



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 193855 **Title:** Printer and Fax Toner Cartridges

Due In And Opens:

OCTOBER 29, 2015 AT OR BEFORE 2:00 P.M. LOCAL ARIZONA TIME (MST)

Submit Bid to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference:

October 15, 2015 AT 3:00 P.M. LOCAL ARIZONA TIME (MST)
Pima County Procurement Department
130 West Congress, 3rd Floor, Large Conference Room
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Pima County with New OEM and Remanufactured Toner Cartridges for printers and fax machines per specifications called for herein. Pima County reserves the right to award a single contract or two contracts for Group 1: OEM New and Group 2: Remanufactured. Contractors may bid one or both groups.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for sixty (60) days after opening except as allowed by Pima County Procurement Code.

The following licenses are required: None Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Jennifer Moore. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

Fax: (520) 791.6509 email: Jennifer.Moore@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Jennifer Moore, CPPB
Commodity/Contracts Officer

Publish: The Territorial: October 2, 5, 6 & 7, 2015

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT (Contract) Form: Printer and Fax Toner/Ink Cartridges

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

Contractor Minimum Qualifications:

Contractor Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Contractor Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

Unit Prices & Bid Certification:

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 15. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

3. SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item.

Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 13. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and Contractor documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. SUBMISSION OF BIDS

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation.

Respondents are to complete, and execute the Offer Agreement. The Respondent shall submit one **(1) original** signed hardcopy, clearly marked "ORIGINAL" and one **(1) copy** of the Offer Agreement.

Respondent shall complete the following sections of the attached Offer Agreement:

- **Section 3. CONTRACTOR MINIMUM QUALIFICATIONS**
 - Group 1: OEM New – MQ # 1, 2, 3 and 4 Including completed reference forms.
 - Group 2: Remanufactured – MQ # 1, 2 and 3 Including completed reference forms
- **Section 4. Scope of Services**
 - Group 1: OEM New – Exhibit A, sections B: Customer Service, F: Used/Empty Cartridge Return, H: Warranty,
 - Group 2: Remanufactured – Exhibit A, sections, 2: Customer Service, 6. Used /Empty Cartridge Return, 8. Warranty
- **Section 7. COMPENSATION & PAYMENT,**
 - Optional Early Payment Discount
- **Section 13. Acknowledgement of Solicitation Addenda**
- **Section 14. Small Business Enterprise (SBE) Certification**
- **Section 15. Signed Bid/Offer Certification**
- **EXHIBIT B: PRICE PAGE – submit as excel spreadsheet on CD or Thumb drive**
 - Group 1: OEM New – Excel spreadsheet Tab A, Rebate, Master Price List Discount, Warranty Period, Sales Tax
 - Group 2: Remanufactured – Excel spreadsheet Tab B, Rebate, Master Price List Discount, Warranty Period, Sales Tax

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

8. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which may be acquired from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at:

http://www.tucsonprocurement.com/bidders_SBE.aspx

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-8465** for assistance or further information.

END OF INSTRUCTIONS TO BIDDERS
(Revised April 29, 2015)

Statement of Purpose:

The intent of this solicitation is to obtain bids from qualified contractors to provide toner for printers (inkjet, laser, desk top, networked, non-networked) and fax machines.

Brands of Printers and Fax Machines, listed in alphabetical order:

- Brother
- Canon
- Dell
- Epson
- Hewlett Packard (95% Printer Fleet)
- Kyocera
- Lexmark
- Panasonic
- Samsung
- Sharp
- Troy
- Xerox

Group 1: OEM New Toner Cartridges

OEM New Toner Cartridge: A new toner cartridge, which is manufactured by the same manufacturer of the printer/fax machine in which the toner is used.

Group 2: Remanufactured Toner Cartridges

Remanufactured Toner Cartridge: May also be referred to as Recycled, is a cartridge in which the ink has been restocked, parts that are damaged are replaced or repaired and is restored to its original form and a quality test is performed to ensure full OEM performance standards. Cartridge has been completely disassembled and cleaned, replaced with a new long-life optical photo-conductive (OPC) drum with a minimum rating equal to the OEM yield. Remanufactured toner cartridges must use the original OEM core. New non-OEM cores are not acceptable. Laser printer/toner cartridges that are only refilled, recharged or cloned are not considered remanufactured. Each cartridge is backed by a 100% satisfaction guarantee and provides for the same warranties of an OEM toner cartridge.

The Contractor shall furnish remanufactured toner and ink cartridges that have been fully remanufactured to specifications equal to or exceeding OEM standards of quality and performance and approved remanufactured toner cartridge industry standards such as the guidelines adopted by the Standardized Test Methods Committee (STMC); the American Society for Testing and Materials (ASTM) and/or ISO 9001:2000.

Pima County has approximately 330 locations to ship product. Estimated annual spend for New OEM Toner Cartridges is \$280,000.00 and Remanufactured is \$167,000.00. Average Annual Rebate for returned toner cartridges is \$6,000.00.

Proposed Contracts to be Awarded:

It is the intent to award contract(s) to the successful contractor(s) whose bids provide the lowest total cost and most benefit for Group 1: OEM- Toner Cartridges and/or Group 2: Remanufactured Toner Cartridges. Lowest Total Bid = (Total Bid - Rebate)

The County reserves the right to recommend for contract award a single award for both groups or separate contracts for both groups whichever is determined to be most cost effective and advantageous.

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1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of **Printer and Fax Machine Toner/Ink Cartridges** as County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

Contractor will provide toner/ink for the following types of machines:

Printer: An output device (inkjet, laser, desk top, networked, non-networked) that prints paper documents. This includes text documents, images, or a combination of both.

An Inkjet printer is a device that accepts text and graphic output from a computer and transfers the information to paper. The inkjet technology works by spraying very fine drops of ink on a sheet of paper. These droplets are "ionized" which allows them to be directed by magnetic plates in the ink's (toner) path. As the paper is fed through the printer, the print head moves back and forth, spraying thousands of these small droplets of ink (toner) on the page.

A Laser printer is a printer that uses a focused beam of light to transfer text and images onto paper. As paper passes through the printer, the laser beam fires at the surface of a cylindrical drum called a photoreceptor. This drum has an electrical charge (typically positive), that is reversed in areas where the laser beam hits it. By reversing the charge in certain areas of the drum, the laser beam can print patterns (such as text and pictures) onto the photoreceptor. Once the pattern has been created on the drum, it is coated with toner from a toner cartridge. The positively charged toner clings to areas of the drum that have been negatively charged by the laser. When the paper passes through the printer, the drum is given a strong negative charge, which allows the toner to transfer and stick to the paper. The result is a clean copy of the image written on the paper.

Fax Machine: A device that sends and receives printed pages or images over telephone lines by digitizing the material with an internal optical scanner and transmitting the information as electronic signals.

Brands of Printers and Fax Machines, listed in alphabetical order:

- Brother
- Canon
- Dell
- Epson
- Hewlett Packard (95% Printer Fleet)
- Kyocera
- Lexmark
- Panasonic
- Samsung
- Sharp
- Troy
- Xerox

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda*, *Instructions to Bidders*, *Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the contract will be for a one year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA), document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

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3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

CERTIFY MINIMUM QUALIFICATIONS BY CHECKING THE CORRECT RESPONSE BOX (YES OR NO) AND PROVIDING APPLICABLE INFORMATION OR DOCUMENTATION. A 'NO' answer will be the cause of your offer to be rejected as *Non-Responsive*.

Group 1: OEM New Toner/Ink Cartridges		
MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the qualification requirement.
1	<p>Group 1: OEM New Toner Cartridges Responsible: Contractor certifies responses provided by the Contractor in Exhibit A: Scope of Services - Group 1, document and substantiate meeting the following Minimum Qualifications: B) Customer Service- effective and efficient means to communicate F) Used/Empty Cartridge Return – procedure is efficient; does not require excessive staff time to comply and no additional cost to the County. H) Warranty – meets OEM specifications</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No Bid
2	<p>Group 1: OEM New Toner Cartridges Experience: Contractor certifies ability to provide OEM New toner cartridges for the following brands: Brother <input type="checkbox"/> Canon <input type="checkbox"/> Epson <input type="checkbox"/> Panasonic <input type="checkbox"/> Troy <input type="checkbox"/> Xerox <input type="checkbox"/></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No Bid
3	<p>Group 1: OEM New Toner Cartridges Experience: Contractor must be an authorized reseller, distributor, and/or qualified supplies partner of Hewlett Packard.</p>	<p>Attached is documentation substantiating meeting this MQ#3</p> <input type="checkbox"/> Yes <input type="checkbox"/> No Bid
4	<p>Reference Experience: Group 1: New OEM: Contractor shall have prior successful experience providing New OEM toner cartridges for minimum of three (3) years at a rate of at least two hundred (200) cartridges per month. Successful experience shall be documented by a minimum of three (3) above average or better completed reference forms and be for the time frame of the most recent three (3) years – from the date of issuance of this solicitation.</p> <p>Contractor shall provide at a minimum three (3) completed ATTACHMENT 1: Reference Forms with bid as documentation to support meeting this qualification.</p> <p>ATTACHMENT 1 must be submitted to your clients for completion and signature. Failure for ATTACHMENT 1: Reference form to provide current contact information (phone number, fax number, email address) by which the County reserves the right to verify the contents of the reference letter in a timely manner may result in bid being deemed non-responsive and not evaluated.</p>	<p>Attached is documentation substantiating meeting this MQ#4</p> <input type="checkbox"/> Yes, below are the names of three references attached and submitted with this bid.
		Name of
		Reference 1
		Reference 2
		Reference 3
		<input type="checkbox"/> No Bid

OFFER AGREEMENT

Group 2: Remanufactured Toner/Ink Cartridges						
MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the qualification requirement.				
1	<p>Group 2: Remanufactured Toner Cartridges:</p> <p>Responsible: Contractor certifies responses provided by the Contractor in Exhibit A: Scope of Services – Group 2, document and substantiate meeting the following Minimum Qualifications:</p> <p>2) Customer Service- effective and efficient means to communicate</p> <p>6) Used/Empty Cartridge Return – procedure is efficient; does not require excessive staff time to comply and no additional cost to the County</p> <p>8) Warranty – meets OEM specifications</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Bid</p>				
2	<p>Group 2: Remanufactured Toner Cartridges:</p> <p>Capacity: The Contractor shall furnish remanufactured toner and ink cartridges that have been fully remanufactured to specifications equal to or exceeding OEM standards of quality and performance and approved remanufactured toner cartridge industry standards and guidelines adopted by at least <u>one</u> of the following:</p> <ol style="list-style-type: none"> 1. Standardized Test Methods Committee (STMC); 2. American Society for Testing and Materials (ASTM); 3. ISO 9001:2000 Certified 	<p>Attached is documentation substantiating meeting this MQ#2</p> <p><input type="checkbox"/> STMC Certificate</p> <p><input type="checkbox"/> ASTM Certificate</p> <p><input type="checkbox"/> ISO 9001:2000</p>				
3	<p>Group 2: Remanufactured Toner Cartridges:</p> <p>Reference Experience: Contractor shall have prior successful experience providing remanufactured toner and ink cartridges for a minimum of three (3) years at a rate of at least one hundred (100) cartridges per month. Successful experience shall be documented by a minimum of three (3) above average or better completed reference forms and be for the time frame of the most recent three (3) years – from the date of issuance of this solicitation.</p> <p>Contractor shall provide at a minimum three (3) completed ATTACHMENT 1: Reference Forms with bid as documentation to support meeting this qualification.</p> <p>ATTACHMENT 1 must be submitted to your clients for completion and signature. Failure for ATTACHMENT 1: Reference form to provide current contact information (phone number, fax number, email address) by which the County reserves the right to verify the contents of the reference letter in a timely manner may result in bid being deemed non-responsive and not evaluated.</p>	<p>Attached is documentation substantiating meeting this MQ#3</p> <p><input type="checkbox"/> Yes, below are the names of three references attached and submitted with this bid.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Reference 1</td> </tr> <tr> <td style="text-align: center;">Reference 2</td> </tr> <tr> <td style="text-align: center;">Reference 3</td> </tr> </tbody> </table> <p><input type="checkbox"/> No Bid</p>	Name of	Reference 1	Reference 2	Reference 3
Name of						
Reference 1						
Reference 2						
Reference 3						

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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Refer to Exhibit A: Scope of Services

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the County by issue of a Master Agreement (MA) (Recurring requirements) and effective on the document's date of issue without further action by either party. Master Agreement (MA) and this Offer Agreement documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five (5) workdays of the date the verbal order is given.**

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are **NET thirty (30)** days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: % if payment tendered within Days as above

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The Master Agreement (MA) issued to accept Contractor’s offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* (“*F.O.B. Destination*”), delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted *Order* for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. **No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement.** COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY’s order. Contractor will bill COUNTY within one (1) month after the date on which Contractor’s right to payment accrues (“Payment Accrual Date”), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY’s order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY’s order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICES (Net 30 day Payment Terms) Refer to Exhibit B – Price Page

8. DELIVERY:

As defined by the Standard Terms, “On-Time” delivery is an essential part of the consideration to be given to COUNTY under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Contract.

Various Locations throughout Pima County within the following zip codes:

85321	85629	85701	85711	85718	85739	85746	85757
85601	85641	85704	85712	85719	85741	85747	
85614	85645	85705	85713	85730	85742	85749	
85619	85653	85706	85714	85735	85743	85750	
85622	85654	85710	85716	85737	85745	85756	

Two (2) calendar days after issue date of order. If required to satisfy the guaranteed delivery interval Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 193855 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, employees or subcontractors and Contractor is free to purchase additional insurance.

A) Minimum Scope and Limits of Insurance – Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability (CGL) – Occurrence Form:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance, with a limit of not less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate

The policy shall include coverage as stated above for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Policy shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3. Workers' Compensation and Employers' Liability

Workers' Compensation insurance to cover obligations imposed by state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than: \$500,000 for each accident, \$500,000 disease for each employee, and; \$1,000,000 disease policy limit.

Note: This requirement shall not apply to: Separately, EACH contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate wavier (Sole Proprietor or Independent Contractor Wavier).

4. Professional Liability (Errors and Omissions Liability)

When professional liability insurance is appropriate; E&O policy limits not less than:

- \$1,000,000 Each Claim
- \$2,000,000 Annual Aggregate

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The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

When professional liability insurance is written on a claims-made basis, Contractor warrants that any policy retroactive date shall precede the effective date of this Contract; and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B) Additional Insurance Requirements:

1. All policies, excluding the workers' compensation and the professional liability policies, shall be endorsed to include Pima County as an additional insured with the following additional insured language: "Pima County, its agents, representatives, officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor."
2. The Contractor's insurance shall be primary insurance and non-contributory with respect to all other available sources. And for insurance policies where Pima County is named as an additional insured, Pima County shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
4. The policies required hereunder shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees.
5. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
6. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

C) Verification of Coverage:

1. Contractor shall provide Pima County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the Pima County of cancellation or non-renewal.
2. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
3. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona with an "A.M. Best" rating of A- VI. Pima County in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
4. All certificates and endorsements are to be received and approved by Pima County before work commences. Each insurance policy must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project.
5. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish, upon request by Pima County, separate certificates and endorsements for each subcontractor.
6. Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Division of Risk Management. Such action will not require a formal Contract amendment, but may be made by administrative action.
7. In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.
8. If a policy expires during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

D) Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

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12. PERFORMANCE BOND: N/A

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation's 'Instruction To Bidders'? Yes No (Select one)
If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

The remainder of this page is intentionally left blank.

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15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME:							
BUSINESS ALSO KNOWN AS:							
MAILING ADDRESS:							
CITY:		STATE:		ZIP CODE:			
INVOICES:							
REMIT TO ADDRESS:							
CITY:		STATE:		ZIP CODE:			
CONTACT PERSON NAME: (first, last)			TITLE:				
PHONE:				FAX:			
CONTACT PERSON EMAIL ADDRESS:							
DELIVERY ORDERS & CONTRACTS SHALL BE TRANSMITTED:							
CONTACT PERSON NAME (first, last)			TITLE:				
PHONE:				FAX:			
CONTACT PERSON EMAIL ADDRESS:							
CORPORATE HEADQUARTERS LOCATION:							
STREET ADDRESS:							
CITY:		STATE:		ZIP CODE:			

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "CONTRACTOR" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER			
SIGNATURE:			DATE:
PRINTED NAME			TITLE
PHONE:		EMAIL ADDRESS:	

Pima County Attorney Contract Approval "As to Form":	
Approved as to Form	
Tobin Rosen, Deputy County Attorney	Date

ACCEPTANCE OF OFFER	
Pursuant to an award made by the Pima County Board of Supervisors or Procurement Director consistent with the Pima County Procurement Code, this Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified by this Agreement:	
<input type="checkbox"/> Group 1: OEM New Toner Cartridges	<input type="checkbox"/> Group 2: Remanufactured Toner Cartridges
Awarded this _____ day of _____ 2015	
This Agreement shall be referred to as Master Agreement No _____.	
Master Agreement Initial Term shall commence this _____ day of _____ 2015 and terminate the _____ day of _____ 2016.	
Renewals or Extensions shall be exercised in accordance with Article 2. Agreement Term Extension, Renewals, & Revisions.	

OFFER AGREEMENT

**Exhibit A: Scope of Services
Group 1: OEM New Toner Cartridges for Printers and Fax Machines**

A. GENERAL SCOPE OF SERVICES:

The Contractor shall provide New Original Equipment Manufacturer (OEM) Toner and Ink cartridges, for printers and fax machines per the specifications called for herein.

Brands of Printers and Fax Machines, listed in alphabetical order:

- Brother
- Canon
- Dell
- Epson
- Hewlett Packard (95% Printer Fleet)
- Kyocera
- Lexmark
- Panasonic
- Samsung
- Sharp
- Troy
- Xerox

OEM New Toner Cartridge: A new toner cartridge, which is manufactured and labeled by the same/original manufacturer of the printer/fax machine in which the toner has never been used. Cloned cartridges are not new OEM.

Non-Authorized Items: In the event, the Contractor provides items not authorized by this contract, contractor will reimburse the County for such items. Non-authorized items to include but not limited to drums, copier/MFD toner cartridges, waste units, tanks, print heads, maintenance kits, fusers, transfer kit, rollers, assembly. Cartridges may be for such office equipment as printers and fax machines ONLY. Copiers (MFDs) are excluded.

B. CUSTOMER SERVICE:

Contractor shall maintain means for County representatives to effectively and efficiently communicate with Contractor concerning toner cartridge ordering; pick up; defective return items; and invoicing issues at no additional cost to the County.

At a minimum, Contractors must accept collect telephone calls, provide and maintain a toll-free number for the County's usage; and/or provide and maintain a dedicated website for the County's usage during the term of the contract. The telephone number(s) must be provided with this bid. Failure to submit the information and maintain this service may be cause for rejection of the bid and/or cancellation of the agreement.

Customer Service/Order Placement Contact Information		
Order Placement		
Contact Information for Ordering	Email Address	
	Website	
	Phone Number (Toll Free)	
	Fax Number (Toll Free)	
Customer Service		
Primary Contact	Title	
	Phone Number (Toll Free)	
	Email Address	
Secondary Contact	Title	
	Phone Number (Toll Free)	
	Email Address	
Dedicated Account Representative		
Contact Information for resolving issues	Name	
	Title	
	Direct Line (Toll Free)	
	Cell Phone (toll free/local)	
	Email Address	

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Customer Service Representatives shall be knowledgeable of the products and procedures for ordering, delivery and returns. Contractor will provide Pima County with a Dedicated Account Representative or Account Representative Team.

Dedicated Account Representative will be responsible for coordinating and resolving issues pertaining to invoices, quality of product, contractual performance, equipment repairs as a result of damage caused by toner, reports, product substitution, etc.

Contractor must provide a Master Price List of all items available to Pima County. Additions, deletions, and substitutions of part numbers may be allowed if they are submitted by Contractor and are approved by Pima County ITD.

C. ORDERING PROCEDURES:

Orders may be placed by County representatives in various departments and locations (approximately 330 locations). Orders placed by County Departments will be by issuance of a Delivery Order (DO).

Contractor must accept electronic methods of ordering including, but not limited to, accepting email and fax orders and/or a dedicated Website for ordering and tracking orders. Ordering will be done by telephone, fax or on-line. No minimum or maximum guarantee is made as to the size of each order. Contractors are expected to be able to accept and deliver any sized order. Contractor will not have minimum or maximum quantity or dollar amount requirements.

Contractor must provide acknowledgment of receipt of Delivery Order (DO), shipping confirmation, back order, or cancellation notification electronically, via email or fax.

If a cartridge is out of stock, Contractor must notify the ordering department (email or fax) within 24 hours of the status and provide an estimated delivery date.

In the event of emergency, the County reserves the right to cancel such orders or outstanding releases for non-delivery in time periods shorter than those specified above.

Orders placed under the contract which are not delivered or complete within five (5) business days after the receipt of the order will be subject to immediate cancellation at the sole option of the County. Orders, which cannot be supplied in time to meet the County's requirements, may be placed with another Contractor. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for the difference between the open market and the contract price where emergency purchase is necessary.

D. SHIPPING AND DELIVERY:

All transportation charges and shipping charges for delivery and pick up will be borne by Contractor.

All orders shall be delivered to the Pima County ordering department location within two (2) business days of receipt of Delivery Order (DO). Delivery is to be made directly to the ordering department, by direct in person delivery, common carrier, or US Postal Service to any location within Pima County.

Each order will be packaged separately, sealed and delivered in a separate container with a packing slip attached to the outside of the container including the name of the ordering Pima County representative, department, Delivery Order (DO) #, location including building and room, if applicable.

E. PACKAGING - TONER AND INK CARTRIDGE:

The term "toner and ink cartridge packaging" includes, at a minimum, the following:

- 1) Contractor shall clearly label each toner and ink cartridge with the manufacturer's and Contractor's names and cartridge model and/or part number.
- 2) Contractor shall clearly label external packaging of the cartridge with the manufacturer's and Contractor's names and cartridge model and/or part number.
- 3) Internal packaging of each toner and ink cartridge shall meet or exceed OEM standards and provide a protective and secure surrounding for the cartridge. Packaging may include an anti-static moisture proof bag that is either heat-sealed or zip-locked and a protective cradle for the cartridge prior to being packaged in an external carton. The external carton and packaging of the toner cartridge shall protect the cartridge from damage during shipping, permit repackaging of spent/used cartridges for return and be packaged in a manner that meet or exceed OEM standards.
- 4) Packaging for the toner and ink cartridges shall be constructed to permit users to re-package used cartridges for return to the Contractor. Contractor must clearly indicate that the carton is reusable such as, a label on the carton which clearly states "Important: Save this box and all internal packaging for return of the empty cartridges."

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- 5) Each cartridge shall be provided with complete instruction for installation and maintenance of cartridge to optimize the performance and life of the cartridge.
- 6) It is desirable that all corrugated packaging meet Green standards.
- 7) The external carton and/or an internal shipping invoice shall identify toner cartridge type (make and model), the Contractor's name, address and telephone number, and the delivery order (DO). All cartridge boxes and/or internal shipping invoices will also bear the date of remanufacture and use by date for shelf life and inventory purposes.

F. USED/EMPTY CARTRIDGE RETURN:

At such time that delivery is made return cartridges are to be picked up as available. Pima County will attempt to make available return cartridges on a one for one basis; however, Pima County will not guarantee the availability of return cartridges. If pick-up is not made in-person, Contractor must provide for a single cartridge return or multiple cartridge returns.

If pick-up of empty cartridges is needed without a delivery, County representative shall contact Contractor by toll-free number, email or webpage to arrange pick-up. Contractor shall provide pick-up service of all used toner and ink cartridges within five (5) business days of the request for pick-up.

If common carrier (e.g. United Parcel Service (UPS) or Fed EX) is used for returns, Contractor must arrange for carrier pick-up at the Pima County location and not use carrier "drop box" as the return method.

The Contractor shall provide a pre-paid shipping/mailling label for returning each empty toner cartridge at no cost to the County **and set-up a toll free contact phone number and email to request pick-up of** all used and empty toner cartridges. EACH SHIPPING CONTAINER SHALL HAVE, ON AT LEAST ONE OF THE LONG SIDES, A LABEL WHICH CLEARLY STATES "IMPORTANT: "SAVE THIS BOX AND ALL INTERNAL PACKAGING FOR RETURN OF THE EMPTY CARTRIDGE."

-OR-

The Contractor shall provide explicit instructions as to how to obtain the pre-paid shipping label from the Contractor. Instructions to the users are to indicate a toll free telephone number and/or an email address for which the user can request the return pre-printed shipping label for pre-paid expenses of the cartridge(s) being returned. The users are not to be charged for pickup of the cartridge(s) by the transportation company employed. The Contractor shall pay for all shipping and pickup of returned cartridge(s). Prepaid labels may be obtained from the Contractor electronically, by download from website.

Contractor shall be responsible for transporting, unpacking, sorting, and storing of the used cartridges.

Used/Empty Cartridge Return/Pick-Up Contact Information:	
Pick-Up in Person	
Contractor may pick-up used/empty cartridges at the time of delivery of new order.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Prepaid Return Label	
Each Toner Cartridge is packaged with Prepaid Return Label for common carrier pick-up.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Each Toner Cartridge is packaged with Prepaid Return Label for common carrier pick-up as indicated above. If so, indicate toll-free telephone # for pick-up.	<i>Toll Free Phone # for Pick-up</i>
	Fed-Ex
	United Parcel Service (UPS)
	US Postal Service (USPS)
Prepaid Return Label may be downloaded from website; if so indicate website in the space to the right.	<i>Website to download Prepaid Return Label</i>
	Fed-Ex
	United Parcel Service (UPS)
	US Postal Service (USPS)

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G. PRODUCT SPECIFICATIONS:

OEM New Toner Cartridge: A new toner cartridge, which is manufactured and labeled by the same/original manufacturer of the printer/fax machine in which the toner has never been used. Cloned cartridges are not new OEM.

H. WARRANTY

All cartridges shall be guaranteed to perform to OEM specifications and to the satisfaction of Pima County. The cartridge shall equal or exceed the yield of the OEM specification. Any cartridge found defective shall be replaced, free of charge, regardless of the amount of toner remaining in the cartridge. Defective cartridges shall be replaced or monies refunded within five (5) calendar days after the Contractor is notified.

If problems occur with printers due to a defective toner cartridge, the Contractor shall provide:

- (1) A competent factory-trained authorized service technician to repair printer within two (2) working days.
- (2) The Contractor shall reimburse the County for any printer service performed due to the Contractor's defective cartridge. If the defective cartridge causes damage to the equipment, the Contractor shall repair it to OEM specifications or replace it.
- (3) Contractor is responsible for quality of products provided to Pima County. If equipment failure should result due to product defects, Contractor will replace any failed equipment and defective product at no additional cost to Pima County within three (3) business days after vendor is notified. Contractor will also be responsible for any/all damages created as result of defective product. If problems occur with printers or fax machines due to defective product, the Contractor will provide a competent factory-trained authorized service technician to repair printer within two (2) working days at the Contractor's expense.

If a County representative places a call for a defective cartridge, the Contractor's customer service representative shall be capable of discussing the County contract and correcting any problems, and/or shall visit the individual utilizing the remanufactured cartridge in-person within two (2) business days after notification.

The Contractor will diagnose whether the cartridge is defective. If defective the Contractor will replace cartridge at that time. If the cartridge is not defective the Contractor will troubleshoot the problem, at no charge, and report findings to the user's Department and, if hardware related, the County IT Network Operations Center (NOC).

All defective toner and ink cartridges will be returned to the Contractor at the Contractor's expense. The Contractor shall pick up defective cartridge(s) at the location of toner and ink cartridge delivery. All transportation charges covering return and replacement of these items shall be borne by the Contractor.

Attached is a copy of product warranty	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

I. SERVICES/PERFORMANCE SPECIFICATIONS:

Contractor shall be responsible for the quality of the products provided to the County. Contractor shall be responsible for any and all failures of equipment, and/or damages created and caused by the malfunctioning toner/ink provided by the Contractor. Contractor shall replace any malfunctioning product and/or /equipment at no cost to the County.

If the County has continued uncorrected problems with a particular model, or if there are page yields consistently below OEM standards or approved manufactured toner cartridge industry standards, the County will notify Contractor to correct deficiencies within ten (10) business days. If deficiencies are not corrected within the ten (10) days, the County reserves the right to discontinue that product line or terminate the contract.

Contractor shall be responsible for the disposal of toner cartridges in an environmentally safe manner, consistent with applicable laws and regulations. The Contractor shall ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental, human health and safety laws.

J. REPORTS AND RECORD RETENTION

Annually and upon request, the Contractor must provide reports to include, but not be limited to, the following:

- Usage reports by department, account, and/or location to include the equipment model number, cartridge # supplied, quantity and price
- Return report which includes the cartridge number, equipment model #, quantity of cartridges received from the County
- Credits and/or rebates received by the County department
- List of catalog items, manufacturers' part numbers, pricing, rebate/credit, and yield
- List of toner and ink cartridges supplied under this contract with current and expected failure rate

Reports must be available in Excel or CSV format to allow for sorting and calculation.

End of Exhibit A – OEM New

OFFER AGREEMENT

Exhibit A: Scope of Services

Group 2: Remanufactured Toner Cartridges for Printers and Fax Machines

1. GENERAL SCOPE OF SERVICES:

The Contractor shall provide Remanufactured Toner/Ink Cartridges for printers and fax machines per specifications called for herein.

Brands of Printers and Fax Machines, listed in alphabetical order:

- Brother
- Canon
- Dell
- Epson
- Hewlett Packard (95% Printer Fleet)
- Kyocera
- Lexmark
- Panasonic
- Samsung
- Sharp
- Troy
- Xerox

Remanufactured Toner Cartridge: May also be referred to as Recycled, is a cartridge in which the ink has been restocked, parts that are damaged are replaced or repaired and is restored to its original form and a quality test is performed to ensure full OEM performance standards. Cartridge has been completely disassembled and cleaned, replaced with a new long-life optical photo-conductive (OPC) drum with a minimum rating equal to the OEM yield. Remanufactured toner cartridges must use the original OEM core. New non-OEM cores are not acceptable. Laser printer/toner cartridges that are only refilled, recharged or cloned are not considered remanufactured. Each cartridge is backed by a 100% satisfaction guarantee and provides for the same warranties of an OEM toner cartridge.

Non-Authorized Items: In the event the Contractor provides items not authorized by this contract, contractor will reimburse the County for such items. Non-authorized items to include but not limited to drums, copier/MFD toner cartridges, waste units, tanks, print heads, maintenance kits, fusers, transfer kit, rollers, assembly. Cartridges may be for such office equipment as printers and fax machines - ONLY. Copiers (MFDs) are excluded.

2. CUSTOMER SERVICE:

Contractor shall maintain means for County representatives to effectively and efficiently communicate with Contractor concerning toner cartridge ordering; pick up; defective return items; and invoicing issues at no additional cost to the County.

At a minimum, Contractors must accept collect telephone calls, provide and maintain a toll-free number for the County's usage; and/or provide and maintain a dedicated website for the County's usage during the term of the contract. The telephone number(s) must be provided with this bid. Failure to submit the information and maintain this service may be cause for rejection of the bid and/or cancellation of the agreement.

Customer Service/Order Placement Contact Information		
Order Placement		
Contact Information for Ordering	Email Address	
	Website	
	Phone Number (Toll Free)	
	Fax Number (Toll Free)	
Customer Service		
Primary Contact	Title	
	Phone Number (Toll Free)	
	Email Address	
Secondary Contact	Title	
	Phone Number (Toll Free)	
	Email Address	
Dedicated Account Representative		
Contact Information for resolving issues	Name	
	Title	
	Direct Line (Toll Free)	
	Cell Phone (toll free/local)	
	Email Address:	

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Customer Service Representatives shall be knowledgeable of the products and procedures for ordering, delivery and returns. Contractor will provide Pima County with a Dedicated Account Representative or Account Representative Team.

Dedicated Account Representative will be responsible for coordinating and resolving issues pertaining to invoices, quality of product, contractual performance, equipment repairs as a result of damage caused by toner, reports, product substitution, etc.

Contractor must provide a list of all items available to Pima County. Additions, deletions, and substitutions of part numbers may be allowed if they are submitted by Contractor and are approved by Pima County ITD.

3. ORDERING PROCEDURES:

Orders may be placed by County representatives in various departments and locations (approximately 330 locations). Orders placed by County Departments will be by issuance of a Delivery Order (DO).

Contractor must accept electronic methods of ordering including, but not limited to, accepting email and fax orders and/or a dedicated Website for ordering and tracking orders. Ordering will be done by telephone, fax or on-line. No minimum or maximum guarantee is made as to the size of each order. Contractors are expected to be able to accept and deliver any sized order. Contractor will not have minimum or maximum quantity or dollar amount requirements.

Contractor must provide acknowledgment of receipt of Delivery Order (DO), shipping confirmation, back order, or cancellation notification electronically, via email or fax.

If a cartridge is out of stock, Contractor must notify the ordering department (email or fax) within twenty-four (24) hours of the status and provide an estimated delivery date.

In the event of emergency, the County reserves the right to cancel such orders or outstanding releases for non-delivery in time periods shorter than those specified above.

Orders placed under the contract which are not delivered or complete within five (5) business days after the receipt of the order will be subject to immediate cancellation at the sole option of the County. Orders, which cannot be supplied in time to meet the County's requirements, may be placed with another Contractor. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for the difference between the open market and the contract price where emergency purchase is necessary.

4. SHIPPING AND DELIVERY:

All transportation charges and shipping charges for delivery and pick up will be borne by Contractor.

All orders shall be delivered to the Pima County ordering department location within two (2) business days of receipt of Delivery Order (DO). Delivery is to be made directly to the ordering department, by direct in person delivery, common carrier, or US Postal Service to any location within Pima County.

Each order will be packaged separately, sealed and delivered in a separate container with a packing slip attached to the outside of the container including the name of the ordering Pima County representative, department, Delivery Order (DO) #, location including building and room, if applicable

5. TONER AND INK CARTRIDGE PACKAGING:

The term "toner and ink cartridge packaging" includes, at a minimum, the following:

1. Contractor shall clearly label each toner and ink cartridge with the manufacturer's and Contractor's names and cartridge model and/or part number.
2. Contractor shall clearly label external packaging of the cartridge with the manufacturer's and Contractor's names and cartridge model and/or part number.
3. Internal packaging of each toner and ink cartridge shall meet or exceed OEM standards and provide a protective and secure surrounding for the cartridge. Packaging may include an anti-static moisture proof bag that is either heat-sealed or zip-locked and a protective cradle for the cartridge prior to being packaged in an external carton. The external carton and packaging of the toner cartridge shall protect the cartridge from damage during shipping, permit repackaging of spent cartridges for return and be packaged in a manner that meet or exceed OEM standards.
4. Packaging for the toner and ink cartridges shall be constructed to permit users to re-package used cartridges for return to the Contractor. Contractor must clearly indicate that the carton is reusable such as, a label on the carton which clearly states "Important: Save this box and all internal packaging for return of the empty cartridges."

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5. Each cartridge shall be provided with complete instruction for installation and maintenance of cartridge to optimize the performance and life of the cartridge.
6. It is desirable that all corrugated packaging meet Green standards.
7. The external carton and/or an internal shipping invoice shall identify toner cartridge type (make and model), the Contractor's name, address and telephone number, and the delivery order (DO) number. All cartridge boxes and/or internal shipping invoices will also bear the date of remanufacture and use by date for shelf life and inventory purposes.

6. USED/EMPTY CARTRIDGE RETURN:

At such time that delivery is made return cartridges are to be picked up as available. Pima County will attempt to make available return cartridges on a one for one basis; however, Pima County will not guarantee the availability of return cartridges. If pick-up is not made in-person, Contractor must provide for a single cartridge return or multiple cartridge returns.

If pick-up of empty cartridges is needed without a delivery, County representative shall contact Contractor by toll-free number, email or webpage to arrange pick-up. Contractor shall provide pick-up service of all used toner and ink cartridges within five (5) business days of the request for pick-up.

If common carrier (e.g. United Parcel Service (UPS) or Fed EX) is used for returns, Contractor must arrange for carrier pick-up at the Pima County location and not use carrier "drop box" as the return method.

The Contractor shall provide a provide a pre-paid shipping/mailling label for returning each empty toner cartridge at no cost to the County **and set-up a toll free contact phone number and email to request pick-up of** all used and empty toner cartridges. EACH SHIPPING CONTAINER SHALL HAVE, ON AT LEAST ONE OF THE LONG SIDES, A LABEL WHICH CLEARLY STATES "IMPORTANT: "SAVE THIS BOX AND ALL INTERNAL PACKAGING FOR RETURN OF THE EMPTY CARTRIDGE."

-OR-

The Contractor shall provide explicit instructions as to how to obtain the pre-paid shipping label from the Contractor. Instructions to the users are to indicate a toll free telephone number and/or an email address for which the user can request the return pre-printed shipping label for pre-paid expenses of the cartridges(s) being returned. The users are not to be charged for pickup of the cartridge(s) by the transportation company employed. The Contractor shall pay for all shipping and pickup of returned cartridge(s). Prepaid labels may be obtained from the Contractor electronically, by download from website.

Contractor shall be responsible for transporting, unpacking, sorting, and storing of the used cartridges.

Used/Empty Cartridge Return/Pick-Up Contact Information:	
Pick-Up in Person	
Contractor may pick-up used/empty cartridges at the time of delivery of new order.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Prepaid Return Label	
Each Toner Cartridge is packaged with Prepaid Return Label for common carrier pick-up.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Each Toner Cartridge is packaged with Prepaid Return Label for common carrier pick-up as indicated above. If so, indicate toll-free telephone # for pick-up.	<i>Toll Free Phone # for Pick-up</i>
	Fed-Ex
	United Parcel Service (UPS)
	US Postal Service (USPS)
Prepaid Return Label may be downloaded from website; if so, indicate website in the space to the right.	<i>Website to download Prepaid Return Label</i>
	Fed-Ex
	United Parcel Service (UPS)
	US Postal Service (USPS)

7. PRODUCT SPECIFICATIONS:

The Contractor shall furnish remanufactured toner and ink cartridges that have been fully remanufactured to specifications equal to or exceeding OEM standards of quality and performance and approved remanufactured toner cartridge industry standards such as the guidelines adopted by the Standardized Test Methods Committee (STMC); the American Society for Testing and Materials (ASTM) and/or ISO 9001:2000.

Remanufactured printer/fax toner cartridge is defined as one that has been fully remanufactured to specifications equal to or exceeding Original Equipment Manufacturer (OEM) specifications or approved remanufactured printer cartridge industry standards. Critical components like toners and drums are replaced every time with toners manufactured according to OEM Specifications and new after-market drums. **Laser printer/toner cartridges that are only refilled or recharged do not meet OEM specifications and are not acceptable.**

Toner cartridges must be completely disassembled, cleaned, and inspected prior to filling. Toner cartridges must be refilled with an ample quantity of high quality toner necessary to provide the projected yield specific to each item solicited and requested by the County.

Toner Cartridge Remanufacturing Process

The term "toner cartridge remanufacturing process" includes, at a minimum, the following:

1. Assessment to determine if the toner cartridge can be remanufactured.
2. Complete disassembly of cartridge to thoroughly clean and inspect all internal and external components against OEM specifications.
3. Replacement of the following with new parts:
 - a. drum
 - b. magnetic roller
 - c. magnetic roller bushing
 - d. wiper blade
 - e. any parts with excessive wear and/or not meeting OEM specifications
4. Filling of cartridge with new toner to meet or exceed OEM standards.
5. Testing of every remanufactured toner cartridge. Upon request, Contractor shall provide methods used in testing cartridges.

Ink Cartridge Remanufacturing Process

The term "Ink cartridge remanufacturing process" includes, at a minimum, the following:

1. Assessment to determine if the ink cartridge can be remanufactured.
2. Complete disassembly of cartridge to thoroughly clean and inspect all internal and external components against OEM specifications.
3. Properly refilling the cartridge to OEM standards.
4. Testing of every remanufactured ink cartridge.

Upon request, Contractor shall provide methods used in testing cartridges.

Recycling and Material Disposal

Contractor shall recycle components as often as possible such that minimal elements will go into a landfill.

Contractor shall ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental and human health and safety laws.

At the County's request, Contractor shall provide manifests and any other documentation needed to confirm the proper disposal of material.

8. WARRANTY

Contractor shall be responsible for the quality of the products provided to the County.

Contractor shall warrant in writing that the use of the remanufactured cartridges will not void the manufacturer's warranty on any printer or fax. Pima County equipment warranties must be fully covered under warranties if the cartridges are remanufactured to Original Equipment Manufacturer's (OEM) standards; subsequently, this agreement requires remanufactured cartridges to meet this standard:

Any cartridge found defective shall be replaced, free of charge, regardless of the amount of toner remaining in the cartridge.

Defective cartridges shall be replaced in two (2) days or monies refunded (credit memo issued) within five (5) calendar days after the Contractor is notified. Any toner and ink cartridge found defective, shall be replaced free of charge regardless of the amount of toner remaining in the cartridge. Replacement cartridges shall be properly marked as replacements and identified by the Delivery Order (DO) number.

If problems occur with printers due to a defective toner cartridge, the Contractor shall provide:

1. A competent trained authorized service technician to repair printer within two (2) business days at the Contractor's expense.
2. The Contractor shall reimburse the County for any printer service performed due to the Contractor's defective cartridge. If the defective cartridge causes damage to the equipment, the Contractor shall repair it to OEM specifications or replace it.
3. If equipment failure should result due to product defects, Contractor will replace any failed equipment and defective product at no additional cost to Pima County within three (3) business days after Contractor is notified. Contractor will also be responsible for any/all damages created as result of defective product.

If a County representative places a call for a defective cartridge, the Contractor's customer service representative shall be capable of discussing the County contract and correcting any problems, and/or shall visit the individual utilizing the remanufactured cartridge in-person within two (2) business days after notification.

The Contractor will diagnose whether the cartridge is defective. If defective the Contractor will replace cartridge at that time. If the cartridge is not defective the Contractor will troubleshoot the problem, at no charge, and report findings to the user's Department and, if hardware related, the County IT Network Operations Center (NOC).

All defective toner and ink cartridges will be returned to the Contractor at the Contractor's expense. The Contractor shall pick up defective cartridge(s) at the location of toner and ink cartridge delivery. All transportation charges covering return and replacement of these items shall be borne by the Contractor.

Attached is a copy of product warranty	Yes <input type="checkbox"/> No <input type="checkbox"/>
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9. SERVICES/PERFORMANCE SPECIFICATIONS:

Contractor shall be responsible for the quality of the products provided to the County. Contractor shall be responsible for any and all failures of equipment, and/or damages created and caused by the malfunctioning toner/ink provided by the Contractor. Contractor shall replace any malfunctioning product and/or /equipment at no cost to the County.

If the County has continued uncorrected problems with a particular cartridge model, or if there are page yields consistently below OEM standards or approved manufactured toner cartridge industry standards, the County will notify Contractor to correct deficiencies within ten (10) business days. If deficiencies are not corrected within the ten (10) days, the County reserves the right to discontinue that product line or terminate the contract.

Contractor shall be responsible for the disposal of toner cartridges in an environmentally safe manner, consistent with applicable laws and regulations. The Contractor shall ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental, human health and safety laws.

10. REPORTS AND RECORD RETENTION

- Usage reports by department, account, and/or location to include the equipment model number, cartridge # supplied, quantity and price
- Return report which includes the cartridge number, equipment model #, quantity of cartridges received from the County.
- Credits and/or rebates received by the County department.
- List of catalog items, manufacturers' part numbers, pricing, rebate/credit, and yield
- List of toner and ink cartridges supplied under this contract with current and expected failure rate

Reports must be available in Excel or CSV format to allow for sorting and calculation.

End of Exhibit A: Remanufactured

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Exhibit B: Price Page

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

Contractor shall provide a rebate to the County for every toner cartridge and ink cartridge provided to Contractor for remanufacture. Rebate program, including prices and rebates for each toner and ink cartridge, must be clearly defined in the bid.

Attached is an Excel spreadsheet by which your firm is to complete the applicable TAB indicating the group(s) your firm is submitting a Bid.

Tab A: Group 1 –OEM New and Rebate		Tab B: Group 2 – Remanufactured and Rebate	
For all Commodity Lines (CL #) 1- 356, listed in Column A, provide the corresponding information in Column(s)		For all Commodity Lines (CL #) 1- 126, listed in Column A, provide the corresponding information in Column(s)	
Rows 1 & 358	Enter Contractor Name	Rows 1 & 131	Enter Contractor Name
E	Contractor's Part #	E	Contractor's Part #
J	M.S.R.P	J	M.S.R.P
K	% Discount off M.S.R.P	K	% Discount off M.S.R.P
L	Unit Price \$	L	Unit Price \$
M	Rebate \$ Each Cartridge	M	Rebate \$ Each Cartridge

REBATE: In the event your firm is bidding both Groups (1 and 2) and is awarded a single contract for one of the Groups, will you still honor the rebate for both OEM New and Remanufactured?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Manufacturer Price List/Discount					
#	Manufacturer Line	Date of MSR List	Warranty Period	NEW OEM Discount of MSRP	REMANUFACTURED Discount of MSRP
1	Hewlett Packard			%	%
2	Brother			%	%
3	Canon			%	%
4	Dell			%	%
5	Epson			%	%
6	Lexmark			%	%
7	Panasonic			%	%
8	Samsung			%	%
9	Sharp			%	%
10	Xerox			%	%

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

SALES TAX TYPE	ITEM #'S AFFECTED	TAXING JURISDICTION	SALES TAX %	SALES TAX \$ (IF ANY)
Equipment/Parts				
Equipment/Parts				
Equipment/Parts				

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PIMA COUNTY STANDARD TERMS AND CONDITIONS (02/17/15)

1. OPENING:

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (County) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without written permission in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

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12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

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22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant Master Agreement or Purchase Orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin."

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall

be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

OFFER AGREEMENT

Solicitation #: 193855

Title: Printer and Fax Toner/Ink Cartridges

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"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS