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 7th day of June, 2016.

Sarpy County Board Chairman

Sarpy County Clerk

ATTEST:

[Signature]

[Signature]
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
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| TOTAL BID   | $16,053.56       | Incomplete Bid | $16,883.40   |
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 Office Pol, 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.
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: [Vendor Information]
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereeto affix our signatures and seals in duplicate this _____ day of __________, 2016.

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

Chairperson  
Sarpy County Board of Commissioners

Vendor: The Office Pal

By: Braden Fordham

Title: VP Cost Sales
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TK5142Y 1  $67.30  $67.30
TK5142M 1  $67.30  $67.30

**TOTAL BID** $13,697.02

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046*

**Company Information**

**Years in business:** 13+

**# of employees:** 9

**Total sales last 3 years:** 21,589,756.32

**References**

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

**Company Name:**Sharper Imaging
**Address:**
**Contact Name:** Debra White  **Phone Number:** 908-596-1588
**Date of Purchase:**  **Email:** debra.sharperimaging@gmail.com

**Company Name:** B & Proposals
**Address:**
**Contact Name:** Chana Kornbluh  **Phone Number:** 347-432-2313
**Date of Purchase:**  **Email:** bandproposals@gmail.com
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):

<table>
<thead>
<tr>
<th>Addendum #1</th>
<th>Addendum #2</th>
</tr>
</thead>
<tbody>
<tr>
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Attachments:
- Website and Ordering Screenshots
- Customer Service Policy
- Return Policy

**The Office Pal**

Company Name

Authorized Signature

PO Box 2

Address

Lakewood, NJ 08701

City, State & Zip

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

**Brenda Friedman**

Company Representative (Please print)

877-486-0590

Telephone Number

877-486-0590x105

Fax Number

brenda@theofficepal.com

E-Mail Address
### Product Search Results By

#### Machine Manufacture:
- All

#### Machine Type:
- All

#### Supply Type:
- All

#### Color:
- All

#### Eco Friendly:
- All

#### Yield:
- All

### Results For: ce250a

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<th>Discount</th>
<th>Quantity</th>
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<td>$145.00</td>
<td>22%</td>
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**Compatible With:**
- HP304AC250A Black TonerCartridge
- HP304A

**Supply Type:** Laser Toner
- Color: Black
- ECO-Friendly: N/A
- Yield: 5,000 Pages

**Subtotal:** $145.00
"Return Policy and Procedures"

May 12, 2016

Defective toners will be issued prepaid return label with no processing fee. Credit will be issued within 24 hours after receipt of returned toner.

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

We guarantee all toners for full year after date of purchase.

Brenda Friedman
The Office Pal
877-486-0590x105
732-363-6933 fax
gsa@theofficepal.com
www.theofficepal.com
Date: May 12, 2016

Recycling Program

The Office Pal will provide free prepaid return labels for Sarpy County to return empty cartridges so The Office Pal will recycle the empty toner cartridges.

Brenda Friedman
The Office Pal
877-486-0590 x105
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 _____ Office _____, 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.
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 hereeto 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: [Signature]
P.O. Box 1
[Signature]
[Date]
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of ______________________, 2016.

(Signature)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

________________________
Sarpy County Clerk

________________________
Chairperson
Sarpy County Board of Commissioners

Approved As To Form:

________________________
Deputy County Attorney

Vendor: The Office Pal

By: Brandon Edmunds

Title: VP Gov't. Sales
SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Kyocera Toner
For
All County Departments

PROPOSALS DUE:
2:00 p.m., Thursday, May 19, 2016
Notice to Vendors

Sarpy County is seeking proposals for Kyocera Toner for All County Departments. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of One (1) year commencing July 1, 2016 until June 30, 2017 with two (2), one (1) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, May 19, 2016. Bids shall be in a sealed envelope, clearly marked “Sealed Bid – Kyocera Toner” and shall have the name of the Vendor and the time and date of the bid opening. Do not fax bids, only sealed bids will be accepted.

Requests for information and clarification questions must be received by May 5, 2016 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk’s Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Executive Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, May 19, 2016.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor’s proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.
In the event of conflict between unit price and extended price, unit price shall prevail.

**Procedures for Evaluation and Awarding of Bid**

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the All County Departments. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

- a) Compliance with all requirements.
- b) Price.
- c) The ability, capability, and skills of the Vendor to perform.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
- e) The quality of previous performance.
- f) Whether the Vendor can perform within the time specified.
- g) The previous and existing compliance of the supplier with laws.
- h) The life-cost of the personal property or services in relation to the purchase price and specified use.
- i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
- j) The energy efficiency ratio as stated by the supplier.
- k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
- l) Such other information as may be secured having a bearing on the decision.

**Terms and Conditions**

1. **Information, Discussion and Disclosures**

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by May 5, 2016 at 12:00 p.m. in order for**
Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered. In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. Pricing information is not considered financial information and therefore is not considered Confidential. Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public, upon request.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause

Pursuant to Neb Rev. Stat. §23-3113, the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of
the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms

The successful Vendor shall submit itemized invoices for each order placed. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. Supplemental Terms and Conditions/Modifications

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term

The Contract will be for a One (1) year period commencing on July 1, 2016 until June 30, 2017 with two (2), one (1) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. Residency Verification

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:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

a) 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.

b) 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.

12. 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.

13. Insurance Requirements

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and $500,000 each accident for Coverage B, Employers Liability.
Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be $1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor’s insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor’s insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.
14. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

18. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

19. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

20. Literature

Vendor shall attach three (3) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.
21. Warranty

A copy of all manufacturer's warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

22. Company Information

Vendor will provide the following company information on the bid form:

a. Years in business;
   b. Number of employees; and,
   c. Total sales for last three (3) years.

23. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

24. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

Specifications

1. Purpose

The purpose of this RFP is to establish an Agreement with a qualified firm to supply and delivery various Kyocera toner for County Offices on an “as needed” basis. The County is seeking to provide staff with quality products in the most timely and cost effective manner possible.

2. Scope of Service

The Vendor will be required to provide and/or furnish all supplies and associated services necessary to ensure the availability of next day delivery of Kyocera toner to every requesting County office. All orders will be delivered to Sarpy County Facilities Management or Sheriff’s Office, unless otherwise specified. Installation of toner is excluded from this scope of service.
3. **Estimated Usage**

The quantities used for this RFP are actual quantities ordered in calendar year 2015. Sarpy County does not guarantee any minimum or maximum volume on purchases. All orders will be placed on an as needed basis.

4. **Pricing**

Pricing shall remain firm for the first term of the contract. The cost for option years will be provided, in writing, to the Purchasing Department at least sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option terms will be the responsibility of the awarded vendor. If the Purchasing Department does not receive any notification of price changes, the prices are to remain the same.

*No other fees or surcharges will be allowed.*

5. **Ordering and Training**

Vendor shall accept orders by phone or online. Most orders will be made online. In order to facilitate online ordering the Vendor shall have a user friendly website that allows for multiple departments to view products, contract pricings along with placing orders. Vendor should provide screenshots with the submitted proposal. Demonstrations of the online ordering process may be requested.

Vendor shall be responsible for training select end users on website operations. This shall be included at no additional costs. Technical training will be required for County Information Systems and Purchasing staff in order to resolve any technical issues. Website maintenance shall be the responsibility of the selected vendor.

Attach a list of reports that can be generated from your website. These reports should include usage, order summaries, etc.

6. **Customer Service**

Along with the submitted pricing, vendor shall submit documentation of practices and company philosophies on customer service.

7. **Returns and/or Exchange or Merchandise**

Vendor must attach their company’s return policy and outline procedures for the processing of returns and exchanges. Proposal shall also outline procedure for obtaining accurate and appropriate credit memos. *No restocking fees or freight charges will be allowed.*

8. **Brand Name**

Any reference to brand names and/or numbers in the RFP is intended to be restrictive and descriptive. Other brands besides original equipment manufacturer (OEM) will not be considered.
9. **Product Guarantee**

All Kyocera toner shall be fully guaranteed against any defective materials and workmanship for the intended use. Full replacement of cartridges will be at no charge to the County.

10. **Recycling Toner**

Vendor to describe in submitted proposal any recycling program for used toner cartridges.
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. 

2. 

3. 

4. 

5. 

6. 

7. 

8. 

9. 

10.
**Attachments:**
- Website and Ordering Screenshots
- Customer Service Policy
- Return Policy

<table>
<thead>
<tr>
<th>The Office Pal</th>
<th>Brenda Freedman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Company Representative (Please print)</td>
</tr>
<tr>
<td>Authorized Signature</td>
<td>877-466-0590</td>
</tr>
<tr>
<td>Address</td>
<td>Telephone Number</td>
</tr>
<tr>
<td>P.O. Box 2</td>
<td>732-368-0533</td>
</tr>
<tr>
<td>Lokawood, ND 05701</td>
<td>Fax Number</td>
</tr>
<tr>
<td>City, State &amp; Zip</td>
<td><a href="mailto:brenda@officpal.com">brenda@officpal.com</a></td>
</tr>
<tr>
<td></td>
<td>E-Mail Address</td>
</tr>
</tbody>
</table>

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.*
Addendum #1

Kyocera Toner
For
All County Departments

Clarification #1: The below items were added to the estimated quantities. Vendors shall use the attached Revised Bid Form when submitting their bid.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK5142K</td>
<td>1</td>
</tr>
<tr>
<td>TK5142C</td>
<td>1</td>
</tr>
<tr>
<td>TK5142Y</td>
<td>1</td>
</tr>
<tr>
<td>TK5142M</td>
<td>1</td>
</tr>
</tbody>
</table>

Clarification #2: An Excel copy of the Revised Bid Form is available by emailing bgarber@sarpy.com.

Question #1: Do you want service and maintenance on the printers to be included with the toner?

Response: Bids should include the supply and delivery of toner only. Installation and service is not part of the scope of work.

All other terms and conditions remain unchanged. Addendum must be acknowledged on the Bid Form.
Addendum #2

Kyocera Toner
For
All County Departments

Question #1: Can you give me the model number of the new printer?

<table>
<thead>
<tr>
<th>Item #</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK5142K</td>
<td>66 - 15</td>
</tr>
<tr>
<td>TK5142C</td>
<td>6 + 36</td>
</tr>
<tr>
<td>TK5142Y</td>
<td>6 + 30</td>
</tr>
<tr>
<td>TK5142M</td>
<td>6 + 30</td>
</tr>
</tbody>
</table>

Response: This toner is for a Kyocera P6130cdn color printer.

All other terms and conditions remain unchanged.
Addendum must be acknowledged on the Bid Form.