

BID RESULTS

CK09MERCER2010-30 OPEN-END MAINTENANCE, SERVICE AND SUPPLIES FOR COLOR AND BLACK AND WHITE COPIERS FOR MERCER COUNTY COOP

DECEMBER 21, 2010

AWARD FOR A PERIOD OF TWO YEARS; CONTRACT COMMENCES FEBRUARY 25, 2011; MUST BE AUTHORIZED BY MANUFACTURER TO REPAIR, PROVIDE ALL SUPPLIES AND MAINTENANC WITH THE EXCEPTION OF PAPER; PARTS MAY BE NEW OR REMANUFACTURED; WILL PROVIDE BUDGET OFFICE WITH INVENTORY AND READINGS AT COMMENCEMENT OF CONTRACT AND BIL.L MONTHLY; PROVIDE DETAILED REPORTING ONE MONTH PRIOR TO THE END OF THE CONTRACT

FORWARD AWARDED VENDOR CONTRACT INFORMATION TO FINANCE (PAGE 39)

NO. OF RESPONDENTS:	2
NAME OF BIDDER	PRIOR & NAMI BUSINESS SYSTEMS
ADDRESS	1666 HAMILTON AVENUE
CITY, STATE, ZIP	HAMILTON TWP, NJ 08629
CONTACT	ANTHONY J. NAMI JR.
TELEPHONE	609-584-5252
FAX	609-584-5255
E-MAIL	TONY@PRIORNAMI.COM
ADDENDA: NOT ISSUED	
EXTEND TO COOP	YES
BUSINESS REGISTRATION	OK
INSURANCE REQUIRED FROM AWARDED VENDOR	REQUIRED
STOCKHOLDER DISCLOSURE CERTIFICATE	OK
EIC	CERT.#13620 exp. 2-15-2014
EXHIBIT A	INCLUDED
EMERGENCY DELIVERY PROCEDURE	YES
DETAILED SERVICE PLAN	INCLUDED
COST PER TWO YEAR PERIOD	
1,150,000 ESTIMATED BLACK AND WHITE COPIES OVER A TWO YEAR PERIOD	
UNIT COST PER COPY FOR BLACK AND WHITE (INCLUDES ALL MAINTENANCE AND SUPPLIES)	0.006
TOTAL FOR 1,150,000 COPIES	6,900.00
3,200 ESTIMATED COLOR COPIES OVER A TWO YEAR	
UNIT COST PER COPY FOR COLOR (INCLUDES ALL MAINTENANCE AND SUPPLIES)	0.055
TOTAL FOR TWO YEAR PERIOD FOR 3,200 COPIES	176.00
GRAND TOTAL FOR TWO YEAR PERIOD	7,076.00
EXCEPTIONS	NO
FATAL FLAW	NO

Approved as to Form and Legality

Date


County Counsel

March 8, 2011

AWARD OF BID RECEIVED DECEMBER 21, 2010 TO PRIOR NAMI BUSINESS SYSTEMS FOR OPEN-END MAINTENANCE, SERVICE AND SUPPLIES FOR COLOR AND BLACK AND WHITE COPIERS FOR USE BY THE COUNTY OF MERCER AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: FEBRUARY 25, 2011 TO FEBRUARY 24, 2013. AMOUNT NOT TO EXCEED: \$7,076.00 (CK09MERCER2010-30)

WHEREAS, the Mercer County Purchasing Agent has advertised for open-end maintenance, service, and supplies for color and black and white copiers for use by the County of Mercer and the Cooperative Contract Purchasing System for a period of two (2) years, as authorized through Resolution No. 2007-252, adopted April 26, 2007; and,

WHEREAS, separate sealed bids were received on December 21, 2010 in connection with the aforementioned goods and services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

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Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs	Res	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs	Res	Sec.
Cannon	X					✓	Koontz	X					
Carabelli				X			Walter	X					
Cimino	X				✓		Colavita	X					
Frisby	X												

X—Indicates Vote Abs.—Absent N.V.—Not Voting
Res.—Resolution Moved Sec.—Resolution Seconded

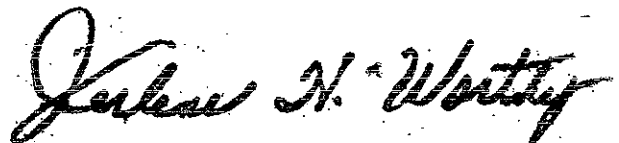
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WHEREAS, the bid of Prior Nami Business Systems, 1666 Hamilton Avenue, Hamilton Township, New Jersey 08629, for open-end maintenance, service and supplies for color and black and white copiers for the County of Mercer and the Cooperative Contract Purchasing System, for a period of two (2) years, be awarded as per specifications; and,

WHEREAS, the needs of the other agencies shall be set forth by separate contracts between each agency and the contractor; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contracts when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Chief Financial Officer and the Purchasing Agent for further distribution.



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Clerk to the Board

**CONTRACT #CK09MERCER2010-30
COPIER MAINTENANCE**

ARTICLES OF AGREEMENT, hereinafter referred to as "**MASTER CONTRACT**", made this 8th DAY OF MARCH 2011, by and between PRIOR & NAMI BUSINESS SYSTEMS, 1666 HAMILTON AVENUE, HAMILTON TOWNSHIP, NEW JERSEY 08629 hereinafter referred to as the "**CONTRACTOR**", and the **COUNTY OF MERCER**, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "**LEAD AGENCY**", for a period beginning **February 25, 2011** and ending **February 24, 2013** for open-end maintenance, service and supplies for color and black and white copiers.

WHEREAS, the **CONTRACTOR** has made a bid proposal in writing to the **LEAD AGENCY** to provide OPEN-END MAINTENANCE, SERVICE AND SUPPLIES FOR COLOR AND BLACK AND WHITE COPIERS FOR A PERIOD OF TWO (2) YEARS FOR USE BY THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM in accordance with 5:34-7.25 and hereinafter mentioned on behalf of all contracting units located within the County of Mercer for the price and within the time hereinafter mentioned, and according to the specifications thereof on file in the office of the Purchasing Agent of the County of Mercer, the **LEAD AGENCY**, and the County of Mercer has accepted the bid proposal of said **CONTRACTOR** on behalf of each participating local unit according to law and N.J.A.C. 5:34-7.25.

PURCHASING

COST PER TWO YEAR PERIOD

1,150,000 ESTIMATED BLACK AND WHITE COPIES OVER A TWO YEAR PERIOD

- | | |
|--|--------------------------|
| 1. UNIT COST PER COPY FOR BLACK AND WHITE
(INCLUDES ALL MAINTENANCE AND SUPPLIES) | <u>\$.0060</u> |
| 2. TOTAL FOR 1,150,000 COPIES | <u>\$6,900.00</u> |

3,200 ESTIMATED COLOR COPIES OVER A TWO YEAR PERIOD

- | | |
|--|--------------------------|
| 3. UNIT COST PER COPY FOR COLOR
(INCLUDES ALL MAINTENANCE AND SUPPLIES) | <u>\$.055</u> |
| 4. TOTAL FOR TWO YEAR PERIOD FOR 3,200 COPIES | <u>\$176.00</u> |
| GRAND TOTAL FOR TWO YEAR PERIOD (LINE 2 + 4) | <u>\$7,076.00</u> |

The Contractor shall provide to the County of Mercer, the **LEAD AGENCY**, its own needs as required; and the Contractor shall make available, the needs of the Other Agencies, to be set forth by separate individual Contracts between each Agency respectively, and the **CONTRACTOR**, subject to the control of and without deviation from the specifications, prices, character and quality of this Master Contract;

And it is hereby agreed between the **CONTRACTOR** and the **LEAD AGENCY** that the latter shall have the right and power to adjust and determine finally all questions regarding matters of interpretation of performance under this Agreement with respect to the **LEAD AGENCY** Category.

The **CONTRACTOR** further covenants and agrees that he will well and truly save and indemnify and keep harmless the judgments, costs and expenses which may come against the said agencies in consequence of the granting of this Contract to said **CONTRACTOR**, which may result from the carelessness or neglect of the **CONTRACTOR**

or the agents, employees or workmen of said **CONTRACTOR**.

Failure or neglect of the **LEAD** or other Agency to require compliance with any term or condition in this Contract or the specifications shall not be deemed a waiver of such term or condition.

It IS further understood that the County of Mercer shall have the right to request mediation if services being provided are deemed deficient in any way. An impartial mediator shall be selected by the **County**.

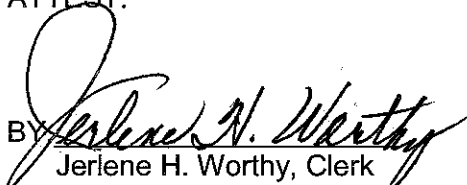
THE COUNTY reserves the right, at its option to terminate this contract upon giving thirty (30) days written notice to the **Contractor**.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF MERCER

BY:


Jerlene H. Worthy, Clerk
Board of Chosen Freeholders

BY:


Brian M. Hughes
County Executive

WITNESS:

PRIOR & NAMI BUSINESS SYSTEMS

BY: _____

BY: _____


Approved in form by County Counsel



Arthur R. Sypek Jr.
Mercer County Counsel

SPECIFICATIONS FOR OPEN-END MAINTENANCE, SERVICE AND SUPPLIES FOR COLOR AND BLACK AND WHITE COPIERS FOR ALL COUNTY AGENCIES AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM

SCOPE OF WORK

The County of Mercer requests bids for copier preventative maintenance service, repair and supplies for a period of two years. The maintenance shall be performed on digital or analog, black and white and color copiers owned by Mercer County. The Contractor must maintain the brands and models referenced on the attached inventory. Machines may be added or retired throughout the life of the contract.

With the approval of both Mercer County and the vendor, contracting units located within the geographic boundary of Mercer County may purchase under this contract subject to its specifications, terms and conditions. The contract shall commence on February 25, 2011.

MANUFACTURER AUTHORIZATION TO PERFORM

The Contractor must be authorized by the manufacturer to provide maintenance and shall provide certified, trained technicians for the work. Contractor must be available to provide services between the hours of 8:00 A.M. and 4:30 P.M Monday through Friday.

Bidders must provide an all-inclusive cost per copy for black and white and color copiers. The Contractor shall provide all parts, including but not limited to, lamps, drums, masters, photo conductors, coronas, roller and microprocessor boards, all supplies, including but not limited to toner, developer, fuser oil and staples. The County is responsible for all paper supplies. There is one color copier; however, in the event that the contract is extended to coop members, a provision must be made to provide service and supplies for color copiers owned or leased by the coop members.

MAINTENANCE SERVICES AND PARTS

Parts may be NEW or REMANUFACTURED. If equipment listed becomes obsolete during the term of the contract, it may be replaced with a new machine or a machine of equal or lower cost. The maintenance must include, as a minimum, one preventive maintenance checkup annually and all other maintenance services on an as needed basis. All service must include parts, with the exception of paper.

RESPONSE TIME

Contractors must respond to service calls within four (4) working hours of the call regardless of geographic locations. Contractors must render all repairs within 48 hours of notification by the Using Agency.

SCHEDULING PREVENTIVE MAINTENANCE

Contractors must determine and schedule preventive maintenance. All preventive maintenance activity must be entered in the site service log and recorded by the contractor. The cost of maintenance service shall include repair work and transportation. The Contractor shall be responsible for all costs associated with parts acquisition. New, certified OEM or remanufactured part shall be used when replacement parts are required. Contractors are to furnish a central dispatch number and dispatch services.

Contractors are to be sufficiently staffed to provide maintenance services to all County agencies. All costs of maintenance service must include unlimited service calls during the period of maintenance as defined.

USAGE

The County anticipates generating approximately 1,150,000 black and white and 3,200 color copies over the next two (2) years. A copy of the current inventory and usage is included.

SUPPLIES

Supplies shall be delivered directly to each individual department on an as needed basis. The contractor shall maintain equipment at all County agencies and locations. The bidder will provide a detailed plan for providing service, which will include the number of technicians dedicated to the County of Mercer.

BILLING

Billing for maintenance and supplies shall be submitted on a monthly basis. The billing statement shall reflect the date and actual usage taken from counters on each machine.

REPORTING

The awarded vendor shall provide to the Budget Office an updated inventory listing of machines and readings at the commencement of the contract and again one month prior to the contract expiration date. This inventory listing will include County Department, Location, County Contact Name and Phone Number, Machine Model, Machine Serial Number, Current Meter Reading, Number of Service Calls made for each machine and date of drum replacement if required.

BIDDERS SHALL PROVIDE THE FOLLOWING WITH THEIR BID PROPOSAL:

Detailed plan for providing service, which will include the number of technicians dedicated to the County of Mercer.

Estimated Quantities (Open-End Contracts): The County has attempted to identify the number of copies generated in the past year; however, the right is reserved to decrease or increase the quantities based upon requirements pursuant to N.J.A.C. 5:30-11.2 and 11.10. The County will pay for the actual number of copies produced.