

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR KYOCERA TONER FOR ALL COUNTY DEPARTMENTS**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for Kyocera toner have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

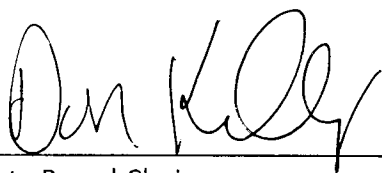
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

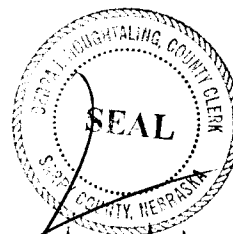
- (1) The low bid of The Office Pal for Kyocera Toner is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

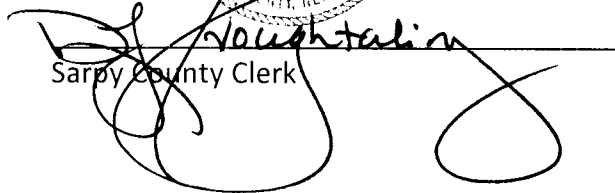
The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 7<sup>th</sup> day of June, 2016.



Sarpy County Board Chairman

ATTEST:

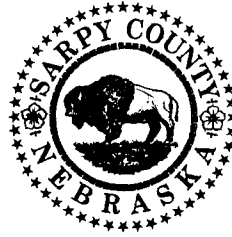




Sarpy County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE, SUITE 1220  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Purchasing/Contract Administrator  
(402) 593-4476

## MEMO

To: Sarpy County Board of Commissioners

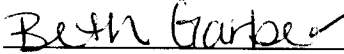
From: Beth Garber

Re: Award Bid Kyocera Toner

On May 19, 2016, seven (7) bids were received for Kyocera Toner for all County departments. After reviewing the bids, it is recommended the bid be awarded to the low bidder, The Office Pal, for the unit prices identified within their bid form. The bid form was based on all Kyocera toner ordered last calendar year with the addition of one printer. 2015 totals were \$16,487.01 while the bid totals for the same toner were \$13,415.12. The total bid from The Office Pal of \$13,617.02 included the new printer.

The Office Pal has been the County's toner vendor since 2013 and County departments are familiar with The Office Pal's ordering system. Please let me know if you have any questions.

May 20, 2016

  
Beth Garber

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Dept. Heads  
Elected Officials

Kyocera Toner  
for  
All County Departments

Open: 2:00 p.m., Thursday  
May 19, 2016

Item Number	Quantity Ordered	Bishop Business		Rasix Computer Center, Inc. dba Academic Supplier		The Office Pal		Pay-LESS Office Products	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
TK1142	14	\$58.53	\$819.42	\$55.25	\$773.50	\$52.55	\$735.70	\$53.65	\$751.10
TK132	1	\$58.53	\$58.53	\$51.00	\$51.00	\$48.33	\$48.33	\$49.35	\$49.35
TK132	2	\$58.53	\$117.06	\$51.00	\$102.00	\$48.33	\$96.66	\$49.35	\$98.70
TK142	3	\$60.29	\$180.87	\$52.49	\$157.47	\$47.70	\$143.10	\$48.70	\$146.10
TK172	28	\$66.00	\$1,848.00	\$57.00	\$1,596.00	\$54.08	\$1,514.24	\$55.22	\$1,546.16
TK-172	3	\$66.00	\$198.00	\$57.00	\$171.00	\$54.08	\$162.24	\$55.22	\$165.66
TK18	1	\$58.53	\$58.53	\$48.00	\$48.00	\$45.15	\$45.15	\$46.10	\$46.10
TK3102	1	\$59.41	\$59.41	\$57.00	\$57.00	\$53.82	\$53.82	\$54.95	\$54.95
TK-3102	2	\$59.41	\$118.82	\$57.00	\$114.00	\$58.82	\$117.64	\$54.95	\$109.90
TK3112	4	\$60.29	\$241.16	\$60.00	\$240.00	\$57.03	\$228.12	\$58.23	\$232.92
TK312	11	\$58.53	\$643.83	\$51.75	\$569.25	\$49.18	\$540.98	\$50.21	\$552.31
TK332	4	\$62.76	\$251.04	\$56.00	\$224.00	\$53.25	\$213.00	\$54.37	\$217.48
TK342	11	\$57.06	\$627.66	\$54.00	\$594.00	\$51.27	\$563.97	\$52.34	\$575.74
TK352	4	\$58.35	\$233.40	\$56.25	\$225.00	\$53.44	\$213.76	\$54.57	\$218.28
TK-352	4	\$58.35	\$233.40	\$56.25	\$225.00	\$53.44	\$213.76	\$54.57	\$218.28
TK512K	1	\$49.00	\$49.00	\$47.00	\$47.00	\$44.75	\$44.75	\$45.69	\$45.69
TK552K	2	\$75.65	\$151.30	\$84.00	\$168.00	\$79.39	\$158.78	\$61.56	\$123.12
TK552Y	1	\$86.41	\$86.41	\$96.00	\$96.00	\$91.30	\$91.30	\$98.28	\$98.28
TK562C	1	\$110.41	\$110.41	\$101.00	\$101.00	\$96.04	\$96.04	\$98.06	\$98.06
TK562K	3	\$77.06	\$231.18	\$71.50	\$214.50	\$67.87	\$203.61	\$69.30	\$207.90
TK562M	1	\$77.06	\$77.06	\$101.00	\$101.00	\$96.04	\$96.04	\$68.06	\$68.06
TK562Y	1	\$77.06	\$77.06	\$101.00	\$101.00	\$96.04	\$96.04	\$68.06	\$68.06
TK57	1	\$67.53	\$67.53	\$83.00	\$83.00	\$78.72	\$78.72	\$73.21	\$73.21
TK582C	1	\$64.94	\$64.94	\$79.00	\$79.00	\$61.06	\$61.06	\$67.20	\$67.20
TK582K	2	\$49.24	\$98.48	\$60.00	\$120.00	\$61.06	\$122.12	\$52.23	\$104.46
TK582M	1	\$64.94	\$64.94	\$79.00	\$79.00	\$61.06	\$61.06	\$67.20	\$67.20
TK582Y	1	\$64.94	\$64.94	\$79.00	\$79.00	\$61.06	\$61.06	\$67.20	\$67.20
TK592C	25	\$64.12	\$1,603.00	\$60.00	\$1,500.00	\$56.69	\$1,417.25	\$57.88	\$1,447.00
TK592K	37	\$63.00	\$2,331.00	\$58.00	\$2,146.00	\$54.67	\$2,022.79	\$55.88	\$2,067.56
TK592M	26	\$64.12	\$1,667.12	\$60.00	\$1,560.00	\$56.69	\$1,473.94	\$61.81	\$1,607.06
TK592Y	30	\$64.12	\$1,923.60	\$60.00	\$1,800.00	\$56.69	\$1,700.70	\$57.88	\$1,736.40
TK67	4	\$67.53	\$270.12	\$63.00	\$252.00	\$59.32	\$237.28	\$60.56	\$242.24
TK867C	2	\$59.47	\$118.94	\$58.00	\$116.00	\$55.31	\$110.62	\$56.07	\$112.14
TK867K	2	\$57.71	\$115.42	\$55.00	\$110.00	\$52.05	\$104.10	\$53.14	\$106.28
TK867M	2	\$59.47	\$118.94	\$58.00	\$116.00	\$55.31	\$110.62	\$55.97	\$111.94
TK867Y	2	\$59.47	\$118.94	\$58.00	\$116.00	\$55.31	\$110.62	\$56.47	\$112.94
TK5142K	1	\$63.00	\$63.00	\$61.00	\$61.00	\$66.15	\$66.15	\$64.99	\$64.99
TK5142C	1	\$64.12	\$64.12	\$63.00	\$63.00	\$67.30	\$67.30	\$61.99	\$61.99
TK5142Y	1	\$64.12	\$64.12	\$63.00	\$63.00	\$67.30	\$67.30	\$61.99	\$61.99
TK5142M	1	\$64.12	\$64.12	\$63.00	\$63.00	\$67.30	\$67.30	\$61.99	\$61.99
<b>TOTAL BID</b>			<b>\$15,354.82</b>		<b>\$14,381.72</b>		<b>\$13,617.02</b>		<b>\$13,865.99</b>

Kyocera Toner  
for  
All County Departments

Open: 2:00 p.m., Thursday  
May 19, 2016

Item Number	Quantity Ordered	Eakes Office Solutions		Staples Business Advantage		Progressive Business Technologies	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
TK1142	14	\$61.28	\$857.92		\$0.00	\$64.25	\$899.50
TK132	1	\$55.62	\$55.62		\$0.00	\$64.25	\$64.25
TK132	2	\$55.62	\$111.24		\$0.00	\$64.25	\$128.50
TK142	3	\$52.53	\$157.59		\$0.00	\$66.25	\$198.75
TK172	28	\$63.07	\$1,765.96		\$0.00	\$72.25	\$2,023.00
TK-172	3	\$63.07	\$189.21		\$0.00	\$72.25	\$216.75
TK18	1	\$52.65	\$52.65		\$0.00	\$64.25	\$64.25
TK3102	1	\$62.76	\$62.76		\$0.00	\$65.25	\$65.25
TK-3102	2	\$62.76	\$125.52		\$0.00	\$65.25	\$130.50
TK3112	4	\$66.50	\$266.00	\$61.36	\$245.44	\$64.95	\$259.80
TK312	11	\$57.35	\$630.85	\$55.68	\$612.48	\$59.50	\$654.50
TK332	4	\$62.10	\$248.40	\$60.52	\$242.08	\$68.75	\$275.00
TK342	11	\$59.79	\$657.69	\$57.95	\$637.45	\$62.75	\$690.25
TK352	4	\$62.33	\$249.32	\$54.58	\$218.32	\$64.00	\$256.00
TK-352	4	\$62.33	\$249.32	\$54.58	\$218.32	\$64.00	\$256.00
TK512K	1	\$52.19	\$52.19	\$48.17	\$48.17	\$53.95	\$53.95
TK552K	2	\$93.64	\$187.28	\$70.73	\$141.46	\$69.95	\$139.90
TK552Y	1	\$107.03	\$107.03	\$84.07	\$84.07	\$68.50	\$68.50
TK562C	1	\$112.00	\$112.00	\$102.27	\$102.27	\$120.00	\$120.00
TK562K	3	\$79.15	\$237.45	\$72.73	\$218.19	\$84.25	\$252.75
TK562M	1	\$112.00	\$112.00	\$102.27	\$102.27	\$120.00	\$120.00
TK562Y	1	\$112.00	\$112.00	\$102.27	\$102.27	\$120.00	\$120.00
TK57	1	\$83.62	\$83.62	\$63.15	\$63.15	\$73.95	\$73.95
TK582C	1	\$76.75	\$76.75	\$65.91	\$65.91	\$71.25	\$71.25
TK582K	2	\$57.51	\$115.02	\$52.57	\$105.14	\$54.25	\$108.50
TK582M	1	\$76.75	\$76.75	\$65.91	\$65.91	\$71.25	\$71.25
TK582Y	1	\$76.75	\$76.75	\$65.91	\$65.91	\$71.25	\$71.25
TK592C	25	\$66.10	\$1,652.50	\$85.88	\$2,147.00	\$70.25	\$1,756.25
TK592K	37	\$63.75	\$2,358.75	\$71.59	\$2,648.83	\$69.25	\$2,562.25
TK592M	26	\$73.32	\$1,906.32	\$72.82	\$1,893.32	\$70.25	\$1,826.50
TK592Y	30	\$66.10	\$1,983.00	\$72.82	\$2,184.60	\$70.25	\$2,107.50
TK67	4	\$69.18	\$276.72	\$77.27	\$309.08	\$73.95	\$295.80
TK867C	2	\$64.05	\$128.10	\$88.92	\$177.84	\$75.75	\$151.50
TK867K	2	\$60.69	\$121.38	\$55.76	\$111.52	\$73.50	\$147.00
TK867M	2	\$63.93	\$127.86	\$88.92	\$177.84	\$75.75	\$151.50
TK867Y	2	\$64.50	\$129.00	\$88.92	\$177.84	\$75.75	\$151.50
TK5142K	1	\$82.35	\$82.35		\$0.00	\$69.25	\$69.25
TK5142C	1	\$86.23	\$86.23		\$0.00	\$70.25	\$70.25
TK5142Y	1	\$86.23	\$86.23		\$0.00	\$70.25	\$70.25
TK5142M	1	\$86.23	\$86.23		\$0.00	\$70.25	\$70.25
<b>TOTAL BID</b>			<b>\$16,053.56</b>		<b>Incomplete Bid</b>		<b>\$16,883.40</b>

**Exhibit "A"**  
**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and The Office Pal, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Kyocera Toner for the All County Departments; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Kyocera Toner in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Purchasing  
Sarpy County Courthouse  
1210 Golden Gate Drive, Suite 1220  
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

## II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

## III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

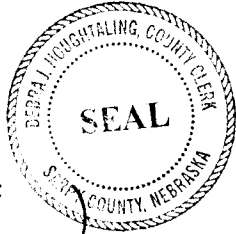
This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

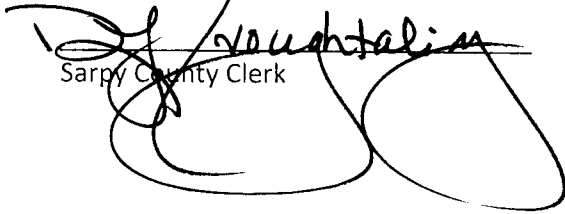
Vendor: The Office Pal  
P.O. Box 2  
Lakewood, MS 38701

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 7<sup>th</sup> day of June, 2016.

(Seal)



ATTEST:

  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

  
Chairperson  
Sarpy County Board of Commissioners

Approved As To Form:

  
Deputy County Attorney

Vendor: The Office Pal

By: Brenda Erdman

Title: VP Gov. Sales