

C-18-0583

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Annual Supply  
Lexmark Toner Cartridges  
Bid No. 18-216**

**Star Image Supply Inc.  
322 W 57<sup>th</sup> St., Unit 44P  
New York, NY 10019  
646-391-4691**

**LANCASTER COUNTY  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Star Image Supply Inc., 322 W. 57<sup>th</sup> Street, Unit 44P, New York, NY 10019, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

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

For providing **Lexmark Toner Cartridges, Bid No. 18-216** and,

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

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

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

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

**Agreement to Line Items 1 – 7 of the proposal and Attachment A – Quote #QCLL083018**

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:  
**The County will pay for products/service, according to the Line Item pricing 1 - 7 as listed in Contractors Proposal/Supplier Response and Attachment A - Quote #QCLL08318, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$14,500.00 during the contract term without approval by the Board of Commissioners.**
3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option for three (3) additional one (1) year renewals.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Addendums No. 1, 2 and 3
  4. Special Provisions
  5. Specifications
  6. Instructions to Bidders
  7. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

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

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

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
Lancaster County Signature Page

**Vendor Signature Page**

**CONTRACT  
Annual Supply  
Lexmark Toner Cartridges  
Bid No. 18-216  
Lancaster County  
Star Image Supply Inc.**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

\_\_\_\_\_  
Secretary

Seal

Star Image Supply Inc.

Name of Corporation

322 W 57<sup>th</sup> ST, #44P, New York

Address

NY 10019

By: [Signature]

Duly Authorized Official

President

Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Member

By: \_\_\_\_\_

Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

**Lancaster County Signature Page**

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**CONTRACT  
Annual Supply  
Lexmark Toner Cartridges  
Bid No. 18-216  
Lancaster County  
Star Image Supply Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Rachelle Hinze Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313 x		Lincoln, NE 68508	
Fax	1 (402) 441-6513 x	Contact	Rachelle Hinze Buyer	Contact
Bid Number	18-216 Addendum 3	Department		Department
Title	Annual Supply Lexmark Toner Cartridges	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	8/6/2018 10:22 AM (CT)	Telephone	1 (402) 441-8313 x	Telephone
Close Date	8/22/2018 12:00:00 PM (CT)	Fax	1 (402) 441-6513 x	Fax
		Email	rhinze@lincoln.ne.gov	Email

## Supplier Information

Company Star Image Supply Inc.  
 Address 322 W57th Street, Unit 44P  
 New York, NY 10019

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (646) 391-4691  
 Fax  
 Email

Submitted 8/22/2018 10:52:44 AM (CT)  
 Total \$14,748.71

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Xiao Jia Email admin@starimagesupply.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	NO
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
4	Generic Compatible Cartridges	If bidding a generic compatible cartridge do you warranty the cartridge will not void the printers warranty? Yes//No Please provide a letter of your guarantee, if yes, in the suppliers response attachment section of the bid.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____ (b) Are your bid prices subject to escalation/de-escalation YES or NO _____ (c) If (b), state period for which prices will remain firm: through _____	Bid Price is the firm for the first year.
7	Recycling of Corrugated Cardboard	I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - <a href="http://lincoln.ne.gov/city/pworks/solid-waste/recycle/">http://lincoln.ne.gov/city/pworks/solid-waste/recycle/</a> for more information on City of Lincoln recycling programs.	Yes



8	Purchase Order, Contract and Delivery Contact	<p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.</p>	<p>Contact: Stephanie - Email: admin@starimagesupply.com - (646)391-4691</p>
9	Bid Award	<p>a) I acknowledge and understand that the City, County and/or Public Building Commission reserve the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. Do you agree and understand? Yes/No_____</p> <p>b) Is your pricing based on all-or-nothing basis? Yes/No_____</p>	<p>Yes, we agree and understand that this bid can be either item by item or by groups. Our price is based on item by item.</p>
10	Tax Exempt Certification Forms	<p>Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)</p>	Yes
11	Quantities	<p>I acknowledge that the quantities listed for each line item are an estimated amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.</p>	Y
12	Delivery	<p>State number of delivery days after receipt of order (ARO). (Do not estimate) Some departments may want orders shipped within 48 hours. Orders shall be FOB to the City/County at the location specified with all transportation charges paid.</p>	3 business days
13	Contact	<p>Name of person submitting this bid:</p>	Xiao Jia
14	Electronic Signature	<p>Please check here for your electronic signature.</p>	Yes
15	Agreement to Addendum No. 1	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes
16	Agreement to Addendum No. 2	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes
17	Agreement to Addendum No. 3	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p>	Yes

**Line Items**

#	Qty	UOM	Description	Response
1	120	EA	Lexmark Optra Print 52D1H00 High Yield Black Toner Cartridge Return Program (Eco-conscious) for a Lexmark MS810 Printer yield of 25,000	\$69.00

Manufacturer: Lexmark Optra Print or Equivalent      Manufacturer #: 52D1H00

Item Notes: Cartridge shall have a chip in order for the printer to communicate with cartridge. NO REMANS WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	NINESTAR
2	Model	List your model number of the product you are bidding.	52D1H00-NNS

2	90	EA	Lexmark 52D0Z00 Black return program imaging unit (Eco-conscious) for a Lexmark MS810 Printer yield of 100,000 pages	\$42.31
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Manufacturer: Lexmark or Equivalent      Manufacturer #: 52D0Z00

Item Notes: Cartridge shall have a chip in order for the printer to communicate with cartridge. NO REMANS WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	LEXMARK OEM
2	Model	List your model number of the product you are bidding.	520Z00

3	20	EA	Lexmark Optra Print 50F0HA0 High Yield Black Toner Cartridge Return Program (Eco-conscious) for a Lexmark MS310 Printer yield of 5,000	\$48.00
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Manufacturer: Lexmark Optra Print or Equivalent      Manufacturer #: 50F0HA0

Item Notes: Cartridge shall have a chip in order for the printer to communicate with cartridge. NO REMANS WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	NINESTAR
2	Model	List your model number of the product you are bidding.	50F1H00-NNS

4 4 EA Lexmark 50F0Z00 Black Return Program Imaging Unit (Eco-conscious) yield of 60,000 for Lexmark 312 Printer. \$40.34

Manufacturer: Lexmark or Equivalent Manufacturer #: 50F0Z00

Item Notes: Cartridge shall have a chip in order for the printer to communicate with cartridge. NO REMANS WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	2 Pack	List your cost for a 2 pack Lexmark 50F0Z00 Drum Black (Eco-conscious) yield of 60,000.	\$80.68
2	Manufacturer	List your manufacturer of the product you are bidding.	LEXMARK OEM
3	Model	List your model number of the product you are bidding.	50F0Z00

5 4 EA Lexmark Optra Print 50F1H00 High-Yield Black Toner Cartridge Return Program (Eco-conscious) for Lexmark 312 Printer yield of 5,000 \$48.00

Manufacturer: Lexmark Optra Print or Equivalent Manufacturer #: 50F1H00

Item Notes: Cartridge shall have a chip in order for the printer to communicate with cartridge. NO REMANS WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	NINESTAR
2	Model	List your model number of the product you are bidding.	50F1H00-NNS

6 1 EA Lexmark Optra Print T650H11A Black Toner Cartridge Return Program (Eco-conscious) for a Lexmark ST9630 Printer yield of 7,000 \$118.45

Manufacturer: Lexmark Optra Print or Equivalent Manufacturer #: T650H11A

Item Notes: Cartridge shall have a chip in order for the printer to communicate with cartridge. NO REMANS WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CLOVER
2	Model	List your model number of the product you are bidding.	T650H11A-CL

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7 15 EA Lexmark Optra Print 64015SA Return Program High-Yield Black Toner Cartridge for Lexmark T640, T642, T644 yield 6,000 \$60.00

Manufacturer: Lexmark Optra Print or Equivalent Manufacturer #: 64015SA

Item Notes: Cartridge shall have a chip in order for the printer to communicate with cartridge. NO REMANS WILL BE ACCEPTED

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CLOVER
2	Model	List your model number of the product you are bidding.	T64015HA-CL

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8 1 EA Optional - MICR ink toner secure for a Lexmark model ST9630 printer for check printing. \$329.00

Manufacturer: Source Technology MICR or Equivalent Manufacturer #: STI204064H

Item Notes: Cartridge shall have a chip in order for the printer to communicate with cartridge that it is a MICR toner printing with a MIRC printer. NO REMANS WILL BE ACCEPTED

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
2	Manufacturer	List your manufacturer of the product you are bidding.	SOURCE TECHNOLOGIES OEM
3	Model	List your model number of the product you are bidding.	STI-204064H

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Response Total: \$14,748.71

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# Star Image Supply Inc.

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322 W 57<sup>th</sup> Street, Unit 44P, New York NY 10019 Tel: (646)391-4691 Fax: (646)346-8808

## Product Warranty

We guarantee the print quality of all of our products to meet OEM standards for the lifetime of the product. Our ink and toner cartridges are warranted to be free from material and manufacturing defects for a period of one year from date of sale.

We will replace, without charge, any toner or ink cartridge that fails to provide acceptable print quality or does not meet OEM specifications, regardless of the amount of toner remaining in the cartridge. The replacement will be shipped out in 1-2 business days after being notified.

# Star Image Supply Inc.

Your Toner &amp; Ink Cartridge Specialist

## Quote

322 W 57th Street, Unit 44P  
 New York, NY 10019  
 Tel: 646-391-4691  
 Fax: 1-877-966-5558

Date	Quote #
8/30/2018	QCLL083018

Name / Address
City of Lincoln/Lancaster County Rachelle Hinze, Buyer 440 South 8th, Ste. 200 Lincoln, NE 68508

Ship To
City of Lincoln/Lancaster County Rachelle Hinze, Buyer 440 South 8th, Ste. 200 Lincoln, NE 68508

Rep	Project

Item	Description	Qty	Amount	Total
LXT-64015/6403...	Compatible Toner Cartridge for Lexmark T640, T642, T644, X642e, X644e, X646e	4	60.00	240.00T
	This product contains a chip that communicate with the Lexmark printers.		0.00%	0.00
	Please remit payment to: 2 Gregory Lane Newtown Square, PA 19073			

OEM Products have 90 days warranty. Remanufactured and Compatiable products have 1 year warranty from date of purchase.

**Total**

\$240.00

**ADDENDUM #1**  
**Issue Date:**  
**8/8/2018**  
**Bid No. 18-216**  
**Annual Supply of Lexmark Toner Cartridges**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

- Q. Can you post the previous bid tabulation?  
A. See attached below.

**END OF ADDENDA NO. 1**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,  
Buyer

<b>1</b>	<b>High-Yield Black Toner Cartridge for Lexmark MS810 laser printer</b>	<b>Manufacturer</b>	<b>Model</b>
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your manufac	List your model nu
iPrint Technologies	20	EA	\$145.00	\$2,900.00	25,000 page yield	Lexmark or Equivalent	52D1H00	iPrint	52D1H00-ipt
The Office Pal	20	EA	\$145.35	\$2,907.00		Lexmark or Equivalent	52D1H00	OPTRAPRINT	52D1H00
Beyond Technology	20	EA	\$147.08	\$2,941.60		Lexmark or Equivalent	52D1H00	West Point Produ	2006438
Bishop Business	20	EA	\$156.25	\$3,125.00	25,000 yield	Lexmark or Equivalent	52D1H00	InkCycle	101035207
Sun Data Supply, Inc.	20	EA	\$175.98	\$3,519.60	Compatible 25,000-Page L	Lexmark or Equivalent	52D1H00	Clover Technologi	LEX52D1H00-COM
Supply Saver Corporation	20	EA	\$199.90	\$3,998.00	25,000 PAGE YIELD	Lexmark or Equivalent	52D1H00	PREMIUM	52D1H00SS
Suppliesoutlet.com	20	EA	\$200.00	\$4,000.00		Lexmark or Equivalent	52D1H00	NA	CLE52D1H00
Global Gov't/Education Solutic	20	EA	\$201.10	\$4,022.00	Quoting ILG Brand--for mo	Lexmark or Equivalent	52D1H00	ILG	TB52D1H00-00
SDF PROFESSIONAL COMPUTE	20	EA	\$335.68	\$6,713.60	FREE SHIPPING TO CONT L	Lexmark or Equivalent	52D1H00	LEXMARK	52D1H00
Data Source Media	20	EA	\$339.50	\$6,790.00	25,000 page yieldAlternat	Lexmark or Equivalent	52D1H00	Lexmark	52D1H00
Howard Technology Solutions	20	EA	\$346.00	\$6,920.00		Lexmark or Equivalent	52D1H00	Lexmark	52D1H00
Adorama Inc.	20	EA	\$346.49	\$6,929.80		Lexmark or Equivalent	52D1H00	Lexmark	Mfg Part#: 52D1H0

<b>2</b>	<b>High-Yield Black Toner Cartridge for a T652dn laser printer</b>	<b>Manufacturer</b>	<b>Model</b>
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	MFG.	Manuf Num	List your manufacturer of the cartridge you are bidding.	List your model number of the cartridge you are bidding.
iPrint Technologies	50	EA	\$99.00	\$4,950.00	25,000 page yield	Lexmark or Equivalent	T650H11A	iPrint	T650H11A-ipt
The Office Pal	50	EA	\$104.50	\$5,225.00		Lexmark or Equivalent	T650H11A	OPTRAPRINT	T650H11A



Bishop Business	50	EA	\$118.75	\$5,937.50	25,000 yield	Lexmark or Equivalent	T650H11A	InkCycle	101033796
Beyond Technology	50	EA	\$122.58	\$6,129.00		Lexmark or Equivalent	T650H11A	Expression	R-T650H41G
Global Gov't/Education Solutic	50	EA	\$135.90	\$6,795.00	Quoting ILG Brand--for mc	Lexmark or Equivalent	T650H11A	ILG	TBT650H11ALX-IL
Sun Data Supply, Inc.	50	EA	\$138.75	\$6,937.50	Compatible 25,000 Page H	Lexmark or Equivalent	T650H11A	Clover Technologi	LEXT650H11A-COV
Suppliesoutlet.com	50	EA	\$143.99	\$7,199.50		Lexmark or Equivalent	T650H11A	NA	CLT650C
Data Source Media	50	EA	\$152.50	\$7,625.00	25,000 page yield, Lexmar	Lexmark or Equivalent	T650H11A	Clover Technology	CTGT650
Supply Saver Corporation	50	EA	\$169.00	\$8,450.00	25,000 PAGE YIELD	Lexmark or Equivalent	T650H11A	PREMIUM	T650H11ASS
SDF PROFESSIONAL COMPUTE	50	EA	\$363.53	\$18,176.50		Lexmark or Equivalent	T650H11A	LEXMARK	T651H11A
Adorama Inc.	50	EA	\$365.38	\$18,269.00		Lexmark or Equivalent	T650H11A	Lexmark	Mfg Part#: T650H11
Howard Technology Solutions	50	EA	\$380.00	\$19,000.00		Lexmark or Equivalent	T650H11A	LEXMARK	T650H11A
Eakes Office Plus	50	EA	\$419.95	\$20,997.50		Lexmark or Equivalent	T650H11A	Lexmark	T650h11A

3 High-Yield Black Toner Cartridge for a MS310 laser printer								Manufacturer	Model
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your manufac	List your model num
iPrint Technologies	15	EA	\$69.00	\$1,035.00	5,000 page yield	Lexmark or Equivalent	50F0HA0	iPrint	50F0HA0-ipt
Beyond Technology	15	EA	\$75.66	\$1,134.90		Lexmark or Equivalent	50F0HA0	Clover	CTGT310
The Office Pal	15	EA	\$81.70	\$1,225.50		Lexmark or Equivalent	50F0HA0	OPTRAPRINT	50F0HA0
Sun Data Supply, Inc.	15	EA	\$89.79	\$1,346.85	Compatible 5,000-Page Le	Lexmark or Equivalent	50F0HA0	Clover Technologi	LEX50F1H00-COM
Bishop Business	15	EA	\$92.00	\$1,380.00	5,000 yield	Lexmark or Equivalent	50F0HA0	InkCycle	101035183
Suppliesoutlet.com	15	EA	\$97.00	\$1,455.00		Lexmark or Equivalent	50F0HA0	NA	CLE50F1H00

Supply Saver Corporation	15	EA	\$119.00	\$1,785.00	5,000 PAGE YIELD	Lexmark or Equivalent	50F0HA0	PREMIUM	50F0HASS
Data Source Media	15	EA	\$125.00	\$1,875.00	5,000 page yield.	Lexmark or Equivalent	50F0HA0	Lexmark	50F1H00
SDF PROFESSIONAL COMPUTE	15	EA	\$156.17	\$2,342.55		Lexmark or Equivalent	50F0HA0	LEXMARK	50F0HA0
Howard Technology Solutions	15	EA	\$162.00	\$2,430.00		Lexmark or Equivalent	50F0HA0	LEXMARK	50F0HA0
Global Gov't/Education Solutic	15	EA	\$173.15	\$2,597.25		Lexmark or Equivalent	50F0HA0	Lexmark	50F0HA0
Adorama Inc.	15	EA	\$206.49	\$3,097.35		Lexmark or Equivalent	50F0HA0	Lexmark	Mfg Part#: 50F0HA0

<b>4</b>	<b>High-Yield Black Toner Cartridge 933 Series HP for an HP Office jet 6700 laser printer</b>	<b>Manufacturer</b>	<b>Model</b>
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your manufac	List your model num
Sun Data Supply, Inc.	6	EA	\$12.41	\$74.46	Remanufactured 1,000-Page	HP	932XL	Clover Technology	HEWCN053AN-REM
Bishop Business	6	EA	\$12.48	\$74.88		HP	932XL	InkCycle	102020231
Beyond Technology	6	EA	\$25.23	\$151.38		HP	932XL	HP	CN053AN
The Office Pal	6	EA	\$26.65	\$159.90		HP	932XL	HEWLETT PACKAR	CN053AN
SDF PROFESSIONAL COMPUTE	6	EA	\$27.14	\$162.84	MFR# CN053AN#140	HP	932XL	LEXMARK	CN053AN#140
Howard Technology Solutions	6	EA	\$28.50	\$171.00		HP	932XL	HP	CN053AN#140
iPrint Technologies	6	EA	\$28.60	\$171.60	1,000 page yield	HP	932XL	HP (OEM)	CN053AN
Eakes Office Plus	6	EA	\$28.99	\$173.94		HP	932XL	HP	CN053AN
Data Source Media	6	EA	\$29.50	\$177.00	1,000 page yield	HP	932XL	HP	CN053AN
Global Gov't/Education Solutic	6	EA	\$29.60	\$177.60		HP	932XL	HP	CN053AN#140
Adorama Inc.	6	EA	\$29.99	\$179.94		HP	932XL	HP	Mfg Part#: CN053AN
Supply Saver Corporation	6	EA	\$32.00	\$192.00		HP	932XL	HEWLETT PACKAR	CN053AN

<b>5</b>	<b>Black Toner Cartridge for an HP Laser Jet Pro 400 M401n laser printer</b>	<b>Manufacturer</b>	<b>Model</b>
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your manufac	List your model num
Bishop Business	15	EA	\$26.66	\$399.90		HP	CF280A	InkCycle	101034967
Sun Data Supply, Inc.	15	EA	\$46.25	\$693.75	Compatible 2,700-Page HP	HP	CF280A	Clover Technology	HEWCF280A-COM
Beyond Technology	15	EA	\$74.80	\$1,122.00		HP	CF280A	HP	CF280A
The Office Pal	15	EA	\$78.52	\$1,177.80		HP	CF280A	HEWLETT PACKAR	CF280A
iPrint Technologies	15	EA	\$82.50	\$1,237.50	2,700 page yield	HP	CF280A	HP (OEM)	CF280A
SDF PROFESSIONAL COMPUTE	15	EA	\$83.24	\$1,248.60		HP	CF280A	LEXMARK	CF280A
Data Source Media	15	EA	\$83.50	\$1,252.50	CF280A Yield 2,700 pages	HP	CF280A	HP	CF280A CF280X

Howard Technology Solutions	15	EA	\$83.80	\$1,257.00		HP	CF280A	HP	CF280A
Adorama Inc.	15	EA	\$87.46	\$1,311.90		HP	CF280A	HP	Mfg Part#: CF280A
Eakes Office Plus	15	EA	\$90.89	\$1,363.35		HP	CF280A	HP	CF280A
Global Gov't/Education Solutic	15	EA	\$91.15	\$1,367.25		HP	CF280A	HP	CF280A
Supply Saver Corporation	15	EA	\$94.00	\$1,410.00		HP	CF280A	HEWLETT PACKAR	CF280A

6 High-Yield Black Toner Cartridge for Lexmark T640, 642, 644								Manufacturer	Model
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your manufac	List your model nu
The Office Pal	18	Each	\$59.85	\$1,077.30		Lexmark or Equivalent	64015SA	lexmark	64015SA
iPrint Technologies	18	Each	\$78.00	\$1,404.00	32,000 page yield	Lexmark or Equivalent	64015SA	iPrint	64015SA-ipt
Global Gov't/Education Solutic	18	Each	\$80.43	\$1,447.74	Quoting ILG Brand--for mo	Lexmark or Equivalent	64015SA	ILG	TB64035HALX-IL
Sun Data Supply, Inc.	18	Each	\$81.25	\$1,462.50	Compatible 21,000-Page L	Lexmark or Equivalent	64015SA	Clover Technologi	LEX64015HA-COM
Suppliesoutlet.com	18	Each	\$85.49	\$1,538.82		Lexmark or Equivalent	64015SA	NA	CLT640C
Beyond Technology	18	Each	\$87.20	\$1,569.60		Lexmark or Equivalent	64015SA	CLOVER	CTGT640
Bishop Business	18	Each	\$92.00	\$1,656.00	21,000 yield	Lexmark or Equivalent	64015SA	InkCycle	101031554
Data Source Media	18	Each	\$94.40	\$1,699.20	Yield 21,000 pages (high yi	Lexmark or Equivalent	64015SA	Clover Technologi	CTGT640
Supply Saver Corporation	18	Each	\$99.00	\$1,782.00	21,000 PAGE YIELD	Lexmark or Equivalent	64015SA	PREMIUM	64035HASS
SDF PROFESSIONAL COMPUTE	18	Each	\$130.52	\$2,349.36		Lexmark or Equivalent	64015SA	LEXMARK	64015SA
Howard Technology Solutions	18	Each	\$134.50	\$2,421.00		Lexmark or Equivalent	64015SA	LEXMARK	64015SA
Eakes Office Plus	18	Each	\$147.29	\$2,651.22		Lexmark or Equivalent	64015SA	Lexmark	64015SA
Adorama Inc.	18	Each	\$149.99	\$2,699.82		Lexmark or Equivalent	64015SA	Lexmark	Mfg Part#: 64015SA/

**ADDENDUM #2**  
**Issue Date:**  
**8/10/2018**  
**Bid No. 18-216**  
**Annual Supply of Lexmark Toner Cartridges**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

- Q. Bid Attributes #7 – “... Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business...” We are a company with no local presence. What would be the resolution for us?
- A. This attribute is only if a vendor is dropping off items and unpacking the items on site. The vendor shall remove all cardboard per the attribute.
- Q. While some line items designated “NO REMAN”, models 52D0Z00, 50F0Z00, STI204064H items do not have “NO REMAN” in Item Notes. Does that mean reman can be offered?
- A. Remans WILL NOT be accepted for any of the items. This has been added to the line items.

**END OF ADDENDA NO. 2**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,  
Buyer

**ADDENDUM #3**  
**Issue Date:**  
**8/15/2018**  
**Bid No. 18-216**  
**Annual Supply of Lexmark Toner Cartridges**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Q. Two questions regarding addendum #1;

- 1). Who was the winner last time?
- 2). If it was awarded by item, would you provide the winners for each item?

A. 1). The awarded vendor of the last bid was Office Pal.  
2). The award for all bid line items.

Q. Line item 6 - T650H11A page yield is 25,000; however, the description says 7,000, which is for T650A11A. Which item shall we bid on?

A. Please bid on page yield of 25,000.

**END OF ADDENDA NO. 3**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,  
Buyer

**SPECIAL PROVISIONS  
FOR  
TERM CONTRACTS**

**PURCHASING DEPARTMENT  
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

**3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

#### 2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

#### 3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### 4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

**6. ADDENDA**

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.



## **12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

## **14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

## **15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

## **17. EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

**20. EXECUTION OF CONTRACT**

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
  - a. **PURCHASE ORDER**, unless otherwise noted.
    - 1. This contract shall consist of a Lancaster County Purchase Order.
    - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
  - b. **CONTRACT**, unless otherwise noted.
    - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
    - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
    - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
    - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

**22. E-VERIFY**

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

## Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.  
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:  
Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.  
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Advertise 2 times  
Wednesday, August 8, 2018  
Wednesday, August 15, 2018**

**City of Lincoln/Lancaster County  
Purchasing Division  
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, August 22, 2018** for providing the following:

**Lexmark Toner Cartridges  
Bid No. 18-216**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

*Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or [purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov)*

# Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM  
13

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name Lancaster County			Name Star Image Supply Inc.		
Legal Name					
Street or Other Mailing Address 555 S. 10th St.			Street or Other Mailing Address 322 W. 7th St., Unit 44P		
City Lincoln	State NE	Zip Code 68508	City New York	State NY	Zip Code 10019

**Check Type of Certificate**

- Single Purchase If single purchase is checked, enter the related invoice or purchase order number \_\_\_\_\_.
- Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

- Check One**  Purchase for Resale (Complete Section A.)  Exempt Purchase (Complete Section B.)  Contractor (Complete Section C.)

**Section A—Nebraska Resale Certificate**

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of \_\_\_\_\_ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a:  Wholesaler  Retailer  Manufacturer  Lessor

Description of Product Sold, Leased, or Rented

of \_\_\_\_\_

My Nebraska Sales Tax ID Number is 01-\_\_\_\_\_.

If none, state the reason \_\_\_\_\_.

or Foreign State Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_.

**Section B—Nebraska Exempt Sale Certificate**

The basis for this exemption is exemption category 1 (See the list of Exemption Categories and corresponding numbers on reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Property or Service Purchased	Intended Use of Property or Service Purchased
_____	_____

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number. 05-\_\_\_\_\_ Do not enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller?		Was item depreciable?	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Section C—For Contractors Only**

**1. Purchase of building materials or fixtures.**

As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax ID Number is: \_\_\_\_\_.

**2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of \_\_\_\_\_ (exempt entity)**

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

*Sharon Mulder*  
Authorized Signature

Assistant Purchasing Agent  
Title

9/24/18  
Date

Sharon Mulder  
Authorized Signature Name (please print)

**Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records. Sellers cannot accept incomplete certificates.**

The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form.  
revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

## Instructions

**Who May Issue a Resale Certificate.** Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

**Who May Issue an Exempt Sale Certificate.** Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

**Contractors.** Contractors complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

**When and Where to Issue.** The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

**Sales Tax Number.** A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

**Fully Completed Resale or Exempt Sale Certificate.** A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

**Penalties.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

**Important Note:** Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They **CANNOT** issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Form 4](#).

Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.