

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

13/000738

RESOLUTION AWARDING BID FOR VARIOUS KYOCERA INK CARTRIDGES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

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

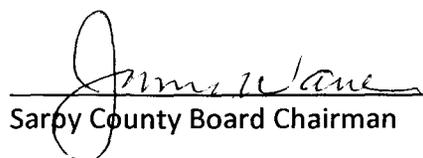
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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 the Various Kyocera Ink Cartridges for Various Unit Prices as Listed on the Bid Form 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 4th day of June, 2013.


 Sarpy County Board Chairman




 Sarpy County Clerk 

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

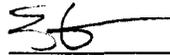
From: Beth Garber

Re: Toner

On May 9, 2013 the County opened six (6) bids and one (1) no bid for Kyocera Ink Cartridges for all County offices. After reviewing the submitted bids, it is recommended the County award the toner agreement to The Office Pal for the various unit prices stated on the Bid Form. I contacted The Office Pal's references and all were very positive. Furthermore, the company took no exceptions to the issued RFP.

Please let me know if you have any questions.

May 20, 2013



Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Lois Spethman

Kyocera Ink Cartridges
Bid Form

Proposals Due: 2:00 p.m.
May 9, 2013

Item Number	Description	Quantity	Data Span		Progressive Business Technologies		The Office Pal		City Toner, LLC		Pay-Less Office		US Ink & Toner, Inc.		Office Tech	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
TK17	KYOCERA FS1000/FS1010 TONER	10	\$71.95	\$719.50	\$67.75	\$677.50	\$47.82	\$478.20	\$66.07	\$660.70	\$58.95	\$589.50	\$58.92	\$589.20		\$0.00
TK40	KYOCERA KM650 TONER	2	\$151.95	\$303.90	\$144.75	\$289.50	\$134.46	\$268.92	\$139.05	\$278.10	\$153.00	\$306.00	\$142.33	\$284.66		\$0.00
TK18	KYOCERA FS1020D TONER KIT	7	\$66.95	\$468.65	\$68.75	\$481.25	\$49.59	\$347.13	\$64.18	\$449.26	\$56.31	\$394.17	\$72.47	\$507.29		\$0.00
TK60	KYOCERA FS1800/FS3800 TONER	3	\$85.95	\$257.85	\$75.50	\$226.50	\$60.85	\$182.55	\$70.58	\$211.74	\$66.34	\$199.02	\$71.27	\$213.81		\$0.00
TK592K	Kyocera Mita TK-592K Black Toner	10	\$74.95	\$749.50	\$78.25	\$782.50	\$64.92	\$649.20	\$68.75	\$687.50	\$64.98	\$649.80	\$74.33	\$743.30		\$0.00
TK592C	Kyocera Mita TK-592K Cyan Toner	9	\$75.95	\$683.55	\$79.25	\$713.25	\$67.20	\$604.80	\$68.75	\$618.75	\$72.34	\$651.06	\$70.18	\$631.62		\$0.00
TK592M	Kyocera Mita TK-592K Magenta Toner	9	\$75.95	\$683.55	\$79.25	\$713.25	\$67.20	\$604.80	\$68.75	\$618.75	\$72.34	\$651.06	\$70.18	\$631.62		\$0.00
TK592Y	Kyocera Mita TK-592K Yellow Toner	7	\$75.95	\$531.65	\$79.25	\$554.75	\$67.20	\$470.40	\$68.75	\$481.25	\$72.34	\$506.38	\$70.18	\$491.26		\$0.00
TK112	KYOCERA FS720 TONER DRUM UNIT	2	\$70.95	\$141.90	\$68.25	\$136.50	\$56.94	\$113.88	\$64.14	\$128.28	\$56.10	\$112.20	\$79.73	\$159.46		\$0.00
TK122	KYOCERA BLACK TONER CARTRIDGE	3	\$71.95	\$215.85	\$68.75	\$206.25	\$57.85	\$173.55	\$63.86	\$191.58	\$59.15	\$177.45	\$64.12	\$192.36		\$0.00
TK132	Kyocera Laser, Toner, FS-1300, 7,200 P	18	\$67.95	\$1,223.10	\$68.75	\$1,237.50	\$52.38	\$942.84	\$62.42	\$1,123.56	\$56.31	\$1,013.58	\$63.83	\$1,148.94		\$0.00
TK142	KYOCERA FS1100 STANDARD BLACK	8	\$73.95	\$591.60	\$70.00	\$560.00	\$61.50	\$492.00	\$89.08	\$712.64	\$62.62	\$500.96	\$89.92	\$719.36		\$0.00
TK152C	Kyocera FS-C1020 Cyan Toner	1	\$164.95	\$164.95	\$169.00	\$169.00	\$168.39	\$168.39	\$155.38	\$155.38	\$170.50	\$170.50	\$160.88	\$160.88		\$0.00
TK152M	Kyocera FS-C1020 Magenta Toner	1	\$164.95	\$164.95	\$169.00	\$169.00	\$168.39	\$168.39	\$155.38	\$155.38	\$170.50	\$170.50	\$160.88	\$160.88		\$0.00
TK152Y	Kyocera FS-C1020 Yellow Toner	1	\$164.95	\$164.95	\$169.00	\$169.00	\$168.39	\$168.39	\$155.38	\$155.38	\$170.50	\$170.50	\$160.88	\$160.88		\$0.00
TK172	Kyocera TK-172 OEM Toner Cart	17	\$77.95	\$1,325.15	\$77.75	\$1,321.75	\$60.99	\$1,036.83	\$71.53	\$1,216.01	\$59.15	\$1,005.55	\$67.84	\$1,153.28		\$0.00
TK312	Kyocera Laser Toner, FS-2000, FS-3900,	17	\$64.95	\$1,104.15	\$63.75	\$1,083.75	\$52.38	\$890.46	\$63.23	\$1,074.91	\$57.20	\$972.40	\$60.14	\$1,022.38		\$0.00
TK332	KYOCERA FS-4000DN BLACK TONER	12	\$71.95	\$863.40	\$73.75	\$885.00	\$55.75	\$669.00	\$68.96	\$827.52	\$60.10	\$721.20	\$58.93	\$707.16		\$0.00
TK342	Kyocera Black Toner for the FS-2020D	26	\$67.95	\$1,766.70	\$67.25	\$1,748.50	\$55.80	\$1,450.80	\$78.99	\$2,053.74	\$62.25	\$1,618.50	\$63.27	\$1,645.02		\$0.00
TK352	Kyocera FS920 3140 3040 blk	6	\$67.95	\$407.70	\$68.75	\$412.50	\$56.95	\$341.70	\$64.95	\$389.70	\$72.10	\$432.60	\$63.27	\$379.62		\$0.00
TK512C	KYOCERA LASER TONER FS-CS020 CYAN	1	\$81.95	\$81.95	\$87.50	\$87.50	\$68.68	\$68.68	\$74.75	\$74.75	\$76.17	\$76.17	\$72.69	\$72.69		\$0.00
TK512M	KYOCERA LASER TONER FS-CS020 MAGENTA	1	\$81.95	\$81.95	\$87.50	\$87.50	\$68.68	\$68.68	\$74.75	\$74.75	\$76.17	\$76.17	\$71.97	\$71.97		\$0.00
TK512Y	KYOCERA LASER TONER FS-CS020 YELLOW	1	\$81.95	\$81.95	\$87.50	\$87.50	\$68.68	\$68.68	\$74.75	\$74.75	\$76.17	\$76.17	\$71.97	\$71.97		\$0.00
TK522C	KYOCERA TK522 CYAN TONER	8	\$74.95	\$599.60	\$73.50	\$588.00	\$64.92	\$519.36	\$72.15	\$577.20	\$59.13	\$473.04	\$73.19	\$585.52		\$0.00
TK522K	KYOCERA TK522 BLACK TONER	9	\$75.95	\$683.55	\$75.25	\$677.25	\$66.97	\$602.73	\$70.77	\$636.93	\$67.10	\$603.90	\$80.12	\$721.08		\$0.00
TK522M	KYOCERA TK522 MAGENTA TONER	6	\$75.95	\$455.70	\$73.50	\$441.00	\$64.92	\$389.52	\$72.15	\$432.90	\$59.13	\$354.78	\$82.17	\$493.02		\$0.00
TK522Y	KYOCERA TK522 YELLOW TONER	6	\$75.95	\$455.70	\$73.50	\$441.00	\$64.92	\$389.52	\$72.15	\$432.90	\$59.13	\$354.78	\$82.17	\$493.02		\$0.00
TK552C	KYOCERA FSC5200DN TONER, CYAN	10	\$101.95	\$1,019.50	\$101.65	\$1,016.50	\$81.51	\$815.10	\$97.26	\$972.60	\$104.58	\$1,045.80	\$82.17	\$821.70		\$0.00
TK552K	KYOCERA FSC5200DN TONER, BLACK	23	\$88.95	\$2,045.85	\$88.95	\$2,045.85	\$65.55	\$1,507.65	\$84.98	\$1,954.54	\$91.31	\$2,100.13	\$84.32	\$1,939.36		\$0.00
TK552M	KYOCERA FSC5200DN TONER, MAGENTA	7	\$101.95	\$713.65	\$101.65	\$711.55	\$81.51	\$570.57	\$97.26	\$680.82	\$104.58	\$732.06	\$82.17	\$575.19		\$0.00
TK552Y	KYOCERA FSC5200DN TONER, YELLOW	7	\$101.95	\$713.65	\$101.65	\$711.55	\$81.51	\$570.57	\$97.26	\$680.82	\$104.58	\$732.06	\$82.17	\$575.19		\$0.00
TK562C	KYOCERA FS-C5300DN LASER TONER CYAN	1	\$126.95	\$126.95	\$130.00	\$130.00	\$109.38	\$109.38	\$119.64	\$119.64	\$114.50	\$114.50	\$107.88	\$107.88		\$0.00
TK562K	KYOCERA FS-C5300DN LASER TONER BLACK	2	\$90.95	\$181.90	\$90.75	\$181.50	\$74.04	\$148.08	\$83.92	\$167.84	\$78.72	\$157.44	\$88.14	\$176.28		\$0.00
TK562Y	KYOCERA FS-C5300DN LASER TONER YELLOW	1	\$126.95	\$126.95	\$130.00	\$130.00	\$109.38	\$109.38	\$119.64	\$119.64	\$114.50	\$114.50	\$107.88	\$107.88		\$0.00
TK582C	Kyocera FS-C5150DN Cyan Toner	1	\$76.95	\$76.95	\$76.50	\$76.50	\$66.69	\$66.69	\$70.07	\$70.07	\$114.50	\$114.50	\$88.23	\$88.23		\$0.00
TK67	KYOCERA 3820N TONER CTG.	11	\$75.95	\$835.45	\$79.45	\$873.95	\$65.55	\$721.05	\$69.31	\$762.41	\$68.82	\$757.02	\$69.44	\$763.84		\$0.00
Total Bid				\$20,813.80		\$20,824.40		\$16,947.87		\$20,022.69		\$18,895.95		\$19,367.80		No Bid

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 Various Kyocera Ink Cartridges for 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 Various Kyocera Ink Cartridges 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.
- 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
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.

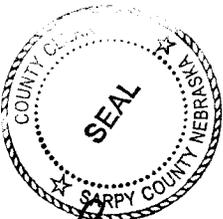
V. SCOPE OF AGREEMENT

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
Papillion, NE 68046

Vendor: Ms. Brenda Friedman
The Office Pal
PO Box 2
Lakewood, NJ 08701

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 12 day of June, 2013.

(Seal) The seal is circular with a double-line border. The outer ring contains the text "COUNTY OF SARPY, NEBRASKA" at the top and "SARPY COUNTY, NEBRASKA" at the bottom, separated by two stars. In the center, the word "SEAL" is written in a bold, sans-serif font.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Renee Lausman
Sarpy County Clerk *Chief Deputy*

James Ware 6/14/13
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

D. Moore
Deputy County Attorney

Vendor: The Office Pal

By: Malthe Wulliger

Title: Account Executive

Attest:

L. Schurty
Witness

D. Sweep

COMPANY NAME: The office Pal

**Sarpy County, Nebraska
Various Kyocera Ink Cartridges
Bid Form**

Item Number	Description	Quantity	Unit Price	Extended Price
TK17	KYOCERA FS1000/FS1010 TONER	10	\$ 47.82	\$ 478.20
TK40	KYOCERA KMF650 TONER	2	\$ 134.46	\$ 268.92
TK18	KYOCERA FS1020D TONER KIT	7	\$ 49.59	\$ 347.13
TK60	KYOCERA FS1800/FS3800 TONER	3	\$ 60.85	\$ 182.55
TK592K	Kyocera Mita TK-592K Black Toner	10	\$ 64.92	\$ 649.20
TK592C	Kyocera Mita TK-592K Cyan Toner	9	\$ 67.20	\$ 604.80
TK592M	Kyocera Mita TK-592K Magenta Toner	9	\$ 67.20	\$ 604.80
TK592Y	Kyocera Mita TK-592K Yellow Toner	7	\$ 67.20	\$ 470.40
TK112	KYOCERA FS720 TONER DRUM UNIT	2	\$ 56.94	\$ 113.88
TK122	KYOCERA BLACK TONER CARTRIDGE	3	\$ 57.85	\$ 173.55
TK132	Kyocera Laser, Toner, FS-1300, 7,200 P	18	\$ 52.38	\$ 942.84
TK142	KYOCERA FS1100 STANDARD BLACK	8	\$ 61.50	\$ 492.00
TK152C	Kyocera FS-C1020 Cyan Toner	1	\$ 168.39	\$ 168.39
TK152M	Kyocera FS-C1020 Magenta Toner	1	\$ 168.39	\$ 168.39
TK152Y	Kyocera FS-C1020 Yellow Toner	1	\$ 168.39	\$ 168.39
TK172	Kyocera TK-172 OEM Toner Cart	17	\$ 60.99	\$ 1,036.83
TK312	Kyocera Laser Toner, FS-2000, FS-3900,	17	\$ 52.38	\$ 890.46
TK332	KYOCERA FS-4000DN BLACK TONER	12	\$ 55.75	\$ 669.00
TK342	Kyocera Black Toner for the FS-2020D	26	\$ 55.80	\$ 1,450.80
TK352	Kyocera FS3920 3140 3040 blk	6	\$ 56.95	\$ 341.70
TK512C	KYOCERA LASER TONER FS-C5020 CYAN	1	\$ 68.68	\$ 68.68
TK512M	KYOCERA LASER TONER FS-C5020 MAGENTA	1	\$ 68.68	\$ 68.68
TK512Y	KYOCERA LASER TONER FS-C5020 YELLOW	1	\$ 68.68	\$ 68.68
TK522C	KYOCERA TK522 CYAN TONER	8	\$ 64.92	\$ 519.36
TK522K	KYOCERA TK522 BLACK TONER	9	\$ 66.97	\$ 602.73
TK522M	KYOCERA TK522 MAGENTA TONER	6	\$ 64.92	\$ 389.52
TK522Y	KYOCERA TK522 YELOW TONER	6	\$ 64.92	\$ 389.52
TK552C	KYOCERA FSC5200DN TONER, CYAN	10	\$ 81.51	\$ 815.10
TK552K	KYOCERA FSC5200DN TONER, BLACK	23	\$ 65.55	\$ 1,507.65
TK552M	KYOCERA FSC5200DN TONER, MAGENTA	7	\$ 81.51	\$ 570.57
TK552Y	KYOCERA FSC5200DN TONER, YELLOW	7	\$ 81.51	\$ 570.57
TK562C	KYOCERA FS-C5300DN LASER TONER CYAN	1	\$ 109.38	\$ 109.38
TK562K	KYOCERA FS-C5300DN LASER TONER BLACK	2	\$ 74.04	\$ 74.04
TK562Y	KYOCERA FS-C5300DN LASER TONER YELLOW	1	\$ 109.38	\$ 109.38
TK582C	Kyocera FS-C5150DN Cyan Toner	1	\$ 66.69	\$ 66.69
TK67	KYOCERA 3820N TONER CTG.	11	\$ 65.55	\$ 721.05
Grand Total Bid			\$	16,873.83

*Prices are to be F.O.B. – Sarpy County, Nebraska

Company Information

Years in business: 10 + years
of employees 9
Total sales last 3 years 17,000,000.00 +

References

Company Name: The Office Leader
Address: _____
Contact Name: Peggy Landau Phone Number: 917-474-5654
Date of Purchase: _____ Email: peggy@theofficeleader.com

Company Name: Mange Go
Address: _____
Contact Name: Rose Phone Number: 212-300-7950 x203
Date of Purchase: _____ Email: _____

Company Name: Creative Merchandise
Address: _____
Contact Name: Aron Phone Number: 718-581-8912
Date of Purchase: _____ Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

Attachments: Website Ordering Screen Shots
Customer Service Policy
Return Policy

The Office Pal
Company Name

[Signature]
Authorized Signature

P.O. Box 2
Address

Lakewood, NJ 08701
City, State & Zip

Brenda Friedman
Company Representative (Please print)

877-486-0590
Telephone Number

732-363-6933
Fax Number

brenda@theofficepal.com
E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

Product Search Results By

Machine Manufacture: <input type="text" value="All"/>	Machine Type: <input type="text" value="All"/>	Supply Type: <input type="text" value="All"/>
Color: <input type="text" value="All"/>	Eco Friendly: <input type="text" value="All"/>	Yield: <input type="text" value="All"/>

Results For: cc643wn

Item Code	Item Details	Price	Discount	Quantity
	Compatible With:			
	<ul style="list-style-type: none"> HP60TriColorInkjetCtdg., HEWCC643WN HP Hewlett Packard DeskJetD1660, DeskJetD2500Series, DeskJetD2530, DeskJetD2545, DeskJetD2560So&NoAmericashipments, DeskJetD2660So&NoAmericashipments, DeskJetD2680, DeskJetF2430, DeskJetF2480No&SoAmericanShipments, DeskJetF4200Series, DeskJetF4210, DeskJetF4230, DeskJetF4235, DeskJetF4240, DeskJetF4250, DeskJetF4272, DeskJetF4273, DeskJetF4274, DeskJetF4275, DeskJetF4280, DeskJetF4283, DeskJetF4288, DeskJetF4292, DeskJetF4293, DeskJetF4400Series, DeskJetF4440, DeskJetF4480, DeskJetF4580No&SoAmericaShipments, PhotoSmartC4600Series, PhotoSmartC4610, PhotoSmartC4635, 			
CC643WN				
HP60Tri-ColorInkjetCtdg.		23.35	22% \$18.21	1

Your Cart ID : 11376

Shopping Cart

Item	Unit	Qty.	Cost
C9733AC: EnviroFriendly645AMagentaToner		1	\$30.00
		<input type="text" value="1"/>	
		Update	
Add - Remove - Delete			

Subtotal: \$30.00

[CHECKOUT](#)



Item	Unit Price	Quantity	Cost
EnviroFriendly645AMagentaToner [Create]	\$30.00	1 Update	\$30.00
CmptCynTnrCC531A2800Yld [Delete]	\$149.00	1 Update	\$149.00
Subtotal:		\$179.00	
Coupon:		<input type="text"/>	<input type="button" value="Update"/>
Shipping		UPS Ground <input type="button" value="v"/>	\$0.00
Tax		\$0.00	
Grand Total		\$179.00	

Shipping same as billing

Company Name:

Address 1:

Address 2:

City:



PO Box 02, Lakewood, NJ 08701
**PH#877-486-0590 .FX#732-363-6933
sales@theofficepal.com

“Return Policy and Procedures”

April 25/13

Defective toners will be issued prepaid return label with no processing fee.

Unopened toners will be issued prepaid return label till year after date of purchase with no restocking fee.

**Brenda Friedman
The Office Pal
877-486-0590x105
732-363-6933 fax
gsa@theofficepal.com
www.theofficepal.com**

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 Various Kyocera Ink Cartridges for 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 Various Kyocera Ink Cartridges 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.
- 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
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
Papillion, NE 68046

Vendor: The office Pal
P.O. Box 2
Lakewood, NJ 08701

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 22 day of April, 2013.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

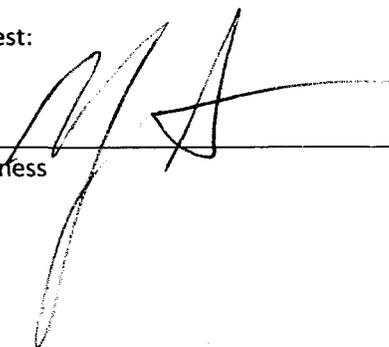
Approved as to form and content:

Deputy County Attorney

Vendor: The office Pal

By: Paul John

Title: VP Governmental Sales

Attest:


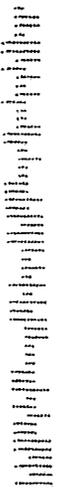
Witness

The Office of

P.O. Box 2

Edinboro, PA 16741

877-486-0570



12:01 PM

Sealed Bid

Bid # 2012-001-001

Various Kupa Open

Southern County Clerk's Office
1310 Golden Gate Drive
Poppon, NE 68046



Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

June 6, 2013

Brenda Friedman
The Office Pal
PO BOX 2
Lakewood New Jersey 08701

RE: Bid Award for Sarpy County Kyocera Ink Cartridges

Action by the Sarpy County Board of Commissioners, at the meeting of June 4, 2013, is as follows:

Public Hearing and Resolution 2013-159: Award bid for various Kyocera Ink Cartridges for all County departments. Beth Garber, Purchaser

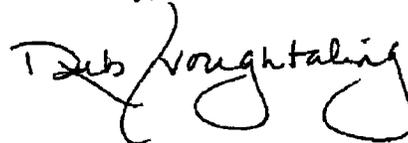
MOTION: After a public hearing, Carlisle resolved, seconded by Richards, to approve the resolution and accept the low bid of The Office Pal for various Kyocera Ink Cartridges at various unit prices as listed on the bid attached to the resolution. Ayes: Kelly, Thompson, Richards, Carlisle & Warren. Nays: None.

Please find enclosed two (2) originals of the agreement which has been approved and signed by the Chairman of the Board. Upon completion please provide **one original** for Sarpy County records.

PLEASE NOTE: If required by specifications, please provide any bonds, insurance certificates or other referenced documentation along with the fully executed agreement prior to beginning work under this agreement.

Mail or return to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Drive
Papillion, NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/cv