is notified.
   4. Vendors shall have facilities, skilled personnel, equipment and parts available to completely service and maintain all printers associated with the cartridges purchased resulting from this RFP. The vendor shall warrant the University’s equipment in full against damage caused by the use of a defective cartridge. If problems occur with printers or fax machines due to a defective OEM or remanufactured cartridge, the vendor shall provide:
      a. An authorized service technician to repair the damaged device within two (2) business days, or;
      b. Replace the damaged equipment with an identical or similar item within five (5) business days. No replacement equipment shall be of lesser quality than the damaged item.
   5. Upon request, the awarded vendor(s) shall provide documentation indicating the current and expected failure rate of any remanufactured cartridges.
a. In the event of remanufactured cartridge failure rates over 2% in any six (6) month period, the University may, in its sole discretion, terminate any contract awarded to a specific vendor as a result of this RFP.

C. Delivery & Packaging
1. Vendors shall deliver cartridges within the time indicated on the Proposal Page of this RFP.
   a. If the indicated amount of time is exceeded for any given order, the vendor shall credit the University 50% of the total cost of late items per day they are late.
2. Each cartridge must be individually packaged and designed to provide protection from damage during shipping.
3. Delivery must be made during normal business hours, Monday through Friday (excluding federal holidays) between 8:30 a.m. and 4:30 p.m.
4. Packaging must be designed to permit users to repackage empty or damaged cartridges for recycling or pick-up purposes.

D. Recycling of Cartridges
1. The University is seeking a vendor to provide ink and toner recycling services on a bi-weekly basis. The ink and toner will be collected and stored at a central location on campus for ease of pick-up.
2. Vendors are encouraged, but not required, to provide a description of the recycling program in their proposals detailing the procedural methods. Please detail, at a minimum:
   a. How the price of the cartridges will be determined
   b. How the breakdown of the cartridges and associated prices will be provided to the University, per pick-up cycle
3. The University intends to award only one vendor to provide ink and toner recycling services.

E. Record Keeping and Reporting
1. Awarded vendors shall keep records that demonstrate ink and toner cartridge usage for the University. Data shall be made available upon request in either electronic or printed format.

II. PRICING
A. Costs must include delivery, labor, materials, equipment, supervision, coordination efforts and all other associated or related items necessary for the successful completion of this project.
B. The University has compiled a list of twenty (20) of its most widely used printers for comparative pricing purposes. Vendors shall provide pricing on ink and toner cartridges and yield amounts as specified.
C. Pricing offered must remain fixed for a period of one year:
   1. Rowan University will review requests for price increases from awarded vendor(s) if applicable for the second and third year of the contractual period.
   2. Upon request, the University requires any/all vendors to produce invoices substantiating cost increases.
   3. Any agreement to increase the cost to the University must be in writing and approved by the University’s Office of Contracting & Procurement.
D. Pricing will not be based on any minimum quantities to be ordered.
E. No proposal may be withdrawn for ninety (90) days.
F. See the Proposal Page of this RFP for details.
III. TERM OF CONTRACT

A. The anticipated contractual period will be for one year with four (4) possible renewals of one-year each. To better align with the University’s Fiscal Year, the first year will begin on the date of award and end on June 30th, 2018. The second through fifth years will begin on July 1st and end on June 30th of their respective years. Rowan University reserves the right to alter this time period upon review of proposals.

B. The University reserves the right to terminate the awarded contractor's services for cause or convenience at any time during the term of the contract.

C. In the event that the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

IV. PROCEDURAL REQUIREMENTS & AMENDMENTS

A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or her designee.

B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Contracting Officer or her respective designee.

C. Vendors must supply Rowan University with all applicable warranty information, whether expressed or implied.

D. Should the awarded vendor find, at any time, that existing conditions make modification in requirements desirable, it shall promptly report such matters to the Contracting Officer, or designee of the University, for consideration and decision.

E. During the period of contract or any extension thereof, the University reserves the right to add or delete specific services.

F. Rowan University may make changes in the general scope of the contract services provided by the vendor by written notice. The vendor shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.

G. If any such changes causes a material increase or decrease in the vendor’s cost of operation or the time required for attainment of required service level agreements specifying time parameters for response time, system upgrades and troubleshooting, along with service level commitments, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if a submittal of a proposal, vendor hereby agrees to negotiate on good faith.

H. The awarded vendor’s engagement partner and/or manager might be required to meet periodically with the Contracting officer or her representatives to discuss services.

V. INSURANCE REQUIREMENTS

A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section IX. Indemnity.

C. Insurance Required:
1. Workers’ Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Vendor who will be engaged in the performance of work under this contract.

2. Employers’ Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence; one million dollars ($1,000,000) disease, each employee; and one million dollars ($1,000,000) disease, aggregate limit.

3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:
   - Per occurrence: $1,000,000
   - Products/completed operations aggregate: $3,000,000
   - Personal and advertising injury: $1,000,000
   - General aggregate: $3,000,000

4. A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project.

5. Comprehensive Automobile Liability insurance written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

6. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of one million dollars ($1,000,000) per occurrence, one million dollars ($1,000,000) general aggregate, and one million dollars ($1,000,000) products/completed operations.

7. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars ($2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor’s services under this contract, but are not discovered until after completion of services under this contract.

8. Professional (Errors & Omissions) Liability insurance in minimum amounts of two million dollars ($2,000,000) per claim. This policy will provide coverage for the technology services and miscellaneous professional services provided by the vendor. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.

D. The General Liability, Cyber Breach/Privacy Liability, Professional Liability, and Automobile Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.

E. Vendor shall bear all costs of all policy deductibles.

F. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.

G. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.
   1. Certificates must evidence the Additional Insured language.
   2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.
H. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer’s behalf.

I. Rowan University, as a State funded University, will not indemnify vendors in any form.

VI. COMPLIANCE LAWS
A. The vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. Including, but not limited to:
   1. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
   2. If awarded a contract, winning vendor will be required to comply with the requirements of N.J.S.A. 10-5-31 et seq. and N.J.A.C. 17:27.
   3. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their vendor has an updated affirmative action/equal opportunity program.
B. All vendors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the System for Award Management (SAM) database.
C. All vendors shall be able to comply with the requirements of Public law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).

VII. REPRESENTATIONS & WARRANTIES
In submitting a proposal for this offering, the vendor expressly warrants that:
A. The vendor has legal capacity to execute and perform any Agreement arising from this RFP.
B. Any Agreement arising from the award of this RFP is a valid and binding Agreement, enforceable against the vendor according to its terms.
C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
E. The vendor knows of no reason, or is in any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this RFP, in accordance with its terms; including without limitation those relating to health and safety.
F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
G. The proposer warrants and represents that the items, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

VIII. INDEMNITY
A. The awarded vendor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.
B. Vendor shall reimburse, and make good to the University all monies, which the University or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.

C. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

IX. DEFAULT

In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Rowan University, after due oral or written notice, may procure substitute goods or service from other sources and hold the contractor(s) responsible for any resulting purchasing and administrative costs. This remedy shall be in addition to any other solution, which Rowan University may have.

X. VENDOR PERSONNEL

A. While on University property:
   1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
   2. Vendor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.

B. Vendor personnel shall not represent themselves or be considered as employees of Rowan University or the State of New Jersey.

C. CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all non-university personnel performing work on the Rowan University Campus. Vendors, consultants, contractors and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.

D. The bidder shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.

E. The Vendor shall remove from the Rowan University work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.

F. At all times, vendor personnel shall be in professional attire with clear identification of the company’s name, logo, and person’s name.

G. All vendor motorized vehicles shall be identified with the company’s name and/or logo in clear view.

XI. SALE OR BANKRUPTCY OF BUSINESS

A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser.

B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this agreement forthwith.
XII. **GENERAL**

A. Rowan University may need to issue one or more addenda related to this project. Such addenda shall be added to the original bidding document and posted on The Office of Contracting & Procurement website. It will be the responsibility of the prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the bidding process for updated information or addenda related to this project.

B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.

C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s proposal.

D. The vendor(s) shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of work.

E. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

F. **Patents:** The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University's requirements.

G. Any modification(s) to the bid documents prior to award may invalidate the entire submission.

H. **Submission as Public Information and Property of Rowan**

1. The information in each submission may be subject to public disclosure pursuant to State and Federal law.
2. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents.
3. Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary information.
4. **It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.**

I. In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of Rowan University on a case by case basis, that it shall have no right to use, and shall not use, the name of Rowan University, its officials or employees, or the Seal of the University:

1. In any advertising, publicity, promotion;
2. To express or imply any endorsement of agency’s services;
3. To use the name of the State, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

J. The preparation of a bid shall be at the expense of the respondent. Rowan University will not reimburse firms for any costs associated with the preparation or submittal of a response.

K. By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.
L. Submissions which, in the sole judgment of Rowan, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

M. Rowan University will not accept jurisdiction in any State except New Jersey.

N. The vendor shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.

O. Rowan University reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the University to do so.

P. Unless specifically noted within this RFP, Rowan’s Standard Terms and Conditions take precedence over any special terms and conditions contained in this RFP.

Q. This RFP is not binding on the University.

R. No party, including any respondent to this RFP, is granted any rights hereunder.

S. Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.

T. The proposal submitted by the vendor shall be binding on the vendor.

U. Bidders assume sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder’s failure to be knowledgeable of all the requirements of this RFP. By submitting a bid in response to this offering, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

V. Rowan University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.

W. Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Senior Director of Contracting & Procurement, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.

X. The Senior Director may, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Senior Director may thereafter direct in writing. The period of suspension shall be deemed added to the vendor’s approved schedule of performance. The Senior Director and the vendor shall negotiate an equitable adjustment, if any, to the contract price.

Y. Rowan University reserves the right to cancel this contract with thirty (30) days written notice to the consultant(s) with or without cause.

Z. Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Procurement Department in writing not less than ten (10) working days before the closing date for receipt of proposals.

AA. The vendor will be responsible for any additional costs incurred by the University in utilizing any replacement firm because of the Vendor’s failure to perform under the resulting contract.

XIII. POST AWARD

A. Following the notification of award, the awarded vendor(s) shall receive a contract with a request to review terms, deliverables, costs and the University’s expectations in general. The awarded vendor will be able to address any contract questions or concerns at this time. If the awarded vendor does not receive a contract within seven days of award, please email contracts@rowan.edu for information.
XIV. **SUBMISSION REQUIREMENTS**

A. In order to be considered, vendors must submit a complete response to this RFP.

B. Submissions should be concise and organized in a manner so the selection committee may quickly access pertinent information.
   1. Every effort should be made to avoid duplicating the information presented in the submission.
   2. Each team’s RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below.
   3. Conditional submissions or those offered in any other format will be considered informal and may be rejected.

C. Submission Format:
   1. Table of Contents
   2. Cover Letter
      a. Proposals must include a cover letter signed in ink by all persons required under the Proposer’s organizational structure in order to bind the Proposer to the submission. The cover letter should detail that the vendor fully understands the scope of work and expectations of the University.

D. **Required Certifications from the Scope of Services of this RFP.**

E. **Pricing Information**

F. **Personnel Qualifications**

G. **On-Site Repairs & Technician Qualifications**

H. **Delivery & Product Availability Information**

I. **Required Procurement Documents**: Proposals should include all information requested on the Required Procurement Documents page of this RFP.
Evaluation and Selection Criteria

Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and the criteria set forth above.

Rowan reserves the right to shortlist respondents based on the evaluation criteria and make a final award taking into consideration presentations and interviews with each of them; which may be required as a part of the selection process. The nature/content of individual presentations, if required, will be communicated to the shortlisted consultants. Rowan also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer that is determined to be the most advantageous to the University.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Requests for clarification by the University: The University may request that any proposer clarify or supplement any information contained in any proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.

An award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation:

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing</td>
<td>20</td>
</tr>
<tr>
<td>Personnel Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>On-Site Repairs</td>
<td>20</td>
</tr>
<tr>
<td>Delivery Time &amp; Product Availability</td>
<td>40</td>
</tr>
</tbody>
</table>

Note:
- If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor will be granted zero (0) points for that category.
- The University reserves the right to conduct reference checks.
Instructions:

NOTE: THE UNIVERSITY IS ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS FOR THIS OFFERING. ELECTRONIC SUBMISSIONS WILL BE CONSIDERED AS ORIGINALS AND WILL BE UTILIZED AS THE OFFICIAL DOCUMENTATION FOR EVALUATION AND CONSIDERATION BY THE UNIVERSITY. EVERY REASONABLE EFFORT SHOULD BE MADE SO THEY ARE COHERENT AND EASILY VIEWABLE. ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.

In order to be considered for the award, Vendor must proceed with one of the following submission options by the appropriate date and time:

Submission Option #1: Submit bid via email to bids@rowan.edu
- Enter the Bid Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the bid file is larger than this, it’s fine to send multiple emails with, Part I, Part II, etc. listed in the description)
- **DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED. THE UNIVERSITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER.**

Submission Option #2: Mail an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the bid submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use). This option is required if the bid file is too large to email.
- Clearly label submission packaging with the Bid Name and Company Name
- **Contracting & Procurement address:**
  Bunce Hall, Suite 208
  Rowan University
  201 Mullica Hill Road
  Glassboro, NJ 08028

Note: Submissions will be accepted based on the time they are received by the University, and not the time they are submitted. This will apply for both email and delivery of a USB/CD.

ALL ELECTRONIC SUBMISSIONS, WHETHER EMAILED OR SENT ON A USB OR CD, MUST BE IN PDF FORMAT AND PREFERABLY AS A SINGLE FILE.

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions, is at their risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely delivery to the Office of Contracting & Procurement. The University will not be responsible for submissions which do not meet the scheduled deadline.

Evaluation and Selection Criteria:
An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified. Submissions must include all information requested on the Required Procurement Documents page of this RFP.
The undersigned firm, in response to Rowan University’s RFP 18-30 Ink & Toner Cartridges, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following bid to provide such services and materials meeting the requirements outlined in this RFP.

<table>
<thead>
<tr>
<th>Timeframe for Delivering Ink &amp; Toner Cartridges to the University from the Order Date:</th>
<th>(Business Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name</td>
<td>(Please Print Clearly)</td>
</tr>
<tr>
<td>Bidder’s Signature</td>
<td></td>
</tr>
<tr>
<td>Print Name &amp; Title</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

Bidders must initial and date any and all changes to their bid amount. No corrections will be accepted without Bidder’s initials and date next to any and all corrections.

<table>
<thead>
<tr>
<th>Primary Contact for Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

Location of Office Serving This Project:
The University has compiled a list of twenty (20) of its most widely used printers for comparative pricing purposes. Vendors shall provide pricing for ink and toner cartridges and respective yield amounts as specified.

Please note: The list of printers is not a complete list of campus printers, but only serves as representational list. Printers may be added or removed at any time from the University in its sole discretion.

<table>
<thead>
<tr>
<th>#</th>
<th>Printer Model</th>
<th>Yield -Black-</th>
<th>Yield -Color-</th>
<th>Price -Black-</th>
<th>Price -Color- (Cyan, Magenta, Yellow)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HP LaserJet 400 color M451dn</td>
<td>4,000</td>
<td>2,600</td>
<td>$</td>
<td>C: $</td>
</tr>
<tr>
<td>2</td>
<td>HP LaserJet 400 M401n</td>
<td>1,600</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>3</td>
<td>HP LaserJet 4250</td>
<td>10,000</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>4</td>
<td>HP LaserJet 600 M601</td>
<td>10,000</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>5</td>
<td>HP LaserJet M402n</td>
<td>3,100</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>6</td>
<td>HP LaserJet P2055dn</td>
<td>2,300</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>7</td>
<td>HP LaserJet M604</td>
<td>10,500</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>8</td>
<td>HP LaserJet P4015</td>
<td>10,000</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>9</td>
<td>HP Color LaserJet CP2025dn</td>
<td>3,500</td>
<td>2,800</td>
<td>$</td>
<td>C: $</td>
</tr>
<tr>
<td>10</td>
<td>HP LaserJet P3010</td>
<td>2,800</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>11</td>
<td>HP LaserJet 1320</td>
<td>2,500</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>12</td>
<td>HP Officejet Pro 8610</td>
<td>2,300</td>
<td>1,500</td>
<td>$</td>
<td>C: $</td>
</tr>
<tr>
<td>13</td>
<td>HP ENVY 4500</td>
<td>600</td>
<td>415</td>
<td>$</td>
<td>C: $</td>
</tr>
<tr>
<td>14</td>
<td>HP LaserJet 4050</td>
<td>1,500</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>15</td>
<td>HP LaserJet M1536dnf MFP</td>
<td>2,100</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>16</td>
<td>HP LaserJet P4515</td>
<td>24,000</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>17</td>
<td>HP Color LaserJet M553</td>
<td>6,000</td>
<td>5,000</td>
<td>$</td>
<td>C: $</td>
</tr>
<tr>
<td>18</td>
<td>HP Color LaserJet M651</td>
<td>20,500</td>
<td>15,000</td>
<td>$</td>
<td>C: $</td>
</tr>
<tr>
<td>19</td>
<td>HP Color LaserJet MFP M477fnw</td>
<td>6,500</td>
<td>5,000</td>
<td>$</td>
<td>C: $</td>
</tr>
<tr>
<td>20</td>
<td>HP LaserJet Pro MFP M225dn</td>
<td>2,200</td>
<td>N/A</td>
<td>$</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>