

JEFFERSON COUNTY PURCHASING DEPARTMENT
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Date of Notice: February 7, 2023

Notice to Bidders

In accordance with Section 103 of General Municipal Law, State of New York, Jefferson County (herein called the County) invites the submission of sealed bids for:

BID #23-09 – TONER AND INK PURCHASES FOR JEFFERSON COUNTY

The historical value of this contract based on the previous award is approximately **\$27,000** annually.

Bids will be received by the County until **THURSDAY, FEBRUARY 23, 2023, AT 3:30 PM, EST.**, at the office of the Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. Bids may not be submitted via fax or email, and all bids submitted must remain valid for up to forty-five (45) days from the date of the bid opening. No bids will be considered if received after the due date and time and the Purchasing Department shall assume no responsibility for the premature opening of any bid not properly addressed and identified.

Copies of this bid may be examined and copies obtained at the County Purchasing Department. The County reserves the right to reject any and all bids received.

All questions regarding this bid should be submitted in writing (mail, fax, or email) to the County Purchasing Department.

INSTRUCTIONS TO BIDDERS & GENERAL REQUIREMENTS

1. With submission of a bid, a Bidder agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to “Contractor”, “Bidder”, or “Vendor”, this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Bidder has engaged. Please submit two (2) copies - one (1) original unbound and one (1) copy.
2. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents or documents that were not directly issued by the Jefferson County Purchasing Department. Any Vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from a third party shall not have cause for relief or completion of a contract in accordance with the official documents on file with the Purchasing Department. Verbal explanations or instructions regarding this bid provided by anyone other than an employee of the Purchasing Department shall be considered informal and will not be binding on the County unless confirmed in writing as an amendment to this solicitation, if such information is deemed necessary for the preparation of uniform bids. The County reserves the right to “Revise” or “Amend” the bid specification prior to the bid opening date by “Written Addenda”
Prior to submission of a bid it is the responsibility of each Bidder to become fully familiar with the requirements of this solicitation. No Bidder may plead misunderstanding because of the misinterpretation of estimates, scope of work, or other issues related to this request. It shall be the responsibility of each Bidder to identify any apparent discrepancy in the specifications or question of interpretation thereof. Failure to do so constitutes acceptance as written. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. The County shall have the right to waive any technical defect, qualification, omission, informality, or irregularity in any bid received if, in its judgment, the best interest of the County shall thereby be served. **The County will issue no response to any request for clarification received within five (5) days of the due date.**
3. Bids should be submitted in a sealed envelope marked with the name of the bid and the words “**SEALED BID**” written on the outside of the envelope. Please submit two (2) copies - one (1) original unbound and one (1) copy. No employee in the Purchasing Department will be held liable for the premature opening of any bid received not designated as such. Bids submitted by **FAX OR E-MAIL** will not be accepted.
4. Taxes. No charge will be allowed for federal, state, sales, and excise taxes from which the County is exempt. Exemption Certificates will be provided upon request.
5. Deviations. Deviations to the specifications must be fully explained, and if judged to be in the best interest of the County, may be accepted at the sole discretion of the County.
6. Qualifications. Each Bidder must be prepared to present satisfactory proof of his ability to successfully complete the requirements of this solicitation.
The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Bidder to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Bidder’s facilities and equipment, references or previous contract performance with the County or others.
7. Accountability - Bidder shall be fully accountable for his or her performance under any contract executed pursuant to this solicitation, and agrees to answer under oath all questions relevant to the performance thereof as to any transaction, or action done or omitted in connection therewith if called before any Judicial, County or State Office or Agency empowered to investigate the contract or performance. By submitting a bid, the bidder affirms that all the requirements of the specifications are understood and accepted, and prices quoted shall be considered all-inclusive except as noted.

Each bidder affirms that all figures provided are correct to the best of their knowledge and understands that Jefferson County will not be responsible for any errors or omissions on the part of the bidder regarding estimates, calculations, or preparation of the bid, and will not be grounds for withdrawal or correction of the bid or bid security except as provided under General Municipal Law. In case of errors between unit and extension of prices, the unit price will govern.

8. Award. The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to obtain responses from qualified Bidders. By submission of a bid you agree to provide goods or services consistent with these specifications unless otherwise stated. The bid will be awarded to the lowest responsive and responsible Bidder meeting the specifications or providing acceptable deviation. The County reserves the right to award by total low gross sum bid, by product, or by manufacturer, whichever is deemed to be in the best interest of the County.

The County reserves the right to reject in whole or part, any or all bids deemed not to be in the best interest of the County at the sole discretion of the County. If two or more Bidders submit identical bids as to price, the decision of the County to award a contract to one of such Bidders shall be final. If, after review it is determined that both bids are essentially equivalent the names of both bidders will be placed in a container and the winning bid selected by a draw witnessed by a minimum of two members of the Purchasing Department and a member of the County Audit department. The resulting contract award shall be deemed executory only to the extent of the monies appropriated and available, and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

The County intends to issue a formal Purchase Order to purchase the goods and/or services described in this solicitation. The Terms and Conditions that govern all Purchase Orders issued by Jefferson County are available on the Purchasing Department link of the County's Website at www.co.jefferson.ny.us.

It is understood that the successful Contractor is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Contractor's agents or employees be considered subagents for the County.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY BID. REQUESTS FOR BID RESULTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT AT purchasing@co.jefferson.ny.us RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

9. Disqualification

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this Bid.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Bidder defaulted under previous contracts with the County.
- If it is determined that the Bidder is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Bidders.
- The Bidder cannot satisfy the County as to ability to perform.

10. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law. The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.
11. Venues and Disputes. The exclusive means of disposing of any dispute arising under a contract with Jefferson County, which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Vendor must proceed diligently with contract performance. The Vendor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information.
12. Cooperative Bidding. It is understood and agreed that in addition to the County of Jefferson, other County agencies as well as Municipalities and School Districts throughout New York State may also "piggyback" off this contract and enter into its own contract with the successful Bidder. Jefferson County reserves the right to allow all municipal and not for profit organizations and School Districts authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However it is understood that the extension of the contract to a Municipality or School is at the discretion of the Vendor and the Vendor is only bound to any contract between the County of Jefferson and the Vendor.

No officer, board or agency of a county, town, village, or school district shall make any purchase through a County contract unless such purchase is made based on the same terms, conditions and specifications as the County's contract award.

Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates and documentation of tax exempt status and all purchases shall be subject to audit by the political subdivision or district for which the purchase was made.

All orders will be placed by the participating entities and each entity shall be billed by and make payment directly to the successful Bidder.

The sole responsibility with regard to performance of the contract, or any obligation, covenant, condition or term thereunder is between the successful Bidder and the participating entities and not Jefferson County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Bidder, Jefferson County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Jefferson County centralized contract. The County reserves the right to purchase any goods or services included as part of this solicitation from any means legally available to it at any time.

Applicable v Not Applicable

13. Contract Term and Renewal Option. The initial contract term shall be for a period of two (2) years effective upon date of award. If mutually agreed between the County and the Vendor, the contract may be renewed under the same terms and conditions for an additional two (2) years not to exceed a total contract term of four (4) years. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not be deemed to commit the County to renew the contract for the renewal period until such time as the County takes official action (generally by issuing a formal Purchase Order) to commit to such renewal. The County may issue new bids for a replacement contract at any time during the term of the initial contract if deemed necessary by the County to do so.

14. Contract Cancellation. Unless otherwise noted, the County of Jefferson retains the right to cancel any contract without cause provided the Vendor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County may cancel a contract for any of, but not limited to the following:

- If a pattern develops where a vendor consistently fails to deliver product or services which do not meet the original specifications of the award
- It is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Vendor, his agent, or representative to any County official or employee with intent toward securing favorable treatment with respect to the award of a contract or the performance of an agreement
- It is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the solicitation process or the performance of the agreement
- It is determined that said improper or illegal acts occurred, the County shall be entitled to terminate any agreement and/or exercise any other remedy available to it under existing law.

In the event of any termination, postponement, delay, suspension, or abandonment the Vendor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events the County shall make settlement with the Vendor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Vendor prior to the postponement, suspension, abandonment, or termination of the contract.

15. Short Term Extension. In the event a replacement contract has not been issued, any contract may be extended unilaterally by the County for an additional period of up to one month upon notice to the Vendor based on the same terms and conditions as the original contract. With the concurrence of the Vendor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

16. Pursuant to the provisions of Section 109 of the General Municipal Law, no Bidder to whom a contract is granted or awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department.

Prior to submitting a subcontractor for approval, bidder shall diligently inquire into the capability, qualifications, and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by the bidder that the subcontractor is fully capable, qualified, and licensed to provide the subcontracted services. Any subcontract entered into by the bidder pursuant to this bid shall provide that the bidder will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the agreement between the bidder and the County and any other requirements applicable shall be deemed to exist between any subcontractor and the County, nor shall the bidder be relieved of any of the bidder's obligations under this contract, as a consequence of any subcontract approved by the County.

In the event the Bidder shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Bidder, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Bidder and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

17. The Successful Bidder agrees to comply with any and all applicable laws, codes, and regulations in connection with the goods and services called for in this bid as well as the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The bidder assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap.
18. Audit. The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, electronic media, or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
19. FOIL. Submission of a bid or proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and the information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the bid or proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officers' Law of the State of New York.

All material submitted in response to this Bid becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this Bid may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

"When submitting a bid for consideration, unless otherwise noted, all bidders understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

20. Warranty. In providing goods and services pursuant to this contract seller agrees to be bound by all warranties required by New York State Law.
21. Equivalency. In submitting a proposal, the Bidder is agreeing to provide goods and services consistent with the specifications. Where a brand name or equivalent specification is used in this solicitation, the use of any brand name noted is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

A Contract, if awarded, will be on the basis of materials and equipment as described in the Drawings, or the Specifications, and "or equal" items submitted by the Bidder and accepted by the County. The Bidder may offer "or equal" items that meet the same performance or reliability standards as specified herein. If the Bidder offers an "or equal" item, the Bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award, shall be at the Bidder's expense.

If a submitted "or equal" item is rejected, the Bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. The Bidder shall not have the opportunity to submit any alternative materials or equipment after the bids are opened.

The decision to accept or reject an "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the bid will be deemed non-responsive and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

22. Jefferson County may access contract pricing available through New York State contracts, GSA Schedule 70, Schedule 84, and Schedule 1122 contracts, and may "piggyback" on some contracts let by other municipal governments. If your products or services are offered through one of these sources you may offer the pricing of the alternate contract already in place. If at any time during the term of this contract the successful vendor also has a NYS, GSA, or other contract legally available to the County through General Municipal Law, the County reserves the right to purchase from any or all of the contracts and the vendor agrees to supply goods or services in accordance with that contract if requested to do so.
23. Requirements Contract. Bidder acknowledges that the Contract that will be entered into as a result of this solicitation will be a Requirements Contract, and the County guarantees no minimum or maximum purchases will be made. The County will have no obligation to the Contractor if no items or services are required. Any quantities which are included are the present expectations for the period of the contract and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The bidder further understands that the County may require services in excess of the estimated annual contract amount and that such excess shall not

give rise to any claim for compensation other than at the unit prices in this Contract. This contract is an Indefinite Quantity Contract. All quantities or dollar values listed within these specifications are estimates.

Applicable_____✓_____

Not Applicable_____

24. Purchase of Additional Items Not Included In the initial Bid.

Once a contract is awarded, should additional contract-related goods be identified by the County, the County reserves the right to modify the original contract award to reflect the addition of the new products to the contract if it is deemed in the best interest of the County to do so. The vendor agrees to price and supply said items in accordance with item# (XXX) of the attached bid form and in accordance with all specifications of this bid. Additionally, vendor agrees to supply, upon request, a copy of their invoice from the manufacturer for said products. Once pricing has been accepted by all parties, the vendor agrees to supply the additional products for the remainder of the contract term in accordance with the original specifications.

Applicable_____✓_____

Not Applicable_____

25. Force Majeure: Except for the County's obligation to make payment for goods and/or services delivered hereunder, neither party hereto shall be liable for any failure to perform the terms of the contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this specification shall mean acts of God, strikes, lockouts, or industrial dispute or disturbances, civil disturbances, arrests and restraint from rulers or people, interruption by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or a delay in securing labor or materials, including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, inability to obtain easements or right-of-way.

The "force majeure" shall, so far as possible, be remedied with a reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the discretion of the parties having the difficulty.

26. Iranian Energy Sector Divestment. Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor has not:

- a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- a. "By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.

27. Contract Price Adjustments:

All prices submitted must remain firm for a period of **one (1) year** from the date of award after which subsequent price adjustments will be considered by the County.

All requests for price adjustments must be submitted to the County in writing a minimum of thirty (30) days prior to the date of the requested adjustment. The change in price structure must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics which is available at <https://stats.bls.gov> OR on official notification from the manufacturer to the vendor.

If, following the initial **one (1) year** term of the contract the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, they shall immediately notify the County in writing. The County may, but is not required to consider an adjustment to the contract terms and/or price structure.

Should the County in its sole discretion determine during the contract term that the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment to the contract terms and/or pricing is mutually agreeable, the County may terminate the contract through written notice to the vendor, purchase from an alternate source, or rebid the contract.

28. Sexual Harassment. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

BID #23-09
TONER AND INK PURCHASES FOR JEFFERSON COUNTY
BID SPECIFICATIONS

Jefferson County is soliciting bids for the purchase of various OEM or compatible toner products used in County-owned equipment.

The attached bid pages reflect the approximate annual use of various types of toner but is not meant to indicate that all products will be purchased. As a "Requirements Contract", toner will be purchased on an "as-needed basis" throughout the contract term, and no minimum or maximum purchases are guaranteed.

The bid will be awarded based on the lowest gross sum total of all toners listed in a single column (OEM or Compatible), by product, or by manufacturer, whichever provides the most cost savings to the County. Vendors are not required to bid on both columns. If all toners are not bid, the award will be determined after factoring out the non-bid products.

The contract will be awarded for a term of two (2) years with the option of extending the agreement for an additional two (2) year term upon agreement of all parties.

Prices shall remain firm for one year (which shall be considered the 'Initial Term' of the contract), after which pricing may be adjusted annually in accordance with Paragraph 27 (Contract Price Adjustments) in the bid documents.

If National or State Contract pricing is used, the contract number should be indicated next to the corresponding line item(s).

If Compatible products are being submitted for consideration, please indicate the manufacturer and model number in the Deviations column.

Please see Exhibit "A" Jefferson County Department List which includes information for Delivery Addresses.

References:

Bidders must provide a minimum of four (4) references. The references will contain the company's name, address, phone number, point of contact, and description of services provided. References should be for similar size entities, Government/Municipal offices preferred.

TONER AND INK PURCHASES FOR JEFFERSON COUNTY
BID #23-09
BID PAGE

			ORIGINAL EQUIPMENT MANUFACTURER (OEM)					COMPATIBLE MANUFACTURER				
VENDOR PART #	VENDOR NAME	ITEM DESCRIPTION	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS
DR221CL	BROTHER INTERNATIONAL CORP.	BROTHER DR221CL DRUM SET, 4/PK										
LC753PKS	BROTHER INTERNATIONAL CORP.	BROTHER LC75, COLOR, 3/PK										
LC752PKS	BROTHER INTERNATIONAL CORP.	BROTHER LC75BK, BLACK, 2/PK										
BRTPC201	BROTHER INTERNATIONAL CORP.	BROTHER PC201, BLACK										
TN221BK	BROTHER INTERNATIONAL CORP.	BROTHER TN221BK, BLACK										
TN221C	BROTHER INTERNATIONAL CORP.	BROTHER TN221C, CYAN										
TN221M	BROTHER INTERNATIONAL CORP.	BROTHER TN221M, MAGENTA										
TN221Y	BROTHER INTERNATIONAL CORP.	BROTHER TN221Y, YELLOW										
TN225C	BROTHER INTERNATIONAL CORP.	BROTHER TN225C, HI-YIELD, CYAN										
TN225M	BROTHER INTERNATIONAL CORP.	BROTHER TN225M, HI-YIELD, MAGENTA										
TN225Y	BROTHER INTERNATIONAL CORP.	BROTHER TN225Y, HI-YIELD, YELLOW										
TN310C	BROTHER INTERNATIONAL CORP.	BROTHER TN310C, CYAN										
TN330	BROTHER INTERNATIONAL CORP.	BROTHER TN330, BLACK										
TN360	BROTHER INTERNATIONAL CORP.	BROTHER TN360, BLACK										
TN420	BROTHER INTERNATIONAL CORP.	BROTHER TN420, BLACK										
TN450	BROTHER INTERNATIONAL CORP.	BROTHER TN450, BLACK										
TN460	BROTHER INTERNATIONAL CORP.	BROTHER TN460, HI-YIELD, BLACK										
TN660	BROTHER INTERNATIONAL CORP.	BROTHER TN660, HI-YIELD, BLACK										
TN880	BROTHER INTERNATIONAL CORP.	BROTHER TN880, HI-YIELD, BLACK										
TN850	BROTHER INTERNATIONAL CORP.	BROTHER TN850, HI-YIELD, BLACK										
DR820	BROTHER INTERNATIONAL CORP.	BROTHER MFCL6700DW, DRUM UNIT, BLACK										
DR630	BROTHER INTERNATIONAL CORP.	BROTHER TN660 DRUM UNIT, BLACK										
1980B001AA	CANON USA	CANON 116, BLACK										
1979B001AA	CANON USA	CANON 116, CYAN										
1978B001AA	CANON USA	CANON 116, MAGENTA										
1977B001AA	CANON USA	CANON 116, YELLOW										
2662B001AA	CANON USA	CANON 118, BLACK										
2661B001AA	CANON USA	CANON 118, CYAN										
2660B001AA	CANON USA	CANON 118, MAGENTA										
2659B001AA	CANON USA	CANON 118, YELLOW										
3480B001	CANON USA	CANON 119 II, HIGH YIELD, BLACK										
3500B001AA	CANON USA	CANON 128, BLACK										
3488C001AA	CANON USA	CANON PFI-030, MATTE BLACK										
3489C001AA	CANON USA	CANON PFI-030, BLACK										
3490C001AA	CANON USA	CANON PFI-030, CYAN										
3491C001AA	CANON USA	CANON PFI-030, MAGENTA										
3492C001AA	CANON USA	CANON PFI-030, YELLOW										
6705B001	CANON USA.	CANON PFI-107BK, BLACK										

TONER AND INK PURCHASES FOR JEFFERSON COUNTY
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			ORIGINAL EQUIPMENT MANUFACTURER (OEM)				COMPATIBLE MANUFACTURER					
VENDOR PART #	VENDOR NAME	ITEM DESCRIPTION	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS
6706B001AA	CANON USA.	CANON PFI-107C, CYAN										
6707B001AA	CANON USA.	CANON PFI-107M, MAGENTA										
6704B001AA	CANON USA.	CANON PFI-107MBK, MATTE BLACK										
6708B001AA	CANON USA.	CANON PFI-107Y, YELLOW										
2963B001AA	CANON USA.	CANON PFI-703BK, BLACK										
2964B001AA	CANON USA.	CANON PFI-703C, CYAN										
2965B001AA	CANON USA.	CANON PFI-703M, MAGENTA										
2962B001AA	CANON USA.	CANON PFI-703MTBK, MATTE BLACK										
2966B001AA	CANON USA.	CANON PFI-703Y, YELLOW										
0895B001	CANON USA.	CANON IPF720, BLACK										
0896B001	CANON USA.	CANON IPF720, CYAN										
0897B001	CANON USA.	CANON IPF720, MAGENTA										
0894B001	CANON USA.	CANON IPF720, MATTE BLACK										
0898B001	CANON USA.	CANON IPF720, YELLOW										
8278B001	CANON USA.	CANON PG-245, BLACK										
330-9786	DELL INC.	DELL MPXDF, BLACK (FOR 5530DN/5535DN)										
T200XL220-S	EPSON AMERICA, INC	EPSON 200 XL, CYAN										
T200XL320-S	EPSON AMERICA, INC	EPSON 200 XL, MAGENTA										
T200XL420-S	EPSON AMERICA, INC	EPSON 200 XL, YELLOW										
T252XL120-S	EPSON AMERICA, INC	EPSON 252 XL, BLACK										
T252XL320-S	EPSON AMERICA, INC	EPSON 252XL, MAGENTA										
T252XL220-S	EPSON AMERICA, INC	EPSON 252XL, CYAN										
T252XL420-S	EPSON AMERICA, INC	EPSON 252XL, YELLOW										
C3903A	HP INC.	HP 03A, BLACK										
CE505A	HP INC.	HP 05A, BLACK										
CE505X	HP INC.	HP 05X, HI-YIELD, BLACK										
Q6511X	HP INC.	HP 11X, HI-YIELD, BLACK										
CB540A	HP INC.	HP 125A, BLACK										
CB541A	HP INC.	HP 125A, CYAN										
CB543A	HP INC.	HP 125A, MAGENTA										
CB542A	HP INC.	HP 125A, YELLOW										
C7115X	HP INC.	HP 15X, HI-YIELD, BLACK										
CF217A	HP INC.	HP 17A, BLACK										
C1823D	HP INC.	HP 23, COLOR										
CF226A	HP INC.	HP 26A, BLACK										
CF226XD	HP INC.	HP 26X, HI-YIELD, BLACK, 2PK										
Q7560A	HP INC.	HP 3000DN TONER, BLACK										
Q7561A	HP INC.	HP 3000DN TONER, CYAN										

TONER AND INK PURCHASES FOR JEFFERSON COUNTY
BID #23-09
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			ORIGINAL EQUIPMENT MANUFACTURER (OEM)					COMPATIBLE MANUFACTURER				
VENDOR PART #	VENDOR NAME	ITEM DESCRIPTION	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS
Q7563A	HP INC.	HP 3000DN TONER, MAGENTA										
Q7562A	HP INC.	HP 3000DN TONER, YELLOW										
CC530A	HP INC.	HP 304A, BLACK										
CC531A	HP INC.	HP 304A, CYAN										
CC533A	HP INC.	HP 304A, MAGENTA										
CC532A	HP INC.	HP 304A, YELLOW										
CE410A	HP INC.	HP 305A, BLACK										
CE411A	HP INC.	HP 305A, CYAN										
CE413A	HP INC.	HP 305A, MAGENTA										
CE412A	HP INC.	HP 305A, YELLOW										
CE410X	HP INC.	HP 305X, HI-YIELD, BLACK										
CE740A	HP INC.	HP 307A, BLACK										
CE743A	HP INC.	HP 307A, MAGENTA										
CE742A	HP INC.	HP 307A, YELLOW										
CE741A	HP INC.	HP 307A, CYAN										
CF440AM	HP INC.	HP 312A, C/M/Y, 3/PK										
CF380XD	HP INC.	HP 312X, HI-YIELD, 2/PK										
CB436A	HP INC.	HP 36A, BLACK										
Q1338A	HP INC.	HP 38A, BLACK										
Q5942A	HP INC.	HP 42A, BLACK										
Q9542X	HP INC.	HP 42X, HI-YIELD, BLACK										
51645A#140	HP INC.	HP 45, BLACK										
W2020A	HP INC.	HP 414A, BLACK										
W2021A	HP INC.	HP 414A, CYAN										
W2023A	HP INC.	HP 414A, MAGENTA										
W2022A	HP INC.	HP 414A, YELLOW										
CE250A	HP INC.	HP 504A, BLACK										
CE251A	HP INC.	HP 504A, CYAN										
CE253A	HP INC.	HP 504A, MAGENTA										
C3252A	HP INC.	HP 504A, YELLOW										
CE400A	HP INC.	HP 507A, BLACK										
CE401A	HP INC.	HP 507A, CYAN										
CE403A	HP INC.	HP 507A, MAGENTA										
CE402A	HP INC.	HP 507A, YELLOW										
CE400X	HP INC.	HP 507X, HI-YIELD, BLACK										
Q7551X	HP INC.	HP 51X, HI-YIELD, BLACK										
C2P05AN#140	HP INC.	HP 62 XL, BLACK										
C2P07AN#140	HP INC.	HP 62 XL, COLOR										

TONER AND INK PURCHASES FOR JEFFERSON COUNTY
BID #23-09
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			ORIGINAL EQUIPMENT MANUFACTURER (OEM)					COMPATIBLE MANUFACTURER				
VENDOR PART #	VENDOR NAME	ITEM DESCRIPTION	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS
CC364A	HP INC.	HP 64A, BLACK										
N9K04AN#140	HP INC.	HP 65XL, HI-YIELD, BLACK										
N9K03AN#140	HP INC.	HP 65XL, HI-YIELD, TRI-COLOR										
C6578AN#140	HP INC.	HP 78 XL, COLOR										
C6578DN	HP INC.	HP 78, TRI-COLOR										
CE278D	HP INC.	HP 78A, BLACK, 2/PK										
CF287A	HP INC.	HP 87A, BLACK										
CF287X	HP INC.	HP 87X, HI-YIELD, BLACK										
CF289A	HP INC.	HP 89A, BLACK										
CE390A	HP INC.	HP 90A, BLACK										
CE390X	HP INC.	HP 90X, BLACK										
CZ143FN#140	HP INC.	HP 940 XL, BLK/STD CLR, 4/PK										
CN045AN#140	HP INC.	HP 950 XL, BLACK										
CN046AN#140	HP INC.	HP 951 XL, CYAN										
CN047AN#140	HP INC.	HP 951 XL, MAGENTA										
CN048AN#140	HP INC.	HP 951 XL, YELLOW										
C8767WN#140	HP INC.	HP 96, BLACK										
C9353FN#140	HP INC.	HP 96/97 COMBO, 2/PK										
C9363WN#140	HP INC.	HP 97, COLOR										
CN625AM	HP INC.	HP 970 XL, BLACK										
CN626AM	HP INC.	HP 971 XL, CYAN										
CN627AM	HP INC.	HP 971 XL, MAGENTA										
CN628AM	HP INC.	HP 971 XL, YELLOW										
C6602A	HP INC.	HP C6602A, BLACK										
CE250A	HP INC.	HP LASERJET CE250A, BLACK										
52D1000	LEXMARK INTERNATIONAL	LEXMARK 521, RETURN PROGRAM, BLACK										
52D1H00	LEXMARK INTERNATIONAL	LEXMARK 521H, HI-YIELD, RETURN PROGRAM, BLACK										
52D0Z00	LEXMARK INTERNATIONAL	LEXMARK 52D0Z00, IMAGE UNIT, RETURN PROGRAM										
52D0HA0	LEXMARK INTERNATIONAL	LEXMARK MS810, HI-YIELD, BLACK										
52D1H0L	LEXMARK INTERNATIONAL	LEXMARK MS810, HI-YIELD, BLACK										
52D0ZA0	LEXMARK INTERNATIONAL	LEXMARK MS810 IMAGING UNIT, BLACK										
55B1H00	LEXMARK INTERNATIONAL	LEXMARK MX431ADN, HI-YIELD, BLACK										
55B1H0E	LEXMARK INTERNATIONAL	LEXMARK MX431ADN, HI-YIELD, BLACK										
56F1H00	LEXMARK INTERNATIONAL	LEXMARK 56F1H00, HI-YIELD, RETURN PROGRAM, BLACK										
56F1X00	LEXMARK INTERNATIONAL	LEXMARK MX421ADE, EXTRA HH-YIELD, BLACK										
58D0Z00	LEXMARK INTERNATIONAL	LEXMARK 58D0Z00, IMAGE UNIT, RETURN PROGRAM, BLACK										
58D1H00	LEXMARK INTERNATIONAL	LEXMARK 58D1H00, HI-YIELD, RETURN PROGRAM, BLACK										
71C1SK0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, HI-YIELD, RETURN PROGRAM, BLACK										

TONER AND INK PURCHASES FOR JEFFERSON COUNTY
BID #23-09
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			ORIGINAL EQUIPMENT MANUFACTURER (OEM)				COMPATIBLE MANUFACTURER					
VENDOR PART #	VENDOR NAME	ITEM DESCRIPTION	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS
74C1HK0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, HI-YIELD, RETURN PROGRAM, BLACK										
74C1HC0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, HI-YIELD, RETURN PROGRAM, CYAN										
74C1HM0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, HI-YIELD, RETURN PROGRAM, MAGENTA										
74C1HY0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, HI-YIELD, RETURN PROGRAM, YELLOW										
74C0ZK0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, IMAGE UNIT, RETURN PROGRAM, BLACK										
74C0ZV0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, IMAGE UNIT, RETURN PROGRAM, COLOR										
74C0Z50	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, IMAGE UNIT, COLOR (CMY)										
74C1H10	LEXMARK INTERNATIONAL	LEXMARK CS725DTE, HI-YIELD, RETURN PROGRAM, BLACK										
74C1SC0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE UNISON, CYAN										
74C1SM0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE UNISON, MAGENTA										
74C1SY0	LEXMARK INTERNATIONAL	LEXMARK CS725DTE UNISON, YELLOW										
74C0Z10	LEXMARK INTERNATIONAL	LEXMARK CS725DTE IMAGING UNIT, BLACK										
74C0W00	LEXMARK INTERNATIONAL	LEXMARK CS725DTE WASTE TONER BOTTLE										
C746H1KG	LEXMARK INTERNATIONAL	LEXMARK C746/C748, HI-YIELD, RETURN PROGRAM, BLACK										
C748H1CG	LEXMARK INTERNATIONAL	LEXMARK C748, HI-YIELD, RETURN PROGRAM, CYAN										
C748H1MG	LEXMARK INTERNATIONAL	LEXMARK C748, HI-YIELD, RETURN PROGRAM, MAGENTA										
C748H1YG	LEXMARK INTERNATIONAL	LEXMARK C748, HI-YIELD, RETURN PROGRAM, YELLOW										
C746H2KG	LEXMARK INTERNATIONAL	LEXMARK C746/C748, HI-YIELD, RETURN PROGRAM, BLACK										
C748H2CG	LEXMARK INTERNATIONAL	LEXMARK C748, HI-YIELD, RETURN PROGRAM, CYAN										
C748H2MG	LEXMARK INTERNATIONAL	LEXMARK C748, HI-YIELD, RETURN PROGRAM, MAGENTA										
C748H2YG	LEXMARK INTERNATIONAL	LEXMARK C748, HI-YIELD, RETURN PROGRAM, YELLOW										
58D1H00	LEXMARK INTERNATIONAL	LEXMARK MS821DN, HI-YIELD, RETURN PROGRAM, BLACK										
58D0HA0	LEXMARK INTERNATIONAL	LEXMARK MS821DN, HI-YIELD, BLACK										
58D0ZA0	LEXMARK INTERNATIONAL	LEXMARK MS821DN IMAGING UNIT, BLACK										
58D0Z0E	LEXMARK INTERNATIONAL	LEXMARK MS821DN CORPORATE IMAGING UNIT, BLACK										
12A8420	LEXMARK INTERNATIONAL	LEXMARK T430, RETURN PROGRAM, BLACK										
12A8425	LEXMARK INTERNATIONAL	LEXMARK T430, RETURN PROGRAM, BLACK										
64015HA	LEXMARK INTERNATIONAL	LEXMARK T640, U&R XHY, BLACK										
64075HA	LEXMARK INTERNATIONAL	LEXMARK T642, EXTRA HI-YIELD, BLACK										
64035HA	LEXMARK INTERNATIONAL	LEXMARK T642, HI-YIELD, BLACK										
64004HA	LEXMARK INTERNATIONAL	LEXMARK T642, HI-YIELD, BLACK										
T650H11A	LEXMARK INTERNATIONAL	LEXMARK T650H11A, HI-YIELD, RETURN PROGRAM										
1189786	SYNNEX CORPORATION	OKIDATA 43460201, YELLOW DRUM										
1189787	SYNNEX CORPORATION	OKIDATA 43460202, MAGENTA DRUM										
1189788	SYNNEX CORPORATION	OKIDATA 43460203, CYAN DRUM										
1189789	SYNNEX CORPORATION	OKIDATA 43460204, BLACK DRUM										
1749991	SYNNEX CORPORATION	OKIDATA 52116002, BLACK										
52116001	OKIDATA	OKIDATA 52116001, BLACK										

TONER AND INK PURCHASES FOR JEFFERSON COUNTY
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			ORIGINAL EQUIPMENT MANUFACTURER (OEM)					COMPATIBLE MANUFACTURER				
VENDOR PART #	VENDOR NAME	ITEM DESCRIPTION	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS	VENDOR PART #	PACK SIZE	PRICE	GSA/NYS CONTRACT #	DEVIATIONS
44064016	OKIDATA	OKIDATA C830 SERIES DRUM, BLACK										
44064015	OKIDATA	OKIDATA C830 SERIES DRUM, CYAN										
44064014	OKIDATA	OKIDATA C830 SERIES DRUM, MAGENTA										
44064013	OKIDATA	OKIDATA C830 SERIES DRUM, YELLOW										
44059112	OKIDATA	OKIDATA C830 SERIES, BLACK										
44059111	OKIDATA	OKIDATA C830 SERIES, CYAN										
44059110	OKIDATA	OKIDATA C830 SERIES, MAGENTA										
44059109	OKIDATA	OKIDATA C830 SERIES, YELLOW										
44844512	OKIDATA	OKIDATA C831 SERIES, BLACK										
44844511	OKIDATA	OKIDATA C831 SERIES, CYAN										
44844510	OKIDATA	OKIDATA C831 SERIES, MAGENTA										
44844509	OKIDATA	OKIDATA C831 SERIES, YELLOW										
44844416	OKIDATA	OKIDATA C831 SERIES IMAGE DRUM, BLACK										
44844415	OKIDATA	OKIDATA C831 SERIES IMAGE DRUM, CYAN										
44844414	OKIDATA	OKIDATA C831 SERIES IMAGE DRUM, MAGENTA										
44844413	OKIDATA	OKIDATA C831 SERIES IMAGE DRUM, YELLOW										
42377801	OKIDATA	OKIDATA MICROLINE 400 SERIES RIBBON, BLACK										
45807101	OKIDATA	OKIDATA 45807101, BLACK										
255048402	PRINTRONIX	PRINTRONIX RIBBON, BLACK, 4/PK										
SU184A	SAMSUNG	SAMSUNG 506, BLACK										
SU051A	SAMSUNG	SAMSUNG 506, CYAN										
SU318A	SAMSUNG	SAMSUNG 506, MAGENTA										
SU528A	SAMSUNG	SAMSUNG 506, YELLOW										
062471	TALLYGENICOM	TALLY RIBBON, BLACK										
IFP75P4303	INGRAM MICRO D, INC.	TONER 1332/1352/1372HY										
0281351001	TROY	TROY MICR 90X, BLACK										
106R01627	INGRAM MICRO D, INC.	XEROX 106R01627, CYAN										
106R01628	INGRAM MICRO D, INC.	XEROX 106R01628, MAGENTA										
106R02307	INGRAM MICRO D, INC.	XEROX 106R02307, HI-YIELD, BLACK										
108R01416	XEROX	XEROX 108R01416, HI-YIELD, BLACK										
006R04364	XEROX	XEROX C310, HI-YIELD, BLACK										
006R04366	XEROX	XEROX C310, HI-YIELD, MAGENTA										
006R04365	XEROX	XEROX C310, HI-YIELD, CYAN										
006R04367	XEROX	XEROX C310, HI-YIELD, YELLOW										
013R00692	XEROX	XEROX C310 IMAGING UNIT, BLACK AND COLOR										
008R13325	XEROX	XEROX C310 WASTE TONER BOTTLE										
TOTALS												

COMPANY NAME _____ DATE _____

BID PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____ Federal ID Number: _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer _____

Authorized Signature _____

Title _____

Date _____

NON-BIDDER'S RESPONSE

For purposes of maintaining accurate Bidder's lists and facilitating your firm's response to our invitation for bid, the County of Jefferson is interested in ascertaining reasons for prospective Bidder's failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a bid proposal or return this form will result in removal of your firm's name from our Bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s)

- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Our items or materials do not meet specifications.
- ☐ Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Incorrect address used. Correct mailing address is:

- ☐ Our branch/division handles this type of bid.
Correct name and mailing address is:

- ☐ We are unable to bid at this time but would like to continue to receive invitations for bids.
- ☐ We are unable to bid and wish to be removed from the Bidder's list.

NAME OF FIRM: _____
MAILING ADDRESS: _____
CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative

DATE: _____

Bid Number: 23-09 Bid Name: TONER AND INK SUPPLIES FOR JEFFERSON COUNTY

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder cannot make the foregoing certification set forth in Paragraph A above, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the bid is made, or his designee, may award a bid, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

EXHIBIT A
JEFFERSON COUNTY DEPARTMENT LIST

<u>DEPARTMENT</u>	<u>Address</u>	<u>TELEPHONE</u>
AIRPORT	22529 Airport Drive, Dexter, NY 13634	315-639-3809
BOARD OF ELECTIONS	175 Arsenal Street, Watertown, NY 13601	315-785-3027
BUILDINGS	195 Arsenal Street, Watertown, NY 13601	315-785-5137
CODES	175 Arsenal Street, Watertown, NY 13601	315-785-5130
COMMUNITY SERVICES	175 Arsenal Street, Watertown, NY 13601	315-785-3283
COUNTY ADMINISTRATOR	195 Arsenal Street, Watertown, NY 13601	315-785-3075
COUNTY ATTORNEY	175 Arsenal Street, Watertown, NY 13601	315-785-3088
COUNTY CLERK	175 Arsenal Street, Watertown, NY 13601	315-785-3081
DISTRICT ATTORNEY	175 Arsenal Street, Watertown, NY 13601	315-785-3053
DOG CONTROL	21897 County Road 190, Watertown, NY 13601	315-782-9179
EMPLOYMENT & TRAINING	The Workplace, 1000 Coffeen Street Watertown, NY 13601	315-782-9252
FIRE/EMERGENCY MANAGEMENT	753 Waterman Drive, Watertown, NY 13601	315-786-2654
HIGHWAY - ADMINISTRATION	21897 County Road 190, Watertown, NY 13601	315-782-9174
HUMAN RESOURCES	175 Arsenal Street, Watertown, NY 13601	315-785-3147
INFORMATION SERVICES	175 Arsenal Street, Watertown, NY 13601	315-785-3060
INSURANCE	175 Arsenal Street, Watertown, NY 13601	315-785-3043
OFFICE FOR THE AGING	175 Arsenal Street, Watertown, NY 13601	315-785-3191
PLANNING	175 Arsenal Street, Watertown, NY 13601	315-785-3144
PROBATION	175 Arsenal Street, Watertown, NY 13601	315-785-3065
PUBLIC DEFENDER	175 Arsenal Street, Watertown, NY 13601	315-785-3152
PUBLIC HEALTH	531 Meade Street, Watertown, NY 13601	315-786-3770
PURCHASING	195 Arsenal Street, Watertown, NY 13601	315-785-3077
REAL PROPERTY TAX SERVICE	175 Arsenal Street, Watertown, NY 13601	315-785-3074
RECYCLING ADMINISTRATION	27138 NYS Route 12, Watertown, NY 13601	315-785-9072
SHERIFF	753 Waterman Drive, Watertown, NY 13601	315-785-2642
SOCIAL SERVICES	250 Arsenal Street, Watertown, NY 13601	315-782-9030
STOP DWI	175 Arsenal Street, Watertown, NY 13601	315-785-3246
TREASURER	175 Arsenal St, Watertown, NY 13601	315-785-3055
VETERANS	175 Arsenal Street, Watertown, NY 13601	315-785-3086
WEIGHTS & MEASURERS - CONSUMER AFFAIRS	21897 County Road 190, Watertown, NY 13601	315-786-1094