

# **TECHNICAL SPECIFICATIONS**

## **SUPPLYING AND DELIVERING TONER CARTRIDGES TO THE COUNTY OF CUMBERLAND AND THE CUMBERLAND COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM IDENTIFIER # 181-CCCCPS**

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### **1. INTENT**

It is the intent and purpose of these specifications to describe the type, quality and quantity for Supplying and Delivering Toner Cartridges (Laser, Inkjet, Copier & Fax) O.E.M. Only – No Substitutes to the County of Cumberland and the Cumberland County Cooperative Contract Purchasing System Identifier # 181-CCCCPS and to list all requirements necessary for entering into contract for furnishing the specified items as provided for herein and as applicable in the proposal form, or as mutually agreed upon.

The conditions and requirements are intended to be open and nonrestrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the most responsible vendor.

### **2. ROYALTIES & PATENTS**

The successful vendor shall pay all royalties and license fees. The vendor shall defend all suits or claims for infringements or any patent rights and shall save the County harmless from loss or account thereof.

### **3. SAFETY**

All merchandise bid shall meet applicable State and Federal Safety Health Codes, standards and regulations.

### **4. INFORMATION REQUIRED**

Bidders are cautioned to fill in all information as requested on the proposal forms to serve as a basis for making awards. All prices and time required for delivery must be clearly stated on lines provided.

5. **PENALTY**

In the event that delivery is not made within the required time, the County reserves the right to obtain the contract item on the open market from any available source. In such event, the amount involved will be canceled and any difference in price will be charged to the defaulting supplier.

6. **RESERVATIONS**

Contracts shall be awarded to the lowest responsible bidder, but the Board of Chosen Freeholders reserves the right to reject any and all bids and to waive minor discrepancies therein. The Board of Chosen Freeholders also reserves the right to split bids, award individual items, or to award groups of items and categories of items.

The County reserves the right to cancel this contract upon thirty (30) calendar days written notice.

7. **ORAL INSTRUCTIONS**

The County shall not be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

8. **DELIVERY**

Delivery of said cartridges shall be made to the address listed on the County's contract purchase order.

Delivery is to be FOB, Destination, prepaid. All delivery charges are to be included in your bid prices.

Cartridges shall be delivered within three (3) to five (5) calendar days after receipt of the order from the Purchasing Director or his designated officer. If your delivery is delayed, the contractor shall request a delivery extension from the Director of Purchasing, who will confirm or deny the extension in writing. Failure to complete the delivery within the specified time period or extended time period, if granted, may subject the order to cancellation and reordered from another vendor with any cost above the contracted price to be charged and reimbursed by the awarded contractor.

9. **SUBSTITUTE ITEMS (DOES NOT APPLY TO THIS BID)**

The bidder may bid equal products to those specified. If you are bidding a substitute item, you shall submit a brochure and spec sheet of each substitute item with your bid. These will be used for evaluation purposes. Failure to provide this material with your bid shall be cause to reject your bid for the substitute item.

**10. DEVIATIONS**

Any deviations from these specifications must be noted. If no deviations are noted, the contractor shall be strictly held to these specifications.

**11. SHELF-LIFE**

Toners having a shelf-life expectancy shall have a minimum of one (1) year shelf-life expectancy.

**12. CONTRACT PERIOD**

Contract(s) shall run from November 1, 2010 to October 31, 2011. The final ten (10) months of the contract will be contingent upon the adoption and approval of the 2011 Budget. County reserves the right to extend for one (1) additional year. Prices shall be firm for the entire contract period (except optional year if an increase or decrease has been indicated on bid document).

**13. O.E.M. ONLY**

Bidders shall submit bids for Original Equipment Manufacturer (O.E.M.) Toner Cartridges **ONLY**. Only O.E.M. Toner Cartridges will be accepted. **Bidders will be held responsible to supply only O.E.M. cartridges throughout the contract period at prices submitted on their bid.**

**14. COOPERATIVE CONTRACT PURCHASING SYSTEM**

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to,

additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.