

COB - BOSAIR FORM

12/11/2025 8:29 AM (MST)
Submitted by Marina.Cook@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2500000635

Award Type: Award

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 01/06/2026

Signature Only:

NO

Procurement Director Award / Delegated Award:

- N/A

Supplier / Customer / Grantor / Subrecipient: Group 1 OEM: Central Jersey Office Equipment Inc. DBA State Toner (Headquarters: Freehold, NJ)
Group 2 Remanufactured: CVR Computer Supplies, Inc. (Headquarters: Brooklyn, NY)

Project Title / Description: OEM & Remanufactured Printer & Fax Toner Cartridges

Purpose: Award: Multiple Supplier Contract No. SC2500000635. This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$350,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Information Technology.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-25000215032 was conducted. Nine (9) responses were received. Award is to the lowest, responsive and responsible bidders.

To: COB 12-12-25 (1)
Vers: 0
Pgs:56

RQID: 2500021503

Attachments: Notice of Recommendation for Award and Supplier Contract.

Program Goals/Predicted Outcomes: To provide Pima County Departments with a timely supply of original manufactured or re-manufactured toner cartridges.

Public Benefit and Impact: Pima County to use cost effective toner and toner products that will be disposed of in an environmentally safe manner.

Budget Pillar

- N/A

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives N/A

Metrics Available to Measure Performance: Departments will report back to ensure timely delivery of defect free products and will report when there are issues with defective products.

Retroactive: NO

Contract / Award Information

Record Number: SC PO SC2500000635

Document Type: SC

Department Code: PO

Contract Number: SC2500000635

Commencement Date: 01/06/2026

Termination Date: 01/05/2027

Total Expense Amount:

\$350,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) General Fund
Required:

Funding from General Fund? YES

If Yes Provide Total General Funds:

\$350,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified? NO

Vendor is using a Social Security Number? NO

Department:	Procurement
Name:	Brandon Morgan
Telephone:	5207249510
Add Procurement Department Signatures	
<input checked="" type="checkbox"/> Yes	
Add GMI Department Signatures	
<input type="checkbox"/> No	

Division Manager/Procurement Officer Signature: Ana Wilber Digitally signed by Ana Wilber
Date: 2025.12.11 14:47:24 -07'00' Date: _____

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins
Date: 2025.12.11 15:09:56 -07'00' Date: _____

Department Director Signature: Javier Baca Digitally signed by Javier Baca
DN: cn=Javier Baca, o=Plma County, ou=Information
Technology Department, email=javier.baca@pima.gov, c=US
Date: 2025.12.12 09:15:15 -07'00' Date: _____

Deputy County Administrator Signature:  Date: 12/12/2025

County Administrator Signature: _____ Date: 12/12/2025



NOTICE OF RECOMMENDATION FOR AWARD
(Revised Version)

December 5, 2025

Date of Issue: ~~November 25, 2025~~

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-25000215032 for OEM & Remanufactured Printer & Fax Toner Cartridges that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after Tuesday, ~~December 16, 2025~~ **January 6, 2025**

Award is recommended to the: Lowest, responsive and responsible bidders

<u>AWARDED</u>	<u>Central Jersey Office Equipment Inc.</u>	<u>BID AMOUNT</u>	<u>SHARED ANNUAL AWARD AMOUNT</u>
Group 1: The Office Pal Inc.		\$246,470.77	\$350,000.00
Group 2: CVR Computer Supplies Inc.		\$11,843.00	

OTHER RESPONDENTS

Group 1: OEM New Toner/Ink Cartridges	
Aztek Computers, LLC	\$99,529.00*
B2B Supplies USA	\$259,328.58
Blink Supplies	\$401,434.10
CVR Computer Supplies Inc.	\$267,619.47
Rasix Computer Center Inc.	\$250,386.42
Staples	\$328,356.83*
The Tree House, Inc.	\$266,248.20*
Turbon USA	No Bid

*Did not bid all items

Group 2: Remanufactured Toner/Ink Cartridges	
Aztek Computers, LLC	No Bid
B2B Supplies USA	\$17,933.48
Blink Supplies	\$13,239.40**
Central Jersey Office Equipment Inc.	\$15,555.45
Rasix Computer Center Inc.	\$12,234.39
Staples	\$38,639.31
The Tree House, Inc.	No Bid
Turbon USA	\$32,097.10

**Did not bid all items

Issued by: Brandon Morgan, Procurement Officer
Telephone Number: 520-724-9510

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via the BidNet Portal.

AW

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000635
Contract Start Date	01-06-2026
Contract End Date	01-05-2027
Payment Type	Warrant/Check
Buyer	Brandon Morgan
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Supplier: Central Jersey Office Equipment Inc. 2 Howell Rd Freehold, NJ 07728	Contract Name: OEM & Remanufactured Printer & Fax Toner Cartridges
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Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
	Currency	NTE Amount	Used Amount
Phone: +1 (833) 4468872 Email: orders@statetoner.com Terms: Days: 0	USD	350,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$350,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachments: Offer Agreements.

Catalog Items: Central Jersey Office Equipment Inc.					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	02-81301-001 Troy	Each	200.00		
2	02-81576-700 Troy	Each	100.00		
3	02-82028-001 Troy	Each	50.00		
4	02-88000-001 Troy	Each	200.00		
5	106R01486 Xerox	Each	80.00		
6	3500B001 Canon	Each	70.00		
7	3EE09A HP	Each	174.13		
8	4.4318604E7 Okidata	Each	80.00		
9	4.4703103E7 Okidata	Each	90.00		
10	4.6507401E7 Okidata	Each	100.00		
11	4.6507402E7 Okidata	Each	100.00		
12	4.6507403E7 Okidata	Each	100.00		
13	4.6507404E7 Okidata	Each	100.00		
14	4.6507601E7 Okidata	Each	150.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

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Catalog Items: Central Jersey Office Equipment Inc.

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
15	4.6507602E7 Okidata	Each	150.00		
16	4.6507603E7 Okidata	Each	150.00		
17	4.6507604E7 Okidata	Each	80.00		
18	51B1000 Lexmark	Each	70.00		
19	52D0Z00 Lexmark	Each	40.00		
20	52D1H00 Lexmark	Each	200.00		
21	7020 Brother	Each	2.00		
22	841332 Ricoh	Each	40.00		
23	841767 Ricoh	Each	40.00		
24	9291B001 Canon	Each	25.00		
25	93004B005 Canon	Each	2.00		
26	B3P06A HP	Each	250.00		
27	B3P19A HP	Each	84.58		
28	B3P20A HP	Each	84.58		
29	B3P24A HP	Each	84.58		
30	BU-223CL Brother	Each	14.00		
31	C1Q12A HP	Each	20.00		
32	C2P04AN HP	Each	16.00		
33	C2P06AN HP	Each	22.22		
34	C6656AN HP	Each	25.00		
35	C6657AN HP	Each	25.00		
36	C9370A HP	Each	50.00		
37	C9371A HP	Each	50.00		
38	C9372A HP	Each	50.00		
39	C9373A HP	Each	50.00		
40	C9374A HP	Each	50.00		
41	C9403A HP	Each	20.00		
42	C9448A HP	Each	20.00		
43	C9449A HP	Each	20.00		
44	C9451A HP	Each	20.00		
45	C9452A HP	Each	20.00		
46	C9453A HP	Each	20.00		

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Catalog Items: Central Jersey Office Equipment Inc.

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
47	C9454A HP	Each	20.00		
48	C9730A HP	Each	306.04		
49	C9733A HP	Each	50.00		
50	CB435A HP	Each	30.00		
51	CC364A HP	Each	160.00		
52	CE255A HP	Each	145.48		
53	CE260A HP	Each	120.00		
54	CE261A HP	Each	160.00		
55	CE262A HP	Each	160.00		
56	CE263A HP	Each	160.00		
57	CE278A HP	Each	50.00		
58	CE285A HP	Each	50.00		
59	CE285AC HP	Each	50.00		
60	CE310A HP	Each	35.00		
61	CE311A HP	Each	40.00		
62	CE312A HP	Each	40.00		
63	CE313A HP	Each	40.00		
64	CE314A HP	Each	60.00		
65	CE320A HP	Each	50.00		
66	CE321A HP	Each	60.00		
67	CE322A HP	Each	60.00		
68	CE323A HP	Each	60.00		
69	CE390A HP	Each	130.00		
70	CE400A HP	Each	115.00		
71	CE401A HP	Each	160.00		
72	CE403A HP	Each	160.00		
73	CE410A HP	Each	70.00		
74	CE410XC HP	Each	85.36		
75	CE411A HP	Each	100.00		
76	CE411AC HP	Each	105.61		
77	CE412A HP	Each	100.00		
78	CE412AC HP	Each	105.61		

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Catalog Items: Central Jersey Office Equipment Inc.

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
79	CE413A HP	Each	100.00		
80	CE413AC HP	Each	105.61		
81	CE505A HP	Each	90.00		
82	CF210A HP	Each	50.00		
83	CF210X HP	Each	70.00		
84	CF211A HP	Each	70.00		
85	CF212A HP	Each	70.00		
86	CF213A HP	Each	70.00		
87	CF214A HP	Each	220.00		
88	CF226A HP	Each	125.00		
89	CF226X HP	Each	180.00		
90	CF226XC HP	Each	170.00		
91	CF230A HP	Each	70.00		
92	CF230X HP	Each	80.00		
93	CF232A HP	Each	88.00		
94	CF237A HP	Each	200.00		
95	CF237X HP	Each	265.29		
96	CF258A HP	Each	102.64		
97	CF258X HP	Each	180.00		
98	CF258XC HP	Each	185.32		
99	CF280X HP	Each	143.18		
100	CF280XC HP	Each	143.18		
101	CF283A HP	Each	60.00		
102	CF287X HP	Each	265.00		
103	CF289X HP	Each	224.12		
104	CF325X HP	Each	307.34		
105	CF330X HP	Each	200.00		
106	CF330XC HP	Each	219.34		
107	CF331A HP	Each	190.00		
108	CF331AC HP	Each	375.52		
109	CF332A HP	Each	190.00		
110	CF332AC HP	Each	375.52		

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Catalog Items: Central Jersey Office Equipment Inc.

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
111	CF333A HP	Each	190.00		
112	CF333AC HP	Each	375.52		
113	CF360A HP	Each	160.00		
114	CF360X HP	Each	182.29		
115	CF360XC HP	Each	182.29		
116	CF361A HP	Each	199.00		
117	CF361X HP	Each	260.00		
118	CF362A HP	Each	199.00		
119	CF362X HP	Each	260.00		
120	CF363A HP	Each	199.00		
121	CF363X HP	Each	260.00		
122	CF400X HP	Each	80.00		
123	CF401X HP	Each	88.00		
124	CF402X HP	Each	88.00		
125	CF403X HP	Each	88.00		
126	CF411A HP	Each	105.00		
127	CF411X HP	Each	160.00		
128	CF412A HP	Each	110.00		
129	CF412X HP	Each	160.00		
130	CF413A HP	Each	110.00		
131	CF413X HP	Each	160.00		
132	CF450A HP	Each	210.77		
133	CF460X HP	Each	210.00		
134	CF460XC HP	Each	210.00		
135	CF461X HP	Each	414.31		
136	CF461XC HP	Each	414.31		
137	CF462X HP	Each	414.31		
138	CF462XC HP	Each	414.31		
139	CF463X HP	Each	414.31		
140	CF463XC HP	Each	414.31		
141	CF500A HP	Each	50.00		
142	CF501A HP	Each	50.00		

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Catalog Items: Central Jersey Office Equipment Inc.

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
143	CF502A HP	Each	50.00		
144	CF503A HP	Each	50.00		
145	CH561WN HP	Each	5.00		
146	CLT-C504S Samsung	Each	50.00		
147	CLT-K504S Samsung	Each	60.00		
148	CLT-M504S Samsung	Each	60.00		
149	CLT-Y504S Samsung	Each	60.00		
150	CN045AN HP	Each	5.00		
151	CN046AN HP	Each	20.00		
152	CN047AN HP	Each	20.00		
153	CN048AN HP	Each	20.00		
154	CN049AN HP	Each	20.00		
155	CN629A HP	Each	140.00		
156	CN630A HP	Each	140.00		
157	CN633A HP	Each	140.00		
158	CN634A HP	Each	140.00		
159	CN635A HP	Each	140.00		
160	CN636A HP	Each	162.77		
161	DR-223CL Brother	Each	25.00		
162	DR-350 Brother	Each	40.00		
163	DR-420 Brother	Each	40.00		
164	E20 Canon	Each	10.00		
165	F6U19AN HP	Each	55.34		
166	G0795 Konica	Each	30.00		
167	L0S61AN HP	Each	41.97		
168	L0S64AN HP	Each	41.97		
169	L0S67AN HP	Each	41.97		
170	LC-103BK Brother	Each	5.00		
171	LC-103C Brother	Each	5.00		
172	LC-103M Brother	Each	5.00		
173	LC-103Y Brother	Each	5.00		
174	M104 Canon	Each	10.00		

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Catalog Items: Central Jersey Office Equipment Inc.

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
175	P2V27A HP	Each	105.00		
176	P2V62A HP	Each	80.00		
177	P2V63A HP	Each	80.00		
178	P2V64A HP	Each	80.00		
179	P2V65A HP	Each	80.00		
180	P2V66A HP	Each	80.00		
181	P2V67A HP	Each	80.00		
182	PC-201 Brother	Each	5.00		
183	Q2612A HP	Each	30.00		
184	Q7553A HP	Each	20.00		
185	SU029A HP	Each	5.00		
186	SU296A HP	Each	5.00		
187	T096120 Epson	Each	5.00		
188	T096220 Epson	Each	5.00		
189	T096320 Epson	Each	5.00		
190	T096420 Epson	Each	5.00		
191	T096520 Epson	Each	5.00		
192	T096620 Epson	Each	5.00		
193	T096720 Epson	Each	5.00		
194	T096820 Epson	Each	5.00		
195	T096920 Epson	Each	5.00		
196	T804500 Epson	Each	50.00		
197	T804600 Epson	Each	50.00		
198	T804700 Epson	Each	50.00		
199	TFC415LK Toshiba	Each	30.00		
200	TN-223BK Brother	Each	40.00		
201	TN-223C Brother	Each	40.00		
202	TN-223M Brother	Each	40.00		
203	TN-223Y Brother	Each	50.00		
204	TN-227BK Brother	Each	50.00		
205	TN-319C Konica	Each	20.00		
206	TN-319K Konica	Each	35.00		

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Catalog Items: Central Jersey Office Equipment Inc.

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
207	TN-319M Konica	Each	35.00		
208	TN-319Y Konica	Each	35.00		
209	TN-350 Brother	Each	50.00		
210	TN-420 Brother	Each	20.00		
211	TN-430 Brother	Each	20.00		
212	TN-450 Brother	Each	50.00		
213	TN-460 Brother	Each	50.00		
214	TN-613C Konica	Each	35.00		
215	TN-613K Konica	Each	35.00		
216	TN-850 Brother	Each	90.00		
217	W1340A HP	Each	44.01		
218	W1340X HP	Each	69.73		
219	W1380A HP	Each	54.11		
220	W1470A HP	Each	176.60		
221	W1480A HP	Each	91.87		
222	W1480X HP	Each	178.02		
223	W2020A HP	Each	85.00		
224	W2020X HP	Each	140.00		
225	W2020XC HP	Each	138.72		
226	W2021A HP	Each	110.00		
227	W2021X HP	Each	200.00		
228	W2021XC HP	Each	189.53		
229	W2022A HP	Each	110.00		
230	W2022X HP	Each	200.00		
231	W2022XC HP	Each	189.53		
232	W2023A HP	Each	110.00		
233	W2023X HP	Each	200.00		
234	W2023XC HP	Each	189.53		
235	W2100A HP	Each	81.86		
236	W2100X HP	Each	150.34		
237	W2101A HP	Each	98.77		
238	W2101X HP	Each	184.71		

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Catalog Items: Central Jersey Office Equipment Inc.

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
239	W2102A HP	Each	98.77		
240	W2102X HP	Each	184.71		
241	W2103A HP	Each	98.77		
242	W2110A HP	Each	58.95		
243	W2110X HP	Each	85.55		
244	W2111A HP	Each	69.00		
245	W2111X HP	Each	90.40		
246	W2112A HP	Each	69.00		
247	W2112X HP	Each	90.40		
248	W2113A HP	Each	69.00		
249	W2113X HP	Each	90.40		
250	W2120A HP	Each	162.69		
251	W2121A HP	Each	203.83		
252	W2122A HP	Each	203.83		
253	W2123A HP	Each	203.83		
254	W2130X HP	Each	185.50		
255	W2131A HP	Each	161.71		
256	W2131X HP	Each	245.43		
257	W2132A HP	Each	161.71		
258	W2132X HP	Each	245.43		
259	W2133A HP	Each	161.71		
260	W2133X HP	Each	245.43		
261	W2180A HP	Each	54.98		
262	W2181A HP	Each	65.45		
263	W2182A HP	Each	65.45		
264	W2183A HP	Each	65.45		
265	WT-223CL Brother	Each	5.00		

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OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with OEM & Remanufactured Printer & Fax Toner Cartridges on an "as required basis" by issue of Delivery Order ("DO").

The established SC will identify the Contractor to provide the required items as designated by the following groups:

Group 1: OEM New Toner Cartridges

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

Group 2: Remanufactured Toner Cartridges

May also be referred to as Recycled, is a cartridge in which the ink has been restocked, parts that are damaged are replaced or repaired and is restored to its original form and a quality test is performed to ensure full OEM performance standards.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

A. Group 1: OEM New Toner/Ink Cartridges Minimum Qualifications			
Contractor must be an authorized reseller, distributor, and/or qualified supplies partner of Hewlett Packard	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Bid	
B. Group 2: Remanufactured Toner/Ink Cartridges Minimum Qualifications			
Contractor certifies it has the capacity to furnish remanufactured cartridges that have been fully remanufactured to specifications equal to or exceeding OEM standards of quality and performance, and approved remanufactured toner cartridge industry standards and guidelines adopted by at least one of the following:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Bid	
<ul style="list-style-type: none"> ○ Standardize Test Methods Committee (STMC) ○ American Society for Testing and Materials (ASTM) ○ ISO 9001:2000 Certified 			

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

TYPICAL BUSINESS PROCESS FLOW: The following business process flow is provided to define expected roles, tasks, sequence and value to be provided to County.

4.1 Customer Service: Customer must maintain means for County representatives to effectively and efficiently communicate with Contractor concerning cartridge ordering, delivery, return of defective items, and invoicing issues with no additional costs to the County.

Customer Service Representatives must be knowledgeable about the products and procedures for ordering, delivery, and returns, Contractor must provide County with an Account Representative Team.

The Contractor will be responsible for coordinating and resolving issues relating to invoices, quality of product, contractual performance, equipment repairs as a result of damage caused by toner, reports, product substitution, etc., within three (3) business days of initial contact from County for each issue.

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

4.2 Ordering Procedures: Orders may be placed by County representatives in various departments and locations (approximately 330 locations). Orders placed by County Departments will be by issuance of a DO only.

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

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

If a cartridge is out of stock, Contractor must notify the ordering department either by email within 24 hours of the status and provide and estimated delivery date.

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

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

4.3 Packaging: Toner and ink cartridge packing must include, at a minimum:

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

- Each cartridge must be provided with complete instruction for installation and maintenance of cartridge to optimize the performance and life of the cartridge.
- It is desirable that all corrugated packing meets Green Standards.
- The external carton and/or an internal shipping invoice must identify toner cartridge type (make and model), the Contractor's name, address, telephone number, and the Delivery Order (DO). All cartridge boxes and/or internal shipping invoices will also bear the date of manufacture and use by date for shelf life and inventory purposes.

4.4 Used/Empty Cartridge Return: If a common carrier such as UPS or FedEx is used for returns, the contractor must arrange for pick-up at the County's location, as carrier drop boxes may not be used. The contractor must provide a prepaid shipping or mailing label for each empty toner cartridge, along with clear written instructions on how County users can obtain these labels, either via toll-free phone number, email address, or electronically (e.g., download from the contractor's website), ensuring no cost is incurred by the County.

The contractor must supply a toll-free phone number and an email address for coordinating pick-ups, and is responsible for all shipping, pickup, transportation, unpacking, sorting, and storage costs related to returned cartridges. Every shipping container must include a label on at least one long side stating: "IMPORTANT: SAVE THIS BOX AND ALL INTERNAL PACKAGING FOR THE RETURN OF THE EMPTY CARTRIDGE." When new cartridges are delivered, used or empty cartridges will be returned at the contractor's expense, and while the County will make reasonable efforts to provide returns on a one-for-one basis, availability is not guaranteed.

If pick-up is not conducted at the time of delivery, the contractor must provide an alternative means for returning cartridges at no cost, and if a separate pick-up is required, the County representative will contact the contractor via the provided toll-free number, email, or webpage. The contractor must schedule and complete pick-ups for used or empty toner and ink cartridges within five (5) business days of receiving the County's request.

-OR-

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

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

4.5 Reports & Record Retention: Annually and upon request, the Contractor must provide reports to include, but not limited to, the following:

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

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

Customer Service/Order Placement Contact Information		
Order Placement		
Contact Information	Email Address	orders@statetoner.com
	Website	www.statetoner.com
	Phone Number (Toll Free)	833-446-8872
Customer Service		
Primary Contact	Name & Title	Michelle- Customer Service Team Lead
	Phone Number (Toll Free)	833-446-8872
	Email Address	Orders@statetoner.com
Secondary Contact	Name & Title	Max- Operations Manager
	Phone Number (Toll Free)	833-446-8872
	Email Address	max@statetoner.com

Used/Empty Cartridge Return/Pick-Up Contact Information		
Pick-Up Person		
Contractor will pick-up used/empty cartridges at the time of delivery of new order.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Prepaid Return Label		
Contractor will package each cartridge with Prepaid Return Label for common carrier pick-up.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
FedEx toll free phone number for pick-up		
UPS toll free phone number for pick-up		
USPS toll free phone number for pick-up		
1800-742-5877		
Contractor's Prepaid Return Label will be available for download from the below websites.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
FedEx Website		
UPS Website		
USPS Website		

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

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

- Inkjet Printer: A device that accepts text and graphic output from a computer and transfers the information to paper. The inkjet technology works by spraying very fine drops of ink on a sheet of paper. These droplets are “ionized” which allows them to be directed by magnetic plates in the ink’s (toners) path. As the paper is fed through the printer, the print head moves back and forth, spraying thousands of these small droplets of ink (toner) on the page.
- Laser Printer: A device that uses a focused beam of light to transfer text and images onto paper. As paper passes through the printer, the laser fires a beam of light at the surface of a cylindrical drum called a photoreceptor. This drum has an electrical charge (typically positive), that is reversed in areas where the laser beam hits it. By reversing the charge in certain areas of the drum, the laser beam can print patterns (such as text and pictures) onto the photoreceptor. Once the pattern has been created on the drum, it is coated with toner from a toner cartridge. The positively charged toner clings to the areas of the drum that have been negatively charged by the laser. When the paper passes through the printer, the drum is given a strong negative charge, which allows the toner to transfer and stick to the paper. The result is a clean copy of the image written on the paper.

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

Brands of Printers and Fax Machines in use by the County:

- Brother
- Lexmark
- Canon
- Panasonic
- Dell
- Samsung
- Epson
- Sharp
- Hewlett Packard
- Troy
- Kyocera
- Xerox

WARRANTY: Contractor must be responsible for the quality of the products provided to the County.

C. **Group 1: OEM New Toner/Ink Cartridges Warranty**

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

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

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

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

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

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

D. **Group 2: Remanufactured Toner/Ink Cartridges Warranty**

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

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

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

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

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

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

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

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

E. Remanufactured Cartridges Item Specifications: Cartridge has been completely disassembled and cleaned, replaced with a new long-life optical photo-conductive (OPC) drum with a minimum rating equal to the OEM yield. Remanufactured toner cartridges must use the original OEM core. New non-OEM cores are not acceptable. Laser printer/toner cartridges that are only refilled, recharged or cloned are not considered remanufactured. Each cartridge is backed by a 100% satisfaction guarantee and provides for the same warranties of an OEM toner cartridge.

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

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

F. Toner Cartridge Remanufacturing Process: Assessment to determine if the toner cartridge can be remanufactured. Complete disassembly of cartridge to thoroughly clean and inspect all internal and external components against OEM specifications.

Replacement of the following with new parts:

- Drum
- Magnetic Roller
- Magnetic Roller Brushing
- Wiper Blade
- Any parts with excessive wear and/or not meeting OEM specifications
- Filling of cartridge with new toner to meet or exceed OEM standards.
- Testing of every remanufactured toner cartridge. Upon request, Contractor must provide methods used in testing cartridges.

G. Ink Cartridge Remanufacturing Process:

H. Assessment to determine if the ink cartridge can be remanufactured. Complete disassembly of cartridge to thoroughly clean and inspect all internal and external components against OEM specifications. Properly refilling

the cartridge to OEM standards. Testing of every remanufactured ink cartridge. Upon request, Contractor must provide methods used in testing cartridges.

- I. Recycling and Material Disposal: Contractor must recycle components as often as possible such that minimal elements will go into a landfill. Contractor must ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental and human health and safety laws.
 - At the County's request, Contractor must provide manifests and any other documentation needed to confirm the proper disposal of material.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

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

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent

total of each Contractor. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Tab A: Group 1 OEM New & Rebate		Tab B: Group 2 Remanufactured & Rebate	
For all Commodity Lines listed in Tab A, provide the corresponding information in the appropriate columns		For all Commodity Lines listed in Tab B, provide the corresponding information in the appropriate columns	
J	MSRP	J	MSRP
K	% Discount off MSRP	K	% Discount off MSRP
L	\$ Unit Price	L	\$ Unit Price
M	\$ Rebate each cartridge	M	\$ Rebate each cartridge

8.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

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

Optional Early Payment Discount: _____ % if payment tendered within _____ Days as indicated above.

8.8. Invoicing

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

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. SUPPLIER RECORD MAINTENANCE**9.1. Pima County Supplier Record**

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document

(Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record. The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO document.

The Contractor must provide the County representatives with the tracking number for each container that corresponds with the DO document.

Orders must be delivered directly to the ordering County department at the location specified on the DO document. Delivery is to be made either with a direct, in-person delivery; via a common carrier such as UPS or FedEx; or via the US Postal Service. Deliveries will be required, at a minimum, to locations in the following zip codes:

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

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

Contractor guarantees delivery of product or service in less than five (5) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-2500021503 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

12.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

12.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

12.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

12.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.**12.2.6. Subcontractors**

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance

certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

12.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

12.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

12.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

12.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND

Not applicable to this contract.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	11/05/2025				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Yes No
Section 7.1?

(select one)

If Yes, have you included your certification document? Yes No
(select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

16. BID/OFFER CERTIFICATION**CONTRACTOR LEGAL NAME:** Central Jersey Office Equipment**BUSINESS ALSO KNOWN AS:** State Toner**MAILING ADDRESS:** 2 Howell rd**CITY/STATE/ZIP:** Freehold, NJ 07728**REMIT TO ADDRESS:** 2 Howell Rd**CITY/STATE/ZIP:** Freehold, NJ 07728**CONTACT PERSON NAME/TITLE:** Nancy Berger- Sales Manager**PHONE:** 833-446-8872 **FAX:** _____**CONTACT PERSON EMAIL ADDRESS:** nancy@statetoner.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** orders@statetoner.com**CORPORATE HEADQUARTERS ADDRESS:** 2 Howell Rd Freehold, NJ 07728**WEBSITE:** www.statetoner.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: Nancy Berger Digital signature by Nancy Berger
DN: cn=Nancy Berger, c=US
email:sales@statetoner.com
Date: 2025.11.20 10:15:55 -05'00' **DATE:** 11/20/2025

Nancy Berger- Sales Manager**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 833-446-8872 - nancy@statetoner.com**County Attorney Contract Approval "As to Form".**

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

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

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

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

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

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

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor and Contractor officer's, agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

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

26. COUNTERPARTS

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. FULL AND COMPLETE PERFORMANCE

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

29. SUBCONTRACTORS

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

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

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

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

32. CONTROL OF DATA PROVIDED BY COUNTY

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

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

HP Amplify Membership Certificate

Effective November 1, 2025 to October 31, 2026.

Company Legal Name: Central Jersey Office Equipment, Inc. (3-HSIP-2875)
Company DBA Name: Central Jersey Office Equipment, Inc.

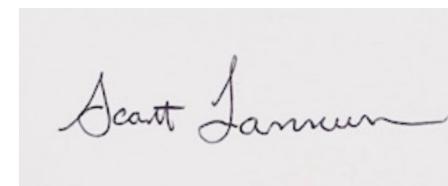
is a member of the HP Amplify Partner Program with the following designation(s):

HP Amplify Synergy Partner

Kobi Elbaz

Kobi Elbaz

SVP & General Manager, Global Channel, Sales
Innovation & Operations



Scott Lannum

Interim North America Managing Director
North America



PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000635
Contract Start Date	01-06-2026
Contract End Date	01-05-2027
Payment Type	Warrant/Check
Buyer	Brandon Morgan
Phone Number	
Email	

Page

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Supplier: CVR Computer Supplies, Inc 621 Dahill Rd Brooklyn, NY 11218	Contract Name: OEM & Remanufactured Printer & Fax Toner Cartridges
--	--

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
	Currency	NTE Amount	Used Amount
Phone: Email: sycvr@yahoo.com Terms: Days: 0	USD	350,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the shared annual award amount of \$350,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachments: Offer Agreements.

Catalog Items: CVR Computer Supplies, Inc					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	1577A002B Canon	Each	7.00		
2	3500B001A Canon	Each	10.00		
3	6384B002 Canon	Each	7.00		
4	6385B002 Canon	Each	7.00		
5	6386B002 Canon	Each	7.00		
6	6387B002 Canon	Each	7.00		
7	6388B002 Canon	Each	7.00		
8	6389B002 Canon	Each	7.00		
9	6390B002 Canon	Each	7.00		
10	6391B002 Canon	Each	7.00		
11	8955A001A Canon	Each	20.00		
12	C4127X HP	Each	30.00		
13	C8543X HP	Each	99.00		
14	C9370A HP	Each	35.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000635
Contract Start Date	01-06-2026
Contract End Date	01-05-2027
Payment Type	Warrant/Check
Buyer	Brandon Morgan
Phone Number	
Email	

Page

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Catalog Items: CVR Computer Supplies, Inc

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
15	C9371A HP	Each	40.00		
16	C9372A HP	Each	40.00		
17	C9373A HP	Each	40.00		
18	C9374A HP	Each	40.00		
19	C9403A HP	Each	99.00		
20	CB436A HP	Each	8.00		
21	CC364A HP	Each	22.00		
22	CC530A HP	Each	12.00		
23	CC531A HP	Each	14.00		
24	CC532A HP	Each	15.00		
25	CC533A HP	Each	14.00		
26	CE250A HP	Each	14.00		
27	CE251A HP	Each	20.00		
28	CE252A HP	Each	25.00		
29	CE253A HP	Each	22.00		
30	CE255X HP	Each	18.00		
31	CE260A HP	Each	30.00		
32	CE261A HP	Each	30.00		
33	CE262A HP	Each	30.00		
34	CE263A HP	Each	30.00		
35	CE270A HP	Each	42.00		
36	CE271A HP	Each	45.00		
37	CE272A HP	Each	20.00		
38	CE273A HP	Each	20.00		
39	CE278A HP	Each	11.00		
40	CE285A HP	Each	11.00		
41	CE310A HP	Each	13.00		
42	CE311A HP	Each	14.00		
43	CE312A HP	Each	15.00		
44	CE313A HP	Each	14.00		
45	CE390A HP	Each	22.00		
46	CE400A HP	Each	22.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000635
Contract Start Date	01-06-2026
Contract End Date	01-05-2027
Payment Type	Warrant/Check
Buyer	Brandon Morgan
Phone Number	
Email	

Page

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Catalog Items: CVR Computer Supplies, Inc

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
47	CE401A HP	Each	15.00		
48	CE402A HP	Each	10.00		
49	CE403A HP	Each	22.00		
50	CE410A HP	Each	12.00		
51	CE411A HP	Each	15.00		
52	CE412A HP	Each	12.00		
53	CE413A HP	Each	11.00		
54	CE505A HP	Each	12.00		
55	CE505X HP	Each	11.00		
56	CF210X HP	Each	10.00		
57	CF211A HP	Each	10.00		
58	CF212A HP	Each	12.00		
59	CF213A HP	Each	20.00		
60	CF226A HP	Each	14.00		
61	CF226X HP	Each	11.00		
62	CF230A HP	Each	9.00		
63	CF230X HP	Each	9.00		
64	CF237A HP	Each	20.00		
65	CF280X HP	Each	11.00		
66	CF281A HP	Each	22.00		
67	CF283A HP	Each	8.50		
68	CF283X HP	Each	9.00		
69	CF287A HP	Each	13.00		
70	CF360A HP	Each	21.00		
71	CF361A HP	Each	22.00		
72	CF362A HP	Each	24.00		
73	CF363A HP	Each	24.00		
74	CF400A HP	Each	9.00		
75	CF400X HP	Each	11.00		
76	CF401A HP	Each	9.00		
77	CF401X HP	Each	11.00		
78	CF402A HP	Each	11.00		

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Email	

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Catalog Items: CVR Computer Supplies, Inc

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
79	CF402X HP	Each	11.00		
80	CF403A HP	Each	15.00		
81	CF403X HP	Each	15.00		
82	CF410A HP	Each	15.00		
83	CF411A HP	Each	11.00		
84	CF412A HP	Each	11.00		
85	CF413A HP	Each	11.00		
86	CF460X HP	Each	20.00		
87	CF461A HP	Each	44.00		
88	CF462A HP	Each	46.00		
89	CF463A HP	Each	46.00		
90	CF500X HP	Each	11.00		
91	CF501X HP	Each	7.00		
92	CF502X HP	Each	11.00		
93	CF503X HP	Each	12.00		
94	CH563WN HP	Each	19.00		
95	CH564WN HP	Each	22.00		
96	DR400 Brother	Each	20.00		
97	F6U63AN HP	Each	16.00		
98	F6U64AN HP	Each	10.00		
99	Q1338A HP	Each	10.00		
100	Q2612A HP	Each	9.00		
101	Q2613X HP	Each	11.00		
102	Q5942A HP	Each	25.00		
103	Q5949A HP	Each	11.00		
104	Q6000A HP	Each	22.00		
105	Q6001A HP	Each	24.00		
106	Q6002A HP	Each	22.00		
107	Q6003A HP	Each	22.00		
108	Q7553X HP	Each	5.00		
109	TN450EA Brother	Each	8.00		
110	W2020A HP	Each	22.00		

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PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
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**Supplier Contract**

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Payment Type	Warrant/Check
Buyer	Brandon Morgan
Phone Number	
Email	

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Catalog Items: CVR Computer Supplies, Inc

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
111	W2021A HP	Each	25.00		
112	W2022A HP	Each	25.00		
113	W2023A HP	Each	25.00		
114	YTVTC Dell	Each	60.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with OEM & Remanufactured Printer & Fax Toner Cartridges on an "as required basis" by issue of Delivery Order ("DO").

The established SC will identify the Contractor to provide the required items as designated by the following groups:

Group 1: OEM New Toner Cartridges

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

Group 2: Remanufactured Toner Cartridges

May also be referred to as Recycled, is a cartridge in which the ink has been restocked, parts that are damaged are replaced or repaired and is restored to its original form and a quality test is performed to ensure full OEM performance standards.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

A. Group 1: OEM New Toner/Ink Cartridges Minimum Qualifications		
Contractor must be an authorized reseller, distributor, and/or qualified supplies partner of Hewlett Packard		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Bid		
B. Group 2: Remanufactured Toner/Ink Cartridges Minimum Qualifications		
Contractor certifies it has the capacity to furnish remanufactured cartridges that have been fully remanufactured to specifications equal to or exceeding OEM standards of quality and performance, and approved remanufactured toner cartridge industry standards and guidelines adopted by at least one of the following:		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Bid		
<ul style="list-style-type: none"> ○ Standardize Test Methods Committee (STMC) ○ American Society for Testing and Materials (ASTM) ○ ISO 9001:2000 Certified 		

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

TYPICAL BUSINESS PROCESS FLOW: The following business process flow is provided to define expected roles, tasks, sequence and value to be provided to County.

4.1 Customer Service: Customer must maintain means for County representatives to effectively and efficiently communicate with Contractor concerning cartridge ordering, delivery, return of defective items, and invoicing issues with no additional costs to the County.

Customer Service Representatives must be knowledgeable about the products and procedures for ordering, delivery, and returns, Contractor must provide County with an Account Representative Team.

The Contractor will be responsible for coordinating and resolving issues relating to invoices, quality of product, contractual performance, equipment repairs as a result of damage caused by toner, reports, product substitution, etc., within three (3) business days of initial contact from County for each issue.

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

4.2 Ordering Procedures: Orders may be placed by County representatives in various departments and locations (approximately 330 locations). Orders placed by County Departments will be by issuance of a DO only.

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

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

If a cartridge is out of stock, Contractor must notify the ordering department either by email within 24 hours of the status and provide and estimated delivery date.

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

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

4.3 Packaging: Toner and ink cartridge packing must include, at a minimum:

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

- Each cartridge must be provided with complete instruction for installation and maintenance of cartridge to optimize the performance and life of the cartridge.
- It is desirable that all corrugated packing meets Green Standards.
- The external carton and/or an internal shipping invoice must identify toner cartridge type (make and model), the Contractor's name, address, telephone number, and the Delivery Order (DO). All cartridge boxes and/or internal shipping invoices will also bear the date of manufacture and use by date for shelf life and inventory purposes.

4.4 Used/Empty Cartridge Return: If a common carrier such as UPS or FedEx is used for returns, the contractor must arrange for pick-up at the County's location, as carrier drop boxes may not be used. The contractor must provide a prepaid shipping or mailing label for each empty toner cartridge, along with clear written instructions on how County users can obtain these labels, either via toll-free phone number, email address, or electronically (e.g., download from the contractor's website), ensuring no cost is incurred by the County.

The contractor must supply a toll-free phone number and an email address for coordinating pick-ups, and is responsible for all shipping, pickup, transportation, unpacking, sorting, and storage costs related to returned cartridges. Every shipping container must include a label on at least one long side stating: "IMPORTANT: SAVE THIS BOX AND ALL INTERNAL PACKAGING FOR THE RETURN OF THE EMPTY CARTRIDGE." When new cartridges are delivered, used or empty cartridges will be returned at the contractor's expense, and while the County will make reasonable efforts to provide returns on a one-for-one basis, availability is not guaranteed.

If pick-up is not conducted at the time of delivery, the contractor must provide an alternative means for returning cartridges at no cost, and if a separate pick-up is required, the County representative will contact the contractor via the provided toll-free number, email, or webpage. The contractor must schedule and complete pick-ups for used or empty toner and ink cartridges within five (5) business days of receiving the County's request.

-OR-

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

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

4.5 Reports & Record Retention: Annually and upon request, the Contractor must provide reports to include, but not limited to, the following:

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

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

Customer Service/Order Placement Contact Information			
Order Placement			
Contact Information	Email Address	sycv120@yahoo.com	
	Website		
	Phone Number (Toll Free)	856-419-3483	
Customer Service			
Primary Contact	Name & Title	Steve Johnson	
	Phone Number (Toll Free)	856-419-3483	
	Email Address		
Secondary Contact	Name & Title		
	Phone Number (Toll Free)		
	Email Address		

Used/Empty Cartridge Return/Pick-Up Contact Information			
Pick-Up Person			
Contractor will pick-up used/empty cartridges at the time of delivery of new order.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Yes - only if it is required
Prepaid Return Label			
Contractor will package each cartridge with Prepaid Return Label for common carrier pick-up.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	YES - ONLY IF it is required
FedEx toll free phone number for pick-up			
UPS toll free phone number for pick-up			
USPS toll free phone number for pick-up			
Contractor's Prepaid Return Label will be available for download from the below websites.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	UPS
FedEx Website			
UPS Website			
USPS Website			

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

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

- **Inkjet Printer**: A device that accepts text and graphic output from a computer and transfers the information to paper. The inkjet technology works by spraying very fine drops of ink on a sheet of paper. These droplets are "ionized" which allows them to be directed by magnetic plates in the ink's (toners) path. As the paper is fed through the printer, the print head moves back and forth, spraying thousands of these small droplets of ink (toner) on the page.
- **Laser Printer**: A device that uses a focused beam of light to transfer text and images onto paper. As paper passes through the printer, the laser fires a beam of light at the surface of a cylindrical drum called a photoreceptor. This drum has an electrical charge (typically positive), that is reversed in areas where the laser beam hits it. By reversing the charge in certain areas of the drum, the laser beam can print patterns (such as text and pictures) onto the photoreceptor. Once the pattern has been created on the drum, it is coated with toner from a toner cartridge. The positively charged toner clings to the areas of the drum that have been negatively charged by the laser. When the paper passes through the printer, the drum is given a strong negative charge, which allows the toner to transfer and stick to the paper. The result is a clean copy of the image written on the paper.

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

Brands of Printers and Fax Machines in use by the County:

- Brother
- Lexmark
- Canon
- Panasonic
- Dell
- Samsung
- Epson
- Sharp
- Hewlett Packard
- Troy
- Kyocera
- Xerox

WARRANTY: Contractor must be responsible for the quality of the products provided to the County.

C. **Group 1: OEM New Toner/Ink Cartridges Warranty**

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

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

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

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

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

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

D. **Group 2: Remanufactured Toner/Ink Cartridges Warranty**

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

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

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

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

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

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

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

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

E. Remanufactured Cartridges Item Specifications: Cartridge has been completely disassembled and cleaned, replaced with a new long-life optical photo-conductive (OPC) drum with a minimum rating equal to the OEM yield. Remanufactured toner cartridges must use the original OEM core. New non-OEM cores are not acceptable. Laser printer/toner cartridges that are only refilled, recharged or cloned are not considered remanufactured. Each cartridge is backed by a 100% satisfaction guarantee and provides for the same warranties of an OEM toner cartridge.

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

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

F. Toner Cartridge Remanufacturing Process: Assessment to determine if the toner cartridge can be remanufactured. Complete disassembly of cartridge to thoroughly clean and inspect all internal and external components against OEM specifications.

Replacement of the following with new parts:

- Drum
- Magnetic Roller
- Magnetic Roller Brushing
- Wiper Blade
- Any parts with excessive wear and/or not meeting OEM specifications
- Filling of cartridge with new toner to meet or exceed OEM standards.
- Testing of every remanufactured toner cartridge. Upon request, Contractor must provide methods used in testing cartridges.

G. Ink Cartridge Remanufacturing Process:

H. Assessment to determine if the ink cartridge can be remanufactured. Complete disassembly of cartridge to thoroughly clean and inspect all internal and external components against OEM specifications. Properly refilling

the cartridge to OEM standards. Testing of every remanufactured ink cartridge. Upon request, Contractor must provide methods used in testing cartridges.

- I. Recycling and Material Disposal: Contractor must recycle components as often as possible such that minimal elements will go into a landfill. Contractor must ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental and human health and safety laws.
 - At the County's request, Contractor must provide manifests and any other documentation needed to confirm the proper disposal of material.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

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

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent

total of each Contractor. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

Tab A: Group 1 OEM New & Rebate		Tab B: Group 2 Remanufactured & Rebate	
For all Commodity Lines listed in Tab A, provide the corresponding information in the appropriate columns		For all Commodity Lines listed in Tab B, provide the corresponding information in the appropriate columns	
J	MSRP	J	MSRP
K	% Discount off MSRP	K	% Discount off MSRP
L	\$ Unit Price	L	\$ Unit Price
M	\$ Rebate each cartridge	M	\$ Rebate each cartridge

This CAN'T BE DONE BECAUSE J IS THE QUANTITY

8.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

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

Optional Early Payment Discount: _____ % if payment tendered within _____ Days as indicated above.

8.8. Invoicing

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

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. SUPPLIER RECORD MAINTENANCE**9.1. Pima County Supplier Record**

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document

(Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record. The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO document.

The Contractor must provide the County representatives with the tracking number for each container that corresponds with the DO document.

Orders must be delivered directly to the ordering County department at the location specified on the DO document. Delivery is to be made either with a direct, in-person delivery; via a common carrier such as UPS or FedEx; or via the US Postal Service. Deliveries will be required, at a minimum, to locations in the following zip codes:

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

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

Contractor guarantees delivery of product or service in less than five (5) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-2500021503 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

12.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

12.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

12.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

12.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.**12.2.6. Subcontractors**

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance

certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

12.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

12.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

12.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

12.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND

Not applicable to this contract.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	NOV 5				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Yes No
Section 7.1?

(select one)

If Yes, have you included your certification document? Yes No
(select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

16. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: CVR Computer Supplies

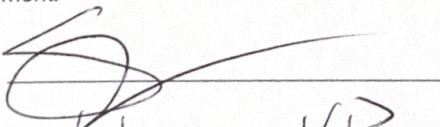
BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 1606 S. BOWLING GREEN DRCITY/STATE/ZIP: Cherry Hill NJ 08003REMIT TO ADDRESS: SAM

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: Steve Vuhac VPPHONE: 8564193483FAX: 8568570357CONTACT PERSON EMAIL ADDRESS: SYCVR@YAHOO.COMEMAIL ADDRESS FOR ORDERS & CONTRACTS: SYCVR@YAHOO.COMCORPORATE HEADQUARTERS ADDRESS: SACWEBSITE: INKYTONERS.COM

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: DATE: 11-12-25

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 8564193483 SYCVR@YAHOO.COM

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

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

14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

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

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

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

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor and Contractor officer's, agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

25. BOOK AND RECORDS

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

26. COUNTERPARTS

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. FULL AND COMPLETE PERFORMANCE

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

29. SUBCONTRACTORS

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

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

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

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

32. CONTROL OF DATA PROVIDED BY COUNTY

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

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS