C-14-0562

RECEIVED

OCT 22 2014

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY
N E B R A S K A

ANNUAL SUPPLY
OF
LEXMARK TONER CARTRIDGES
QUOTE NO. 4916

The Office Pal
P.O. Box 2
Lakewood, NJ 08701

LANCASTER COUNTY
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **The Office Pal, P.O. Box 2, Lakewood, NJ 08701**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Lexmark Toner Cartridges, Quote No. 4916** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; © provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal.

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

   The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed $48,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.

8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Terms
   2. Accepted Proposal/Supplier Response
   4. Special Provisions
   5. Instructions to Bidders
   6. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents, form this Contract, and are a part of the Contract as if hereto attached.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

dated 10/28/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

JANET B. POMPEI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/16/2015

The office pal
Name of Corporation

PO BOX 2, Lakewood, NJ 08701
(Address)

By: Latrie Tober
Duly Authorized Official

Sales Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Shelly Hinze, Buyer
Email	rhinze@lincoln.ne.gov
Phone	1 (402) 441-8313
Fax	1 (402) 441-6513
Bid Number	4916 Addendum 1
Title	Annual Supply Lexmark Toner Cartridges
Bid Type	Quote
Issue Date	09/18/2014
Close Date	9/24/2014 2:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Shelly Hinze, Buyer
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-8313
Fax	1 (402) 441-6513
Email	rhinze@lincoln.ne.gov

Ship to Information

Address	County Treasurer 625 N. 46th St. Lincoln, NE 68503
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	The Office Pal
Address	po box 2 lakewood, NJ 08701
Contact	Brenda Friedman
Department	
Building	
Floor/Room	
Telephone	1 (877) 486-0590
Fax	1 (732) 363-6933
Email	gsa@theofficepal.com
Submitted	9/23/2014 3:22:29 PM CT
Total	$11,772.50

Signature brenda Friedman

Email brenda@theofficepal.com

Supplier Notes

8774860590

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
4	Remanufactured/Rebuild Items	I acknowledge that the LEXMARK toner cartridges may be remanufactured/rebuild cartridges. The HP cartridges NEED to be OEM.	Yes
5	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
6	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes
7	Adjustment to Contract	If a price adjustment is needed during the term of the contract, I acknowledge I will send notification of the adjustment within 30 days for an amendment to be made to the contract. YES or NO	yes
8	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The County does not guarantee any dollar amount or order quantities for the term of the contract.	Y
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
10	Delivery	I acknowledge that I can ship these products within 24 hours of an order request.	Yes
11	Contact	Name of person submitting this bid:	brenda friedman
12	Electronic Signature	Please check here for your electronic signature.	Yes
13	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	20	EA	High-Yield Black Toner Cartridge for Lexmark MS810 laser printer	$145.35

Manufacturer: Lexmark or Equivalent Manufacturer #: 52D1H00

Item Notes: List your yield of the cartridge you are bidding in the supplier notes.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the cartridge you are bidding.	OPTRAPRINT
2	Model	List your model number of the cartridge you are bidding.	52D1H00

#	Qty	UOM	Description	Response
2	50	EA	High-Yield Black Toner Cartridge for a T652dn laser printer	$104.50

Manufacturer: Lexmark or Equivalent Manufacturer #: T650H11A

Item Notes: List your yield of the cartridge you are bidding in the supplier notes. This item quantity will decrease over the next year.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the cartridge you are bidding.	OPTRAPRINT
2	Model	List your model number of the cartridge you are bidding.	T650H11A

#	Qty	UOM	Description	Response
3	15	EA	High-Yield Black Toner Cartridge for a MS310 laser printer	$81.70

Manufacturer: Lexmark or Equivalent Manufacturer #: 50F0HA0

Item Notes: List your yield of the cartridge you are bidding in the supplier notes.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufactuer of the product you are bidding.	OPTRAPRINT
2	Model	List your model number of the product you are bidding.	50F0HA0

#	Qty	UOM	Description	Response
4	6	EA	High-Yield Black Toner Cartridge 933 Series HP for an HP Office jet 6700 laser printer	$26.65

Manufacturer: HP Manufacturer #: 932XL

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufactuer of the product you are bidding.	HEWLETT PACKARD
2	Model	List your model number of the product you are bidding.	CN053AN

5 15 EA Black Toner Cartridge for an HP Laser Jet Pro 400 M401n laser printer $78.52

Manufacturer: HP Manufacturer #: CF280A

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufactuer of the product you are bidding.	HEWLETT PACKARD
2	Model	List your model number of the product you are bidding.	CF280A

6 18 Each High-Yield Black Toner Cartridge for Lexmark T640, 642, 644 $59.85

Manufacturer: Lexmark or Equivalent Manufacturer #: 64015SA

Item Notes: List your yield of the cartridge you are bidding in the supplier notes.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufactuer of the product you are bidding.	lexmark
2	Model	List your model number of the product you are bidding.	64015SA

Response Total: $11,772.50

Date: Sept. 29/14

Re: Lexmark Toner Bid

We certify that each cartridge has a chip that communicates with the printer and that the cartridges will not void machines warranty.

Brenda Friedman
VP Governmental Sales
The Office Pal
877-486-0590x105
732-363-6933 fax
brenda@theofficepal.com
www.theofficepal.com