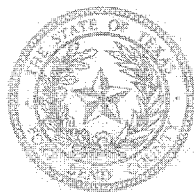


22F

### Fort Bend County Specification Download Acknowledgment



### Invitation for Bid Term Contract for Purchase of Toner and Ink Cartridges BID 16-017

**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.

## Enhanced Laser Products

Legal Name of Contracting Company

**Curtis Morris**

Contact Person

**PO BOX #19473, Houston, TX 77224**

Complete Mailing Address

**(713) 956-9481**

**(713) 956-0200**

Telephone Number

Facsimile Number

**cmorris@enhancedlaser.com**

Email Address

A handwritten signature in cursive script that reads "Curtis Morris".

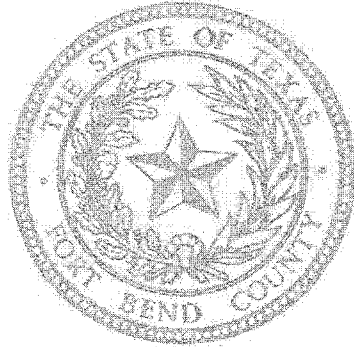
**8/11/15**

Signature

Date

✓

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



**Invitation for Bid  
Term Contract for Purchase of Toner and Ink Cartridges  
BID 16-017**

**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 13, 2015  
1:30 PM (Central)

**LABEL ENVELOPE:**

BID 16-017  
TONER & INK

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL 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 awards.

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:

Cheryl Krejci, CPPB  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)

Prepared: 07/17/15  
Issued: 07/29/15

**Vendor Information**

**Enhanced Laser Products**

Legal Name of Contracting Company

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

**(713) 956-9481**

Telephone Number

**(713) 956-0200**

Facsimile Number

**PO BOX #19473**

Complete Mailing Address (for Correspondence)

**Houston, TX 77224**

City, State and Zip Code

Complete Remittance Address (if different from above)

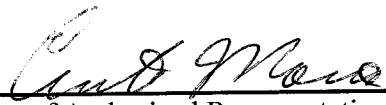
City, State and Zip Code

**Curtis Morris, President**

Authorized Representative and Title (printed)

**cmorris@enhancedlaser.com**

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder: EM

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire bid 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. 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. All response, typed or written, information must be clear and legible.
- 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 Documents: 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: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any vendor orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, County Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [cheryl.krejci@fortbendcountytx.gov](mailto:cheryl.krejci@fortbendcountytx.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign

Initials of Bidder: pm

and include it in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, August 6, 2015 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 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: P.M.

- 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.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the

Initials of Bidder: E.M.

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.
- 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

Initials of Bidder: P.M.

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.
- 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

Initials of Bidder:   C.M.

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 may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 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

Initials of Bidder: P.M.

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.
- 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.

Initials of Bidder: e.m.

- 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.
- 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

Initials of Bidder: e.m.

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

Initials of Bidder: e.m.

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.
- 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 effective 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.

Initials of Bidder: EM

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.

### 4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2015 through 30 September 2016**, renewable annually for four (4) years (through 30 September 2020) 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 the intent to terminate.

### 5.0 BID DOCUMENT COMPLETION:

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid document. An authorized representative of the bidder MUST sign the contract sheet.** The bid must be in a sealed envelope and marked with the appropriate bid number. 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. All response, typed or written, information must be clear and legible.

### 6.0 REQUIREMENTS:

6.1 All toner and ink cartridges are to be original equipment manufacturer (OEM) products. Vendors may not provide compatible or refilled cartridges.

6.2 **Vendor must provide a certificate or letter from manufacturer indicating authorization to be a reseller. Failure to provide documentation will result in disqualification.**

Initials of Bidder: em

- 6.3 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).
- 6.4 Cartridges must not be past manufacturer warranty period as stamped on each package.
- 6.5 Delivery is to be provided at no charge, within five (5) days, inside, to County offices throughout Fort Bend County.
- 6.6 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.
- 6.7 Substitutions are not permitted.
- 6.8 Vendor must bid on all items within a section for bid to be considered.
- 6.9 Fort Bend County expends approximately \$200,000 annually on toner and ink cartridges annually.
- 6.10 No minimum orders, by quantity or dollar amount.
- 6.11 All prices are F.O.B. Fort Bend County.

**7.0 AWARD:**

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

**8.0 SPECIFICATIONS AND PRICING:**

Vendors are to input their pricing on the following pages 15 through 26.

Initials of Bidder: EM

Item	Description	Price per Cartridge
<b>Section 1: Brother</b>		
BRTDR250	Drum, DR250	NO BID
DR350	Drum, DR-350, BLK	NO BID
DR400	Drum, MFC8300, DR400	NO BID
LC61CS	Ink, LC61, Cyan	NO BID
LC61MS	Ink.LC61, Magenta	NO BID
LC61YS	Ink, LC61, Yellow	NO BID
LC65HYBKS	Ink, LC65, High Yield, BK	NO BID
TN210BK	Toner, TN210, Black	NO BID
TN210C	Toner, TN210C, Cyan	NO BID
TN210M	Toner, TN210M, Magenta	NO BID
TN210Y	Toner, TN210Y, Yellow	NO BID
TN250	Toner, TN250	NO BID
TN350	Toner, Laser, TN350BLK	NO BID
TN350-2PK	Toner, 2/PK, Black	NO BID
TN450	Toner, TN450, High Yield, Black	NO BID
TN460	Toner, MFC8300, TN460, High Yield	NO BID
OD350D	Drum, OD, DR-350, Black	NO BID
<b>TOTAL SECTION 1</b>		NO BID
<b>Section 2: Canon</b>		
0615B009	PG-40/CLI-41 Ink/Paper Combo	NO BID
0628B009	PGI-5BK, 2 PK, Black	NO BID
1509B002	PGI-35, Black	NO BID
1511B002	CLI-36, CLR	NO BID
1557A002BA	FX3, Fax	NO BID
2945B004	PGI-220, 3 PK, Black	NO BID
2946B001	CLI-221, Black	NO BID
2947B001	CLI-221, Cyan	NO BID
2948B001	CLI-221, Magenta	NO BID
2949B001	CLI-221, Yellow	NO BID
4479A003	Tank, Ink, BCI-3EBK, Black	NO BID
4530B007	PGI-225, Twin Pack, Black	NO BID
4546B001	CLI-226, Black	NO BID
4547B001	CLI-226, Cyan	NO BID
4548B001	CLI-226, Magenta	NO BID
4549B001	CLI-226, Yellow	NO BID
7621A001AA	Toner, FX-7, Black	NO BID
499-602	MP600, (PGI-5BK) 2-Pk	NO BID

Initials of Bidder: *PM*

Item	Description	Price per Cartridge
<b>Section 2: Canon (cont'd)</b>		
963-808	MP500, black (CLI-8BK)	NO BID
963-848	MP500, cyan (CANCLI-8C)	NO BID
963-960	MP500, magenta (CANCLI-8M)	NO BID
964-208	MP500, yellow (CANCLI-8Y)	NO BID
964-272	MARK II, CLI-8PC cyan	NO BID
791-792	MARK II, CLI-8PM magenta	NO BID
572-985	MARK II, CLI-8R red ink tank	NO BID
647-285	MARK II, CLI-8G green ink tank	NO BID
687-156	MG5220/MG5320 CLI-226 grey	NO BID
891-103	MG3520, black (PG-240XL)	NO BID
804-397	MG3520, color (CL-241XL)	NO BID
686-526	MX 882 pigment black PGI-225	NO BID
906-352	MG5420, PGI-250XL black	NO BID
754-819	MG5420 CLI-251 black/cyan/magenta/yellow	NO BID
906-307	MG5420, CLI-251 grey	NO BID
851-008	IP90, tricolor (BCI-16) 2 pack	NO BID
582-589	IP90, black (BCI-15) 2 pack	NO BID
<b>TOTAL SECTION 2</b>		NO BID
<b>Section 3: Dell</b>		
5M1VR	Toner, 1250/135X, HY, Yellow	NO BID
769T5	Toner, 215X, HY, Cyan	NO BID
8WNV5	Toner, 215X, HY, Magenta	NO BID
DV16F	Toner, 1250/135X, HY, Black	NO BID
FM064	Toner, 2130CN/35CN, HY, Black	NO BID
G7D0Y	Toner, G7D0Y, HY, U & R, Black	NO BID
H516C	Toner, 3130CN, HY, 9K, Black	NO BID
J9833	Toner, 1110/1100, 2k, Black	NO BID
K4971	Toner, 3100CN/3000CN, 4K, Black	NO BID
M6599	Drum, M6599, 35K	NO BID
M797K	Toner, 2223D, Black	NO BID
N51XP	Toner, 215X, HY, Black	NO BID
N848N	Toner, N848N, HY, Black	NO BID
NF556	Toner, 3110/3115CN, Yellow	NO BID
NPDXG	Toner, 215X, HY, Yellow	NO BID
P623N	Drum, P623N, 50K, Black	NO BID
PDVTW	Toner, 1250/135X, HY, Cyan	NO BID
PF029	Toner, 3110/3115CN, 8K, Cyan	NO BID
PF030	Toner, 3110CN/3115CN, 8K, Black	NO BID
PK496	Drum, Imaging, PK496, 30K	NO BID

Initials of Bidder: *o/m*

Item	Description	Price per Cartridge
<b>Section 3: Dell (cont'd)</b>		
RF013	Toner, 3110/3115CN, Magenta	NO BID
T229N	Drum, T229N, 50K, Magenta	NO BID
U163N	Drum, 163N, 50K, Cyan	NO BID
X951N	Drum, X951N, 50K, Yellow	NO BID
DT615	Toner, 1320, Black	NO BID
FM064	Toner, 2130, Black	NO BID
FM065	Toner, 2130, Cyan	NO BID
FM066	Toner, 2130, Yellow	NO BID
FM067	Toner, 2130, Magenta	NO BID
GD898	Toner, 5110, Black	NO BID
GD900	Toner, 5110, Cyan	NO BID
JD750	Toner, 5110, Yellow	NO BID
KD557	Toner, 5110, Magenta	NO BID
KU051	Toner, 1320, Cyan	NO BID
NF556	Toner, 3115, Yellow	NO BID
PN124	Toner, 1320, Yellow	NO BID
WM138	Toner, 1320, Magenta	NO BID
331-0778	1355CNW, 2,000 page, black	NO BID
331-0780	1355CNW, 1,400 page, magenta	NO BID
331-0777	1355CNW, 1,400 page, cyan	NO BID
331-0779	1355CNW, 1,400 page, yellow	NO BID
332-0376	B3465dn - 20,000 page black toner	NO BID
310-5417	1600N toner, 5000 page	NO BID
310-5371	922, high yield, color, M4646, series 5	NO BID
310-8386	922, high yield, black, M4646, series 5	NO BID
310-7945	1815DN, high capacity (PF658) 5000	NO BID
330-9523	1130, 2500 page, black	NO BID
310-7159	phot 964, balck, high capacity	NO BID
310-7161	photo 964, black	NO BID
310-7162	photo 964, color	NO BID
310-7236	5310N 10,000 page toner	NO BID
310-7238	5310N 30,000 page	NO BID
331-0720	2150/2155 imaging drum	NO BID
330-0969	V305, standard capacity black (series 9)	NO BID
330-0970	V305, stand. cap. color (series 9) MK991	NO BID
330-0972	V305, high yield color (series 9)	NO BID
330-2209	2335DN, 6000 page, black	NO BID
593-BBBJ	mono, black	NO BID
330-2208	2335DN, 3000 page, black	NO BID
330-9524	1130, black	NO BID

Initials of Bidder: *pm*

Item	Description	Price per Cartridge
<b>Section 3: Dell (cont'd)</b>		
332-0373	B3465DNF, 20,000 page, black	NO BID
330-1199	3130CN, 9000 page, cyan	NO BID
330-1200	3130CN, 9000 page, magenta	NO BID
330-1204	3130CN, 9000 page, yellow	NO BID
330-8988	3335DN drum, 30,000 page, black	NO BID
330-5207	3330N 14,000 page	NO BID
330-2646	3330N imaging drum-B	NO BID
330-1394	2135CN, imaging drum cartridge	NO BID
2W5130	5130 waste container-2 pack	NO BID
330-5843	5130 magenta, 12000 page	NO BID
330-5846	5130cdn black, 18,000 page	NO BID
330-5847	5130 imaging drum cyan	NO BID
330-5849	5130 imaging drum black	NO BID
330-5850	5130 cyan, 12000 page	NO BID
330-5851	5130cdn black 9,000 page	NO BID
330-5852	5130 yellow, 12000 page	NO BID
330-5853	5130 imaging drum yellow	NO BID
330-5855	5130 imaging drum magenta	NO BID
331-9805	B2360dn black	NO BID
332-0407	C1765 black	NO BID
331-8421	C3760DN black	NO BID
332-0401	C1660W, magenta	NO BID
332-0400	C1660W, cyan	NO BID
332-0402	C1660W, yellow	NO BID
332-0399	C1660W, black	NO BID
330-8985	3335DN toner, 14000 page, black	NO BID
330-5208	3335DN imaging drum	NO BID
330-3578	1235CN toner, 1000 page, black	NO BID
330-3579	1235CN toner, 1000 page, yellow	NO BID
330-3580	1235CN toner, 1000 page, magenta	NO BID
330-3581	1235CN toner, 1000 page, cyan	NO BID
330-3582	1235CN waste container	NO BID
330-3583	1235CN drum, 20,000 page, black	NO BID
330-6968	5230n/5230dn/5350dn 21,000 page, black	NO BID
330-2045	5330cn 20,000 page, black	NO BID
310-9682	948 black	NO BID
330-2650	2330 black	NO BID
C7D6F	black, high yield, 10,000 page	NO BID
<b>TOTAL SECTION 3</b>		NO BID

Initials of Bidder: *o/m*


Item	Description	Price per Cartridge
<b>Section 4: Epson</b>		
T033120	Ink, 960, Black	NO BID
T069120-D2	Ink, Dual Pack, Black	NO BID
T069120-S	Ink, 69, Black	NO BID
T069220-S	Ink, 69, Cyan	NO BID
T069320-S	Ink, 69, Magenta	NO BID
T069420-S	Ink, 69, Yellow	NO BID
T078120	Ink, Black	NO BID
T078120-S	Ink, 78, Black	NO BID
T078220-S	Ink, 78, Cyan	NO BID
T078320-S	Ink, 78, Magenta	NO BID
T078420-S	Ink, 78, Yellow	NO BID
T078520-S	Ink, 78, Lt Cyan	NO BID
T078620-S	Ink, 78, Lt Magenta	NO BID
T098120-S	Ink, T098, High Capacity, Black	NO BID
T098920-S	Ink, High Capacity, 5PK, Multicolor	NO BID
<b>TOTAL SECTION 4</b>		NO BID
<b>Section 5: Hewlett Packard</b>		
51645A#140	Ink, Black	\$20.00
92298A	Toner, CRG, LJ, 98A	\$30.00
B3B30FN#140	Ink, 920, Photo PK, CYN/MGNTA/YLW	\$22.00
B3B30FN#140	Ink, 920, 3PK, TRICOLOR	\$22.00
B3B32FN#140	Ink, 933, Photo PK, CYN/MGNTA/YLW	\$26.00
B3B33FN#140	Ink, 564, 3/PK, Combo	\$26.00
B3B33FN#140	Ink, 564, Photo PK, CYN/MGNTA/YLW	\$26.00
C1823D	Ink, CLR	\$40.50
C2P51FN#140	Ink, 564, Twin PK, HP, BLK	\$20.00
C3903A	Toner, CRG, F/5P, 5MP, 03A	\$30.00
C3906A	No longer available	\$0.00
C4092A	Toner, 1100SE/1100ASE, 92A	\$62.00
C4096A	Toner, LJ 2100 SERIES, 96A	\$60.00
C4127X	Toner, Ultra Precise, 27X	\$55.00
C4129X	Toner, LJ5000	\$110.00
C4810A	Printhead, #11, Black	\$34.00
C4811A	Printhead, #11, Cyan	\$34.00
C4812A	Printhead, #11, Magenta	\$34.00
C4813A	Cartridge, #11, Cyan	\$34.00
C4836A	Printhead, #11, Cyan	\$33.00
C4837A	Cartridge, #11, Magenta	\$33.00
C4838A	Cartridge, #11, Yellow	\$33.00

Initials of Bidder: *e.m.*

Item	Description	Price per Cartridge
<b>Section 5: Hewlett Packard (cont'd)</b>		
C4844A	Cartridge, Ink, BLK	\$33.00
C4900A	Ink, HP 940, 2/PK, BLK AND YLW	\$47.50
C4901A	Ink, HP 940, Dual, MGNTA/CYAN	\$47.50
C4902AN#140	Ink, HP 940, Black	\$20.50
C4903AN#140	Ink HP 940, Cyan	\$15.00
C4904AN#140	Ink, HP 940, Magenta	\$15.00
C4905AN#140	Ink, HP 940, Yellow	\$15.00
C4906AN#140	Ink, HP 940XL, Black	\$31.00
C4907AN#140	Ink, HP 940XL, Cyan	\$21.00
C4908AN#140	Ink, HP 940XL, Magenta	\$21.00
C4909AN#140	Ink, HP 940XL, Yellow	\$21.00
C6578DN#140	Cartridge, Inkjet, HP #78, Tri-Color	\$33.00
C6614D	Cartridge, Ink, #20, 610C	\$32.00
C6615DN#140	Cartridge, Ink, #15, 810C/812C	\$30.00
C6650FN	Ink, HP 45A, Twin Pack, Black	\$40.00
C6656AN#140	Cartridge, Ink, HP #56, Black	\$22.00
C6657AN#140	Cartridge, Ink, HP#57, Tri-Color	\$34.50
C7115A	Cartridge, Print, C7115A	\$50.00
C8061X	Cartridge, Print SMRT	\$100.00
C8543X	Cartaridge, Print, LSRJT	\$193.00
C8550A	Cartridge, Black	\$85.00
C8551A	Cartridge, HP, Cyan	\$170.00
C8552A	Cartridge, HP, Yellow	\$170.00
C8553A	Cartridge, HP, Magenta	\$170.00
C8721WN#140	Cartridge, HP02, Black	\$18.00
C8765WN#140	Ink Cartridge, Black, 94	\$22.00
C8766WN#140	Ink Cartridge, Tri-Color, 95	\$25.00
C8767WN#140	Ink Cartridge, 96, Black	\$31.00
C8771WN#140	Cartridge, HP02, Cyan	\$10.00
C8772WN#140	Cartridge, HP02, Magenta	\$10.00
C8773WN#140	Cartridge, HP02, Yellow	\$10.00
C8789FN#140	Ink, HP 15/78, Combo, Black/Color	\$32.00
C9348FN#140	Ink, HP 96, Twin Pack, Black	\$59.00
C9349FN#140	Ink, HP 97, Twin Pack, Tri-Color	\$37.00
C9350FN#140	Ink, HP 94, Twin Pack, 2PK, Black	\$44.00
C9352AN#140	Cartridge, Inkjet, HP22, Tri-Color	\$18.00
C9353FN#140	Ink, HP 96/97, Combo, Black/Color	\$66.00
C9354FN#140	Ink, HP 94/95, Combo, 2PK, BLK/CLR	\$47.00
C9363WN#140	Ink Cartridge, Tri-Color, 97	\$34.50
C9364WN#140	Cartridge, Inkjet, Black	\$22.00
C9369WN#140	Ink, Cartridge, Foto	\$26.00
C9385AN#140	Cartridge, Ink, HP88, Black	\$19.50
C9388AN#140	Cartridge, Ink, HP 88, Yellow	\$14.50
C9391AN#140	Cartridge, Inkjet, HP 88 XL, Cyan	\$22.50

Initials of Bidder: *PM*

Item	Description	Price per Cartridge
<b>Section 5: Hewlett Packard (cont'd)</b>		
C9392AN#140	Cartridge, Ink, HP88 XL, Magenta	\$22.50
C9393AN#140	Cartridge, Inkjet, HP88 XL, Yellow	\$22.50
C9396AN#140	Cartridge, Inkjet, HP 88 XL, Black	\$39.50
C9513FN#140	Ink, HP 92/93, Combo, Black/Color	\$33.50
C9514FN#140	Ink, HP 98, Twin Pack, Black	\$42.00
C9701A	Cartridge, Lasejer, 2500, Cyan	\$31.00
C9703A	Cartridge, Laserjet, 2500, Magenta	\$31.00
C9720A	Cartridge, Laserjet 4600, Black	\$75.00
C9721A	Cartridge, Laserjet 4600, Cyan	\$90.00
C9722A	Cartridge, Laserjet 4600, Yellow	\$90.00
C9723A	Cartridge, Laserjet 4600, Magenta	\$90.00
C9730A	Cartridge, Laserjet, Black	\$200.00
C9731A	Cartridge, Laserjet, Cyan	\$220.00
C9732A	Cartridge, Laserjet, Yellow	\$220.00
C9733A	Cartridge, Laserjet, Magenta	\$220.00
CB304AN#140	Cartridge, Ink, Tri-Color	\$20.00
CB316WN#140	Ink, HP 564, Black	\$10.50
CB317WN#140	Ink, Photo, HP 564, Black	\$9.00
CB318WN#140	Ink, HP 564, Cyan	\$9.00
CB319WN#140	Ink, HP 564, Magenta	\$9.00
CB320WN#140	Ink, HP 564, Yellow	\$9.00
CB322WN#140	Ink, Photo, HP 564XL, Black	\$16.50
CB323WN#140	Ink, HP 564XL, Cyan	\$16.50
CB324WN#140	Ink, HP 564XL, Magenta	\$16.50
CB325WN	Ink, HP 564XL, Yellow	\$13.00
CB334AN#140	Ink, #54, High Yield, Black	\$5.00
CB335WN#140	Ink, HP 74, Black	\$13.00
CB336WN#140	Ink, HP 74XL, High Yield, Black	\$36.00
CB337WN#140	Ink, HP 75, Tri-Color	\$17.00
CB338WN#140	Ink, HP 75XL, High Yield, Color	\$42.50
CB435A	Toner, Black	\$53.50
CB436A	Toner, Black	\$55.00
CB436D	Toner, Dual Pack, Black	\$110.00
CC364A	Toner, Black	\$121.50
CC364X	Toner, Black	\$123.50
CC530A	Toner, LJ, Black	\$75.50
CC530AD	Toner, CLJ, 2PK, Black	\$146.00
CC531A	Toner, LJ, Cyan	\$74.00
CC532A	Toner, LJ, Yellow	\$74.00
CC533A	Toner, LJ, Magenta	\$74.00
CC635A	Ink, HP 701, Black	\$31.00
CC640WN#140	Ink, Black	\$14.00
CC641WN#140	Ink, Black	\$32.50
CC643WN#140	Ink, Tri-Color	\$17.00

Initials of Bidder: 

Item	Description	Price per Cartridge
<b>Section 5: Hewlett Packard (cont'd)</b>		
CC644WN#140	Ink, Tri-Color	\$37.00
CC653AN#140	Ink, Black	\$12.50
CC654AN#140	Ink, Black	\$31.00
CC656AN#140	Ink, Tri-Color	\$22.00
CD886FN#140	Ink, 2/PK, Color	\$15.00
CD942FN#140	Ink, 3PK, Black/Color	\$15.00
CD943FN#140	Ink, HP 94/94/95, 3PK, Black/Color	\$48.00
CD947FN#140	Ink, HP 60, Combo, Black/Color	\$29.50
CD971AN#140	Ink, HP 920, Black	\$16.50
CD972AN#140	Ink, HP 920XL, Cyan	\$13.00
CD973AN#140	Ink, HP 920XL, Magenta	\$13.00
CD974AN#140	Ink, HP 920XL, Yellow	\$13.00
CD975AN#140	Ink, HP 920XL, Black	\$28.00
CE250X	Toner, Black	\$154.00
CE255A	Toner, LJ, Black	\$103.00
CE260A	Toner, Black	\$120.00
CE261A	Toner, Cyan	\$200.00
CE262A	Toner, Yellow	\$200.00
CE263A	Toner, Magenta	\$200.00
CE270A	Toner, LJ, Black	\$190.00
CE271A	Toner, LJ, Cyan	\$305.00
CE272A	Toner, LJ, Yellow	\$305.00
CE273A	Toner, LJ, Magenta	\$305.00
CE278A	Toner, LJ, Black	\$48.00
CE278D	Toner, HP 78A, Dual Pack, Black	\$100.00
CE285A	Toner, LJ, Black	\$22.50
CE390A	Toner, HP 90A, Black	\$135.50
CE390X	Toner, Laserjet, HP90X, Black	\$226.50
CE390XD	Toner, HP 90X, Dual Pack, LJ, Black	\$407.50
CE400A	Toner, HP 507A Black LJ	\$111.00
CE401A	Toner, HP 507A Cyan	\$165.00
CE402A	Toner, HP 507A Yellow	\$165.00
CE403A	Toner, HP 507A Magenta	\$165.00
CE410A	Toner, HP 305A, Laserjet, Black	\$66.00
CE410X	Toner, HP 305X, Laserjet, Black	\$81.00
CE411A	Toner, HP 305A, Laserjet, Cyan	\$94.00
CE412A	Toner, HP 305A, Laserjet, Yellow	\$94.00
CE413A	Toner, HP 305A, Laserjet, Magenta	\$94.00
CE505A	Toner, Black	\$62.50
CE505D	Toner, Laser, 2PK, Black	\$126.00
CE505X	Toner, High Yield, Black	\$91.00
CF280A	Toner, HP 80A, Black	\$81.00
CG845AN#140	HP 60 Series Photo Value Pack	\$15.00
CH563WN#140	Ink, HP 61XL, Black	\$26.00

Initials of Bidder

Item	Description	Price per Cartridge
<b>Section 5: Hewlett Packard (cont'd)</b>		
CH564WN#140	Ink, HP 61XL, Tri-Color	\$27.00
CH634AN#140	Ink, HP 920, Cyan	\$7.50
CH635AN#140	Ink, HP 920, Magenta	\$7.50
CH636AN#140	Ink, HP 920, Yellow	\$7.50
CN045AN#140	Ink, HP,950, XL, Black	\$30.00
CN046AN#140	Ink, HP,951, XL, Cyan	\$22.00
CN047AN#140	Ink, HP,951, XL, Magenta	\$22.00
CN048AN#140	Ink, HP,951, XL, Yellow	\$22.00
CN049AN#140	Ink, HP,950, Black	\$20.50
CN050AN#140	Ink, HP,951S, Cyan	\$14.50
CN051AN#140	Ink, HP,951, Magenta	\$14.50
CN052AN#140	Ink, HP,951, Yellow	\$14.50
CN053AN#140	Ink, HP 932XL, Officejet, Black	\$25.50
CN054AN#140	Ink, Officejet,HP 933XL, Cyan	\$13.00
CN055AN#140	Ink, Officejet,HP 933XL, Magenta	\$13.00
CN056AN#140	Ink, HP 933XL, Officejet, Yellow	\$13.00
CN057AN#140	Ink, HP 932, Officejet, Black	\$16.00
CN058AN#140	Ink, Officejet, HP 933, Cyan	\$8.00
CN059AN#140	Ink, HP 933, Officejet, Magenta	\$8.00
CN060AN#140	Ink, HP 933, Officejet, Yellow	\$8.00
CN065FN#140	Ink, HP 940, 3PK, Tri-Color	\$47.00
CN069FN#140	Ink, HP 901, 2/PK, Combo	\$35.00
CN684WN#140	Ink, HP 564XL, Black	\$20.00
CR314FN#140	Ink, HP,951,Combo, all colors	\$44.50
CZ071FN#140	Ink, HP 60, Twin Cartridge, Black	\$25.50
HEWC3909A	No longer available	0.00
HEWC3909A	No longer available	0.00
HEWC4911A	Cartridge, Ink, HP #82, Cyan	\$38.50
HEWC4913A	Ink ,#82 Yellow	\$38.50
HEWC4933A	Dye, NO.81, DNJT5000, YW	\$209.00
HEWC4951A	Printhead, #81 Cyan Dye	\$152.00
HEWC6602A	Cartridge, Inkjet, Black	\$12.50
HEWC8091A	Caratrdige, LJ9000, Staple	\$32.00
HEWC8554A	Kit, LJ9500 Image Cleaning	\$50.50
HEWC8555A	Kit, LJ9500 Image Transfer	\$300.00
HEWC8556A	Kit, LJ9500 Image Fuser	\$270.00
HEWC8560A	Drum, LJ 9500, Black	\$140.00
HEWC8561A	Drum, LJ 9500, Cyan	\$150.00
HEWC8562A	Drum, LJ 9500, Yellow	\$150.00
HEWC8563A	Drum, LJ 9500, Magenta	\$150.00
HEWC9370A	DNJ, HP 72, 130ML, PB	\$56.00
HEWC9371A	DNJ, HP 72, 130ML, CY	\$56.00
HEWC9372A	DNJ, HP 72, 130ML, MA	\$56.00
HEWC9373A	DNJ, HP 72, 130ML, YW	\$56.00

Initials of Bidder: *EM*

Item	Description	Price per Cartridge
<b>Section 5: Hewlett Packard (cont'd)</b>		
HEWC9374A	DNJ, HP 72, 130ML, GY	\$56.00
HEWC9381A	Printhead, HP 88, Black/Yellow	\$64.50
HEWC9382A	Printhead, HP 88, Magenta/Cyan	\$64.50
HEWC9403A	DNJ, HP 72, 130ML, MTT B	\$56.00
HEWC9725A	Kit, Fuser for HPLJ4600, 110VOLT	\$150.00
HEWCE265A	Toner, Collection	\$17.00
HEWQ2682A	Cartridge, CLJ3700, Yellow	\$45.00
HEWQ2683A	Cartridge, CLJ3700, Magenta	\$45.00
HEWQ3964A	Drum, Imaging, LJ2550	\$75.00
HP Q3675A	Transfer Kit, Replace HP 4600	\$100.00
Q1338A	Cartridge, HP Laserjet 4200	\$128.00
Q1339A	Cartridge, HP Laserjet 4300	\$178.00
Q2610A	Toner, 10A, Smart Print	\$100.00
Q2612A	Cartridge, Laser	\$55.00
Q2670A	Toner, F/CLJ3500, Black	\$100.00
Q5942A	Cartridge, LJ, 4250/4350	\$117.00
Q5942X	Cartridge, Laser	\$197.50
Q5945A	Toner, LJ, Black	\$178.00
Q5949A	Toner, Black	\$64.50
Q6000A	Toner, Color Laserjet, 00A, Black	\$59.50
Q6001A	Toner, Color Laserjet, 01A, Cyan	\$72.50
Q6002A	Toner, Color Laserjet, 02A, Yellow	\$72.50
Q6003A	Toner, Color Laserjet, PRN, Magenta	\$72.50
Q6470A	Toner, LJ, 2/PK, Black	\$90.00
Q6511A	Toner, Black	\$108.50
Q7516A	Cartridge, Laserjet, Black	\$164.50
Q7551A	Toner, Laserjet, Black	\$101.50
Q7551X	Toner, Laserjet, Black	\$147.00
Q7551XD	Toner, 2PK, Black	\$341.50
Q7553A	Cartridge, LJ, Black	\$63.00
Q7581A	Cartridge, Laserjet, Cyan	\$88.00
Q7582A	Cartridge, Toner, Yellow	\$88.00
HP 88XL (C9393AN)	Ink, Yellow	\$22.50
HP 305A / CE411A	IPW Preservice 545-11A-ODP	\$94.00
HP C9720A	Toner, Laser, 4600, Black	\$75.00
HP C9721A	Toner, Laser, 4600, Cyan	\$90.00
HP C9722A	Toner, Laser, 4600, Yellow	\$90.00
HP C9723A	Toner, Laser, Magenta, 4600	\$90.00
HP C9730A	Toner, Color, LJ, 5500/5550, Black	\$210.00
HP C9731A	Toner, LJ 5500/5500, Cyan	\$230.00
HP C9732A	Toner, Color, LJ, 5500/5550, Yellow	\$230.00
HP C9733A	Toner, 5500/5550, Color LJ, Magenta	\$230.00
HP CE261A	Toner, CP4025/4525, Cyan	\$200.00
HP CE262A	Toner, CP4025/4525, Yellow	\$200.00

Initials of Bidder: *PM*

Item	Description	Price per Cartridge
<b>Section 5: Hewlett Packard (cont'd)</b>		
HP CE263A	Toner, CP4025/4525, Magenta	\$200.00
HP CE505A	Toner, LJ P2035/P2055, Black	\$62.50
HP CE505X	Tkoner, MICR, LJ P2055 Series, BK	\$91.00
HP Q1339A	Cartridge, Toner, HP LJ4300	\$178.00
HP Q7551A	Toner, LJ 3005/M3035/3027, BK	\$101.50
HP Q5950A	4700N Black	\$130.00
HP Q5953A	4700N Magenta	145.00
HP Q5951A	4700N Cyan	145.00
HP Q5952A	4700N Yellow	145.00
HP 901 BLK	OFFICE JET 4500 HP901 - Black	\$12.50
HP 901 COLOR	OFFICE JET 4500 HP901 - Color	\$22.00
<b>TOTAL SECTION 5</b>		\$18,849.50
<b>Section 6: Konica</b>		
KNM1710517002	TONER, MAGICOLOR 2300, STD YELLOW	NO BID
KNM1710517003	TONER, MAGICOLOR 2300, STD MAGENTA	NO BID
KNM1710517003	CARTRIDGE, CLJ3700, CYAN	NO BID
KNM1710517005	TONER, MAGICOLOR 2300 BLACK	NO BID
1710517-006	MAGICOLOR 2300 YELLOW	NO BID
1710517-007	MAGICOLOR 2300 MAGENTA	NO BID
1710517-008	MAGICOLOR 2300 CYAN	NO BID
1710520-001	MAGICOLOR 2300 OPC DRUM CARTRIDGE	NO BID
1710522-001	MAGICOLOR 2300 WASTE TONER BOTTLE	NO BID
1710584-001	BLACK	NO BID
1710587-005	YELLOW	NO BID
1710587-006	MAGENTA	NO BID
1710587-007	CYAN	NO BID
1710591-001	OPC DRUM	NO BID
1710606-001	MAGICOLOR, MULTI-PACK	NO BID
1710692-005	BLACK	NO BID
1710692-006	YELLOW	NO BID
1710692-007	MAGENTA	NO BID
1710692-008	CYAN	NO BID
<b>TOTAL SECTION 6</b>		NO BID

Initials of Bidder: *em*

Item	Description	Price per Cartridge
<b>Section 7: Lexmark</b>		
64015HA	Toner, High Yield	NO BID
12A7462	Toner, T630, Black	NO BID
<b>TOTAL SECTION 7</b>		NO BID
<b>Section 8: Panasonic</b>		
KX-FA83A	TONER, FAX, KX-FA83A	NO BID
<b>TOTAL SECTION 8</b>		NO BID
<b>Section 9: Ricoh</b>		
RIC405533	Toner, Cyan	NO BID
RIC405534	Toner, Magenta	NO BID
RIC405536	Toner, High Yield, Black	NO BID
RIC405538	Toner, Magenta	NO BID
RIC405539	Toner, Yellow	NO BID
<b>TOTAL SECTION 9</b>		NO BID
<b>Section 10: Sharp</b>		
AL110TD	TONER, AL110TD	NO BID
<b>TOTAL SECTION 10</b>		NO BID

**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

Initials of Bidder:   *psm*

# Certificate Of Partnership



08/12/2015

## DOUBLE M LASER PRODUCTS

UNITED STATES

Is a member of the **HP PartnerOne program** and currently holds the membership and specializations below:

### Gold

HP PartnerOne Gold Partner PPS Supplies

### Business

HP Enterprise Business Partner

HP Software Business Partner

Handwritten signature of Jeremiah Jenson in black ink.

**Jeremiah Jenson**

Vice President  
Americas Channel Sales  
HP Enterprise Group

Handwritten signature of David Lary in black ink.

**David Lary**

Vice President  
Partner Development & Programs  
PPS Americas

Handwritten signature of Harry Gould in black ink.

**Harry Gould**

Vice President  
Channels & Enablement  
HP Software Americas



CONTRACT SHEET  
Bid 16-017

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 8<sup>th</sup> day of September, 2015,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and  
Enhanced Laser Products  
\_\_\_\_\_ (hereinafter designated Contractor).  
(company name)

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.

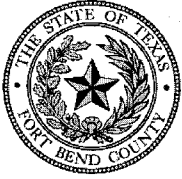
It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a  
purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 15<sup>th</sup> day of September 2015.

By:  Fort Bend County, Texas  
County Judge Robert E. Hebert

By:   
Signature of Contractor

By: Curtis Morris, President  
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 #	62-061-6474
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	Enhanced Laser Products		Year Business was Established <u>1990</u>
Remittance Address	PO BOX #19473		
City/State/Zip	Houston, TX 77224		
Physical Address	10516 Katy Fwy., Ste. H		
City/State/Zip	Houston, TX 77043		
County	<input type="checkbox"/> Fort Bend County <input type="checkbox"/> Other:		
Phone/Fax Number	Phone: (713) 956-9481                      Fax: (713) 956-0200		
Contact Person	Curtis Morris		
E-mail	cmorris@enhancedlaser.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> SBE-Small Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business <b>Certification #</b> _____ <input type="checkbox"/> WBE-Women's Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> MBE-Minority Business Enterprise <b>Certification #</b> _____		
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).			

**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) <b>Double M Laser Products Inc.</b>	
	Business name/disregarded entity name, if different from above <b>Enhanced Laser Products</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>10516 Katy Fwy, Suite H</b> City, state, and ZIP code <b>Houston, TX 77043</b>	Requester's name and address (optional)
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 the "Name" line 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				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>8/25/14</i>
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**General Instructions**

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

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

