

Fort Bend County Specification Download Acknowledgment



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**Invitation for Bid
Term Contract for Toner and Ink Cartridges
BID 14-011**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645,

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

CVR Computer Supplies
Legal Name of Contracting Company

Steve Yuhas
Contact Person

101-B Haddonfield-Berlin Rd Cherry Hill NJ
Complete Mailing Address

856-857-0355
Telephone Number

856-857-0357
Facsimile Number

syuhas@aol.com
Email Address

[Signature]
Signature

8-7-13
Date

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Toner and Ink Cartridges
for Fort Bend County
BID 14-011**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, August 15, 2013
1:30 PM (Central)

MARK ENVELOPE:

BID 14-011
Cartridges

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.**

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

CVR COMPUTER SUPPLIES
101B HADDONFIELD BERLIN RD
CHERRY HILL NJ 08034
PHONE: 856.857.0355

Vendor Information

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

856-857-0355
Telephone Number

856-857-0357
Facsimile Number

CVR COMPUTER SUPPLIES
101B HADDONFIELD BERLIN RD
CHERRY HILL NJ 08034
PHONE: 856.857.0355

Complete Mailing Address (for Correspondence)

City, State and Zip Code

1621 Dahill Rd

Complete Remittance Address (if different from above)

Brooklyn NY 11218

City, State and Zip Code

Steve Yunas VP Sales

Authorized Representative and Title (printed)

syunasa@aol.com


Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

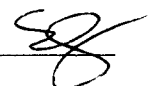
1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.


Initials of Bidder: 

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: _____



- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.


Initials of Bidder: 

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

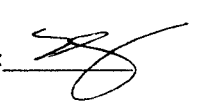
Initials of Bidder: _____



- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: 

- 1.30 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 **Interlocal Participation:** Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

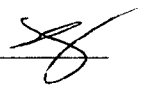
Initials of Bidder: 

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: _____



2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

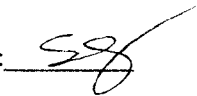
2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

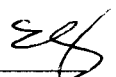
2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: 

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: _____



- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide toner and ink cartridges as specified herein.

Initials of Bidder: _____



4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2013 through 30 September 2014**, renewable annually for four (4) years (through 30 September 2018) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

5.0 BID FORM COMPLETION:

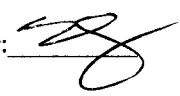
Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change

6.0 REQUIREMENTS:

- 6.1 All toner and ink cartridge are to be original equipment manufacturer (OEM) products. Vendors may not provide compatible or refilled cartridges or out dated cartridges.
- 6.2 Cartridges must be packaged in the original manufacturer packaging. (i.e. Part numbers listed on this bid are by a specific manufacturer and must be packaged in that manufacturer's packaging.)
- 6.3 Delivery is to be provided at no charge, within five (5) days, inside, to County offices throughout Fort Bend County.
- 6.4 All deliveries must be made and completed between the hours of 9:00 AM and 4:00 PM. Deliveries made after 4:00 PM may not be accepted.
- 6.5 Vendor must bid on all items in section for bid to be considered.
- 6.6 Fort Bend County expends approximately \$150,000 annually on toner and ink cartridges.
- 6.7 No minimum orders, by quantity or dollar amount.
- 6.8 All prices are F.O.B. Fort Bend County.

7.0 VENDOR SELECTION:

This contract will be awarded to the overall lowest and best bidder, per section, meeting specifications.

Initials of Bidder: 

8.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us).

9.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 9.1 Vendor Form
- 9.2 W9 Form
- 9.3 Tax Form/Debt/Residence Certification

10.0 SPECIFICATIONS:

BRTDR250	DRUM, DR250	
DR350	DRUM, DR-350,BLK	
DR400	DRUM, MFC8300, DR400	
LC61CS	INK,LC61, CYAN	
LC61MS	INK, LC61, MAGENTA	
LC61YS	INK, LC61, YELLOW	
LC65HYBKS	INK, LC65, HIGH YIELD, BK	
TN210BK	TONER, TN210, BLACK	
TN210C	TONER, TN210C, CYAN	
TN210M	TONER, TN210M, MAGENTA	
TN210Y	TONER, TN210Y, YELLOW	
TN250	TONER, TN250	
TN350	TONER, LASER, TN350BLK	
TN350-2PK	TONER, 2/PK, BLACK	
TN450	TONER, TN450, HY, BLACK	
TN460	TONER, MFC8300, TN460, HI YIELD	
OD350D	DRUM, OD, DR-350,BLACK	
TOTAL SECTION 1		

0615B009	PG-40/CLI-41 INK/PAPER COMBO	
0628B009	CARTRIDGE, PGI-5BK, 2PK, BK	
1509B002	INK, PGI-35, BLACK	
1511B002	INK, CLI-36,CLR	
1557A002BA	TONER, FX3,FAX	
2945B004	INK, PGI-220, 3PK, BLACK	
2946B001	INK, CLI-221, BLACK	
2947B001	INK, CLI-221, CYAN	
2948B001	INK, CLI-221, MAGENTA	
2949B001	INK, CLI-221, YELLOW	
4479A003	TANK, INK, BCI-3EBK, BLACK	
4530B007	INK, PGI-225, TWIN PACK, BLACK	
4546B001	INK, CLI-226, BLACK	
4547B001	INK, CLI-226, CYAN	
4548B001	INK, CLI-226, MAGENTA	
4549B001	INK, CLI-226, YELLOW	
7621A001AA	TONER,FX-7, BLACK	
	TOTAL SECTION 2	

5M1VR	TONER, 1250/135X, HY, YELLOW	
769T5	TONER, 215X, HY, CYAN	
8WNV5	TONER, 215X, HY, MAGENTA	
DV16F	TONER, 1250/135X, HY, BLACK	
FM064	TONER, 2130CN/35CN, HY, BLK	
G7D0Y	TONER, G7D0Y, HY, U&R, BLACK	
H516C	TONER, 3130CN, HY, 9K, BK	
J9833	Toner, 1110/1100, 2k, BK	
K4971	TONER, 3100CN/3000CN, 4K, BK	
M6599	DRUM, M6599, 35K	
M797K	TONER, 2223D, BK	
N51XP	TONER, 215X, HY, BLACK	
N848N	TONER, N848N, HY, BLACK	
NF556	TONER, 3110/3115CN, YELLOW	
NPDYG	TONER, 215X, HY, YELLOW	
P623N	DRUM, P623N, 50K, BLACK	
PDVTW	TONER, 1250/135X, HY, CYAN	
PF029	TONER, 3110/3115CN, 8K, Cyan	
PF030	TONER, 3110CN/3115CN, 8K, BK	
PK496	DRUM, IMAGING, PK496, 30K	
RF013	TONER, 3110/3115CN, MAGENTA	
T229N	DRUM, T229N, 50K, MAGENTA	
U163N	DRUM, 163 N, 50K, CYAN	
X951N	DRUM, X951N, 50K, YELLOW	
Dell DT615	TONER, 1320, BLACK	
Dell FM064	TONER, 2130, BLACK	
Dell FM065	TONER, 2130, CYAN	
Dell FM066	TONER, 2130, YELLOW	
Dell FM067	TONER, 2130, MAGNTA	
Dell GD898	TONER, 5110, BLACK	
Dell GD900	TONER, 5110, CYAN	
Dell JD750	TONER, 5110, YELLOW	
Dell KD557	TONER, 5110, MAGNTA	
Dell KU051	TONER, 1320, CYAN	
Dell NF556	TONER, 3115, YELLOW	
Dell PN124	TONER, 1320, YELLOW	
Dell WM138	TONER, 1320, MAGNTA	
	TOTAL SECTION 3	

Initials of Bidder: 28

T033120	INK, 960, BLACK	
T069120-D2	INK, DUAL PACK, BLACK	
T069120-S	INK, 69, BLACK	
T069220-S	INK, 69, CYAN	
T069320-S	INK, 69, MAGENTA	
T069420-S	INK, 69, YELLOW	
T078120	INK, BK	
T078120-S	INK, 78, BLACK	
T078220-S	INK, 78, CYAN	
T078320-S	INK, 78, MAGENTA	
T078420-S	INK, 78, YELLOW	
T078520-S	INK, 78, LT CYAN	
T078620-S	INK, 78, LT MAG	
T098120-S	INK, T098, HIGH CAP, BLACK	
T098920-S	INK, HICAP, 5PK, MULTICOLOR	
	TOTAL SECTION 4	

51645A#140	INK, BLK	37-
92298A	TONER, CRG, LJ, 98A	30-
B3B30FN#140	INK, 920, PHOTO PK, CYN/MGNTA/YLW	22-
B3B30FN#140	INK, 920, 3PK, TRICOLOR	22-
B3B32FN#140	INK, 933, PHOTO PK, CYN/MGNTA/YLW	36-
B3B33FN#140	INK, 564, 3/PK, COMBO	60-
B3B33FN#140	INK, 564, PHOTO PK, CYN/MGNTA/YLW	60-
C1823D	INK, CLR	20-
C233R	TONER, 3330DN, U/R, HY, 14K, BLK	60-
C2P51FN#140	INK, 564, TWIN PK, HP, BLK	80-
C3903A	TONER, CRG, F/5P, 5MP, 03A	40-
C3906A	TONER, CRG, LJ 5L, 06A	48-
C4092A	TONER, 1100SE/1100ASE, 92A	80-
C4096A	TONER, LJ 2100 SERIES, 96A	117-
C4127X	TONER, ULTRA PRECISE, 27X	129-
C4129X	TONER, LJ5000	100-
C4810A	PRINthead, #11, BLACK	38-
C4811A	PRINthead, #11, CYAN	38

Initials of Bidder: 

2013


Fort Bend County Bid 14-011

C4812A	PRINthead, #11, MAGENTA	38 -
C4836A	CARTRIDGE, #11, CYAN	38 -
C4836AN	PRINthead, #11, YELLOW	38 -
C4837A	CARTRIDGE, #11, MAGENTA	36 -
C4838A	CARTRIDGE, #11, YELLOW	39 -
C4842A	HP10 YELLOW INK	20 -
C4843A	HP10 MAGENTA INK	20 -
C4844A	CARTRIDGE, INK, BLK	40 - 40 -
C4900A	INK, HP 940, 2/PK, BLK AND YLW	40 -
C4901A	INK, HP 940, DUAL, MGNTA/CYAN	40 -
C4902AN#140	INK, HP 940, BLACK	28 -
C4903AN#140	INK, HP 940, CYAN	28 -
C4904AN#140	INK, HP 940, MAGENTA	32 -
C4905AN#140	INK, HP 940, YELLOW	33 -
C4906AN#140	INK, HP 940XL, BLACK	33 -
C4907AN#140	INK, HP 940XL, CYAN	40 -
C4908AN#140	INK, HP 940XL, MAGENTA	34 -
C4909AN#140	INK, HP 940XL, YELLOW	37 -
C4920A	PRINthead, #14, BLACK	26 -
C4921A,	CARTRIDGE, PRINthead, #14, CYAN	34 -
C4922A	CARTRIDGE, PRINthead, #14, MGNTA	36 -
C4923A,	CARTRIDGE, PRINthead, #14, YELLOW	36 -
C5010D	CARTRIDGE, INK, HP, #14, TRI-COLOR	26 -
C6578DN#140	CARTRIDGE, INKJET, HP #78, TRICLR	38 -
C6614D	CARTRIDGE, INK, #20, 610C	29 -
C6615DN#140	CARTRIDGE, INK, #15, 810C/812C	36 -
C6650FN	INK, HP 45A, TWIN PACK, BLACK	59 -
C6656AN#140	CARTRIDGE, INK, HP #56, BLACK	21 -
C6657AN#140	CARTRIDGE, INK, HP#57, TRI-COLOR	34 -
C7115A	CARTRIDGE, PRINT, C7115A	40 -
C8061X	CARTRIDGE, PRINT SMRT	49 -
C8543X	CARTRIDGE, PRNT, LSRJT	280 -
C8550A	CARTRIDGE, BLACK	120 -
C8551A	CARTRIDGE, HP, CYAN	200 -
C8552A	CARTRIDGE, HP, YELLOW	200 -
C8721WN#140	CARTRIDGE, HP02, BLK INK	30 -
C8765WN#140	INK CARTRIDGE, BLACK, 94	26 -
C8766WN#140	INK CARTRIDGE, TRICOLOR, 95	29 -
C8767WN#140	INK CARTRIDGE, 96, BLACK	36 -
C8771WN#140	CARTRIDGE, HP02, CYAN	14 -

Initials of Bidder: CS

2407

C8772WN#140	CRTG, HP02, MAGENTA	14-
C8773WN#140	CARTRIDGE, HP02, YELLOW	14-
C8788FN#140	INK, HP45A/78D, COMBO, BLK, COLOR	50-
C8789FN#140	INK, HP 15/78, COMBO, BLK/COLOR	52-
C9337FN#140	INK, HP 14D, COMBO, BLACK/COLOR	50-
C9348FN#140	INK, HP 96, TWIN PACK, BLACK	60-
C9349FN#140	INK, HP 97, TWIN PACK, TRI-COLOR	64-
C9350FN#140	INK, HP 94, TWIN PACK, 2PK, BLK	30-
C9352AN#140	CARTRIDGE, INKJET, HP22, TRICOLOR	39-
C9353FN#140	INK, HP 96/97, COMBO, BLACK/COLOR	60-
C9354FN#140	INK, HP 94/95, COMBO, 2PK, BLK/CLR	29-
C9363WN#140	INK CARTRIDGE, TRICOLOR, 97	29-
C9364WN#140	CARTRIDGE, INKJET, BLACK	26-
C9369WN#140	INK CARTRIDGE, FOTO	20-
C9385AN#140	CARTRIDGE, INK, HP88, BLACK	24-
C9388AN#140	CARTRIDGE, INK, HP 88, YELLOW	16-
C9391AN#140	CARTRIDGE, INKJET, HP 88 XL, CYAN	24-
C9392AN#140	CARTRIDGE, INK, HP88 XL, MAGENTA	24-
C9393AN#140	CARTRIDGE, INKJET, HP88 XL, YLW	29-
C9396AN#140	CARTRIDGE, INKJET, HP 88 XL, BLK	48-
C9513FN#140	INK, HP 92/93, COMBO, BLACK/COLOR	59-
C9514FN#140	INK, HP 98, TWIN PACK, BLACK	40-
C9701A	CARTRIDGE, LASERJET, 2500, CYAN	40-
C9703A	CARTRIDGE, LASERJT, 2500, MAGENTA	40-
C9720A	CARTRIDGE, LASERJET 4600, BLACK	100-
C9721A	CARTRIDGE, LASERJET 4600, CYAN	140-
C9722A	CARTRIDGE, LASERJET 4600, YELLOW	145
C9723A	CARTRIDGE, LSRJET 4600, MAGENTA	140-
C9730A	CARTRIDGE, LASER JET, BLACK	180-
C9731A	CARTRIDGE, LASER JET, CYAN	190-
C9732A	CARTRIDGE, LASER JET, YELLOW	260-
C9733A	CARTRIDGE, LASER JET, MAGENTA	260-
CB304AN#140	CARTRODGE, INK, TRI-COLOR	26-
CB316WN#140	INK, HP 564, BLACK	18-
CB317WN#140	INK, PHOTO, HP 564, BLACK	12-
CB318WN#140	INK, HP 564, CYAN	12-
CB319WN#140	INK, HP 564, MAGENTA	12-
CB320WN#140	INK, HP 564, YELLOW	12-
CB322WN#140	INK, PHOTO, HP 564XL, BLACK	12-
CB323WN#140	INK, HP 564XL, CYAN	12-

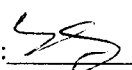
Initials of Bidder: 

2714

Fort Bend County Bid 14-011

CB324WN#140	INK, HP 564XL, MAGENTA	20-
CB325WN	INK, HP 564XL, YELLOW	20-
CB334AN#140	INK, #54, HIGH YIELD, BLACK	20-
CB335WN#140	INK, HP 74, BLACK	14-
CB336WN#140	INK, HP 74XL, HIGH YIELD, BLACK	22-
CB337WN#140	INK, HP 75, TRI-COLOR	20-
CB338WN#140	INK, HP 75XL, HIGH YIELD, COLOR	26-
CB435A	TONER, BLACK	70-
CB436A	TONER, BLACK	69-
CB436D	TONER, DUAL PACK, BLK	136-
CC364A	TONER, BLACK	149-
CC364X	TONER, BLACK	200-
CC530A	TONER, LJ, BLACK	70-
CC530AD	TONER, CLJ, 2PK, BLACK	160-
CC531A	TONER, LJ, CYAN	70-
CC532A	TONER, LJ, YELLOW	70-
CC533A	TONER, LJ, MAGENTA	70-
CC635A	INK, HP 701, BLACK	36-
CC640WN#140	INK, BLACK	14-
CC641WN#140	INK, BLACK	36-
CC643WN#140	INK, TRI-COLOR	40-
CC644WN#140	INK, TRI-COLOR	40-
CC653AN#140	INK, BLACK	40-
CC654AN#140	INK, BLACK	29-
CC656AN#140	INK, Tri-Color	26-
CD886FN#140	INK, 2/PK, COLOR	(SD) 20 -40
CD942FN#140	INK, 3PK, BLK/COLOR	50-
CD943FN#140	INK, HP 94/94/95, 3PK, BLK/COLOR	60-
CD947FN#140	INK, HP 60, COMBO, BLACK/COLOR	30-
CD971AN#140	INK, HP 920, BLACK	19-
CD972AN#140	INK, HP 920XL, CYAN	14-
CD973AN#140	INK, HP 920XL, MAGENTA	14-
CD974AN#140	INK, HP 920XL, YELLOW	14-
CD975AN#140	INK, HP 920XL, BLACK	36-
CE250X	TONER, BLACK	120-
CE255A	TONER, LJ, BLACK	100-
CE260A	TONER, BLACK	111-
CE261A	TONER, CYAN	200-
CE262A	TONER, YELLOW	220-
CE263A	TONER, MAGENTA	219-

Initials of Bidder:

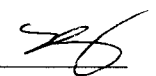


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Fort Bend County Bid 14-011

CE270A	TONER, LJ, BLACK	160-
CE271A	TONER, LJ, CYAN	200-
CE272A	TONER, LJ, YELLOW	200-
CE273A	TONER, LJ, MAGENTA	200-
CE278A	TONER, LJ, BLACK	60-
CE278D	TONER, HP 78A, DUAL PACK, BLACK	136-
CE285A	TONER, LJ, BLACK	52-
CE390A	TONER, HP 90A, BLACK	140-
CE390X	TONER, LASERJET, HP90X, BLACK	240-
CE390XD	TONER, HP 90X, DUAL PACK, LJ, BLK	360-
CE400A	TONER, HP 507A BLACK LJ	120-
CE401A	TONER, HP 507A CYAN	150-
CE402A	TONER, HP 507A YELLOW	150-
CE403A	TONER, HP 507A MAGENTA	150-
CE410A	TONER, HP 305A, LASERJET, BLACK	60-
CE410X	TONER, HP 305X, LASERJET, BLACK	80-
CE411A	TONER, HP 305A, LASERJET, CYAN	88-
CE412A	TONER, HP 305A, LASERJET, YELLOW	88-
CE413A	TONER, HP 305A, LASERJET, MAGENTA	88-
CE505A	TONER, BLACK	89-
CE505D	TONER, LASER, 2PK, BLK	162-
CE505X	TONER, HIGH YIELD, BLK	129-
CF280A	TONER, HP 80A, BLACK	84-
CG845AN#140	HP 60 SERIES PHOTO VALUE PACK	36-
CH563WN#140	INK, HP 61XL, BLACK	26-
CH564WN#140	INK, HP 61XL, TRI-COLOR	29-
CH634AN#140	INK, HP 920, CYAN	20-
CH635AN#140	INK, HP 920, MAGENTA	20-
CH636AN#140	INK, HP 920, YELLOW	20-
CN045AN#140	INK, HP,950, XL, BLACK	36-
CN046AN#140	INK, HP,951, XL, CYAN	26-
CN047AN#140	INK, HP,951, XL, MAGENTA	24-
CN048AN#140	INK, HP,951, XL, YELLOW	24-
CN049AN#140	INK, HP,950, BLACK	22-
CN050AN#140	INK, HP,951S, CYAN	17-
CN051AN#140	INK, HP,951, MAGENTA	17-
CN052AN#140	INK, HP,951, YELLOW	17-
CN053AN#140	INK, HP 932XL, OFFICEJET, BLACK	28-
CN054AN#140	INK, OFFICEJET,HP 933XL, CYAN	34-
CN055AN#140	INK, OFFICEJET,HP 933XL, MAGENTA	34-

Initials of Bidder:



CN056AN#140	INK, HP 933XL, OFFICEJET, YELLOW	20-
CN057AN#140	INK, HP 932, OFFICEJET, BLK	26-
CN058AN#140	INK, OFFICEJET, HP 933, CYAN	10-
CN059AN#140	INK, HP 933, OFFICEJET, MAGENTA	10-
CN060AN#140	INK, HP 933, OFFICEJET, YELLOW	10-
CN065FN#140	INK, HP 940, 3PK, TRICOLOR	30-
CN069FN#140	INK, HP 901, 2/PK, COMBO	40-
CN684WN#140	INK, HP 564XL, BLACK	26-
CR314FN#140	INK, HP,951,COMBO, ALL COLORS	60-
CZ071FN#140	INK, HP 60, TWIN CARTRIDGE, BLACK	46-
CZ141FN#140	INK, HP 564, CMY, BLKXL, COMBO	60-
CZ143FN#140	INK, HP 940, CMY, BLKXL, COMBO	40-
HEWC3909A	TONER, MCRFN, HP, 5SISIMX, BK	80-
HEWC3909A	TONER, 8100 SERIES, HP	80-
HEWC4911A	CARTRIDGE, INK, HP #82, CYAN	35-
HEWC4912A	INK, #82, MAGENTA	35-
HEWC4913A	INK, #82 YELLOW	35-
HEWC4933A	CRTDG, DYE, NO.81, DNJT5000, YW	20-
HEWC4951A	PRINTHEAD, #81 CYN DYE	20-
HEWC6602A	CARTRIDGE, INKJET, BLACK	14-
HEWC8091A	CARTRIDGE, LJ9000, STAPLE	14-
HEWC8554A	KIT, LJ9500 IMAGE CLEANING	30-
HEWC8555A	KIT, LJ9500 IMAGE TRANSFER	100-
HEWC8556A	KIT, LJ9500 IMAGE FUSER	60-
HEWC8560A	DRUM, LJ 9500, BK	40-
HEWC8561A	DRUM, LJ 9500, CYN	200-
HEWC8562A	DRUM, LJ 9500, YE	200-
HEWC8563A	DRUM, LJ 9500, MA	200-
HEWC9370A	CRTDG, DNJ, HP 72, 130ML, PB	50-
HEWC9371A	CRTDG, DNJ, HP 72, 130ML, CY	50-
HEWC9372A	CRTDG, DNJ, HP 72, 130ML, MA	50-
HEWC9373A	CRTDG, DNJ, HP 72, 130ML, YW	50-
HEWC9374A	CRTDG, DNJ, HP 72, 130ML, GY	50-
HEWC9381A	PRINT HEAD, HP 88, BLACK/YELLOW	60-
HEWC9382A	PRINTHEAD, HP 88, MAG/CYN	60-
HEWC9403A	CRTDG, DNJ, HP 72, 130ML, MTT B	60-
HEWC9725A	KIT, FUSER, FOR HPLJ4600, 110VOLT	80-
HEWCE265A	TONER, COLLECTION	30-
HEWQ2682A	CARTRIDGE, CLJ3700, YELLOW	40-
HEWQ2683A	CARTRIDGE, CLJ3700, MAGENTA	40-

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Fort Bend County Bid 14-011

HEWQ3964A	DRUM, IMAGING, LJ2550	60-	
HP Q3675A	TRANSFER KIT, REPLACE HP 4600	70-	
Q1338A	CARTRIDGE, HP LASERJET 4200	90-	
Q1339A	CARTRIDGE, HP LASERJET 4300	120-	
Q2610A	TONER, 10A, SMART PRINT	111-	
Q2612A	CARTRIDGE, LASER,	72-	
Q2670A	TONER, F/CLJ3500, BLK	40-	84
Q5942A	CARTRIDGE, LJ, 4250/4350	130-	
Q5942X	CARTRIDGE, LASER	240-	
Q5945A	TONER, LJ, BLACK	100-	
Q5945AC	TONER, LJ, BLACK	290- 290	84
Q5949A	TONER, BLK	60-	
Q6000A	TONER, COLOR LASERJET, 00A, BLK	30-	84
Q6001A	TONER, COLOR LASERJET, 01A, CYAN	30-	84
Q6002A	TONER, COLOR LASERJET, 02A, YEL	30-	84
Q6003A	TONER, COLOR LASERJET, PRN, MAGENTA	30-	84
Q6470A	TONER, LJ, 2/PK, BLACK	60-	84
Q6511A	TONER, BLK	139-	
Q7516A	CARTRIDGE, LSRJET, BLK	160-	
Q7551A	TONER, LASERJET, BLACK	146-	
Q7551X	TONER, LASERJET, BLACK	200-	
Q7551XD	TONER, 2PK, BLACK	400-	
Q7553A	CARTRIDGE, LJ, BLACK	80-	
Q7581A	CARTRIDGE, LSRJT, CYAN	100-	
Q7582A	CARTRIDGE, TONER, YLW	100-	
HP 88XL (C9393AN	INK, YELLOW	36-	
HP 305A / CE411A	IPW PRESERVE 545-11A-ODP	60-	
HP C9720A	TONER, LASER, 4600, BLACK	158-	84
HP C9721A	TONER, LASER, 4600, CYAN	140-	
HP C9722A	TONER, LASER, 4600, YELLOW	140-	
HP C9723A	TONER, LASER, MAGENTA, 4600	140-	
HP C9730A	TONER, COLOR, LJ, 5500/5550, BLACK	180-	
HP C9731A	TONER, LJ 5500/5500, CYAN	190-	
HP C9732A	TONER, COLOR LJ, 5500/5550, YLW	260-	
HP C9733A	TONER, 5500/5550, COLOR LJ, MAGNT	260-	
HP CE261A	TONER, CP4025/4525, CYAN	100-	
HP CE262A	TONER, CP4025/4525, YELLOW	100-	
HP CE263A	TONER, CP4025/4525, MAGENTA	100-	
HP CE505A	TONER, LJ P2035/P2055, BLACK	89-	
HP CE505X	TONER, MICR, LJ P2055 SERIES, BK	129-	

Initials of Bidder: 48

HP Q1339A	CARTRIDGE, TONER, HP LJ4300	80 -
HP Q7551A	TONER, LJ 3005/M3035/3027, BK	146 -
	TOTAL SECTION 5	19124 -

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KNM1710517002	TONER, MAGICOLOR 2300, STD YELLOW	
KNM1710517003	TONER, MAGICOLOR 2300, STD MAGENTA	
KNM1710517003	CARTRIDGE, CLJ3700, CYAN	
KNM1710517005	TONER, MAGICOLOR 2300 BLACK	
	TOTAL SECTION 6	

64015HA	TONER, HIGH YIELD	
12A7462	TONER, T630, BLK	
	TOTAL SECTION 7	

KX-FA83A	TONER, FAX, KX-FA83A	
	TOTAL SECTION 8	

RIC405533	TONER, CYAN	
RIC405534	TONER, MAGENTA	
RIC405536	TONER, HIGH YIELD, BLK	
RIC405538	TONER, MAGENTA	
RIC405539	TONER, YELLOW	
	TOTAL SECTION 9	

Initials of Bidder: SB

AL110TD	TONER, AL110TD	
	TOTAL SECTION 10	

Initials of Bidder: sf

CONTRACT SHEET
Bid # 814-011

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 24th day of September, 2013, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting hereinby County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and _____
(hereinafter designated Contractor).


CVR COMPUTER SUPPLIES
101B HADDONFIELD BERLIN RD
CHERRY HILL NJ 08034
PHONE: 856.857.0355

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Toner and Ink Cartridges** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 1st day of October, 2013.

By:  Fort Bend County, Texas
County Judge

By:  Signature of Contractor

By: Steve Yuhes VP Sales
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization		
Legal Company Name	CUR Computer supplies Year Business was Established <u>97</u>		
Remittance Address	<u>621 Dahill Rd</u>		
City/State/Zip	<u>BROOKLYN NY 11218</u>		
Physical Address	<u>101-B Haddonfield Rd</u>		
City/State/Zip	<u>Cherry Hill NJ 08034</u>		
County	<input type="checkbox"/> Fort Bend County Other: <u>Camden</u>		
Phone/Fax Number	Phone: <u>856-857-0355</u> Fax: <u>856-857-0357</u>		
Contact Person	<u>Steve Yuhas</u>		
E-mail	<u>syuhas@DAI.com</u>		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise		Certification # _____
	<input type="checkbox"/> SBE-Small Business Enterprise		Certification # _____
	<input type="checkbox"/> HUB-Texas Historically Underutilized Business		Certification # _____
	<input type="checkbox"/> WBE-Women's Business Enterprise		Certification # _____
	<input type="checkbox"/> MBE-Minority Business Enterprise		Certification # _____
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input checked="" type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> > \$22,400,000		
NAICS codes (Please enter all that apply).	<u>Toner & ink</u>		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above CUR Computer Supplies	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 621 Dahill Rd	Requester's name and address (optional)
	City, state, and ZIP code BROOKLYN NY 11218	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8-12-13
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

CVR COMPUTER SUPPLIES
101B HADDONFIELD BERLIN RD
CHERRY HILL NJ 08034
PHONE: 856.857.0355

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes ☐ No ☒

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☐ No ☐ If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code

§2252.001. [Company Name]
CVR COMPUTER SUPPLIES
101B HADDONFIELD BERLIN RD

I certify that _____ is a Nonresident Bidder as defined in Government Code

§2252.001 and our principal place of business is _____

[Company Name]
CVR COMPUTER SUPPLIES
101B HADDONFIELD BERLIN RD
CHERRY HILL NJ 08034
PHONE: 856.857.0355

[City and State]